



WEBSITE TERMS AND CONDITIONS OF USE

1.1. WHO OWNS THIS WEBSITE?

This website is owned and operated by Market Demand Fruits (Registration Number: 2004/011863/07) of Simondium Guild, R45, Simondium, 7670, Western Cape, South Africa.

1.2. TERMS AND CONDITIONS APPLY

These Terms apply to your use of this website. **By using this website, you acknowledge that you have read and understood these Terms and agree to be bound by them.** They represent our entire agreement with you and replace all prior terms, conditions, warranties and/or representations to the extent permitted by law.

1.3. AMENDED OR UPDATED TERMS

We may periodically update or change the Terms without notice. You should check them from time to time, as your continued use of our website will mean you accept any updated or revised Terms.

1.4. LAW & ARBITRATION

This agreement is governed by the laws of the Republic of South Africa. Any dispute arising in relation to our agreement with you shall, to the extent permitted by law, be referred to arbitration in Cape Town.

1.5. USE OF OUR WEBSITE

1.5.1. You are welcome to browse or use our website for your own non-commercial and information purposes only. No other use is permitted without our prior written consent. If you wish to use content from this site for commercial purposes, you may only do so with the prior written permission obtained from the Marketing and Communications Department of Market Demand Fruits who may be contacted at +27 (0)21 874 2028 or info@marketdemandfruits.co.za.



1.5.2. The unauthorised use of the content of this website, the uploading of any unlawful or damaging information or viral software, or the creation of any links to our website from any other site whatsoever, is strictly prohibited. **You agree to indemnify us against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of our website and/or its contents contrary to these Terms.**

1.5.3. We shall not lose any of our rights under these Terms if we do not immediately and in every instance insist on them.

1.6. **ACCURACY OF WEBSITE CONTENT**

All reasonable steps are taken to ensure that the information on our website is accurate and up-to-date. We do not, however, warrant that the content or information displayed is always accurate, complete and/or current.

1.7. **INTELLECTUAL PROPERTY**

All rights, including copyright, trade mark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on this website are owned by or licensed to us. All data and information communicated to or from the website including its database also belongs solely to us or our licensors.

1.8. **USE OF OUR LOGOS, CONTENT AND IMAGES**

You are not permitted to use the content of our website, our logos or any product or other images that appear on our website without our prior written consent. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited.



1.9. **HYPERLINKS**

External hyperlinks may appear on our website. The hyperlinks may not be construed to constitute any relationship between us and any linked third party or any endorsement by us of such third party, and **use of or reliance on any external links provided is at your own risk.**

1.10. **PRIVACY POLICY**

Make sure that you have read our privacy policy which can be found at www.marketdemandfruits.com/privacypolicy.

1.11. **DISCLAIMERS AND EXCLUSIONS OF LIABILITY**

Use of our website is entirely at your own risk. We do not warrant that the functions provided by the website will be uninterrupted or error free, or that the website or the server that makes it available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our website or the purchase of any of our products or services. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our website.

1.12. **THE LEGAL STUFF**

1.12.1. We shall be entitled to cede, assign and delegate all or any of our rights and obligations in terms of these Terms.

1.12.2. Each clause of these Terms is separate. If any clause becomes illegal, invalid or unenforceable for any reason or in any jurisdiction, the clause shall be treated as if it had not been written. This does not make the rest of the Terms illegal, invalid or unenforceable.



1.12.3. Should we be prevented from fulfilling any of our obligations to you as a result of any event beyond our control, then those obligations shall be deemed to have been suspended to the extent that and for as long we are prevented from fulfilling them and your corresponding obligations shall be suspended to the same extent.

Document Status:

Created: 2017-06-22

Updated: N/A

Version: 1

Revision: 1