

E-COMMERCE & PRIVACY POLICY

1. Use of Product

1.1 The use of any product bought from this Website is at the customer's risk. The customer/user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

2. Website Audience

2.1 This e-commerce and privacy policy apply to all visitors to our website including customers who subscribed to the services NAPA offers or purchases .

3. Policy Purpose

3.1 NAPA understands the importance of respecting and safeguarding your privacy. The purpose of this policy is to describe the way NAPA collects, stores, uses and protects the information relating to a specific natural or juristic person and that can be used to identify a person (hereinafter referred to as “**personal information**”).

Personal Information:

3.1.1 Includes:

- 3.1.1.1 The user's ("you" or "your") personal information;
- 3.1.1.2 Credit card details;
- 3.1.1.3 Physical address; and
- 3.1.1.4 Telephone numbers.

3.1.2 Excludes:

- 3.1.2.1 Anonymous information;
- 3.1.2.2 Non-personal statistical information collected and compiled by NAPA and information that you have provided voluntarily in a public environment or forum (without limitation). Since it is in a public forum, it is no longer confidential and does not constitute personal information subject to protection under this policy.

4. Acceptance

4.1 You must accept all the terms of this policy when you register for any of NAPA services or purchase any of NAPA products on the Website. If you do not agree with anything in this policy then you may not register for any services or purchase any products.

4.2 Access to NAPA Website or use of NAPA services is not allowed if you are younger than 18 years or do not have legal capacity to conclude legally binding contracts.

4.3 By accepting this e-commerce and privacy policy, you are deemed to have read, understood and agreed to be bound by the terms herein.

5. Amendments

5.1 NAPA may, at any time, change the terms of this e-commerce and privacy policy. Any changes will be made known by placing a notice in a prominent place on the Website or by email.

5.2 Should you not agree with the change then you must stop using NAPA services or purchasing products on the Website.

5.3 Should you continue to use the services or purchase products on the Website following notification of change to the terms then the changed terms will apply to you and you will be deemed to have accepted such terms.

6. Personal Information Collection

6.1 Once you use NAPA Website, you will no longer be anonymous to us as you will provide us with personal information.

6.2 NAPA automatically receives and records internet usage information on NAPA hosting company's server from your browser, such as IP Address, browsing habits, click patterns, version of software installed, screen resolutions, language settings, cookie preferences, the content and pages you access within the Website (without any limitation). Kindly note that other websites visited before entering NAPA Website might place personal information within your URL during a visit to it and NAPA has no control over such websites.

6.3 Cookies.

6.3.1 When you access the NAPA Website NAPA may send one or more cookies (small text files) to your computer to collect certain usage information.

6.3.2 NAPA use session cookies (which disappear after you close your browser) and persistent cookies (which remain after you have closed your browser which can be removed manually) and may be used by your browser on subsequent visits to NAPA Website.

6.3.3 NAPA uses the information gathered by cookies to improve the Website.

6.4 Purpose of collection.

6.4.1 NAPA may use any information provided by you for such purposes as indicated to you at the time you agree to provide such information.

7. **Consent to collection**

7.1 NAPA will obtain your consent to collect personal information:

7.1.1 In accordance with the applicable law; and

7.1.2 At the time you provide us with any information on the Website.

8. **Use**

8.1 Messages and updates.

8.1.1 NAPA may send administrative messages and email updates to you regarding the Website. In some cases, NAPA may also send you promotional messages. You can choose to opt-out of promotional messages.

9. **Disclosure**

9.1 Distribution.

9.1.1 NAPA may distribute your personal information with an affiliate, in which case NAPA will seek to require its affiliates to honour this privacy policy.

9.1.2 NAPA service providers who help with parts of our business operations will only use your information in connection with the services they perform for NAPA and not for their own benefit;

9.1.3 Credit bureaus to report account information, as permitted by law; and

9.1.4 Bank partners as required by credit card association rules.

9.2 Regulators.

9.2.1 If you contact NAPA regarding your experience with using any of NAPA products, NAPA may disclose your personal information as required by law.

9.3 Law Enforcement.

9.3.1 NAPA may disclose personal information, if required by a subpoena or Court Order or to comply with any law or prevent violation of NAPA terms of service or product sold.

9.4 NAPA will not sell personal information. No personal information will be disclosed to anyone except as provided in this e-commerce and privacy policy.

9.5 If NAPA undergoes a change in ownership or sale of assets to, another entity, NAPA may assign their rights to the personal information they process to a successor, purchaser, or separate entity. If you are concerned about your personal information migrating to a new owner, you may request us to delete your personal information.

9.6 NAPA may need to disclose personal information to their employees that require same to fulfil their job responsibilities.

10. **Protection of personal information**

10.1 NAPA protects your personal information by using a secure encrypted connection to ensure all your personal information is encrypted and never visible.”

11. **Accurate and Updated**

11.1 NAPA will try to keep the personal information collected accurate, complete

and updated as is necessary. From time to time NAPA will request you to update your personal information on the Website.

11.2 You will be able to review or update any personal information NAPA holds by accessing your account online or emailing NAPA or phoning NAPA .

11.3 To protect you, NAPA will take steps to verify your identity before granting you access to your account or making any corrections to your personal information.

12. Retention

12.1 NAPA will only retain your personal information for as long as it is necessary to fulfil their obligations and/or the purpose, unless the retention is required by law or you have consented to the retention.

13. Transfer of personal information outside of South Africa

13.1 NAPA may transmit your personal information outside of South Africa to another country.

13.2 Personal information may be stored on servers located outside of South Africa in a country whose laws protecting personal information may not be as stringent as the laws of South Africa.

13.3 You consent to NAPA processing your personal information in a foreign country whose laws regarding processing of personal information may be less stringent.

14. Limitation

14.1 NAPA is not responsible for, give no warranties, nor make any representations in respect of the privacy policies or practices of any third party or third-party websites.