



DU TOITSKLOOF

***DU TOITSKLOOF WINE CELLAR
AGRICULTURAL CO-OPERATIVE LIMITED***

(GROUP OF ENTITIES INCORPORATED IN THE REPUBLIC OF SOUTH AFRICA)

HEREINAFTER REFERRED TO AS 'DU TOITSKLOOF'

Website Terms of Use

LAST UPDATED

1 JULY 2021

READ THIS POLICY CAREFULLY BEFORE BROWSING DU TOITSKLOOF'S WEBSITES & OTHER ELECTRONIC PLATFORMS OR USING ANY OF THE SERVICES OFFERED BY DU TOITSKLOOF ON OUR WEBSITE. YOUR USE OF DU TOITSKLOOF'S WEBSITES AND PLATFORMS INDICATE THAT YOU HAVE BOTH READ AND CONSENT TO THE TERMS OF THIS DOCUMENT. DO NOT USE DU TOITSKLOOF'S WEBSITES OR ELECTRONIC PLATFORMS IF YOU DO NOT ACCEPT THESE TERMS. ALL SECTIONS OF THIS DOCUMENT ARE APPLICABLE TO ANYONE WHO USE OR VISIT DU TOITSKLOOF'S WEBSITES OR ELECTRONIC PLATFORMS, UNLESS A PARTICULAR SECTION EXPRESSLY STATES OTHERWISE.

1 WEBSITE TERMS AND CONDITIONS OF USE

- 1.1 This document sets out the terms and conditions ("Terms") of **DU TOITSKLOOF WINE CELLAR AGRICULTURAL CO-OPERATIVE LIMITED (REGISTRATION NUMBER: 1961/000002/24) FROM DU TOITSKLOOF WINE CELLAR R101, RAWSONVILLE, 6845, WESTERN CAPE PROVINCE, REPUBLIC OF SOUTH AFRICA** ("Du Toitskloof") pertaining to the access and use of the information, products, services and functions provided on www.dutoitskloof.co.za ("Website").
- 1.2 Should any person that accesses the Website ("you" or "user") disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.
- 1.3 If you are under the age of 18, you must obtain your parents' or legal guardians' advance authorization, permission and consent to be bound by these Terms before purchasing any products or services.
- 1.4 Du Toitskloof reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Du Toitskloof from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- 1.5 We will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.
- 1.6 If there is anything in these Terms that you do not understand then please contact us as soon as possible -see clause 11 below for contact details. Please note that calls to us may be monitored for training, security and quality assurance purposes.

2 CONTENT OF THE WEBSITE

- 2.1 Du Toitskloof reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.

- 2.2 Du Toitskloof reserves the right to change and amend the products, prices and rates quoted on this Website from time to time without notice.
- 2.3 Du Toitskloof may use the services of third parties to provide information on the Website. Du Toitskloof has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided "as is" and that Du Toitskloof and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.
- 2.4 Du Toitskloof makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
- 2.4.1 Du Toitskloof does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Du Toitskloof expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
- 2.4.2 Whilst Du Toitskloof has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and
- 2.4.3 Du Toitskloof disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which Du Toitskloof receives it and statements from external parties are accepted as fact.

3 LINKED THIRD PARTY WEBSITES AND THIRD-PARTY CONTENT

- 3.1 Du Toitskloof may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Du Toitskloof does not endorse, nor does the inclusion of any link imply Du Toitskloof's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.

3.2 While Du Toitskloof tries to provide links only to reputable websites or online partners, Du Toitskloof cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Du Toitskloof.

Du Toitskloof is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.

