



WEBSITE TERMS OF USE

1. INTRODUCTION

- 1.1. The website terms of use ("Terms") contained in this document governs the relationship between Beck Family Hospitality (Pty) Ltd t/a Steenberg Farm ("Service Provider", "our", "we", or "us") and you as the user of our website.
- 1.2. Keep the following in mind when reading these Terms:
 - 1.2.1. headings are included to help you find your way;
 - 1.2.2. if something is typed in **bold**, it means that we want to draw your attention specifically to that part. It may pertain to your rights or obligations in terms of the Consumer Protection Act 68 of 2008 ("the CPA");
 - 1.2.3. "Platforms" shall include our website, applications, emails, social media, and/or any other similar electronic mechanism you may use to interact with us;
 - 1.2.4. "Services" shall include any services offered by us as indicated on our Platforms; and
 - 1.2.5. "Products" shall refer to products or goods offered by us on our Platforms.
- 1.3. By using our Platforms and purchase Products or Services from us through our Platforms, you consent to these Terms and acknowledge that you have read and understand the content thereof.
- 1.4. We may amend these Terms in our sole discretion. The amendments will supersede and replace any previous Terms and will apply to you. Our terms shall be available on our website.
- 1.5. The use of our Platforms may be subject to additional terms, as indicated on our website, and you will be bound by such additional terms.

2. NO WARRANTIES OR REPRESENTATIONS

- 2.1. **We do not warrant the correctness of Products and Service information on our Platforms.** Once we become aware of any inaccuracies, we may correct, change or update information, or cancel orders at any time if any information is inaccurate.

- 2.2. **We do not warrant that our Platforms or Product and Service Information or downloads shall be error-free** or that they shall meet any particular criteria of performance or quality, including merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 2.3. While we have taken reasonable measures to ensure the integrity of our Platforms and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via our Platforms are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of any of your systems or devices.

3. INDEMNIFICATION

- 3.1. **Your use of our Platforms and the information contained thereon is entirely at your own risk and you take full responsibility and risk of loss resulting from the use thereof.**
- 3.2. You bear all risk of transmitting information via our Platforms, as it is susceptible to monitoring and interception. Under no circumstances shall we be liable for any loss, harm, or damage suffered by you as a result thereof. We reserve the right to request independent verification of any information transmitted to us and you consent to such verification should we deem it necessary.
- 3.3. We will not, nor our affiliates, shareholders, agents, consultants or employees be liable for any damages whatsoever, including any direct, indirect, special, incidental, consequential or punitive damages (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 our Platform or any functionality thereof, the information contained thereon, or of any linked website.
- 3.4. We do not guarantee continuous, uninterrupted or secure access, as operation of our Platforms may be interfered with as a result of a number of factors which are outside of our control.

4. YOUR USAGE OF OUR PLATFORMS ARE RESTRICTED

- 4.1. You may not make use of our Platforms if you are under the age of 18.
- 4.2. You hereby agree that you shall not, nor through a third party:
- 4.2.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, license, sub-license, encumber or in any other way deal with any part of our Platforms for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
 - 4.2.2. decompile, disassemble or reverse engineer any portion of our Platforms;
 - 4.2.3. write and/or develop any derivative of our Platforms or any other software program based on our Platforms;
 - 4.2.4. modify or enhance our Platforms. If you make modifications or enhancements to our



Platforms in breach of this clause, such modifications and enhancements shall be our property;

- 4.2.5. without our prior written consent, provide, disclose, divulge or make available to or permit the use of or give access of our Platforms by persons other than you;
- 4.2.6. remove any identification, trademark, copyright or other notices from our Platforms; or
- 4.2.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through our Platforms, 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.

5. PERSONAL INFORMATION

Your personal information will be used in accordance with our **Privacy Policy**. Our **Privacy Policy** can be accessed on the Website.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. For the purpose of this clause, "Intellectual property rights" refers to all and any of the rights in and to intellectual property of any nature owned and/or controlled directly or under license by us now or in the future, including our 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 exist in any part of the world, whether registered or not.
- 6.2. All intellectual property rights in all content, trademarks, software, data, material, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on our Platforms ("proprietary material"), are the property of, or are licensed to, us.
- 6.3. You automatically grant us and our affiliates, by submitting reviews, comments and/or any other content (other than your personal information) to us, a non-exclusive, royalty-free, perpetual, irrevocable right and license 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 license, 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 on our Platforms is granted to you.
- 6.5. We authorize you only to view, copy, temporarily download and to print the content of our Platforms, 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. Anything beyond will require our prior express written consent.



7. YOU USE THIRD-PARTY TOOLS AT YOUR OWN RISK

- 7.1. When using our Platforms you may be directed, shown or given access to, third-party tools and websites that are not under our supervision or control. **We are not responsible for your use of optional third-party tools or websites, and we do not make any warranties or representations about such tools.** You use third-party tools at your own risk and must familiarize yourself with the terms and conditions of any third-party tools you use.
- 7.2. Complaints or concerns about a third-party tool or website must be directed to the relevant third-party.

8. WE MAY CHANGE INFORMATION OF OUR PRODUCTS AND SERVICES WITHOUT NOTICE

We reserve the right to make improvements, to change or to discontinue, without notice, any aspect, feature, information, content, prices, promotions, offers, shipping costs, availability, transit times and/or rates quoted on our Platforms.

