



**OUR POLICY**

# Manufacturer's Warranty

- If there are unforeseeable defects with your frames, you are protected with a 1-year warranty against these frame faults.
- For branded frames, there is a manufacturer's warranty that is determined by the supplier and will be handled appropriately by following their processes.
- Our Hoya Provided Manufacturer's Warranties for your peace of mind:

## COATING MANUFACTURING DEFECT WARRANTY\*

				<b>36 Months</b> Industry leading coating warranty!
				<b>24 Months</b>
				<b>12 Months</b>

\*Coating warranty only applies to delamination, cracking or peeling

## MATERIAL BREAKAGE WARRANTY\*

				<b>We are so confident about PNX that we have a 24 months breakage Warranty</b>
				<b>12 months breakage Warranty</b>

\*All material warranties apply to lenses fitted by Hoya staff only.

## PHOTOCHROMIC PATIENT SATISFACTION WARRANTY\*

				<b>1 Month</b> - if the patient is not completely satisfied with Hoya <b>Sensity</b> photochromic or <b>EnRoute</b> driving lenses, the lenses will be replaced with clear lenses in the same index, coating and prescription into the same frame
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## SINGLE VISION NON-ADAPTATION WARRANTY\*

				<ul style="list-style-type: none"> <li>• Within <b>3 months</b> from invoice date</li> <li>• Conversion to Single Vision free of charge.</li> </ul>
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## OCCUPATIONAL / OFFICE LENS NON-ADAPTATION POLICY\*



- Within **3 months** from invoice date.
- Upgrade to a premium product and pay the difference.
- 100% credit on the original order when upgraded to a better design. New order will be charged for as normal.

## PROGRESSIVE LENS NON-ADAPTATION POLICY\*



- Within **3 months** from invoice date.
- 100% credit on original order when the new order is invoiced. New order will be charged for as normal.

\*The same **Terms and Conditions** will be applied to **iD LifeStyle V+ X-Act** and **iD LifeStyle V+** that apply to LifeStyle 3/4 with regards to non-adaptation policies.



- Within **3 months** from invoice date.
- Conversion to Single Vision or Bifocal at no charge\*.
- Upgrade to a premium product and pay the difference.

\*A full credit will not be done on Summit or Amplitude lenses. Only a conversion to above products will be allowed.

## MiYOSMART Warranty and Practice accreditation



**MiYOSMART** lenses will only be available after at least one Optometrist in the practice completes the accreditation process. Once the training is completed the practice will be certified as an authorized MiYOSMART Dealer.

All MiYOSMART lenses carry a **24 Month** coating defect and material breakage warranty.



### Adaptation Warranty

MiYOSMART lenses carry a 30 Day non-adaptation warranty. In cases where the patient can not adapt to their new MiYOSMART lenses, the lenses will be replaced with a pair of single vision lenses or accommodative support lenses (with the same original ordered prescription). Once returned to Hoya, the MiYOSMART lenses will be credited in full, and replacement lenses will be invoiced to the practice as per normal.



### MiyoSmart 6 month replacement discount

As we know that a child's vision may change within the next 12-24 months, we also offer a **50% replacement discount** if new lenses are required within 6 months of treatment due to a script change of **0.50** diopters or more.

# Cancellation Policy

- If you have placed an order that you wish to cancel, please contact us immediately or send us an email. If you wish to cancel your order and it has not yet been processed, you will receive a full refund for the value of the amount paid.
- If your order has already been processed by our lab technicians, then our return policy is applicable.

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# Return Policy

## Purchase Orders:

- We will offer a full refund for non-prescription eyewear that is returned to us in its original condition and packaging within 7 days (calculated from the date on which goods have been received).
- Please note that prescription eyewear is not refundable and is not subject to the cooling off period as contained in the Electronic Communications and Transactions Act, 2002.
- Should it be necessary to return defective goods, please take note of the following:
  - Such goods must be returned with all original packing materials, unused warranty cards, and instructions booklet.
  - Before returning an item, please obtain the return authorization (“RA”) number by emailing us. Any returns not accompanied by an RA number will not be accepted. The RA number must be clearly written on the outside of the package and/or shipping label.
  - Returns must be sent prepaid and insured for the full price by a traceable carrier.
  - All prescription eyewear is checked for accuracy, in the unlikely event that an error is made which escapes our internal controls, we will promptly remake the lenses at no charge.

