

TERMS & CONDITIONS

REFERENCES

These terms and conditions (“Terms and Conditions”) govern your use of the website and its online publications.

All references to “CR”, “we”, “us” and “our” in these Terms and Conditions are deemed to refer to Chata Romano Partnership, being a private company, incorporated in the Republic of South Africa.

All references to “you” and “your” are deemed to refer to any user and/or visitor of <https://www.chataromano.com> (“Website”).

All references to Goods are deemed to refer to either CR Products and / or CR Online Publications.

eBOOK SALES

Detailed description of goods and/or services

Chata Romano is a business in the Image Consulting and Publishing industry.

Delivery policy

Subject to availability and receipt of payment, requests will be processed instantly and delivery confirmed by way of email

Return and Refunds policy

In the event the download fails, Chata Romano will refund the client in full within 30 days.

In the event the download has been actioned the refund will not pertain, the purchaser has been given the opportunity to view the cover and to preview 20 pages of the 243 page eBook.

Customer Privacy policy

Chata Romano does not retain your credit card information. Your personal data will only be used to process your order and provide you with support, should you require it. Chata Romano shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569

Payment options accepted

Payment may be made via Visa, MasterCard or PayPal or by EFT into the Chata Romano bank account, the details of which will be provided on request.

Card acquiring and security

Card transactions will be acquired for Chata Romano via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

Customer details separate from card details

Customer details will be stored by Chata Romano separately from card details which are entered by the client on DPO PayGate’s secure site. For more detail on DPO PayGate refer to www.paygate.co.za

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa and Australian. Transaction currency is South African Rand (ZAR) and Australian Dollar (AUS).

Responsibility

Chata Romano takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa, where Chata Romano chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Variation

Chata Romano may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company information

This website is run by a partnership based in South Africa trading as Chata Romano, the owners being Chata Romano and Avraham Romano.

Chata Romano contact details

- Physical Address: please **email us** for our office address, full address not disclosed for security reasons
- Email: **info@chataromano.com**
- Telephone: +27 72 065 2591

MAKEOVER COMPETITION

The 8 makeovers will take place in *(to be inserted for next promotion)*.

The competition closes on *(to be inserted for next promotion)*.

On *(to be inserted for next promotion)* Chata will review the applications and select the women who are eligible for the casting which takes place on *(to be inserted for next promotion)* between *(to be inserted for next promotion)*. The 8 x winners will be notified, via email, and Facebook, on *(to be inserted for next promotion)*. They will also be advised of the address.

Each winner will be required to sign a disclaimer in which they agree:

- That CHATA ROMANO can use your makeover photographs in all media (print, electronic, etc) and for all purposes (editorial, advertising, etc.) locally and internationally, with no time limits, and without any monetary compensation to yourself
- Not to colour or cut your hair before your makeover i.e.: you will look the same as you did at the casting
- That our hairdresser can cut and colour your hair on *(to be inserted for next promotion)* (please keep the day open)
- That you will be available for the styling session (clothing selection) on *(to be inserted for next promotion)* (please keep the afternoon open)
- That you will be available for the photographic shoot on *(to be inserted for next promotion)* (please keep the day open)

The value of this makeover @ R15,000 is not transferrable, nor can it be extended or exchanged for cash.

COPYRIGHT

Ownership and Copyright

The contents of this Website, including any information, software, icons, text, graphics, lay-outs, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trademark law, and are owned by or licenced to the Company.

No licence to or right in any of such contents is granted to or conferred upon you. Any unauthorised use, distribution or reproduction of the said contents is prohibited. To obtain permissions for the commercial use of any content on this site, please contact CR via e-mail: info@chataromano.com

- Copyright text, photographs and illustrations: Chata Romano Partnership
- The name CHATA ROMANO® is a registered Trademark of Chata Romano Partnership
- The Chata Romano® Colour System: SOFT®, MEDIUM®, DEEP®, RICH® is the property of Chata Romano Partnership
- The Complete Image Solution® is the property of Chata Romano Partnership
- Glamorous Reality® is the property of Chata Romano Partnership
- How You Look is How You Feel® is the property of Chata Romano Partnership
- Change Your Image, Change Your Life® is the property of Chata Romano Partnership
- The Chata Romano® Style System is the intellectual property of Chata Romano Partnership
- The Chata Romano® Wardrobe System is the intellectual property of Chata Romano Partnership
- The Chata Romano® Packing System is the intellectual property of Chata Romano Partnership
- The right of Chata Romano to be identified as the author of this work has been asserted by her in accordance with the Copyright, Design and Patents Act of 1988
- All rights reserved. No part of this website may be reproduced, stored in or introduced into a retrieval system, or transmitted, in any form or by any means (electronic, mechanical, printing, photocopying, recording or otherwise), without the prior written permission of Chata Romano Partnership
- Any person who does any unauthorised act in relation to this website may be liable to criminal prosecution and civil claims

