

TWK Agri (Pty) Ltd Terms and Conditions of Privacy Policy and Website Disclaimer

1. Introduction

These terms and conditions govern the manner in which TWK Agri (Pty) Ltd ("TWK/our/we/us") treats your personal information that you provide to us when you use this website. We value the information that you choose to provide us with and respect your privacy and your personal information and for this reason, we will take all reasonable measures, in accordance with these terms and conditions, to protect your personal information from loss, misuse or unauthorized alteration and to keep it confidential. Should we ask you to provide certain information by which you could be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. These terms and conditions are effective from 01/09/2017.

2 Personal Information

We may collect the following personal information that identifies or relates specifically to you, for example:

- 2.1 your name and surname
- 2.2 your contact information including email addresses
- 2.3 your demographic information, such as postcode, preferences and interests
- 2.4 other information relevant to customer surveys and/or offers

In short, any information that we know about you will be regarded as personal information.

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- 2.5 internal record keeping
- 2.6 we may use this information to improve our products and services and ensure that we meet your needs
- 2.7 we may periodically send you promotional material or details about new products, special offers or other information which we think you may find interesting
- 2.8 If any of this promotional information relates to products, promotions, news or services of an affiliate party, and if you indicate that you would like more details, we may inform the affiliate party to contact you directly. We will however, only inform an affiliate party to contact you directly if you have indicated that this is agreeable to you.

Your privacy is important to us. We will therefore not sell, distribute or lease your personal information to unauthorized entities or other third parties, for their independent use, without your consent or if required by law to do so. If at any stage, after you have given us your consent, you no longer wish us to use or share your personal information with an affiliate party, you may at any stage withdraw your consent. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible ljohnson@twkagri.com. We will promptly correct any information found to be incorrect.

3 Agreement

This website is made available to you by us conditional upon your acceptance, without modification, of these terms and conditions, all applicable laws and regulations, and you further agree that you are responsible for compliance with any applicable local laws. If you do not agree with any provision contained herein, please do not use this website.

By communicating with TWK electronically, you consent to receiving messages from TWK electronically and agree that any agreement, notice, disclosure or other message transmitted electronically satisfies any legal requirement, including that it be "in writing". Unless TWK agrees otherwise, TWK only deemed to have received a message once a person has responded to it; and sent a message once reflected as "sent" on GWK's message server logs.

4 Use License & Copyright

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- 4.5 remove any copyright or other proprietary notations from the content of this website;
- 4.6 transfer the materials to another person or "mirror" the materials on any other server;
- 4.7 distribute or commercially exploit the content of this website; or transmit or store any content of this website in any other website or other form of electronic retrieval system.

5 Disclaimer

While we have taken care to ensure that the content on this website is accurate, this website and the services accessible on or via this website are provided on an 'as is' basis and your use of and reliance on the information on this website and the online services is entirely at your own risk. To the fullest extent permissible by law, we expressly disclaim all warranties, expressed or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, compatibility, or non-infringement of intellectual property or other violation of rights and security and accuracy in respect of this website and the services accessible on this website. While we take all reasonable precautions to prevent this, we do not warrant that the website or any software available for download on the website is free of viruses or destructive code.

6 Limitations

In no event shall TWK or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the material on our website, even when we or an authorized representative of us have been notified orally or in writing of the possibility of such damage.

Without derogating from the generality of the above, we will not be liable for:

- 6.1 any interruption, malfunction, downtime or other failure of the website or online services, our system or any of its components for reasons beyond our control including failure of goods or services provided by third parties; or
- 6.2 any loss or damage with regard to 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.

7 Accuracy of materials

The materials appearing on our website could include technical, typographical, or photographic errors. We do not represent or warrant that the website, any software, advice, opinion, statement, information or content will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality. You acknowledge that any reliance upon any such software, advice, opinion, statement or information shall be at your sole risk and we strongly suggest that you seek professional advice before taking any course of action related to them. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of this website.

8 Links

We have not reviewed all of the sites linked to our website and we are not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by us of the site. Use of any such linked website is at the user's own risk.

9 Modifications

We reserve the right, in our sole discretion to amend (including without limitation, by the addition of new terms and conditions) this Privacy Policy from time to time. You agree to review the Privacy Policy whenever you visit this website for any such amendments. Save as expressly provided to the contrary in this Privacy Policy, the amended version of the Privacy policy shall supersede and replace all previous versions thereof.

10 Governing Law

This Privacy Policy will be governed by and construed and interpreted in accordance with the laws of South Africa. To the extent that a court has jurisdiction over any dispute which may arise out of or in connection with this Privacy Policy and you irrevocably submit to the exclusive jurisdiction of the South African courts.

11 Cookie policy

Clearing or disabling cookies may limit the functionality of the website. You can limit the collection of your personal information by disabling cookies in your browser. You may also be able to modify your browser settings to require your permission each time a site attempts to set a cookie. However, our website rely on cookies to enable certain functionality. If you choose to disable cookies, some of the services available on our website may not work properly.

12 Certificate

A certificate signed by us or the administrator responsible for the website or part of the website, will constitute prima facie proof of the operation or functionality of any information contained or displayed on the website on a given date.

13 Corporate Information

Registered Name: TWK Agri (Pty) Ltd

Registration Number: 1999/014168/07
Primary Address: 11 De Wet Street, Piet Retief, 2380
Postal Address: PO Box 128, Piet Retief, 2380
Telephone Number: (017) 824 1000
Facsimile Number: (017) 824 1077