

# Web Site Terms and Conditions of Use

## 1. USAGE

1.1 Persons using the CERES FRUIT JUICES (PTY) LTD web site for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of CERES FRUIT JUICES (PTY) LTD when accessing the web site as set out below.

1.2 This web site is intended to provide the user only with information regarding CERES FRUIT JUICES (PTY) LTD and the services/products it offers.

1.3 Without derogating from the foregoing, CERES FRUIT JUICES (PTY) LTD hereby authorises the user to view, copy, download to a local drive, print and distribute the content of this web site, or any part thereof, provided that:

1.3.1 such content is used for information and/or non-commercial purposes only; and

1.3.2 any reproduction of the content of this web site, or portion thereof, must include the following copyright notice: © CERES FRUIT JUICES (PTY) LTD 2008. ALL RIGHTS RESERVED.

1.4 Users that wish to use content from this site for commercial purposes may only do so with prior written permission from CERES FRUIT JUICES (PTY) LTD.

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## 3. ELECTRONIC COMMUNICATIONS

By using this web site or communicating with CERES FRUIT JUICES (PTY) LTD by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communications satisfy any legal requirement, including but not limited to the requirement that such communications should be "in writing".

## 4. CHANGES AND AMENDMENTS

4.1 CERES FRUIT JUICES (PTY) LTD expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in this web site without prior notice.

4.2 CERES FRUIT JUICES (PTY) LTD reserves the right to change and amend the information, prices and rates quoted as well as the terms and conditions on this web site without any notice.

## 5. PRIVACY POLICY

5.1 CERES FRUIT JUICES (PTY) LTD protects the user's privacy.

5.2 No personal information about a user will be disclosed to third parties without the user's permission or due process.

5.3 CERES FRUIT JUICES (PTY) LTD gathers and will be in possession of the following private and personal information:

Information provided by the user voluntarily – this information is used to provide a better service to users;

Information automatically provided (e.g. via cookies) – this information is gathered to better users' browsing and interaction with CERES FRUIT JUICES (PTY) LTD. Cookies cannot harm users' computers nor carry viruses.

5.4 By using this web site the user consents to the following:

5.4.1 CERES FRUIT JUICES (PTY) LTD may use a user's personal information to communicate with the user from time to time. Personal information may also be shared and disclosed to business partners of CERES FRUIT JUICES (PTY) LTD. Users may indicate if they do not wish to receive such communications; and

5.4.2 CERES FRUIT JUICES (PTY) LTD may use the user's information for non-personal statistical purposes.

5.5 CERES FRUIT JUICES (PTY) LTD retains the copyright in databases of personal information of users.

## 6. LINKING AND FRAMING

6.1 Any third party site may link to this web site provided that such a link is directed at the home page of this web site. It is expressly prohibited for any person, business,

entity or web site to link to any page other than the home page of this web site, without the prior written approval of CERES FRUIT JUICES (PTY) LTD.

6.2 It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of CERES FRUIT JUICES (PTY) LTD.

## 7. AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

7.1 No information or data on this web site is an offer to do business, but is merely an invitation to do business.

7.2 No agreements shall be concluded merely by sending a data message to this web site or its owners. Valid agreements require an acknowledgement of receipt from CERES FRUIT JUICES (PTY) LTD before such agreements are concluded.

7.3 No e-mail message shall be deemed to have been received by CERES FRUIT JUICES (PTY) LTD until and unless a response has been issued from CERES FRUIT JUICES (PTY) LTD. An automated response from CERES FRUIT JUICES (PTY) LTD shall not satisfy this requirement.

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The use of search technology, such as “web-crawlers” or “web-spiders”, to search and gain information from this web site is not permitted if such technology will result in slowing down this web site’ server or copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 1 and 2 hereof.

## 9. LINKS TO THIRD PARTY SITES

9.1 CERES FRUIT JUICES (PTY) LTD may provide links to other web sites only as a convenience to the user and the inclusion of any link does not imply CERES FRUIT JUICES (PTY) LTD endorsement of such sites.

9.2 Linked web sites or pages are not subject to the control of CERES FRUIT JUICES (PTY) LTD. CERES FRUIT JUICES (PTY) LTD shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site

## 10. SECURITY OF INFORMATION

10.1 All reasonable steps will be taken to secure a user’s information.

10.2 User's undertake not to divulge their user name and passwords to any other person.

10.3 It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any information on this web site, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this web site. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this web site or attempts to gain unauthorised access to any page on this web site shall be held criminally liable, and in the event that CERES FRUIT JUICES (PTY) LTD should suffer any damage or loss, civil damages will be claimed.

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11.5 Postings of any kind send to this web site are not editorially controlled and therefore CERES FRUIT JUICES (PTY) LTD cannot be held liable for illegal or unconstitutional content. The user indemnifies CERES FRUIT JUICES (PTY) LTD from all liability in this regard.

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12.2 In the event that any term or condition of the use of this web site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

### 13. APPLICABLE AND GOVENERING LAW

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### 14. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact CERES FRUIT JUICES (PTY) LTD at:

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