TERMS & CONDITIONS

Our electronic mail address is published on our website for professional communication only and does not constitute an invitation to send unsolicited commercial emails which are not related to our business.

Acceptance of Terms

CR permits the use of this Website subject to the Terms and Conditions ("Terms and Conditions").

By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally.

You must not use this Website if you do not agree to the Terms and Conditions.

Use of CR Website and Online Publications

You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the proper working of this Website.

In addition, you agree that you will not use any robot, spider, other automatic device or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised CR representative.

You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised CR representative.

Linked Third Party Websites

This Website may contain links or references to other websites (“Third Party Websites”) outside of our control, including those of advertisers.

These Terms and Conditions do not apply to those Third Party Websites and the Company is not responsible for the practices and/or privacy policies of those Third Party Websites, or the cookies that those sites may use.

Notwithstanding the fact that this website may refer to or provide links to third party websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

Privacy Policy

Should you decide to make use of our Website, the only personal information that we will require of you is the following:

- Your Name
- Your Surname
- Your e-mail Address
- Your City
- Your Country

(all other information is optional)

It is your responsibility to update any of your personal information that you provide to us as soon as it is no longer accurate and complete.

This Website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content.

The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note however that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited.

You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

Purposes for Use of Your Personal Information

To contact you regarding current or new products or services.

When subscribing to our newsletter you have given us consent to inform you of new features, special offers and promotional competitions. This consent will only be used by CR, for the exclusive purposes as described in this document.

To improve your experience on our Website by, inter alia, monitoring statistical non-personal browsing habits, and to transact with us.

The Company will not use your personal information for any purpose (other than as stated above) without your express consent.

We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is:

- required in order to comply with applicable law, order of court or legal process served on CR; and/or
- disclosure is necessary to protect and defend the rights or property of CR

There are times when we require the assistance of third parties to better communicate with you. At those times, we will make all efforts to ensure that third parties that deal with your information are bound by confidentiality and non-alternative use obligations, as we take your information and data to be a serious matter. In these cases, you agree that we will be entitled to disclose your personal information to those of our employees and/or third party service providers who assist us to interact with you via our Website or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently.

Please be assured that we will:

- Treat your personal information as strictly confidential
- Take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access
- Promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information
- Provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and upon your request, promptly return or destroy any and all of your personal information in our possession or control

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than CR, then CR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information.

You should always ensure that you read the privacy policy of any third party.

Limitation of Liability

The company shall not be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance upon, any material or content contained in, or inability to use, and/or unlawful activity on, the website and/or any linked third party website.

You hereby indemnify the company against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third party website.

Changes to these Terms and Conditions

CR reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

Availability and Termination

We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

CR may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate this Website.

E-mails

CR uses reputable third parties who adhere to strict criteria set out by CR to deliver the e-mails you receive, if you have subscribed to e-mail newsletters, or have chosen to receive information about CR products and services.

Fees Payable – Both Parties Responsibilities

Access to some CR content may be subject to a fee – all payments, including any applicable taxes, must be made in advance.

You are responsible for the payment of all charges associated with the use, by you or someone else, of the Site and/or a Digital Application using your ID.

If your use of the Site is terminated by CR, you will be entitled to receive a refund of any pro-rata credits or pre-payments which remain unused at the time of termination, unless such use is terminated because you are in breach of these Terms.

You will continue to be responsible for any fees or other charges you have incurred prior to such termination.

All refunds are at the discretion of CR – any refunds can only be made to the credit/debit/charge card that was used for the original purchase.

Gift Vouchers

Additional terms govern the purchase and redemption of Gift Vouchers.

