

Terms of Use – Cloof (Pty) Ltd

These Terms of Use

Your access to and use of the Website is subject to your compliance with the terms and conditions set forth below, including all exhibits hereto. Please examine these carefully before accessing or using the Website. By accessing or using the Website, you agree to be legally bound by the terms of use set forth below. You may not access or use the Website should you not want to be bound by these terms and conditions. It is your responsibility to review this documentation regularly, and to ensure that you agree with any amendments to these terms of use. If you do not agree with any amendments to these terms of use, you may no longer access the Website. Chapter VII of the ECT Act grants certain rights to any natural person who enters or intends entering into an “electronic transaction” with us on the Website. None of these terms of use are intended to limit the rights so granted by the ECT Act.

Legal age and capacity

You may not access the Website and may not accept these terms of use if you lack the legal capacity to enter into a binding contract with us; are a person barred from accessing the Website under the laws of the Republic of South Africa or other countries including the country in which you are resident or from which you access the Website. By accessing the Website and/or the content you represent and warrant that you are of full legal age, or are emancipated or have your guardian’s consent to enter into a contract being these terms of use. The Sale of Wine to Minors is prohibited by Law

The age at which wines may be sold and delivered to persons is legislated in each country. In the Republic of South Africa, United Kingdom and the European Union wines may be sold and delivered only to persons who are at least 18 years of age. In the United States of America wines may be sold and delivered only to persons who are at least 21 years of age. By ordering from the Website you affirm that you are at least of the applicable legal age and that the person to whom your wine will be delivered is also of applicable legal age. When the wines are delivered, the person receiving delivery may be required to show identification proving that he or she is of applicable legal age. Intellectual Property Rights

All the content on the Website, including text, graphics, logos, icons, designs, colours, layout and trademarks are the intellectual property of Cloof (Pty) Ltd and its associates or licensed to Cloof (Pty) Ltd and as such protected by South African and International Intellectual Property Law.

Privacy

We shall take reasonable steps to protect your personal information. For the purposes of this policy “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000. We may electronically collect, store and use personal information with your consent (if you don't consent to this, please do not access or register on the website). This personal information includes, but is not limited to, the following:

- name and surname;
- age and/ or birthday;
- verification that you are of legal age;
- gender;
- address and contact details including your
 - email address;
 - phone number/s;
 - country of residence;
 - area or postal code;
- personal preferences if provided;
- browsing history;
- purchase history;
- non-personal browsing habits and click patterns;
- IP address.

We collect, store and use the personal information described in order to (but not limited to the following):

- enable you to create a personal profile on this website;
- enable you to make use of this website in the manner described on this website, from time to time;
- enable us to make relevant wine recommendations on a personalised basis;
- communicate information to you regularly, for example through newsletters;
- compile and maintain the website and client database;
- register and/or authenticate users of and/or visitors to the website;
- identify and take reasonable measures to prevent fraudulent uses of or access to the website;
- compile non-personal statistical information about browsing habits, click patterns and access to the website;
- attract suppliers by showing anonymised information about the database, for example demographics;
- participate in affiliate marketing relationships by tracking visitor origin through the use of cookies;
- track client database size and growth; and
- track compliance of registrants and third parties with these terms of use.

The personal information is collected either electronically (for example, through the use of cookies) or is provided voluntarily by users of and/or visitors to the website. You may determine cookie use independently through your web browser settings. You may request details of your personal information which we collect, store and use. The process you should follow is detailed in our Promotion of Access to Information manual, details of which are set out elsewhere. In the event that your personal information is inaccurately or incompletely reflected in our database, you agree that it is your responsibility to notify us of this fact and to supply us with the accurate or complete information to enable us to address your concerns. Personal information collected from you may be deleted from the website and member databases when your account on the website is terminated for any reason. We may compile, use and share any of the information that is anonymised and/or does not relate to a specific individual. We will never share, disclose or sell the personal information unless we are required to do so by law.

