

TERMS AND CONDITIONS

This website at www.spartairon.co.za (hereinafter referred to as the “Site”) is owned and operated by Sparta Iron Proprietary Limited (Registration No: 2018/610051/07), a private company registered in the Republic South Africa (hereinafter referred to as “we” or “us”) and is provided for residents of South Africa, but open to public viewing internationally as well.

This page sets out the Terms and Conditions under which you may use this Site (hereinafter referred to as the “Terms”). Please read the Terms carefully. If you do not accept the Terms stated herein, do not use this Site and service. By using this Site, you are indicating your acceptance to be bound by these Terms.

The term “you” as used in these Terms refers to all individuals and/or entities accessing this Site for any reason.

1. Website information

This Site displays information about sports supplements, vitamins, nutrition, and performance products. Also included are diets, training and nutritional information, much of which is sourced or supplied by third party information and/or research.

Although we have taken reasonable care to ensure that this information is correct and up to date, we cannot check the accuracy of such information where it is provided to us by third parties.

We accept no responsibility for information supplied to us by third parties. We recommend you confirm all information contained on or linked from the Site with a relevant provider.

2. Products, Restrictions and Conditions

Restrictions and conditions apply to all of the products and services offered on this Site.

To determine the applicable restrictions and conditions you must contact us or the relevant third party provider.

These products do not intend to cure or prevent any form of illness or disease.

As with all nutrition, vitamin and health related products, please consult your doctor or medical practitioner before purchasing or using any of these products. Sparta Iron will not be held responsible for negligent use of products, or ignorance of label warnings, instructions and recommended dosage amounts.

Health Warning – Certain products such as fat burners, power and endurance products contain caffeine and other natural stimulants. Should you have any heart problems, blood pressure problems, anxiety disorder, diabetes, pregnancy, or any pre-existing condition that may be affected by one or more ingredients in our products, then please consult your medical practitioner before considering consumption or purchase of any such product. Sparta Iron cannot and will not be held liable for any loss or damage caused as a result of negligence or ignorance of the above warning.

Not all sports supplements are suitable for competitive professional athletes and those that are tested by WADA (World Anti-Doping Agency).

Sparta Iron cannot and will not be held liable for any professional athlete that does not abide by our rule guidelines with respect to safe and responsible supplement usage.

Competitive athletes are advised to exercise caution or ideally abstain from the use of herbal blends and ingredients.

For more information on products certified for banned substances, please visit: [Informed Choice](#) and [Informed Sport](#)

As part of ongoing product development, product information online may change over time and may differ with product labels in store during such transition periods. We will however endeavour to update online information as soon as possible. When in doubt and for maximum accuracy, please use product information at store level/point of sale on existing packaging contained there.

3. Site Conditions

This Site is for your personal and non-commercial use and purposes only. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on the Site, or create any other material using material on the Site, without obtaining our prior written consent.

Trademarks (whether registered or unregistered), branding, slogans and logos must not be used or modified in any way without obtaining our prior written consent.

The Site, including trademarks, service-marks, business names, company names, logos, trade-names, products, technology and processes contained in this Site may be the subject of other intellectual property rights owned by us or by third parties. No license is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of this Site must not in any way infringe the intellectual property rights of any person in any jurisdiction.

4. Your Use

You must only use this Site for lawful purposes and in a responsible and co-operative manner.

Any breach of these Terms by you will result in legal action being taken by us against you.

You must not:

- Use another's personal information, including name, or details without permission;
- Make any fraudulent, speculative or false enquiries;
- Use the Site while impersonating another person;
- Post or transmit to or via the Site any unlawful, threatening, defamatory, libellous, obscene, indecent, inflammatory or pornographic material or any material that could give rise to civil or criminal proceedings;
- Tamper with, hinder the operation of or make unauthorised modifications to the Site;
- Delete data from the Site without our permission;
- Knowingly transmit any virus or other disabling feature to the Site;
- Breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in any jurisdiction in using this Site;
- Frame this Site as part of another site or cache this Site for commercial benefit;
- Commit any act that may amount to a criminal offence or civil breach of any other jurisdiction;
- Attempt to do any of the above acts; or
- Knowingly permit another person to do any of the above acts.

5. Your Privacy

We will handle your personal information in accordance with the terms and conditions set out in our Privacy Policy which is posted on the Site.

Both we and our suppliers of nutrition and vitamin related products may disclose your personal information to others where directly connected with facilitating your requirements.

At all times we retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

We may disclose aggregated information about users and use statistics relating to the Site and aggregated information about our sales and trading patterns to others.

6. Disclaimers and Limitation of Liability

You use this Site at your own risk.

This site is provided by us on an “as is” basis. We do not warrant or represent that the content of this Site is accurate, up-to-date or complete, or that it does not infringe the rights of any third parties. We make no representations or warranties of any kind with respect to the Site, its contents or any of the products or services supplied through the Site. To the maximum extent permitted by law, we disclaim all implied representations and warranties including, without limitation, implied warranties that the products and services offered and supplied through the Site will be of merchantable quality, fit for any purpose or will comply with any descriptions on the Site or samples.

To the maximum extent permitted by law, we (including our officers, employees, shareholders or other representatives) are not liable for any loss or damage, however caused (including negligence), which may be directly or indirectly suffered, in connection with your use of or inability to access this Site or the purchase and use of any products and services supplied via this Site. This limitation of liability (whether arising under contract, tort (including negligence) or statute) applies to all damages of any kind including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of third parties.

In the event that our Site fails to operate or causes you any loss or damage, due to non-availability of information, we cannot be held accountable.

Your access to and use of this Site is subject to factors beyond our control. We do not represent or warrant that this Site, the server that makes it available or any of the products or services supplied through this Site will be free of errors, viruses or defects or that the service will be uninterrupted or timely. Because of the nature of the Internet, we do not warrant that this Site will be secure and we will not be liable for any disruptions to the Site.

7. Linking

We may link our Site to other sites on the World Wide Web. We are not required to maintain or update these links. These links are provided for your convenience only. It does not mean that we have reviewed these sites or that we endorse them. We are not responsible for the content of other sites, even if we link to them and we are not recommending these sites or their products or services to you.

We make no warranties and accept no liability if you suffer any loss or damage in relation to material contained on external sites or using another’s product or services.

8. Amendments

Except as otherwise specified, we may amend these Terms at any time without notice to you by posting amended Terms on the Site. The amended Terms will take effect immediately when they are posted on the Site.

9. Termination

We may terminate this agreement, your registration with or ability to access this Site and/or any other service provided to you by us and any other agreement between us, immediately if you breach any of these Terms.

10. Our relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms.

11. Notices

Except as required by law or otherwise specified by us, you must provide any notices to us using our email address – info@spartairon.co.za . We will provide any notices to you by email to any email address provided by you. Notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

12. Governing law

If any dispute arises about this agreement or how this agreement applies or arising out of your use of this Site, the laws of South Africa will apply.

You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of South Africa, and waive any right that you may have to object to an action being brought in those courts.

13. General

If any of these Terms are invalid or unenforceable, it will be struck out, and the remaining Terms will remain in force.

Headings are for reference purposes only.

If we do not act in relation to a breach by you or others of these Terms, this does not waive our right to act with respect to subsequent or similar breaches.

In these Terms, the term “Site” includes any email bulletins or other content that we provide to you via or initiated from this Site.