## Cookie Policy

- We use several different cookies on our site. If you do not know what cookies are, or how to control or delete them then we recommend you visit the About Cookies website for detailed guidance. We use the word 'cookie' to refer to information that is sent from this website to your hard drive, where it is saved, and which contains information to personalize your experience on this website. In this way, the next time you use this website we will know who you are and that you have visited this website before.

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## **Consent**

- Currently, we operate an ‘implied consent’ policy which means that we assume you are happy with this usage. If you are not happy, then you should either not use this site, or you should delete the cookies after having visited the site.

## **First Party Cookies**

- These are cookies that are set by this website directly.

## **Third-Party Cookies**

- These are cookies set on your machine by external websites whose services are used on this site. Cookies of this type are the sharing buttons across the site, which allow visitors to share content on social networks. Cookies are currently set up by Twitter and Facebook. In order to implement these buttons and connect them to the relevant social networks and external sites, there are scripts from domains outside of our website. You should be aware that these sites are likely to be collecting information about what you are doing all around the internet, including on this website.
- You should check the respective policies of each of these sites to see how exactly they use your information and to find out how to opt-out or delete such information.

## **Google Analytics**

- We use Google Analytics to collect information about visitor behavior on our website. Google Analytics stores information about what pages you visit, how long you are on the site, how you got here, and what you click on. This Analytics data is collected via a JavaScript tag on the pages of our site and is not tied to personally identifiable information. We therefore do not collect or store your personal information (e.g., your name or address) so this information cannot be used to identify who you are. You can find out more about Google’s position with regards to privacy in its privacy policy.

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# Delivery Policy

- Deliveries can only be made to addresses within the borders of South Africa. We currently do not ship to addresses outside of South Africa.
- Delivery charges will be determined by the local courier company. We will notify you of these charges.
- Deliveries will take place within 7-14 business days of the acceptance of your order. (We will notify you of any backorders or any relevant information regarding your order)
- A unique waybill number will be communicated to you via email which can be used to track the status of your order.
- Delivery will be during business hours so please ensure that someone will be available to receive the parcel at the address specified.
- We reserve the right to contact customers and arrange alternative delivery methods and timelines, if the delivery address is remote, or to cancel the order if delivery is not feasible.
- The person receiving the parcel will be asked by the courier to sign the waybill indicating that the parcel/carton has been received undamaged and in good condition.
- Proof of ID may be requested to verify the authenticity of the purchaser.

*This Delivery Policy is only valid for merchandise purchased via the [jwoptometrists.co.za](http://jwoptometrists.co.za) website. This policy has been developed to ensure the accurate and secure delivery of all purchases and to assist you with your delivery needs.*

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# Express Informed Consent

## Your Privacy - Our Focus

- At Jaco Wessels Optometrists, we not only take pride in looking after your Optometric needs but also in the protection of your data. With this in mind - Jaco Wessels Optometrists respect your privacy. To protect your personal information, we subscribe to the purposes and principles set out in both the Protection of Personal Information Act No.4 of 2013 and in terms of Section 51 of the Electronic Communications and Transactions Act No.25 of 2002.

When we collect your personal information, the following are worth noting:

- We do not sell, trade, or rent your personal information to any third parties.
- It is internally processed with the sole purpose of enhancing our ability to meet your optometric and medical needs.
- We only use your personal information for the purpose for which it is collected.
- You have the right to both access and review your personal information held by us and you can request for it to be updated or deleted; and
- The information we collect and maintain is stored in both internal and externally outsourced databases which likewise have built-in safeguards subject to the applicable laws in South Africa mentioned earlier.

What personal information do we require to meet your medical needs and why:

- We require your name, surname, identification number, contact details, and physical address to identify you as our patient and to be able to contact you accordingly.
- We utilize the above information to conduct credit record inquiries (if applicable).
- The details of your membership of a Medical Scheme (Medical Aid) for us to process any claims made on your behalf to your relevant Scheme Provider to receive any optometric benefits applicable.
- Your medical information for us to properly assess and execute accurate

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diagnoses which includes but is not limited to, new and/or existing chronic conditions, certain biographical details, all results and/or reports relative to pathological findings and all other medical information that healthcare providers may generally from time to time require.

