

Terms of Use and Privacy Policy

1. CONDITIONS OF ACCESS

The use of this app or web site (“this site”) by you is subject to the terms and conditions of use as set out below. It is important that you read and understand the terms of use applicable to this site.

2. ACCEPTANCE

These terms and conditions of use become effective when you access this site for the first time and constitute a binding agreement between Afrique Pet Food Proprietary Limited , registration number 2003/018164/07, or its subsidiaries or affiliates, as the case may be (“us/we/our”) and yourself. All Goods sold via this site is subject to the Afrique Pet Food Proprietary Limited General Condition of Sale. Should the content of the Terms of Use and Privacy Policy and the General Conditions of Sale contradict each other the terms of the former will take precedence over the latter.

3. INFORMATION ON THIS SITE

- 3.1. All information on this site is only intended to provide you with general information about us, our products and our services (the “online services”).
- 3.2. All information regarding the product and services including information in respect of the terms and conditions or any other matters, is subject to change without notice.

4. THIRD PARTY INFORMATION

We may use the services of other third party organisations to provide information on this site. We have no control over the third-party information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. We will not be directly or indirectly liable for any damages that may arise from your reliance on it.

5. AMENDMENTS TO THESE CONDITIONS

- 5.1. We may amend these conditions from time to time without notification to you.
- 5.2. By accessing this site you are bound to the version of the terms and conditions published at the time of any visit to this site. Unless otherwise stated, the current version shall supersede and replace all previous versions of these terms and conditions.
- 5.3. You agree to view the current version each time that this site is visited.
- 5.4. The current version of these conditions will govern the respective rights and obligations between us each time you access this site.

6. REGISTRATION AND USE OF THE SITE

- 6.1. Only registered users may order Goods on the site.
- 6.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to us. You will need to use your unique username and password to access the site in order to purchase Goods.
- 6.3. You agree and warrant that your username and password shall:
 - 6.3.1. be used for personal use only; and

- 6.3.2. not be disclosed by you to any third party.
- 6.4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
- 6.5. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.
- 6.6. You agree to notify us immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

7. CONCLUSION OF SALES AND AVAILABILITY OF STOCK

- 7.1. Users with folio numbers may place orders for Goods, which we may accept or reject and this would depend on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by us for the Goods.
- 7.2. We will indicate the acceptance of your order by delivering the Goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and us come into effect (the "Sale"). This is regardless of any communication from us stating that your order or payment has been confirmed. We will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
- 7.3. Placing Goods on order without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the order if stock is no longer available or the price thereof might change without notice to you. You cannot hold us liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
- 7.4. You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. We will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the site. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, we will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.

8. PAYMENT

- 8.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- 8.2. Payment can be made for Goods via –
 - 8.2.1 Electronic Funds Transfer (EFT) method
 - 8.2.2 Credit Account – Applicable for clients ordering the goods on credit where there is a credit account in place with agreed trading terms.
 - 8.2.3 Card payment options provided via Paygate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the

website. Users may go to www.paygate.co.za to view their security certificate and security policy. Payment may be made via Visa, MasterCard, Diners or American Express Cards.

8.2.4 Customer details separate from card details

Customer details will be stored Afrique Pet Food separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

8.2.5 Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

9. DELIVERY OF GOODS

- 9.1. We offer 2 (two) methods of delivery of Goods to you. You may elect delivery via:
 - 9.1.1. Delivery as per address indicated or
 - 9.1.2. Self-collection at an approved Depot.
- 9.2. Our delivery charges are subject to change at any time, without prior notice to you. You will see the applicable delivery charges on your order if applicable.
- 9.3. Where we accept your order, we will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.
- 9.4. Our obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order by means of a delivery note. We are not responsible for any loss or unauthorised use of a product, after the product has been delivered to the physical address nominated by you.

10. ERRORS

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Site. However, should there be any errors of whatsoever nature on the Site (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid.

11. LINKED THIRD-PARTY SITES

- 11.1. This site may contain certain images and links to other third-party websites ("linked sites") with information and material produced by other parties. The linked sites are not under our control and we are not responsible for the content of any linked site, including but without limitation to any link contained in a linked site, or any changes or updates to a linked site.
- 11.2. We are not responsible for webcasting or any other form of transmission from linked sites nor are we responsible if the linked site is not working properly.