3.3 You agree that Du Toitskloof shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third-party website.

4 USAGE RESTRICTIONS

The user hereby agrees that it shall not itself, nor through a third party:

4.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

4.2 decompile, disassemble or reverse engineer any portion of the Website;

4.3 write and/or develop any derivative of the Website or any other software program based on the Website;

4.4 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Du Toitskloof;

4.5 without Du Toitskloof's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;

4.6 remove any identification, trademark, copyright or other notices from the

Website;

- 4.7 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- 4.8 notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

5 SECURITY

- 5.1 In order to ensure the security and reliable operation of the services to all Du Toitskloof's users, Du Toitskloof hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 5.2 You may not utilise the Website in any manner which may compromise the security of Du Toitskloof's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Du Toitskloof suffer any damage or loss, civil damages shall be claimed by Du Toitskloof against the user.
- 5.3 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act [25 of 2002](#) ("ECTA") (specifically [sections 85](#) to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Du Toitskloof and its affiliates, agents and/or partners.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 For the purpose of this clause, the following words shall have the following meanings ascribed to them:
- 6.1.1 **"Intellectual property rights"** means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under

licence by Du Toitskloof, now or in the future, including without limitation, Du Toitskloof's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

- 6.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property of, or are licensed to, Du Toitskloof and as such are protected from infringement by local and international legislation and treaties.
- 6.3 By submitting reviews, comments and/or any other content (other than your personal information) to Du Toitskloof for posting on the Website, you automatically grant Du Toitskloof and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.
- 6.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 6.5 Except with Du Toitskloof's express written permission, no proprietary material from this Website may be copied or retransmitted.
- 6.6 Irrespective of the existence of copyright, the user acknowledges that Du Toitskloof is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.
- 6.7 Du Toitskloof authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

7 RISK, LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 The user's use of this website and the information contained on the website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 7.2 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall Du Toitskloof be liable for any loss, harm, or damage suffered by the user as a result thereof. Du Toitskloof reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should Du Toitskloof deem it necessary.
- 7.3 To the extent permissible by law:
- 7.3.1 Neither Du Toitskloof, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if Du Toitskloof knows or should reasonably have known or is expressly advised thereof.
- 7.3.2 The liability of Du Toitskloof for faulty execution of the website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the website shall be limited to Du Toitskloof rectifying the malfunction, within a reasonable time and free of charge, provided that Du Toitskloof is notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of Du Toitskloof. However, in no event shall Du Toitskloof be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

- 7.3.3 You hereby unconditionally and irrevocably indemnify Du Toitskloof and agree to hold Du Toitskloof free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Du Toitskloof or instituted against Du Toitskloof as a direct or indirect result of:
- 7.3.3.1 your use of the website;
 - 7.3.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Du Toitskloof;
 - 7.3.3.3 your failure to comply with any of the terms or any other requirements which Du Toitskloof may impose from time to time;
 - 7.3.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
 - 7.3.3.5 any unavailability of, or interruption in, the service which is beyond the control of Du Toitskloof.
- 7.4 Du Toitskloof makes no warranty or representation as to the availability, accuracy or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against Du Toitskloof for any loss suffered by you, as a result of information supplied by Du Toitskloof being incorrect, incomplete or inaccurate.

8 DU TOITSKLOOF'S PRIVACY AND COOKIE POLICY RELATING TO ITS WEBSITE

- 8.1 This clause 8 provides details about our Privacy and Cookie Policy relating to our Website and forms part of these Terms. Du Toitskloof takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Policy and Du Toitskloof's Privacy Policy.
- 8.2 Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you. By personal information we do not mean general, statistical, aggregated or anonymised information.
- 8.3 Your use of our services signifies your consent to us collecting and using your personal information as specified below.

8.4 Personal Information is collected and used in accordance with Du

Toitskloof's Privacy Policy.

- 8.5 The time periods for which Du Toitskloof keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring Du Toitskloof to keep your information, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.
- 8.6 Du Toitskloof may disclose information to third parties e.g., we may provide aggregate statistics about our sales, customers, traffic patterns and other website information to third parties, but these statistics will not include any information that could identify you.
- 8.7 We may use cookies and similar tracking technologies to track the activity on our Website and store certain information. '**Cookies**' are small files that are placed on your computer, mobile device or any other device by a website, containing the details of your browsing history on our website among its many uses. Tracking technologies that may be used may include web beacons, browser cookies, targeting cookies, tracking via mobile apps, third party and social media cookies, flash cookies, tags, and scripts to collect and track information and to improve and analyse our Website.
- 8.8 Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when you go offline, while Session Cookies are deleted as soon as you close your web browser.
- 8.9 You can alter the settings of your browser to prevent automatic acceptance of Cookies and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all.