The Gift Voucher will be sent electronically via e-mail to a specified e-mail address provided by the purchaser. Where the email is not correct for whatever reason, CR cannot take responsibility and any refunds or changes for the purposes of Gift Vouchers in this case is at the sole discretion of CR.

We endeavour to email the electronic Gift Voucher to the recipient within 3 working days of receiving your POP.

There are times when a Gift Voucher may be requested by you to be delivered at a future date to the date and time of purchase. In those cases, the Gift Voucher will be sent electronically as soon as possible after 00:01 hours GMT on the day requested. In the event of a technical problem in sending a Gift Voucher, it will be sent as soon as possible after the problem has been resolved. In the event that a Gift Voucher is not sent on the date requested, you understand that technical issues can arise, and you will not hold CR responsible for delivery of a Gift Voucher after the requested date. In this case, CR will not be liable for refunds, and the Gift Voucher will be delivered as soon as possible thereafter. CR will, however, undertake all reasonable efforts to ensure that its systems are in working order and properly functioning.

Gift Vouchers can only be redeemed by the person named as the recipient on the Gift Voucher and are not transferable.

The recipient must register with CR online in order to redeem the Gift Voucher.

The Gift Vouchers have a cash redemption value of US\$0.001 and are not transferable or assignable.

Gift Vouchers cannot be exchanged for, and do not include print copies of, any CR publications.

Gift Vouchers purchased from CR online can be redeemed at any time up to a period of one (1) year after the recipient has received the e-mail Gift Voucher, or after the purchase of the Gift Voucher.

After one (1) year has elapsed, the credit on the Gift Voucher will expire if not yet redeemed, and no refund will be offered.

A redeemed Gift Voucher is non-transferable.

A request for a refund, if any, must be made by the person who made the purchase, and will be considered and/or honoured by CR in CR's sole discretion, and may be made at any time before the Gift Voucher is redeemed – no refund will be given after the Gift Voucher has been redeemed.

A refund can only be credited to the credit card used by the donor to make the original purchase.

No refund will be given, in part or in full, if a Gift Voucher is purchased and subsequently CR online runs any promotional subscription offers with a lower price than the one paid for the original Gift Voucher.

In this regard, you understand that CR has the right to, and is compelled to, run promotional offers and campaigns from time to time, and that Gift Vouchers are generally not affected by such campaigns.

Gift Vouchers redeemed in connection with promotional offers are subject to the terms and conditions of that offer and supersede any conditions contained herein.

Governing Law

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

TERMS AND CONDITIONS OF SALE

Once you tick the box labelled "Submit" these Terms and Conditions of sale form a legally-binding agreement between you and CR. You may contact us via email at info@chataromano.com to obtain a full record of your transaction. We will in any event confirm all your purchase orders with you via email.

Payment: The Company will not execute the order until receiving confirmation that payment has been received.

Cancellation and Refund Policies

You are entitled to cancel your order without penalty, within seven (7) days of the Goods having been delivered to you. In such an event:

- You will receive a full refund of the purchase price within 30 days of the date of cancelling this agreement
- You undertake not to utilise the Goods; and
- Your agreement of purchase will be deemed to have been cancelled provided your cancellation conforms to the Refund Policies set out above

CR endeavours to deliver the Goods to you as soon as reasonably possible, but no later than 30 days of receipt of your payment ("Delivery Period").

We will notify you if we are unable to deliver the Goods during the Delivery Period – you may then, within 7 days of receiving such notification, elect whether or not to proceed with your order for the Goods.

If you elect not to proceed with your order, we will reimburse you with the purchase price within 30 days of having informed you that we are not able to deliver the Goods during the Delivery Period.

Returns

Goods may be returned only when defective, damaged or if the product supplied is not the same product as what was ordered.

If the Goods are defective in any way, this must be reported as soon as reasonably possible after the product having been delivered to you and must be returned to us within a period of one (1) month after delivery.

Refunds are paid to you after receipt of the Goods in good condition, and if not returned to us within this period, then you forfeit your right to any refund at the sole discretion of CR.

If the Goods are not the same as what was ordered, this must be reported IMMEDIATELY within 24 hours of delivery.

Any damage must also be immediately reported, within 24 hours of delivery.

If the Goods have been approved for return, we will notify you and either arrange for our couriers to collect the item from you, or request that you post it back to us or ask you to return the item to our current warehouse location, dependent on your original order's shipping method. PLEASE CHOOSE ONE – for example: if the Goods have been approved for return, we request that you post it back to us or ask you to return the item to our current warehouse location, dependent on your original order's shipping method.

