

# **CANNOISSEURS PROPRIETARY LIMITED**

## **GENERAL TERMS AND CONDITIONS OF USE OF WEBSITES**

### **1. INTRODUCTION**

1.1 These are the general terms and conditions (“terms and conditions”) of use of the websites conducted by Cannoisseurs Proprietary Limited, a company incorporated in accordance with the laws of South Africa under registration number 2017/151535/08, all of its stakeholders, subsidiaries, partners, divisions and affiliates, its directors, officers, employees or agents (“Cannoisseurs”).

1.2 Please read the following terms and conditions very carefully, as your use of this website (the “Site”), and all other websites belonging to Cannoisseurs or its partners, affiliates and associates, is subject to your acceptance of and compliance with these terms and conditions insofar as they relate to this specific website. These terms and conditions apply to both –

1.2.1 third party users of the Site, which may advertise, publish or otherwise submit content onto the Site; and/or

1.2.2 users, who may browse the contents of the Site and the third party content displayed thereon,

or either party, as the context may indicate.

1.3 These terms and conditions are to be read with Cannoisseurs Privacy Policy (set out below) and any other policies, rules, disclaimers or terms and conditions which may be published by Cannoisseurs from time to time and/or published on the Site (all of which are included in the definition of “terms and conditions”). By accessing and/or using the Site, you acknowledge that you have read, understood and accepted these terms and conditions. If you do not agree with all these terms and conditions, in their entirety, or if you do not wish to be bound by these terms

and conditions, you should not access, copy or download any content on the Site or make use of the Site in any way.

- 1.4 Further to the aforementioned, Cannoisseurs may, in its sole and absolute discretion, amend these terms and conditions from time to time.
- 1.5 Reference to Cannoisseurs in these terms and conditions shall be deemed to be a reference to the relevant legal entity which operates the website concerned.

## 2. **SUBMISSION OF CONTENT AND USE OF THE SITE**

- 2.1 You agree to use the Site for lawful purposes only. Should you choose to access or use the Site from locations outside of the Republic of South Africa, you do so at your own initiative and are responsible for adhering to the compliances applicable to your Country's laws.
- 2.2 You are prohibited from submitting, by means of reviews, comments, suggestions, ideas, questions, advertisements, promotional material, directory listings or any other information through the Site, or in any other manner, any content which is, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable, including but not limited to –
  - 2.2.1 any content that encourages conduct that would constitute as a criminal offence or give rise to civil liability, or otherwise violate any applicable local, provincial, national, or international law;
  - 2.2.2 any content that constitutes an invasion of privacy;
  - 2.2.3 any content that is an infringement of any intellectual property right;
  - 2.2.4 any content that contains software viruses, Trojan horses, or other computer programming routines that may damage, detrimentally

interfere with, surreptitiously intercept and/or expropriate any system, data or personal information; and/or

2.2.5 any content that constitutes a political statement, commercial solicitation, and/or content that is viewed as "Spam".

2.3 Although Cannoisseurs does not purport to review (nor is it under any obligation to do so) any submitted content, it reserves the right to remove any content from the Site that it deems, in its sole discretion, to be an infringement of any of the provisions of these terms and conditions or harmful in anyway whatsoever.

2.4 You agree that in using the Site in any way, and/or in any content you provide to Cannoisseurs , you will not-

2.4.1 create liability for Cannoisseurs or cause Cannoisseurs to lose (in whole or in part) the services of our ISPs or other suppliers;

2.4.2 link directly or indirectly to or include descriptions of goods or services that are prohibited under the terms and conditions.

2.4.3 consummate any transaction that was initiated using our site that, by paying to us a fee, could cause us to violate any applicable law, statute, ordinance or regulation. Furthermore, you may not resell or make any commercial use of Cannoisseurs's system or the content on the site without Cannoisseurs's prior written consent; and/or

2.4.4 provide content to the site which is competitive with Cannoisseurs.

2.5 At any time, without notice, for any or no reason, Cannoisseurs reserves the right to refuse service to anyone, to modify and discontinue any portion of or all of the service, and to restrict, suspend and terminate transactions

2.6           Should you breach this clause or any other clause in these terms and conditions, Cannoisseurs may immediately terminate and/or suspend your access to all

or parts of the Site, without any notice to you, and you may be held liable to criminal or civil prosecution.