The links below will help you find the settings for some common browsers (please note that we are not responsible for the content of external websites):

- Manage cookie settings in [Chrome](https://support.google.com/chrome/answer/95647?hl=en) and [Chrome Android](https://support.google.com/chrome/answer/95647?hl=en&co=GENIE.Platform%3DAndroid&oco=1) and [Chrome iOS](https://support.google.com/chrome/answer/95647?hl=en&co=GENIE.Platform%3DiOS&oco=1)
 - Manage cookie settings in [Safari](#) and [Safari iOS](#)

https://support.apple.com/kb/PH19214?locale=en_US

<https://support.apple.com/en-gb/HT201265>

- Manage cookie settings in Firefox

<https://support.mozilla.org/t5/Protect-your-privacy/Enable-and-disable-cookies-that-websites-use-to-track-your/ta-p/2784>

- Manage cookie settings in Internet Explorer

<https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>

- Manage cookie settings in Opera

<http://www.opera.com/help/tutorials/security/privacy/>

For all other browsers, or, for alternative advice, help may be sought by visiting www.allaboutcookies.org, or, via your device user manual, or, online help files.

- 8.10 If you would like us to stop processing your information for marketing purposes, please write to us at the address set out in clause 11 below.)

9 CONFIDENTIALITY

- 9.1 By subscribing or registering on our Website, you agree that you shall hold in the strictest confidence and not disclose to any third-party information acquired in connection with any aspect of the products and/or services offered by Du Toitskloof. You shall notify Du Toitskloof should you discover any loss or unauthorised disclosure of the information.

- 9.2 Any information or material sent to Du Toitskloof will be deemed not to be confidential, unless otherwise agreed in writing by the user and Du Toitskloof.

10 BREACH OR CANCELLATION BY DU TOITSKLOOF

- 10.1 Du Toitskloof is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Du Toitskloof's right to claim damages, should any user:

- 10.1.1 breach any of these Terms;

- 10.1.2 in the sole discretion of Du Toitskloof, use the Website in an unauthorised manner;
or
- 10.1.3 infringe any statute, regulation, ordinance or law.
- 10.2 Breach of these Terms entitles Du Toitskloof to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Du Toitskloof on an attorney and own client scale.

11 COMPLIANCE WITH SECTION 43(1) OF ECT ACT

In compliance with section 43(1) of the ECT Act, the following is noted:

- 11.1 **Full name:** DU TOITSKLOOF WINE CELLAR CO-OPERATIVE LIMITED
- 11.2 **Registration number:** 1961/000002/24
- 11.3 **Physical address:** DU TOITSKLOOF WINE CELLAR R101, RAWSONVILLE, 6845
- 11.4 **Telephone number:** 023 349 1601
- 11.5 **Website address:** www.dutoitskloof.co.za
- 11.6 **E-mail address:** maris@dutoitskloof.co.za
- 11.7 **Names of office bearers:** MARIUS JOHAN LOUW

12 COMPLIANCE WITH LAWS

You shall comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to this Website.

13 NOTICES

Except as explicitly stated otherwise, any notices shall be given by email maris@dutoitskloof.co.za (in the case of Du Toitskloof) or to the e-mail address you have provided to Du Toitskloof (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty-eight) hours after an email is

sent, unless the sending party is notified that the email address is invalid.

Alternatively, Du Toitskloof may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to Du Toitskloof. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

14 GENERAL CLAUSES

- 14.1 These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 14.2 This Website is controlled and administered on instructions of Du Toitskloof within the Republic of South Africa. Du Toitskloof makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 14.3 Du Toitskloof does not guarantee continuous, uninterrupted or secure access to our services, as operation of our website may be interfered with as a result of a number of factors which are outside of our control.
- 14.4 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 14.5 Du Toitskloof's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 14.6 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written

consent of Du Toitskloof.

- 14.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 14.8 The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 14.9 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 14.10 These Terms set forth the entire understanding and agreement between Du Toitskloof and you with respect to the subject matter hereof.

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