Should you need to post the Goods to us, please **email us** for our office address.

You will be credited or refunded for the postage costs incurred up to a maximum of what CR's Postal Delivery rate is.

If you are returning Goods via courier or post office, please package it carefully so that it does not become damaged en route.

Please include a copy of your original invoice with any return.

Breach

If any party breaches any of these terms and conditions (the "Defaulting Party"), the aggrieved party shall send a written notice to the Defaulting Party. If the Defaulting Party fails to remedy such breach within fourteen (14) days of receipt of such notice, the aggrieved party may claim specific performance or cancel this Agreement upon written notice to the Defaulting Party, without prejudice to its right to recover any amounts that may be due to it under this Agreement, as well as any loss or damage suffered as a consequence of the Defaulting Party's actions.

Governing Law and Jurisdiction

Our relationship and/or any dispute arising from or in connection with these terms and conditions of sale shall be governed by the laws of the Republic of South Africa. You agree to be subject to the exclusive jurisdiction of the South African courts.

Privacy

Due to the nature of the Internet, we cannot guarantee that your communications will be free from unauthorised access by third parties.

Accordingly, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THIRD PARTIES' UNAUTHORISED ACCESS OF YOUR DATA.

Notices

Please **email us** for our office address, full address not disclosed for security reasons) as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions of Sale ("domicilium").

You hereby select the address specified on the Goods order form as your domicilium.

Either party may change its domicilium to any other physical address by not less than 7 days' notice in writing to the other party – notices to CR must be sent via email to info@chataromano.com and must be in English.

All notices sent by email will be deemed to have been on the date indicated in the “Read Receipt” notification – all email communications between you and us must make use of the “read receipt” function to serve as proof that an email has been received.

General

You may not cede, assign or otherwise transfer your rights and obligations in terms of these terms and conditions of sale to any third party.

Any failure on the part of you or CR to enforce any right in terms hereof shall not constitute a waiver of that right.

If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

No variation, addition, deletion, or agreed cancellation of these terms and conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

No indulgence, extension of time, relaxation or latitude which any party (“the grantor”) may show grant or allow to the other (“the grantee”) shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

These terms and conditions of sale, read together with the Terms and Conditions of Use of the Website, and our Privacy Policy contain the whole agreement between you and CR and no other warranty or undertaking is valid, unless contained in this document between the parties.

DISCLAIMER: REVIEWS

All products reviewed and published on the CHATA ROMANO blog are independent and published without any incentive by or guarantee to any supplier. We are not affiliated with any companies or brands – the opinions expressed in our blog are solely those of chataromano.com.

When companies provide us with products to review, it will never sway our opinion about the product in any way. Our independence and integrity are of paramount importance to us and we take our responsibilities to you, our readers, very seriously, and as such all our reviews are based on our personal experience with the products.

Notwithstanding the above, what works for us may or may not work for you.

Any adverts on the chataromano.com site by suppliers whose products have been independently reviewed and published by us, are purely incidental and must in no way be constituted as an endorsement of a product or recommendation or warranty by us as to the fitness or purpose of the product or service provider.

DISCLAIMER

Access to Website

Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

While CR takes reasonable measures to ensure that the contents of this Website are accurate and complete, CR makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

All information provided on this Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

CR does not accept any responsibility for any errors or omissions on this Website.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, CR also makes no warranty or representation, whether express or implied, that the information or files available on this website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

The provision of goods and services

Chata Romano Partnership (CR) provides products and services in the image-consulting field.

Availability

The offering on this website is available internationally.

Return and Refunds Policy

The provision of products and services by CR is subject to availability.

In cases of unavailability, CR will refund the client in full within 30 days.

Cancellation of orders by the client will attract a 5% administration fee.

No refund may exceed the original amount paid.

Customer Privacy Policy

CR takes all reasonable steps to protect the personal information of users; our mailing list remains confidential and never sold to anyone.

Responsibility

With limitation to the goods and services sold on its website, CR takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa, where CR chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

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Company Information

This website is run by Chata Romano Partnership, a private company based in South Africa.

Partners: Chata Romano and Avraham Romano.

Contact e-mail: info@chataromano.com