- 11.3. We will provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site, their business or security practices or any association with its operators.

12. HYPERLINKS, DEEP LINKING, CRAWLERS AND METATAGS

- 12.1. If any third party wants to establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as “linking”), to this site, our prior written consent is required.
- 12.2. Our consent may be withheld or granted, subject to conditions specified by us.
- 12.3. Breach of these conditions entitles us to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

13. COLLECTION FROM BROWSER

- 13.1. AFGRI Animal Feeds will automatically receive and record internet usage information on our server logs from your browser such as the following usage information:
 - 13.1.1. Internet Protocol address (IP) address, Browsing habits, click patterns, Versions of software installed, System type, Screen resolutions, Colour capabilities, Plug-ins, Language settings, Cookie preferences, Search engine keywords, JavaScript enablement, the content and pages that you access on the website/s, the dates and times that you visit the website/s, Paths taken, and the time spent on sites and pages within the website/s.

14. COOKIES

- 14.1. Cookies are small data files that your browser places on your computer or mobile device (if your browser allows it). Although the Consumer Protection Act, 68 of 2008 does not explicitly mention cookies, it will apply because cookies can contain personal information. Cookies help your browser navigate a website. When a server uses a web browser to read cookies, the cookies can help a website deliver a more user-friendly service. To protect your privacy, your browser only gives website access to the cookies it has already sent to you.
- 14.2. Why Do We Use Cookies? -Our sites use cookies to recognise and keep certain information. That information may be used to recognise your computer and browser from current or past visits to this or related sites. We may use this cookie-captured information to improve our service to you, to aggregate information about visitors to the sites and their behaviour, to remember you, to understand and save user preferences, or to keep track of advertising. We may contract with third-party service providers to assist us in better understanding our site visitors. In most internet browsers, you can change your settings so that you will be warned each time a cookie is being sent, or so that cookies will be turned off. With cookies blocked, some functions of the sites may not operate properly. Some of the cookies we use are session cookies and only lasts until you close your browser, others are persistent cookies which are stored on your computer for longer.
- 14.3. Third Party cookies – For some of the functions within these websites, we use third party suppliers (for example, when you visit a page with videos embedded from or links to YouTube on the i-traffic website). These videos or links (and any other content from third-party suppliers) may contain third-party cookies and you may wish to consult the policies of these third-party websites for information regarding their use of cookies.

- 14.4. Reject and Delete cookies – You can choose to reject or block the cookies set by our websites and the websites of any third-party suppliers by changing your browser settings – see the Help function within your browser for further details. Please note that most browsers automatically accept cookies so if you do not wish cookies to be used you may need to actively delete or block the cookies. For information on the use of cookies in mobile phone browsers and for details on how to reject or delete such cookies, please refer to your handset manual. Note, however, that if you reject the use of cookies you will still be able to visit our websites but some of the functions may not work correctly.

15. ABOUT SECURITY

- 15.1. We are committed to making sure that your online experience is safe and secure.
- 15.2. We use multiple levels of security, and state-of-the-art Internet technology, beginning with your browser and ending with our own security infrastructure to ensure that access to your terminal is private and secure.

16. PRIVACY POLICY

- 16.1. We are committed to maintaining the privacy and security of your personal and private information (“user information”) submitted to us via the site.
- 16.2. We shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569
- 16.3. We know that you expect a high level of privacy and security for the user information that you have shared or intend sharing with us. This privacy policy is designed to inform you of the types of information we may collect, how we use that information, and the circumstances under which we will share it with third parties.
- 16.4. By visiting or making use of the site and supplying us with your user information, you are accepting the practices described within this document.
- 16.5. We are strongly committed to ensuring that the user information you provide to us is treated securely and responsibly.
- 16.6. The decision to provide us with certain user information via the site is always up to you. It should however be noted that in financial dealings, withholding certain information may limit the services we are able to offer to you.
- 16.7. We will not collect or use user information without obtaining your consent. In instances where we do obtain user information from information providers, we will ensure that the third party has obtained valid consent before making use of such user information.
- 16.8. In respect of all marketing activities related to our services or products, consent to collect or use your information will be obtained from you. Should you choose to not provide consent, then consent will be implied (e.g. if you are given the opportunity to opt out of a specific form of information sharing, but choose not to do so, it implies that you choose to share this information).