9. DESCRIPTION OF OUR PRODUCTS AND SERVICES

- 9.1. The main characteristics of our Products and Services have been provided on our Platforms for you to make an inform decision, subject to amendments and reservation of rights.
- 9.2. Images of Products and Services on our Platforms are for illustrative purposes only. We display all images and colours of our Services as accurately as possible, but colours may be displayed differently on your device.
- 9.3. We cannot guarantee the availability of stock, but we make every effort to update stock of our Products and Services on our Platforms. Should Products and/or Services be offered while they are actually out of stock, then we will only be liable to refund any monies paid by you to us when we are unable to fulfil your order as indicated within 30 days after we have notified you.
- 9.4. The packaging relating to our Products and/or Services may vary from the packaging indicated on our Platforms.

10. PRICES FOR PRODUCTS AND SERVICES

- 10.1. The prices of our Products and Services are provided on the Platforms for you to make an inform decision, subject to amendments and reservation of rights.
- 10.2. The transaction currency is South African Rand (ZAR).
- 10.3. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa.



11. BILLING AND ACCOUNT INFORMATION FOR PRODUCT AND SERVICES

- 11.1. You must provide current, complete and accurate purchase and account information for all purchases made through our Platforms and promptly update your account and other information. We need this updated information to complete your transactions and contact you as needed. **We will not be liable for any damages you suffer as a result of you entering the wrong information.**
- 11.2. If you are concerned about the protection of your billing and account information, please read our Privacy Policy available on our Website.
- 11.3. Your information will be stored by us separately from card details which are entered by you on PayGate's secure site. For more details on PayGate, we refer you to www.paygate.co.za. We do not store your card details and payment information on our Platforms.
- 11.4. We may scrutinize orders and transactions to prevent fraud or unlawful activity. If we suspect that a transaction is not legitimate, we may refuse the transaction.

12. ACCEPTABLE PAYMENT METHODS FOR PRODUCTS

- 12.1. Payment for our Products may be made via PayGate (Pty) Ltd. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on our Platforms. Users may go to www.paygate.co.za to view their security certificate and security policy.
- 12.2. We will provide you with an electronic receipt after you have made payment for the Products and/or Services.

13. COUPONS AND VOUCHERS

- 13.1. Coupons or vouchers may be made available for redemption against our Products and/or Services and are governed by these Terms.
- 13.2. Coupons may only be used once, by one person, within the limited time period failing which it will expire.
- 13.3. Coupons may not be exchanged for cash or part thereof and may not be re-issued when damaged, lost or stolen.

14. BOOKINGS AND CANCELLATIONS

We have separate **Booking and Cancellation** terms. You can view these terms on our Website.

15. BREACH OR CANCELLATION

- 15.1. We are entitled without notice, in addition to any other remedy available to us at law or under



these Terms, including obtaining an interdict, to cancel these Terms, limit or deny you use of our Platforms, Products and/or Services, or to claim specific performance of any obligation, in either event without prejudice to our right to claim damages, should you:

15.1.1. breach any of these Terms;

15.1.2. in the sole discretion of us, use our Platforms in an unauthorized manner; or

15.1.3. infringe any statute, regulation, ordinance or law.

15.2. Breach of these Terms 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.

16. DISPUTE RESOLUTION

16.1. You are required to firstly submit any dispute to us by sending an email to: info@steenbergfarm.com to afford us an opportunity to resolve the complaint within 14 days of receipt of the email.

16.2. You may approach any other relevant authority or dispute resolution body, for resolution of the dispute, should we not resolve the dispute within the time period in clause 19.1 above.

17. OUR DETAILS

17.1. Our business details are set out below:

17.1.1. Business name and registration number: Beck Family Hospitality (Pty) Ltd t/a Steenberg Farm

17.1.2. Registration number: 2021/550661/07

17.1.3. Registered address: Steenberg Estate, Steenberg Road, Tokai, Western Cape, 7945

17.1.4. Telephone number: +27 21 713 2211

17.1.5. Website address: www.steenbergfarm.com

17.1.6. E-mail address: info@steenbergfarm.com

18. COMPLIANCE WITH LAWS

You must comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to our Platforms.

19. APPLICABLE LAW

Your use of the Website and our Platforms are subject to the laws of the Republic of South Africa and the jurisdiction of the Courts of the Republic of South Africa.

20. NOTICES

Except as explicitly stated otherwise, any notices shall be given by email to info@steenbergfarm.com. 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, we may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to us. 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.

21. FORCE MAJEURE

We will not be liable for any default or delay in the performance of our obligations under these Terms if such default or delay is caused by any act of God, war or civil disturbance, court order, or any other circumstance beyond our reasonable control including fluctuations in communications or utility services ("Circumstances of Force Majeure") and provided we are without fault in causing such default or delay, and such default or delay could not have been prevented by us through the use of reasonable alternative sources, workaround plans or other reasonable means.

22. GENERAL CLAUSES

- 22.1. If a provision of the Terms is found to be unenforceable, that provision and the rest of the Terms will be enforceable as is permitted in law. The unenforceable portion will be deemed to be severed from the Terms and it will not affect the validity of the rest of the Terms.
- 22.2. Our Platforms are controlled, operated and administered by us from our offices within the Republic of South Africa. We make no representation that the content of our Platforms are appropriate or available for use outside of South Africa. Access to our Platforms from territories or countries where the content of our Platforms is illegal is prohibited. **You may not use our Platforms in violation of South African export laws and regulations. If you access our Platforms from locations outside of South Africa, you are responsible for compliance with all local laws.**
- 22.3. Our 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.
- 22.4. 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 us.

- 22.5. 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.