Disclaimer

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS". ALTHOUGH WE TAKE STEPS TO VERIFY INFORMATION PRESENTED ON OR THROUGH THE WEBSITE, WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, RECOMMENDATION OR OTHER INFORMATION CONTAINED IN, DISPLAYED ON, LINKED TO OR DISTRIBUTED THROUGH THE WEBSITE OR THE CONTENT OTHER USERS MAY PUBLISH TO THE WEBSITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS ON THE WEBSITE WITHOUT NOTICE TO YOU.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

WHILST WE TAKE REASONABLE PRECAUTIONS IN OUR OPERATION OF THE WEBSITE, YOU AGREE THAT NEITHER WE OR CLOOF (Pty) Ltd's ASSOCIATES SHALL BE LIABLE IN RESPECT OF ANY LOSS, DAMAGE OR DAMAGES HOWEVER ARISING AND WHATEVER THE CAUSE, IN PARTICULAR PURSUANT TO AND IN FURTHERANCE OF THIS AGREEMENT, YOUR ACCESS TO THE WEBSITE OR FROM YOUR INABILITY TO ACCESS THE WEBSITE. WE WILL USE REASONABLE ENDEAVOURS TO MAKE THE WEBSITE AVAILABLE TO YOU, AND KEEP THE WEBSITE AVAILABLE TO YOU AT ALL TIMES. HOWEVER, YOU AGREE THAT WE SHALL NOT BE LIABLE IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE UNAVAILABILITY OF, ANY INTERRUPTION IN, YOUR ACCESS TO THE WEBSITE (EITHER IN PART OR AS A WHOLE) FOR ANY REASON WHATSOEVER.

INDEMNITY

YOU HEREBY INDEMNIFY US AND CLOOF (Pty) Ltd's ASSOCIATES FROM ANY LOSS, DAMAGE, DAMAGES, LIABILITY, CLAIM OR DEMAND DUE TO OR ARISING OUT OF YOUR USE OF THE WEBSITE OR YOUR BREACH OF THESE TERMS OF USE.

Rights Infringement

If you are of the view that your rights have been infringed through the unlawful use of the Website in any way whatsoever, you may address a complaint to us which satisfies the following requirements and/or contains the following information:

- the full names and address of the complainant;
- the written or electronic signature of the complainant;
- identification of the right that has allegedly been infringed;
- identification of the material or activity that is claimed to be the subject of unlawful activity;

The remedial action required to be taken by the service provider in respect of the complaint;

- telephonic and electronic contact details, if any, of the complainant;
- a statement that the complainant is acting in good faith;
- a statement by the complainant that the information provided is to his or her knowledge true and correct.

Please address your notifications to: info@cloof.co.za

We will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where necessary.

Arbitration

If any dispute arises between us regarding any provision of these terms of use, or its application or termination, then we agree that we will attempt to resolve said dispute informally by means of joint co-operation or discussion between the parties directly involved in the dispute within 5 business days after that dispute arises or such extended time period as we may agree to. In the event we are unable to informally resolve our dispute, that dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation. Arbitration proceedings shall take place in Paarl or Cape Town.

This clause shall constitute your irrevocable consent to the arbitration proceedings, and you shall not be entitled to withdraw your consent or to claim that you are not bound by this clause. We may, at our discretion, waive this clause and permit our dispute to be resolved using an alternate dispute resolution process.

Any award that may be made by the arbitrator -

- shall be final and binding;
- will be carried into effect; and
- may be made an order of any court to whose jurisdiction the parties to the dispute are subject.

Notwithstanding the foregoing, nothing in this clause shall be construed as precluding either party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator in terms of this clause. This clause is severable from the rest of this agreement and shall therefore remain of full force and effect even if this agreement is terminated or cancelled for any reason at any time. We may monitor your communications

Subject to the provisions of the RIC Act, you agree to permit us to intercept, block, filter, read, delete, disclose and use all communications you send or post to the Website and/or to our staff and/or employees. You agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the ECT Act and in the RIC Act.

Applicable Law

The website is created, maintained and controlled in the Republic of South Africa and as such the laws of the Republic of South Africa and the jurisdiction of the South African Court govern this user agreement and the use or inability to use the Website. [Change to User Agreement](#)

Cloof (Pty) Ltd reserves the right to make changes to the Website and this user agreement at any time without notice.

Disclosures required by the ECT Act

In as far as transactions on the Website are classified as “electronic transactions” in terms of the ECT Act, we disclose the following information in terms of Chapter VII of the ECT Act:

Our full name and legal status:

Cloof (PTY) Ltd

Street address:

R315 Darling 7345

Postal address:

P.O box 269 , Darling , 7345

Physical address for receipt of legal service:

R315 Darling 7345