2.7 In using the Site, you warrant that –

2.7.1 you own or otherwise control of all rights to the content that you may submit to the Site;

2.7.2 any use of such content will not cause injury or harm to any person or entity; and

2.7.3 you indemnify Cannoisseurs, its directors, officers and employees, for all claims resulting from any submitted content.

2.8 By submitting reviews, comments, advertising, directory and event information and/or any other content (other than information protected by the Protection of Personal Information Act, 2013) to Cannoisseurs for posting on the Site, you automatically grant Cannoisseurs a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sublicense, 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. Notwithstanding the aforementioned, you retain any and all rights that may exist in such content.

2.9 The following activities on or through the Site are expressly prohibited –

2.9.1 any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Site, or the content contained therein, or to data-mine the same without the prior written authority of Cannoisseurs;

2.9.2 the collection or use of any listings, descriptions, or price lists from the Site, for the benefit of a competing merchant that supplies products

comparable to those offered on the Site or for any other non-personal purpose that is not expressly authorised;

2.9.3 any use or action that imposes an unreasonable or disproportionately large load of traffic on the Site, or otherwise interferes with its proper and timely functioning; and/or

2.9.4 incorporating any e-mail addresses, names, telephone numbers, and fax numbers published on the Site in any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Site may be used to communicate unsolicited communications to Cannoisseurs and all rights detailed in Section 45 of the Electronic Communications and Transactions Act No. 25 of 2002 (as amended) ("ECT Act") are reserved.

2.10 You are responsible for maintaining the confidentiality and security of your User Name and Password for access to the Site, and you accept full responsibility for all activities that occur under your User Name.

2.11 From time to time Cannoisseurs will run competitions, free prize draws, and promotions on the Site. These competitions, free prize draws, and promotions are subject to applicable laws, Cannoisseurs's General Terms and Conditions for Promotional Competitions, and any other rules which may be published in relation thereto.

### **3. THE USE OF THIRD PARTY CONTENT**

3.1 Cannoisseurs hosts information, pricing, opinions, advertising, directory services, event information, property inventory, vehicle inventory and other content supplied by third parties ("Third Party Content") on the Site. Cannoisseurs has no editorial or other control, over such content.

3.2 Opinions, statements, offers or any other information that may constitute Third Party Content, belong to the respective third party and not to Cannoisseurs. Cannoisseurs does not guarantee the accuracy, completeness, and/or usefulness of any Third Party Content. All Third Party Content is provided as received by Cannoisseurs by the applicable third party. Any Third Party

express or implied endorsement by Cannoisseurs unless otherwise expressly stated. Your use of Third Party Content is at your own risk.

3.3 It is your responsibility to evaluate Third Party Content available on and through the Site. Cannoisseurs is not liable for any loss, damage or harm caused by your reliance on Third Party Content obtained on or through the Site. Before making any decision or placing any reliance on Third Party Content provided on or through the Site, you should take all reasonable steps to ensure and verify the accuracy of such content.

3.3 In addition to the aforementioned, Cannoisseurs is not a supplier of any products which may be advertised through Third Party Content on the Site. Accordingly, Cannoisseurs is not liable for any products, purchased by you due to your reliance on the Third Party Content, which are not 'safe, good quality goods' in terms of section 56 of the Consumer Protection Act, No. 68 of 2008. Cannoisseurs does, however, provide the contact details of all third party suppliers on the Site. You may contact the third party suppliers by using such contact details in such an event.

3.4 Cannoisseurs does not review (nor is it under any obligation to do so) or control any third party website that links to or from the Site. Cannoisseurs is not responsible for the content of any third party website linked to or from the Site. The third party websites are provided solely for your convenience. Any information, endorsements of products or services, materials or personal opinions appearing on a third party website should not be construed as an express or implied endorsement by Cannoisseurs unless otherwise expressly stated. Your use of third party websites is at your own risk.

3.5 If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, or that the Site contain links or other references to another online location that contains material or activity that infringes your copyright, please contact Cannoisseurs.

#### 4. **CANNOISSEURS HOMES**

4.1 Cannoisseurs provides the Site for the convenience of buyers, sellers, tenants, investors and users interested in immovable property, and collects content in the form of advertisements from private sellers, subscribing estate agents, letting agents,

developers as well as related parties, to display properties they are marketing. Cannoisseurs is not itself an estate agent.

- 4.2 Further to the provisions of 3 above, the details of the properties available on the relevant website are provided to Cannoisseurs by third parties, private sellers and Cannoisseurs's affiliated estate agents, for your information only. Cannoisseurs cannot verify these details and therefore makes no warranties or representations as to their accuracy or completeness. If you rely on these details, you do so at your own risk. The provisions of 3.4 apply mutatis mutandis.