- 16.9. It is important to note that where user information is provided for marketing services, it is only done so with your consent as described above. In addition, third parties chosen by any member within the Philafrica Foods Group are tested by strict due diligence processes to ensure that your information is handled securely.
- 16.10. The type of user information you will be asked to provide will vary according to the product or services required.
- 16.11. Our Company is made up of a number of different business units, that all collect information independently from our customers. We can serve you more efficiently by sharing information about your account or accounts among different business units.
- 16.12. Other companies may contact us for credit and financial information about you. We will, however, only share your information in the instances where a disclosure is made at your request or with your consent.
- 16.13. We are obliged to disclose information relating to regulatory and legal purposes, without your consent.
- 16.14. Information about you in general refers to personal information submitted to us via the site that identifies or relates to you, whether you are an individual or a business. This information includes but is not limited to details such as name, age, ID numbers, registration numbers, addresses and any other details that may be requested from time to time.
- 16.15. We have established procedures designed to ensure that your non-public personal information is as accurate and complete as possible, in accordance with reasonable standards. If you believe that our records contain inaccurate or incomplete information about you, please notify us in order to make the necessary amendments. Some changes will only be made once the necessary supporting documentation has been obtained. We will take reasonable steps to investigate your concerns and correct inaccurate information in a timely manner.
- 16.16. We may use user information to identify you and to offer a better online service.
- 16.17. Your information is required to enable us to contact you in the event of any query. We further use user information to bring to your attention details of our other services and products. The more we know about you, the better we can serve you.
- 16.18. Keeping your financial information secure is one of our most important responsibilities.
- 16.19. The only instances in which we are permitted to disclose user information is when it is:
 - 16.19.1. required by law;
 - 16.19.2. necessary to protect our interest;
 - 16.19.3. in the public interest; or
 - 16.19.4. credit reference agencies – Information about your personal debt owed to us may be disclosed to credit reference agencies, where you have fallen behind with payments and has not made proposals satisfactory to us for repayment of debt following formal demand.
- 16.20. Our business units or subsidiaries may have their own privacy policies because the nature of the service or products demands a deviation from this policy. These specific policies will apply to and exclusively govern your use of the particular service or product.

- 16.21. Except as outlined above with regards to sharing your information, we will never sell user information to any other external party. It is important to note that where user information is provided for marketing services, it is only done so with your consent as described above.
- 16.22. We may use user information to send the user information on new services or products that may be of interest to you and from time to time will mail, e-mail or SMS information to you about us, our products and services or on the Philafrica Foods Group and its products or services.
- 16.23. REGULAR NON-ENCRYPTED E-MAIL IS NOT SECURE. FOR THIS REASON, WE WILL NOT INCLUDE CONFIDENTIAL ACCOUNT INFORMATION IN AN E-MAIL RESPONSE.
- 16.24. We will further never request from you, via the use of e-mail, to provide us with personal information, such as your account number; PIN or password, etc.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. This site contains copyright and other intellectual property including logos and other graphics and multimedia works belonging to us.
- 17.2. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts, provided that:
 - 17.2.1. the material is used for considering use of the online services and for no other commercial purposes;
 - 17.2.2. any reproduction of our proprietary material from this site or portion of it, must include our copyright notice in its entirety; and
 - 17.2.3. the logos and trademarks shown on this site are our registered and unregistered trademarks, or that of third parties.
- 17.3. Nothing on this site should be construed as granting any licence or right to use any trademark without our prior written permission and/or that of third parties, as the case may be. You may not, without our prior written consent, use our intellectual property or that of third parties for any purposes whatsoever.

18. SENDING OF INFORMATION

- 18.1. Information transmitted through an unsecured link over the Internet, including e-mail, is subject to potential unlawful access or monitoring.
- 18.2. You accept that we cannot be held liable for any loss, or damage suffered by you as a result of unlawful activities by unscrupulous persons, as we cannot prevent such behaviour.

19. WARRANTIES AND REPRESENTATIONS

- 19.1. All the information appearing on this site is provided without a representation or warranty whatsoever, whether expressed or implied, and we disclaim any liability to you in this regard.
- 19.2. We make no representations or warranties regarding the accuracy, functionality, fitness for purpose or non-infringement in connection with this site and disclaims all liability in this regard.