## Acknowledgment

I acknowledge and understand that:

- Jaco Wessels Optometrists will be collecting and processing my personal information as envisaged in terms of this document.
- Only registered and qualified Optometrists will have access to my medical and/or clinical information.
- My information may only be processed for the purposes set out in this document unless further processing is necessary to prevent or mitigate a serious and imminent threat to my life or health or to that of another individual.
- Jaco Wessels Optometrists may process my information further apart from the granted purpose herein whereby it may be used for historical, statistical, or research purposes on the sole condition that I will not be identifiable, and the information will be de-personalized/anonymized.
- I will be notified by the staff of Jaco Wessels Optometrists should my personal information be accessed or acquired by an unauthorized person/entity.
- Jaco Wessels Optometrists can collect and process my information if such information is received from a source to which I have previously given consent such as my medical scheme provider.
- My personal information can by law be processed if necessary to carry out actions for the conclusion or performance of a contractual obligation to which contract I am a party.
- My personal information can be processed by Jaco Wessels Optometrists if the latter is compelled by law to do so.
- After giving consent to Jaco Wessels Optometrists, I may withdraw such consent at any time whereafter Jaco Wessels Optometrists will not be entitled to access my information from that point on.
- The consent I give is valid from the date and time specifically given and will continue until revoked by me or upon my death.
- I agree that by consenting to the collecting and processing of my information



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Jaco Wessels Optometrists will not be responsible for any loss or damage (direct or indirect) that may arise from the use of my information save for gross negligence and fraudulent conduct on the part of Jaco Wessels Optometrists.

- I have had an opportunity to read this document where I have fully acquainted myself with the meaning of the contents thereof.
- Should I not give consent, or should I withdraw consent, I will disallow Jaco Wessels Optometrists their ability to collaborate all internal efforts on protecting and advancing my optometric and medical needs; and
- The terms and conditions contained herein are subject to change from time to time and the latest terms can be found on [www.jwoptometrists.co.za](http://www.jwoptometrists.co.za).

## Consent

By confirming personal and medical aid details prior to an appointment all patients consent to the below:

- The optometric service provider using the personal information provided voluntarily by me on the patient service request form, as well as my medical data from my consultation to the extent applicable and required for my optometric and general health care and in particular:
- To check that I am a member or beneficiary in good standing with my designated medical scheme, where applicable.
- Conduct credit record enquiries where applicable.
- To check what my optometric benefits in terms of my medical scheme benefit option are.
- To retain and disclose the clinical/and or medical information obtained during the consultation, and the diagnoses made, to me, my medical scheme, artificial intelligence provider, ophthalmologist, or any other healthcare providers to the extent required or necessary for the review and assessment of my optometric care or general health needs.
- To file a claim for optometric services provided and optometric appliances supplied to me with my medical scheme or insurer, if applicable.
- To transfer and retain my personal information in electronic format on a central database with a third-party provider locally or in a foreign country, subject to the same restrictions being imposed on and accepted by such third-party provider and the necessary security measures being introduced to prevent unlawful access thereto.
- To share my de-identified or anonymized personal and or medical information

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- within the practice; and
- To monitor web traffic; for statistical purposes; for promotional and marketing purposes and for further clinical evaluation.
  - I acknowledge that this consent may only be withdrawn on my express written request, where my personal information may only be kept for prescribed statutory purposes and time limits.
  - My optometric service provider shall maintain internationally accepted security standards to prevent unlawful access to my personal information disclosed to them or obtained during the consultation with myself or other healthcare providers of my choice with whom they collaborate for purposes of my optometric care needs.

# Privacy Policy

## JACO WESSELS OPTOMETRISTS PRIVACY POLICY

(the 'Privacy Policy')

(Last updated on 17/11/2023)

### 1. Our Commitment

- Privacy is important to us. We are committed to protecting your privacy by collecting, processing, utilizing, and storing your personal information in a manner that is lawful, proper, and transparent.
- This Privacy Policy governs the manner in which Jaco Wessels Optometrists Incorporated treats your personal information collected electronically when you use this website, apply online for certain products and services, contact us electronically, or register for one of the services offered on the website.

