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## WEBSITE TERMS AND CONDITIONS

IN TERMS OF SECTION 11 OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE CLOVER WEBSITE, WEB PAGES OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST LEAVE THE CLOVER WEBSITE WITHOUT DELAY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

### DEFINITIONS AND INTERPRETATION

- a) “**Clover**” means Clover (Pty) Ltd., a private company duly incorporated in terms of the company laws of South Africa;
- b) “**the Clover website**” means the website, owned and operated by Clover South Africa, located at <http://www.clover.co.za>, including any page, part or element thereof;
- c) “**User**” means any person who enters or uses the Clover website, notwithstanding the fact that such a person only visits the home page of the Clover website;
- d) References herein to the singular include the plural and vice versa; and
- e) Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the [ECT Act](#). The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

## 1. GENERAL

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- 1.1 The mission of Clover is the marketing, sales, production and distribution of safe and healthy dairy and other technologically related food products and drinks with the use of strong brands. All customers, nationally and bordering South Africa, who will enable us to reach our consumers and those of other selected food companies, will be serviced in the best and most cost-effective way.

## 2. ALLOWED USE AND LICENSE

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- 2.1 Clover licenses the User to view, download and print the content of the Clover website, provided that such content is used for private, personal, educational and/or non-commercial purposes only.
- 2.2 Content from the Clover website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Clover.
- 2.3 Users may only access, browse and use the Clover website for legitimate personal or non-commercial purposes and may not use the Clover website or any Clover services and/or products for:



- 2.3.1 harmful purposes;
  - 2.3.2 illegal purposes;
  - 2.3.3 disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person or entity; and/or
  - 2.3.4 the creation, storage and sending of unsolicited commercial communications;
- 2.4 The caching of the Clover website shall only be allowed if:
- 2.4.1 the purpose of the caching is to make the onward transmission of the content from the Clover website more efficient;
  - 2.4.2 the cached content is not modified in any manner whatsoever;
  - 2.4.3 the cached content is updated at least every 12 (twelve) hours;
  - 2.4.4 the cached content is removed or updated when so required by Clover; and
- 2.5 If any User uses content from the Clover website in breach of the provisions detailed herein:
- 2.5.1 Clover reserves the right to claim damages from the User;
  - 2.5.2 Clover reserves the right to institute criminal proceedings against the User; and
  - 2.5.3 Clover shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6 Hyperlinks to the Clover website from any other source shall be directed at the home page of the Clover website. Links beyond the Clover home page may only be used with Clover's prior written consent.
- 2.7 Clover shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Clover website, if such contents, products or services were accessed through a hyperlink not directed at the home page of the Clover website. Persons that wish to link to pages beyond the home page of the Clover website without Clover's prior written consent shall do so at their own risk and indemnify Clover against any loss, liability or damage that may result from the use of such hyperlinks. Clover's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.
- 2.8 Users may quote small and reasonable amounts of content available from the Clover website and only if such a quote is placed in inverted commas and acknowledged.
- 2.9 No person may, without the prior written consent of Clover, frame the Clover website in any manner whatsoever.



- 2.10 Apart from bona-fide search engine operators and use of the search facility provided on the Clover website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Clover website for any purpose whatsoever, without the prior written consent of Clover.
- 2.11 Email addresses, names, telephone numbers and fax numbers published on the Clover website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Clover website may be used to communicate unsolicited communications to Clover and all rights detailed in Section 45 of the [ECT Act](#) are reserved.
- 2.12 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Clover at any time without prior notice or reasons.

### **3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE**

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- 3.1 All intellectual property on the Clover website, including but not limited to content, trademarks (or any confusingly similar trademarks), logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Kelloggs and / or Clover and / or other third parties and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Clover website are expressly reserved.
- 3.2 No person may use logos, icons or trade marks from the Clover website as hyperlinks or other purposes without Clover's prior written consent.

### **4. SOFTWARE AND EQUIPMENT**

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It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Clover website and/or download content from the Clover website.