## 5. **CANNOISSEURS BIZ**

- 5.1 Cannoisseurs provides the BIZ Site for the convenience of businesses, visitors, investors and users interested in business listings and services, and collects content in the form of advertisements from businesses, as well as related parties, to display Business listings and services offered. Cannoisseurs is not itself a Business Listing.
- 5.2 Further to the provisions of 3 above, the details of the businesses available on the relevant website are provided to Cannoisseurs by third parties, businesses and Cannoisseurs's affiliated business agents, for your information only. Cannoisseurs cannot verify these details and therefore makes no warranties or representations as to their accuracy or completeness. If you rely on these details, you do so at your own risk. The provisions of 3.4 apply mutatis mutandis.

## 6. **CANNOISSEURS JOBS**

### 6.1 **Candidates**

- 6.1.1 You indemnify Cannoisseurs Jobs against all claims, actions, suits, liabilities, costs and expenses incurred on any account as a result of the listing or intended listing of any resumé submitted by you on jobs.Cannoisseurs.co.za, or any related site.
- 6.1.2 Cannoisseurs Jobs will make every effort to ensure that Applicant Data is treated as confidential however, you will not hold Cannoisseurs Jobs responsible in a



### 6.1.3

case where your resumé was unlawfully copied from the Cannoisseurs Jobs

website through nefarious means and/or distributed without consent. Access to candidate's resumé is available only to Cannoisseurs Jobs

recruitment agency clients who have been approved for resumé search



capabilities. Such Cannoisseurs Jobs clients are given access to the candidate

résumé database for the sole purpose of identifying candidates whose work preferences for location, category, industry and occupation match their clients 'advertisements on Cannoisseurs Jobs . You herewith indemnify Cannoisseurs Jobs against wrongful conduct, of any kind, by Cannoisseurs Jobs recruitment agency clients.

6.1.4 You agree to present yourself truthfully in your résumés which you upload to the Cannoisseurs Jobs website.

6.1.5 Cannoisseurs Jobs makes every effort to deliver applications to vacancies in the shortest possible time. You will however not hold Cannoisseurs Jobs liable for any loss or damage as a result of any failure or delay in the delivery of an application for employment to an advertiser.

## 6.2 Advertisers

6.2.1 It is the responsibility of advertisers to ensure they comply with the Labour Relations Act and any other anti-discrimination legislation applicable in the Republic of South Africa.

6.2.2 The advertiser indemnifies Cannoisseurs Jobs against all claims, actions, suits, liabilities, costs and expenses incurred on any account by Cannoisseurs Jobs as

a result of the listing or intended listing of any advertisement by that advertiser on Cannoisseurs Jobs or any related site.

6.2.3 Cannoisseurs Jobs shall use reasonable endeavours to keep the vacancy

advertisements available at all times. However, the advertiser agrees that Cannoisseurs Jobs will not be liable to the advertiser or any other person

whatsoever in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in the display of the advertisements for any reason whatsoever.

6.2.4 Advertisers must make every effort to avoid errors in advertisements. Cannoisseurs Jobs accepts no responsibility or liability for any errors and requires

that advertisers check their advertisements for errors as soon as they are placed on the site(s).

6.2.5 Cannoisseurs Jobs reserves the right to either reject or remove any

advertisement from its site(s) for any reason whatsoever.

#### 6.2.6

Cannoisseurs Jobs makes every effort to publish advertisements in the shortest

possible time and is not liable for any loss or damage incurred by an advertiser as a result of any failure or delay in the listing an advertisement on Cannoisseurs Jobs or its partner websites.

6.2.7

6.3

**Candidate CV database**

Access to the candidate CV database is available only to Cannoisseurs Jobs

6.3.1

clients who have been approved for CV search capabilities.

6.3.2

Cannoisseurs Jobs clients may access the candidate CV database solely for the

purpose of recruitment.

6.3.3

Cannoisseurs Jobs clients may not use the candidate CV database for any other

purpose including, but not limited to, collecting and storing candidate contact information and other data.

6.3.4

Cannoisseurs Jobs clients are required to be bound by the applicable South

African laws, binding schemes or contracts that uphold privacy principles. Organisations, which are not bound by substantially similar principles, will be held to the rules described by the Information Technology Association of South Africa's Code of Conduct.