### 2. Consent

- This Privacy Policy applies to all users of this website. By utilizing this website, and choosing to provide us with your personal information, you consent to the collection, processing, use, and storage of your personal information as specified herein and, to the extent permitted by law, to the sharing of your personal

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information with an affiliate party.

- You hereby grant us permission to enter your cellular number into our SMS database, if supplied to us by you, for the purpose of submitting promotional material.

### **3. What We Collect**

- The information that we collect from you is known as personal information. Personal information refers to information that identifies or relates specifically to you, for example, your name, age, and identity number, contact telephone numbers (including mobile), e-mail and postal addresses, your prescription supplied by your optometrists, and any other information which you provide to us on or via this website.

### **4. Purpose of Collection**

- We collect, process, use, and store personal information in order to identify you; for online services; to process orders, instructions, and requests; to analyze patterns and improve the content of this website and of our services; to conduct internal research; for marketing and promotional purposes; for statistical purposes; to compile your profile and in order to customize the website to better serve you, the user.
- We will only use your personal information for the purpose for which it is collected and no other purpose unless permitted or required to do so by law.

### **5. Disclosure of Information**

- At no time do we sell, trade, rent, or disclose your personal information to third parties, except as may be required of us by law or as permitted herein. If we are legally compelled to disclose your personal information to a third party, we will use reasonable efforts to notify you thereof in advance, unless prohibited from doing so.

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## 6. Your Right

- You have the right to access and review your personal information held by us and to request that we update, correct, or delete your personal information, at any time. Please contact us on [online@jwo.co.za](mailto:online@jwo.co.za) should you wish to exercise your rights in relation to your personal information.

## 7. Protection of Information

- We take reasonable steps to protect your personal information from loss, misuse, or unauthorized alteration. The information we maintain concerning our customers is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.
- When you use the services or facilities provided by us, you may be given an access number, username, password, and/or personal identification number (PIN). You are responsible for maintaining the secrecy and confidentiality of your username, password, and/or personal identification number ('PIN').

## 8. Retention of Personal Information

- We are permitted to retain your personal information for so long as is necessary to achieve the purpose for which we collect same. Having regard to the disclosed purposes for which we utilize information, it follows that we require continued use thereof.
- Notwithstanding the aforesaid, we will immediately cease the use of, and delete, your personal information should you request us to do so.

## 9. How to Contact U

- Should you wish to contact us with a question or complaint regarding our collection, processing, use, or storage of your personal information, please contact our privacy officer by sending an email to [online@jwo.co.za](mailto:online@jwo.co.za).

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## **10. Amendments to Privacy Policy**

- We reserve the right to amend this Privacy Policy at any time, without notice. You agree to review the Privacy Policy whenever you visit this website for any such amendments. Any amendments to this Privacy Policy are effective immediately upon their posting.

## **11. Cookie**

- You agree that we shall be entitled to send 'cookies' from this website to your computer. We use the word 'cookie' to refer to information that is sent from this website to your hard drive, where it is saved and contains information to personalize your experience on this website. In this way, the next time you use this website we will know who you are and that you have visited this website before.

## **12. Third Party**

- We are not responsible for any representations, information, warranties, or content on any website of an affiliate party (including websites linked to this website or websites facilitated by us). It is your responsibility to review the privacy policy of any such affiliate party to see how such a party protects your privacy.

## **13. Disclaimer**

- We use a variety of security technologies and procedures to help protect your personal information from unauthorized access and use. As effective as modern security practices are, no physical or electronic security system is entirely secure. We cannot guarantee the complete security of our database, nor can we guarantee that the information you supply will not be intercepted while being transmitted to us over the Internet. Any transmission is at your own risk. In the event that there is an interception of your personal information or unauthorized access or use of our database, we will not be liable or responsible for any resulting misuse of your personal information.
- We have no control over the contents of third-party sites or resources that are

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linked to this website, and we accept no responsibility or liability for them or the privacy practices they use or for any loss or damage that may arise from your use of such websites or resources.

#### **14. Applicable Law**

- This Privacy Policy will be governed by, and interpreted in accordance with, the laws of the Republic of South Africa. To the extent that a court has jurisdiction over any dispute that may arise out of or in connection with this Privacy Policy, you hereby submit to the jurisdiction of the High Court of South Africa.