### **5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT**

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Access to the services, content, software and downloads available from the Clover website may be classified as "*electronic transactions*" as defined in terms of the [ECT Act](#), which includes 'provision of information', and therefore Users have the rights detailed in Chapter 7 of the [ECT Act](#) and Clover has, amongst others, the duty to disclose the following information:

- 5.1 **The full name and legal status of the website owner:** Clover S A (Pty) Limited, registration number 1994/001064/07;
- 5.2 **VAT registration number:** 4960141853;
- 5.3 **Street address:** Clover Park, 200 Constantia Drive, Constantia Kloof, Roodepoort, 1709, South Africa;



- 5.4 **Postal address:** PO Box 6161, Weltevredenpark, Roodepoort, 1715, South Africa;
- 5.5 **Physical Address for receipt of legal services:** Clover Park, 200 Constantia Drive, Constantia Kloof, Roodepoort, 1709, South Africa;
- 5.6 **Telephone number:** +27 (0) 11 471 1400;
- 5.7 **Fax number:** +27 (0) 11 471 1504;
- 5.8 **Main business:** Clover's business is the marketing, sales, production and distribution of safe and healthy dairy and other technologically related food products and drinks with the use of strong brands.
- 5.9 **The website address of the Clover website is:** <http://www.clover.co.za>;
- 5.10 **The official email address of the Clover website is:** [info@clover.co.za](mailto:info@clover.co.za);
- 5.11 **Membership of self-regulatory or accreditation bodies:** None;
- 5.12 **Codes of Conduct to which Clover subscribes:** Not available from the website, but may be obtained by calling DR E Vlok on +27 (0) 11 471 1527, or alternatively by emailing [evlok@clover.co.za](mailto:evlok@clover.co.za);
- 5.13 **Directors:** R Wesseloo, HB Roode. JH Voster, DS Müller, A Schoeman, BDV Clark.
- 5.14 **Alternative dispute resolution:** Subject to urgent and/or interim relief, all disputes regarding:
- 5.14.1 access to the Clover website;
  - 5.14.2 the inability to access the Clover website;
  - 5.14.3 the services and content available from the Clover website; or
  - 5.14.4 these terms and conditions,
- shall be referred to arbitration in terms of the [expedited rules of the Arbitration Foundation of South Africa](http://www.arbitration.co.za) and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following website: <http://www.arbitration.co.za>;
- 5.15 **Cooling-off period:** In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off period provision of the ECT Act do not apply to this website; and
- 5.16 **Users may lodge complaints concerning the Clover website with Clover at:** [info@clover.co.za](mailto:info@clover.co.za) Users hereby assign the copyright in such complaints to Clover and understand that Clover may use, disclose and publish such complaints. Clover is under no legal duty or obligation to answer, resolve or address such complaints.

## 6. CHANGES AND AMENDMENTS

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Clover reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:



- 6.1 change these terms and conditions;
- 6.2 change the content and/or services available from the Clover website;
- 6.3 discontinue any aspect of the Clover website or service(s) available from the Clover website; and/or
- 6.4 change the software and hardware required to access and use the Clover website.

## **7. PRIVACY**

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- 7.1 Clover shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, “personal information” shall be defined as detailed in the [Promotion of Access to Information Act 2 of 2000](#) (PAIA).
- 7.2 Clover may electronically collect, store and use the following personal information of Users:
  - 7.2.1 name and surname;
  - 7.2.2 area code;
  - 7.2.3 street address;
  - 7.2.4 postal address;
  - 7.2.5 title;
  - 7.2.6 contact numbers;
  - 7.2.7 non-personal browsing habits and click patterns;
  - 7.2.8 email address; and / or
  - 7.2.9 IP address.
- 7.3 Clover collects, stores and uses the abovementioned information for the following purposes:
  - 7.3.1 communicate requested information to the User;
  - 7.3.2 provide services to the User as requested by the User;
  - 7.3.3 authenticate the User;
  - 7.3.4 provide the User with access to restricted pages on this website; and
  - 7.3.5 compile non-personal statistical information about browsing habits, click-patterns and access to the Clover website.
- 7.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
- 7.5 Clover may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:



- 7.5.1 Clover shall not disclose personal information from Users unless the User consents thereto;
  - 7.5.2 Clover shall disclose personal information without the User's consent only through due legal process;
  - 7.5.3 Clover may compile, use and share any information that does not relate to any specific individual; and
  - 7.5.4 Clover shall not use personal information to send unsolicited commercial communications; and
  - 7.5.5 Clover will only submit commercial communications to the User on request and will enable the User to unsubscribe to such communications as set out under [section 45 of the ECT Act](#).
- 7.6 Clover owns and retains all rights to non-personal statistical information collected and compiled by the Clover;

## **8. HYPERLINKS TO THIRD PARTY SITES**

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- 8.1 Clover may provide hyperlinks to websites not controlled by Clover ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and/or services of such target sites.
- 8.2 Clover does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, inability to use or content available on or through target sites.

