Kindly read the terms of service below, then click 'Agree' to complete your shopping:

- We provide information and training on the printing process only. We do not provide training or assistance like that of a professional nail technician. Basic knowledge of nail prepping is your own responsibility. We suggest you consult a primary, more accurate, complete or timelier source of information from a professional nail technician, if needed, to utilize the printer.
- 2. We do not take responsibility for nail technicians, salons, resellers, or private users' success or failure rates after purchasing the printer. You agree that it is in your own confidence and capacity to utilize the machine according to your own market-related knowledge, training and experience.

You expressly agree that your use of, or inability to use, the service is at your sole risk.

The service and all products delivered to you are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall we be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

- 3. A cartridge is consumable and is not refundable or exchangeable unless faulty upon opening. We reserve the right to deny replacement or refunds of cartridges.
- 4. Images and designs that you download, create, edit, or share from external sources such as Google, Pinterest, or photos from a device, are not guaranteed to print in exceptional quality. You acknowledge and agree that the above desired results may differ due to image specs and / or your knowledge and experience with operating the printer.
- 5. If you resell the printer at any given time after purchasing from us, we are not required to service the party which bought the printer from you. We do not provide training to 2nd-hand users unless they have purchased products or have paid us the respective training or demonstration fee.
- 6. It is your own responsibility to update the settings on your mobile device to have access to the most recent version of the O'2 Nails App, or to download the newest version of the O'2 Nails App actively using the Play Store, Apple Store, or the third party's O'2 Nails website.

- 7. We do not take responsibility for the quality of your Wi-Fi or data during downloading designs, printing, logging in and out, or any other activities which need stable internet access to function correctly.
- 8. We do not guarantee that your use of our service will be uninterrupted, timely, secure or error-free. We do not guarantee that the results that may be obtained from the use of the service will be accurate or reliable.
- 9. We reserve the right to advertise, sell privately, and amend our prices as we wish in whichever area we wish. If a customer has directly contacted us, we keep the right to trade. We will to the best of our knowledge, transfer immediately over to the distributor if we know they are a distributor's customer / lead.
- 10. We reserve the right to refuse service to anyone for any reason at any time. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- 11. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuation of the Service.
- 12. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel the quantities purchased. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors who are unbeknown to us.
- 13. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without giving notice to you.
- 14. We have made every effort to display as accurately as possible the colors and images of our products that we sell. We cannot guarantee that your phone or computer monitor's display of any color will be accurate. Printers may have limited quantities and are subject to return or exchange only according to our Warranty Policy.

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Occasionally there may be information on our site or in the service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, promotions, promotions, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website should be taken to indicate that all information in the service or on any related website has been modified or updated.

- 15. Your submission of personal information is governed by our Privacy Policy. You agree to provide current, complete and accurate purchase and account information for all purchases made. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- 16. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 17. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Certain content, products and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damage related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party website. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party

products should be directed to the third-party.

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary rights. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

Extended Terms

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Digital Nail Art Printer SA and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of South Africa.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@my02nails.co.za

Signed:

Kons

Copia Consulting PTY LTD T/A Digital Nail Art Printer SA

Date: 17 May 2025