6.3.5

All data stored on the Cannoisseurs Jobs database is copyright protected and is

Cannoisseurs Jobs intellectual property.

**7. CHARGES**

7.1

Using Cannoisseurs's websites is generally free, but we sometimes charge a fee for certain services. If the service you use incurs a fee, you'll be able to review and accept terms that will be clearly disclosed at the time you post your advertisement.

7.2

Our fees are quoted in South African Rands, and we may change them from time to time. We'll notify you of changes to our fee policy by posting such changes on the site. We may choose to temporarily change our fees for

promotional events or new services; these changes are effective when we announce the promotional event or new service.

- 7.3 Our fees are non-refundable, and you are responsible for paying them when they are due. If you do not pay, we may limit your ability to use the services. We reserve the right to recover unpaid fees from you.

## **8. VOUCHERS AND COUPONS**

- 8.1 You may use promotional coupons as payment for regular priced products on the Site.
- 8.2 We may email gift and promotional vouchers to yourself. We accept no liability for errors in the email address of the voucher recipient.
- 8.3 If you have a gift or promotional voucher, that voucher can be used by someone other than you and you can assign your rights to use that voucher.
- 8.4 In the event of fraud, an attempt at deception or in the event of the suspicion of other illegal activities in connection with a gift/promotional coupon purchase or

redemption of that voucher on the Site, we are entitled to close your Account and/or require a different means of payment.

8.5 We assume no liability for the loss, theft or illegibility of gift or promotional coupons.

8.6 Conditions for the redemption of promotional coupons are as follows-

8.6.1 from time to time we may release, at our discretion, promotional coupons that may be used on the Site, which we will send to you by email. Promotional coupons can only be redeemed on the Site;

8.6.2 promotional coupons are valid for the specified period stated on them only, can only be redeemed against regular priced products and cannot be used in conjunction with other promotional coupons; and

8.6.3 Individual brands may be excluded from coupon promotions.

## 9. **ADVERTISING**

9.1 You agree, upon requesting any Display Advertising space, that in the event of failure to publish an advertisement or publication of an incorrect advertisement, the liability of Cannoisseurs shall be limited to the amount paid by the advertiser for the advertisement that did not appear, or for that portion of the advertising space occupied by the incorrect item only (as the case may be), and that there shall be no liability in any event beyond the amount paid for such advertisement.

9.2 Cannoisseurs cannot be responsible for errors after the first day of publication of any advertisement. Notice of errors on the first day should immediately be called to the attention of Cannoisseurs.

## 10. **INTELLECTUAL PROPERTY RIGHTS**

10.1 All content included on the Site by Cannoisseurs, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software, is the property of Cannoisseurs or its content suppliers and is protected by South African and international copyright laws. Furthermore, the compilation (meaning the

collection, arrangement, and assembly) of all content on the Site is the exclusive property of Cannoisseurs and is protected by South African and international copyright laws.

- 10.2 None of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Cannoisseurs or the copyright owner, except as permitted by the fair use exception or other similar provisions under the South African copyright laws or without the prior written permission of Cannoisseurs or the copyright owner. © Copyright reserved in all content.
- 10.3 You are expressly prohibited to “mirror” any content, contained on the Site, on any other server unless with the prior written permission of Cannoisseurs.
- 10.4 You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Site, so long as the link does not portray Cannoisseurs, or its products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any Cannoisseurs logo or other proprietary graphic or trademark as part of the link without the express permission of Cannoisseurs or its content suppliers.
- 10.5 All trademarks are the exclusive property of Cannoisseurs.
- 10.6 The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary content is illegal and could subject you to criminal prosecution as well as personal liability for damages.

## **11. LIMITATION OF LIABILITY**

- 11.1 The information, content, services, products and materials published on the Site, including without limitation, any texts, graphics and links are provided on an "as is" basis. Cannoisseurs makes no representations or warranties of any kind, express or implied, as to the operation of the Site or the accuracy, correctness



or completeness of the information, contents, materials, or products included on the Site. Without limiting the generality of the foregoing –

- 11.1.1 Cannoisseurs does not warrant that the Site, will be error free, or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality or that it will be continuously available or that you will have uninterrupted access to the Site; and
- 11.1.2 whilst Cannoisseurs has taken reasonable measures to ensure the integrity of the Site and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Site are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.
- 11.2 To the full extent permissible by applicable law, Cannoisseurs disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Cannoisseurs will not be liable for any damages of any kind arising from the use of the Site or your reliance on any information on the Site, or the products and services offered through the Site from third parties or a linked site, or user's reliance on any product or service obtained from a third party or a linked site, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.
- 11.3 Use of this site is at the user's sole risk.
- 11.4 No advice or information, whether oral or written, obtained by you from Cannoisseurs or its services shall create any warranty
- 11.5 If you make unlawful use of this Site and as a result of this a third party sues or has a claim against us, you will indemnify and hold us harmless against that claim. This means that you will become a party to that claim and will have to

pay it if the claim is successful. Unlawful use includes without limitation, any act in breach of the terms and conditions.

