



Terms & Conditions of Use of Website

1. Definitions and Interpretation

In these terms and conditions the following terms have the following meanings, unless the context indicates otherwise:

“Asteripharm” means Asteripharm (Pty) Ltd, its associates, employees, directors, shareholders and any other person with an interest in Asteripharm (Pty) Ltd.

“Biological matter” means matter that has come from a living organism or that contains organic compounds.

“External” or “third party” mean, in the context in which they are used, that the described term is in no way associated with or related to Asteripharm.

“Micro-organism” means any organism that is microscopic in size and can include single-celled organisms, multi-cellular organisms and/or organisms living in colonies.

“Pathogen” means a bacterium, virus or any other micro-organism that can cause disease or illness.

“Products” means any of the products listed on this website.

“Use” means the access, browsing, viewing, editing or any other act performed in association with or involving this website.

“User” means the person making use of this website.

“Website” means the domain <http://www.asteripharm.com> and any and all pages associated therewith, whether directly linked to the website or otherwise.

2. Use Subject to these Terms and Conditions

2.1. The user’s access, browsing and use of this website are subject to these terms and conditions.

2.2. By accessing, browsing and/or using this website the user agrees that he/she/it will be bound by these terms and conditions from the time they first access this website and to any amended terms and conditions from the first time they access this website subsequent to any amended terms and conditions becoming effective.

2.3. Amended terms and conditions shall become effective from the moment they are published/posted on this website.

2.4. If the user does not agree to the terms and conditions of this website, he/she/it must cease his/her/its browsing and/or use of this website and refrain from accessing the site in future.

2.5. These terms and conditions are subject to the laws of the Republic of South Africa regarding the internet, cyber law, cybercrimes, contract law and any other relevant law, whether statutory or otherwise.

- 2.6. It is the user's duty to remain informed about the terms and conditions and any changes hereto, which Asteripharm may publish at its discretion.
- 2.7. Asteripharm will not be held liable for users of this website who have failed to keep up to date with changes to these terms and conditions.
- 2.8. By continuing to access, browse and/or use this website, the user agrees to be bound by these terms and conditions and any amendments that are effective during such access, browsing and/or use.

3. Information

- 3.1 The information contained on this website is for informational purposes only and is not intended to be authoritative nor as a source of medical or other advice and Asteripharm does not advise acting solely upon the information contained on this website.
- 3.2 While Asteripharm shall, at all times, endeavour to ensure the accuracy of the information contained on this website, it shall not be held liable for, and in no way warrants, the accuracy of the information contained on this website.
- 3.3 The information provided on this website may not necessarily be a complete exposition of information and Asteripharm will not be held liable for the use or misuse of the information provided on this website or any resultant losses, whether direct or indirect, remote or otherwise, that may be associated with such use or misuse whether the information is complete or not.
- 3.4 Asteripharm shall not be held liable for the use of the information, in any manner, contained on this website. Use of this information is entirely at the risk of the user of this website and no liability shall arise against Asteripharm for such use for any losses whatsoever and howsoever arising.
- 3.5 Asteripharm shall not be held responsible or liable for any damage, howsoever arising, resulting from the use of this website, whether such damage was as a result of the negligence of Asteripharm or otherwise. This includes damage caused by third party applications or programs or any other sources, including malware, adware, spyware, viruses or other cyber threats.

4 Products

- 4.1 Asteripharm provides information about its products on this website.
- 4.2 Users of this website agree that the information contained on this website regarding Asteripharm's products may not necessarily be up to date.
- 4.3 Asteripharm assumes no liability for what is contained on this website with regard to products and does not warrant that the products provided by it will provide 100% efficacy.
- 4.4 Asteripharm has undertaken to test its products against certain controls but cannot and will not be held liable for any losses or damage arising out of the use or misuse of its products, whether direct, indirect or consequential and specifically disclaims such liability.

- 4.5 While Asteripharm strives to provide products of the highest quality and will continue to do so, it does not warrant that its products will always be 100% effective against all pathogens or micro-organisms or any other biological matter.
- 4.6 The tests conducted by Asteripharm, while promising and showing the effectiveness of its products, are not infallible and Asteripharm specifically discloses liability for any losses or damage, whether direct, indirect or consequential, resulting from the use of its products.
- 4.7 Asteripharm provides certain uses for each of its products.
- 4.8 Asteripharm will not be held liable if any of its products do not produce the desired results, regardless of whether or not the product was advertised for such use.
- 4.9 The uses recommended by Asteripharm are uses which have been proved to be effective through testing by Asteripharm but these recommendations are not in any way intended to be used as authoritative.
- 4.10 Asteripharm recognises that certain uses, while they may have proved successful in testing, may not prove successful in all environments and the user agrees that Asteripharm shall not be held liable for any product not performing adequately or to the user's satisfaction.
- 4.11 Asteripharm recommends that all persons purchasing its products ascertain for themselves the effectiveness of the products for their intended use before engaging in potentially dangerous activity or relying on the products to protect against pathogens or micro-organisms or other biological matter.
- 4.12 Asteripharm has full confidence in its products, but disclaims any liability for damage or loss suffered as a result of the use of its products whether such damage or loss is direct, indirect or consequential.