19.3. We do not warrant that the site or online services will be error-free.

20. DISCLAIMER AND LIMITATION OF LIABILITY

- 20.1. Use of this site and the online services is entirely at your own risk. You assume full responsibility for the risk or loss resulting from the use of this site and your reliance on information contained on it.
- 20.2. In no event will we be liable for any damages, whether direct, indirect, special, incidental, or consequential whatsoever relating to your use of this site or the online services or the information contained on this site or your inability to use this site or the online services, whether such damages arose out of contract, or delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage.
- 20.3. Without derogating from the generality of the above, and to the extent legally permitted, we will not be liable for:
- 20.3.1. any interruption, malfunction, downtime, off-line situation or other failure of the site or online services, our system, databases or any of its components, beyond our reasonable control;
 - 20.3.2. any loss or damage with regard to your data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects; or
 - 20.3.3. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, local authorities and certification authorities; or any event over which we have no direct control.

21. CAPACITY TO ENTER INTO AGREEMENTS

- 21.1. You hereby warrant to us that you have the required legal capacity to enter into and be bound by these terms and conditions.
- 21.2. Minors must be assisted by their legal guardians when reading these terms and conditions.

22. YOUR LIABILITY TO US

You shall be liable to us for any liabilities, losses or expenses incurred by us as a result of any breach by you of these terms and conditions.

23. TERMINATION, SUSPENSION AND LIMITATION

- 23.1. We may:
- 23.1.1. set limits or conditions on the right to certain services, features or functions on this site;
 - 23.1.2. restrict access to parts of or all of the services on the site; and
 - 23.1.3. modify, suspend or discontinue this site, whether temporarily or permanently, without notice.

24. OUR ADDRESSES

Our address for any notice is:
Afrique Pet Food
9 Quality Road
Isando
Kempton Park
1601

25. COMMUNICATIONS

- 25.1. You acknowledge that we will use e-mail and notices on this site, as our main communication tool for all communications relating to this site, or these terms and condition.
- 25.2. An e-mail message will be deemed to be sent:
- 25.2.1. by you, at the time at which we are capable of accessing such message; or
- 25.2.2. by us, at the time shown on the message as having been sent, or if not so shown, at the time shown on our computer system as having been sent;
- 25.3. An e-mail message is deemed to be received:
- 25.3.1. by you once it becomes capable of being retrieved by you; or
- 25.3.2. by us, once we have confirmed receipt thereof by you, or responded thereto, whichever is the earlier.
- 25.4. A message shall be attributed:
- 25.4.1. to you, if it purports to have originated from you, irrespective of the fact that someone else may have impersonated you or whether the message sent to us resulted from an error or malfunction in the communication system; or
- 25.4.2. to us, if it has been sent by a duly authorised representative and such representative acted within the scope of such authority or by an automated system programmed by us and such system operated without error or malfunction.
- 25.5. Unless otherwise provided for in these terms a confirmation by us of receipt of a message from you is required to give legal effect to such message.

26. COMPLAINTS

- 26.1. We are a participant under the Consumer Goods and Services Industry Code and are bound by it. An electronic copy of this Code is available at <http://www.cgso.org.za/downloads/>. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via our Website or you can contact us on Tel 010 271 4289 or email us at info@afriquepetfood.com.
- 26.2. If we don't resolve your complaint within 15 (fifteen) business days of you having notified us of it, you are entitled to approach the Consumer Goods and Services Ombud ("CGSO"), to assist in resolving the dispute. The CGSO's contact details are: Website: <http://www.cgso.org.za/> Sharecall: 0860 000 272 Email: complaints@cgso.org.za

27. CERTIFICATE

A certificate signed by us will constitute sufficient proof of the operation or functionality of the site or any part thereof and the contents of any information displayed on the site on a given date, and will be regarded as correct unless the you prove the contrary.

28. APPLICABLE LAW AND JURISDICTION

The terms and conditions pertaining to any products or services appearing on this site or pages shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the products or services offered on this site or pages will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to this site or such products or services.

29. GENERAL PROVISIONS

- 29.1. The headings of the clauses in the conditions is provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.
- 29.2. Where any dates or times need to be calculated in terms of the conditions, the international standard time: GMT plus two hours shall be used.
- 29.3. No failure or delay by us to exercise any of our rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part these terms and conditions or prejudice our right to take subsequent action against you.
- 29.4. If any of these terms and conditions is held to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining terms and conditions which will continue to be valid to the full extent permitted by law.