## **9. SECURITY**

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- 9.1 Clover shall take all reasonable steps to secure the content of the Clover website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Clover does not make any warranties or representations that content shall be 100% safe or secure.
- 9.2 Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, Clover is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Clover website.
- 9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Clover website or the server and computer network that support the v website.
- 9.4 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Clover website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Clover harmless against any and all liabilities, damages, risks and losses that v and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.



- 9.5 Users may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Clover website and Clover reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- 9.6 Users who commit any of the offences detailed in sections 85 to 88 of the [ECT Act](#) shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by Clover and its partners / affiliates due to or related to these illegal actions.

## **10. DISCLAIMER AND LIMITATION OF LIABILITY**

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- 10.1 Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, and as far as allowed by law, Clover (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss, expenses or liability of any nature incurred by whomsoever and resulting from:
- 10.1.1 access to the Clover website;
  - 10.1.2 access to websites linked to the Clover website;
  - 10.1.3 inability to access the Clover website;
  - 10.1.4 inability to access websites linked to the Clover website;
  - 10.1.5 content available on the Clover website;
  - 10.1.6 services available from the Clover website;
  - 10.1.7 products available from the Clover website;
  - 10.1.8 downloads and use of content from the Clover website; and/or
  - 10.1.9 any other reason not directly related to Clover gross negligence.
- 10.2 The Clover website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with the Clover, that the content available from and through the Clover website meets the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 10.3 Information, ideas and opinions expressed on the Clover website should not be regarded as professional advice or the official opinion of Clover and Users are encouraged to obtain professional advice before taking any course of action related to the information, ideas or opinions expressed on the Clover website.
- 10.4 Clover does not make any warranties or representation that content and services available from the Clover website shall in all cases be true, correct or free from any errors. Clover shall take all reasonable steps to ensure the quality and accuracy of content available from the Clover website;



- 10.5 Clover further makes no representation that materials contained or referred to in this website are appropriate or available for use outside South Africa and access to them is prohibited from territories where the content are illegal.
- 10.6 Clover does not make any warranties or representations that the Clover website shall be available at all times. Users acknowledge that the Clover website may be unavailable due to updates or other causes beyond the reasonable control of the Clover, including, but not limited to virus infection, unauthorised access (hacking), power failure or other “acts of God”.

## **11. COMMENTS**

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Clover does not edit or scan comments posted by the User or emails from the User to Clover or the Clover website and shall not be liable for any defamatory, illegal, infringing, hateful, pornographic or harmful postings.

## **12. REMOVAL AND CORRECTION OF CONTENT**

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Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Clover website to Clover and Clover undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## **13. INTERCEPTION OF COMMUNICATIONS**

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- 13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to the Clover right to intercept, block, filter, read, delete, disclose and use all communications (including all “data messages” as defined in the [ECT Act](#)) sent or posted by the User to the Clover website, its staff and employees for protection of the Clover information system and / or unauthorised usage of same.

The RIC Act may be downloaded from: <http://www.info.gov.za/acts/2002/a70-02/>.

- 13.2 The User agrees and acknowledges that the consent provided by the User in clause 13.1 satisfies the “writing” requirement as detailed in the [ECT Act](#) and the RIC Act.

## **14. ENTIRE AGREEMENT AND SEVERABILITY**

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- 14.1 These terms and conditions constitute the entire agreement between Clover and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Clover from the User.
- 14.2 Any failure by Clover to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.



## **15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

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The User and Clover agree that:

- 15.1 The User shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the Clover website for the first time;
- 15.2 Data messages (as defined in the [ECT Act](#)) addressed by the User to Clover shall only be deemed to have been received if and when responded to. An auto-reply shall not constitute such 'response' for the purposes of this clause;
- 15.3 Data messages (as defined in the [ECT Act](#)) addressed to the User by Clover shall be deemed to be received by the User as detailed in section 23(b) of the [ECT Act](#);
- 15.4 Data messages (as defined in the [ECT Act](#)) addressed by the User to Clover shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 15.5 Electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and the Clover; and
- 15.6 The User agrees and warrants that data messages that are sent to Clover from a computer, IP address or mobile device normally used by or owned by the User, were sent and/or authorised by the User personally.

## **16. APPLICABLE AND GOVERNING LAW**

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The Clover website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 5.14 above, the South African law enforced by the South African courts governs the use or inability to use the Clover website, its content, services, products and these terms and conditions.

## **17. LEGAL COSTS**

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Clover shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

**VERSION: 23 JUNE 2005**

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