5 Links

- 5.1 This website may have links to external or third party websites that are not owned/operated by Asteripharm.
- 5.2 Asteripharm shall not be held liable for the content or operation of any external or third party websites.
- 5.3 Asteripharm in no way provides its approval or endorsement of the content of external or third party websites that have links emanating from this website.
- 5.4 Asteripharm specifically disclaims any liability for any external or third party website accessed through a link on this website, whether or not Asteripharm permitted the link to be placed on this website.

6 Intellectual Property

- 6.1 Except where expressly stated otherwise, copyright in the HTML, text, content, graphics, audio clips, video clips, source and/or object code and all other works contained on this website is owned by Asteripharm.

- 6.2 Asteripharm asserts and reserves all of its rights in regard to any and all intellectual property arising out of the operation and management of this website.
- 6.3 Access, browsing and/or use of this website shall not in any way result in an assignment of any intellectual property owned by Asteripharm or any other party.
- 6.4 The contents of this website may not be transmitted, transcribed, translated, reproduced, stored or altered into any other form without the prior written consent of Asteripharm.
- 6.5 Asteripharm permits the user to display the contents of this website on their computer and to print, download and use the underlying HTML, text, graphics, audio clips, video clips and other works provided that:
- 6.5.1 this is for the user's personal education or use;
 - 6.5.2 the user does not modify the contents of the material;
 - 6.5.3 Asteripharm is acknowledged as the source of the material;
 - 6.5.4 this permission may be revoked at any time.
- 6.6 No other use of this website is permitted. Without restricting the generality of the foregoing, a user may not make commercial use of this website, include the content of this website in or with any product that they create or distribute, or copy the content of this website onto their own or another's website.

7 Linking

- 7.1 No person is permitted to link to this website from another website without the prior written consent of Asteripharm.
- 7.2 Asteripharm specifically disclaims any liability resulting from links to this website from external or third party websites.
- 7.3 Links to this website from external or third party websites do not necessarily signify Asteripharm's condonation, acceptance or agreement with the contents of such external or third party website, nor the operator or manager thereof.

8 Security

- 8.1 No person is permitted to interfere with the data or information displayed on this website in any manner which causes it to be modified, altered, destroyed, removed, displaced, misplaced, or rendered ineffective or inaccurate in any way.
- 8.2 Any and all information provided to Asteripharm by a user of this website shall be dealt with in accordance with the laws of the Republic of South Africa.
- 8.3 Asteripharm will always attempt to maintain the security of this website and all information submitted to Asteripharm, but shall not be held responsible should the malicious, intentional or

negligent act of a third party result in loss to a user of this website or to any other person for whatever reason howsoever arising.

9 Disclaimer

9.1 Asteripharm expressly disclaims any and all liability and losses resulting from the access, browsing or use of this website, however such liability and loss may result, whether such liability or loss is direct, indirect or consequential.

9.2 Asteripharm expressly disclaims any and all liability and losses resulting from any inaccuracies on this website, however such liability and loss may result, whether such liability or loss is direct, indirect or consequential.

10 Jurisdiction

10.1 These terms and conditions were constructed, are governed and shall be construed in accordance with the laws of the Republic of South Africa and users of this website agree to be bound by the jurisdiction of an appropriate court in the Republic of South Africa regarding any dispute over the use of this website, regardless of what that use entails.

11 Whole agreement

11.1 These terms and conditions represent the whole agreement between Asteripharm and the user of this website.

11.2 If any provision of these terms and conditions is held to be invalid by a competent court, such invalidity will not affect the validity of the surviving provisions.

11.3 Asteripharm's omission to exercise any right under these terms and conditions shall not constitute, and shall not be construed as, a waiver of its rights.

11.4 The fact that hyperlinks may be used in these terms and conditions shall not affect the validity of these terms and conditions nor their interpretation, even if such hyperlinks are, at any stage, non-functional.