## **12. JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to the principles of conflicts of laws. You hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa (South Gauteng High Court, Johannesburg) in respect of any disputes arising in connection with the Site.

## **13. TERMINATION**

13.1 Cannoisseurs may terminate your account at any time for any reason, including any improper use of the Site or your failure to comply with these terms and conditions.

13.2 Such termination shall not affect any right to relief to which Cannoisseurs may be entitled.

13.3 Upon termination of these terms and conditions, all rights granted to you will terminate and revert to Cannoisseurs.

## **14. OTHER PROVISIONS AND APPLICATION OF THE ECT ACT**

14.1 In the event that any of the terms of these terms and conditions are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms of these terms and conditions, which will continue to be valid and enforceable.

14.2 These terms and conditions, including any documents referenced herein, represent the entire agreement between you and Cannoisseurs regarding your relationship with Cannoisseurs and the use of the Site and supersedes any prior statements or representations.

14.3 When you visit the site or send Cannoisseurs e-mails, you are communicating with us electronically. You consent to receive communications from us

electronically. We will communicate with you by e-mail or by posting notices on this site. You

agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing

- 14.4 Cannoisseurs may at any time modify these terms and conditions and your continued use of the Site will be conditional upon the terms and conditions in force at the time of your use. Changes shall automatically be effective upon posting on the site. Your continued use of the service provided by the Site shall signify your acceptance of the changes. If you do not accept the changes, your sole and exclusive remedy is to discontinue using the Site. The latest terms and conditions will be posted on the Site, and you should always review them prior to using the site.
- 14.5 Data Messages (as defined in the ECT Act) will be deemed to have been received by Cannoisseurs if and when Cannoisseurs responds to the Data Messages.
- 14.6 Data Messages sent by Cannoisseurs to you will be deemed to have been received by you in terms of the provisions specified in section 23(b) of the ECT Act.
- 14.7 You acknowledge that electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and Cannoisseurs.
- 14.8 You warrant that Data Messages sent to Cannoisseurs by you from any electronic device, used by you from time to time, or owned by you, were sent by you and/or were personally authorised.
- 14.9 Subject to the Regulation of Interception of Communications Act No 70 of 2002 ("RICA"), you agree that we may intercept, block, read, delete, disclose and use all communications between you and us, our employees, directors and/or agents. You agree that this consent satisfies the requirements of ECT Act and RICA for consent in "writing". You also understand that communications by means of email and the Internet are inherently insecure unless encrypted and can be intercepted. We cannot be responsible if a third party intercepts

communications to or from us and this causes damage to you. Please use caution when communicating in this way.

- 14.10 To the extent that we are required under s43 of the ECT Act to provide you with additional details for the purposes of undertaking electronic transactions on the Site, this information will be separately provided in the relevant sections of the Site.

**15. General**

- 15.1 The terms and conditions constitute the complete and exclusive statement of the agreement between you and Cannoisseurs. It supersedes any and all prior or contemporaneous agreement, oral or written, and any other communications, representations, warranties and understanding relating to the subject matter of the terms and conditions. If there is any conflict between an oral or written representation of any Cannoisseurs's employee or agent and the terms and conditions (other than modifications to the terms and conditions executed in writing by Cannoisseurs), the terms and conditions will prevail. These terms and conditions, related agreements and disclaimers will prevail over FAQs, and other rules and policies on the Site.
- 15.2 Cannoisseurs's failure to exercise or enforce any of the terms and conditions shall not constitute a waiver of Cannoisseurs's right to exercise or enforce the terms and conditions as to the same or another instance. Headings in these terms and conditions and related agreements are for purposes of reference only and shall not limit or otherwise affect the meaning of the terms and conditions. Cannoisseurs shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by Cannoisseurs.
- 15.3 You agree that Cannoisseurs may assign the terms and conditions to any other entity of its choosing, with or without notice to you. You may not assign the terms and conditions to any other party.