

FINEST FRUIT UNDER THE SUN
SINCE 2002

AT SOURCE

HANDMADE FOODS

~ PTY • LTD ~

TERMS OF USE

(Version effective as of 14 May 2021)

Welcome to the home of At Source Handmade Foods (Pty) Ltd, a web site currently located at www.source.co.za.

Important Notice

- (1) **Please read our terms of use carefully. Your use of this web site and any of the services offered on this web site will be subject to the then current version of our terms available on this web site at the time of your use. If you do not accept our terms of use, you may not access our web site or use any of the services available via our web site.**
- (2) **Our terms contain specific provisions to limit our liability. These terms have been set out in capital letters. You should pay particular attention to these terms since they limit your ability to recover losses that you may incur in connection with your use of our web site.**
- (3) **We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using this web site since the then current version of the terms will apply to your use.**

Should you have any questions regarding this site's terms of use, please contact our Customer Care Centre at info@source.co.za or 023 313 3130.

PART A: GENERAL INFORMATION AND TERMS

1 GENERAL INFORMATION

For your convenience, we have listed below some general information about ourselves:

- The operator of this website is At Source Handmade Foods (Pty) Ltd;
- We are a private company incorporated in accordance with the laws of the Republic of South Africa with registration number 2002/014900/07;
- The chief executive officer of At Source Handmade Foods (Pty) Ltd is Handri Conradie and the Board of Directors of At Source Handmade Foods (Pty) Ltd is available at <http://www.source.co.za>
- Our postal address is P O Box 702, Ceres, 6835;
- The address of establishment of At Source Handmade Foods (Pty) Ltd is at Koelfontein Farm, Prins Alfred's Hamlet and we will accept service of all legal documents there;
- Our telephone and facsimile numbers are Tel: +27 (0)23 313 3130, Fax: +27 (1)23 3134898;
- The e-mail address of At Source Handmade Foods (Pty) Ltd is info@source.co.za;
- Our VAT number is [4470203623](#);

2 DEFINITIONS

- 2.1 In these terms of use, the following expressions shall bear the meaning assigned to them below:
- 2.1.1 "**Business Day**" - any day other than a Saturday, Sunday or South African public holiday;
- 2.1.2 "**Products**" - any goods or other products that are made available by us via this website;
- 2.1.3 "**We**", "**us**" and/or "**our**" -
- 2.1.3.1 At Source Handmade Foods (Pty) Ltd (Registration number 2002/014900/07)
- and, unless the context indicates otherwise, its owners, employees, suppliers, internet service providers, agents and affiliates;
- 2.1.4 "**You**" - the user of this website;
- 2.2 Hyperlinks which are not operational, will not in any way detract from the validity and interpretation of the terms;

3 GENERAL CONDITIONS OF USE FOR THIS WEB SITE

- 3.1 You are solely responsible for any and all telephone usage and rental fees and/or internet access service fees that may apply to your use of this web site and the services offered on it.
- 3.2 You may not access this site for any purpose other than for utilizing the services offered on it in the normal manner. You may not access our site for the purposes of redistributing or otherwise using any of our content for your own business purposes unless you are expressly licensed thereto by us in writing. You may not use your access to this site in a manner that would bring us, our business and/or any of our affiliates into disrepute. Furthermore, you may not access this site for unlawful purposes or use it in a manner which infringes our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of this site by any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to your use of this site. You may not post or transfer any material to our web site that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. We may remove any content you have submitted to this site and/or suspend your access to any part of this site at any time without notice.
- 3.3 We do not usually monitor, edit, control or filter the content submitted to this site by our users. Such content, including as may be found in blogs, forums, chat groups, comment sections and bulletin boards, do not represent our views and we have not authorized or endorsed such content. Such content should also not be viewed as professional advice of any kind, be it medical, legal, financial or otherwise. Please notify our Customer Care Centre if you have a complaint about the activities of or content submitted by a user of this site.
- 3.4 We do not distribute or endorse any products, services or events posted, promoted and/or listed on our site other than the products and services we supply ourselves and our display of such products, services or events should not be construed as any form of endorsement thereof. All arrangements regarding such products, services and events are to be made directly with the supplier thereof.
- 3.5 Notwithstanding that this site may contain links to third party web sites and that some third party web sites may contain links to this site we do not control, endorse or approve the activities or content of any such third party web sites. Please contact the relevant web site proprietor if you have a complaint about the activities or contents of a third party web site.
- 3.6 Proprietary rights (including without limitation, the trade marks, copyright and patent rights) in the components of this site belong to us and our licensors, including in the compilations, collective works and derivative works created

incorporating the content of our users. The individual content you may submit will remain your property, but you grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content free from any restriction and on the basis as if we were the owners thereof, including by modifying, reproducing, compiling, publishing, publicly performing, distributing, broadcasting and promoting it.

- 3.7 The downloading and use of data contained on this web site is done at your sole discretion. You should independently verify the completeness and reliability of information provided on or via this site. Also be aware that viruses or code which may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protection mechanisms to prevent such harm from occurring.
- 3.8 **ACCESS TO OUR WEB SITE SERVICES IS PROVIDED TO YOU FREE OF CHARGE. RELIANCE ON AND USE OF OUR WEB SITE, CONTENT AND SERVICES ARE THEREFORE AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW OR THE CONTRARY IS EXPRESSLY STATED.**
- 3.9 We also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use including those relating to our ordering service. It is your responsibility to review our terms of use on each occasion prior to making use of this site and our ordering service. If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this web site.
- 3.10 We are committed to protecting your privacy. We will collate the information which you give to us to provide you with services and personalize your use and visits of this site. We may also use such information to inform you, the user, about changes in the services we offer and/or about features we think you would find of interest. We may also permit the affiliated entities in our company group to inform you about products or services they offer that might interest you. By giving us this information, you consent to our use of it for these purposes and for the purposes outlined in our Client Information Processing Policy, including for the purpose of processing your orders and instructions. For further information regarding our treatment of your personal information, you are referred to our Client Information Processing Policy.
- 3.11 We have to protect our business and secure our systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive via our web site and we may use, publish and

