



REALISING POTENTIAL

## Website use terms

These terms apply to anybody who uses our website ([www.pioneerfoods.co.za](http://www.pioneerfoods.co.za)). When you use the website, you agree to these terms. It also covers content made available via other channels, such as social media accounts.

We realise that reading contracts is not anybody's favourite pastime, we have given you an easy to read paragraph on the left. However, all of it is binding. If you have any questions, please contact us at [info@pioneerfoods.co.za](mailto:info@pioneerfoods.co.za).

Clauses which are highlighted are particularly important.

### ABOUT THESE TERMS

When we refer to Pioneer Foods we mean Pioneer Foods (Pty) Ltd.

The law of South Africa applies to us and our website.

Our details are available on our website.

You must make sure that everything you think is part of the contract are here, because if it is not here, you cannot hold us responsible.

When we refer to Pioneer Foods in these terms, we mean Pioneer Foods (Pty) Ltd, registration number 1957/000634/07 as well as all subsidiaries and divisions of Pioneer Foods. We will refer to ourselves as 'Pioneer Foods', 'us' or 'we'.

When we refer to ourselves we include our owners, directors, employees, suppliers, internet service providers, partners, affiliates and agents.

Pioneer Foods is a South African company governed by South African law. If you want to raise any issue with us or if you have a dispute for any reason then South African law will apply.

You can find information about Pioneer Foods on the About us and Contact us pages of the website.

This is our entire contract. No warranties, representations or other terms and conditions aside from those mentioned in this here will form part of the terms.



We cannot change or waive any of these terms through conduct or by accident.

If there is a problem with a term, it will be severed.

These terms cannot be changed or waived through conduct. It has to be in writing and consented to. For instance, just because we don't take action immediately when you breach these terms, does not mean that you have been released from any of your obligations.

If any term turns out to be unenforceable, it will be severed from these terms. It will not affect the enforceability of any of the other terms.

## THE WEBSITE IS OUR INTELLECTUAL PROPERTY

This website is subject to our copyright. You must ask our permission if you want to use any of our content for commercial purposes.

We own everything on the website.

All the content on the website is subject to our copyright. You may use ('using' includes copying, downloading, amending, publishing, broadcasting, linking to and sending by means of the internet) any content on this website for:

your personal information purposes;  
commercial purposes, but only if we have provided our prior written permission for you to do so. Please send us your request for permission to [insert address].

If you use the content of this website for private or commercial reasons, you must include this copyright notice: 2017 © Pioneer Foods (Pty) Ltd. - All Rights Reserved.

Unless it is clearly indicated otherwise, all the content, trademarks and data on our website, including software, databases, text, graphics, icons, hyperlinks, private information, and designs are our property or licensed to us, and as such, are protected from infringement by domestic and international legislation and treaties.

We may revoke any licence that we grant you to use our copyright as set out in these terms, at any time and at our discretion and each licence is a non-exclusive licence.



## ACCEPTABLE (AND UNACCEPTABLE) USE

Your use of our website must be legal.

You must not damage the website. If you do, you will be held responsible.

Do not circumvent our security or commit cyber crime using our website.

When you link to our website, you must link to the home page.

You may only cache (store) the website under limited circumstances.

You may only use this website for legal purposes.

You must not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the website or the server and computer network that support the website.

If you do will be held responsible for any and all liability, damages and losses Pioneer Foods and its partners / affiliates may suffer as a result of such damaging code (for the lawyers, you indemnify and hold us harmless).

You must not develop, distribute or use any device to circumvent the security measures of the website or commit cyber crimes.

If you do we will be entitled to institute criminal proceedings and you will be held responsible for any and all liability, damages and losses Pioneer Foods and its partners / affiliates may suffer as a result of such damaging code (for the lawyers, you indemnify and hold us harmless).

Hyperlinks to the website must link to the home page. No 'deep linking' is allowed.

We only allow the caching (storing) of the website if: the purpose of the caching is to make the onward transmission of the content from the website more efficient;

the cached content is not modified;

the cached content is updated every 12 hours; and

the cached content is removed or updated when we request you to.



You may not frame the website without consent.

You are not allowed to frame the website, without our permission. Framing means making the content on our website viewable on another website.

Do not search or copy content without consent.

Apart from search engine operators and the use of the search facility, you must not use or attempt to use technology such as web crawlers or web spiders, to search or copy content from the website without our permission.

### **YOUR PRIVACY IS IMPORTANT**

Your privacy is important to us.

Your privacy is important to us. We will keep your personal information to ourselves and will try not to watch you too much. Please read our Privacy notice to see how we collect and use your personal information.

### **WHERE OUR RESPONSIBILITY ENDS (THE FINE PRINT)**

The website is provided 'as is'.

The website is provided 'as is'. This means that we make no representations or warranties.

Specifically, we do not promise that:

this website will be constantly available or available at all;

the information on this website is true, accurate, complete or not misleading; or that

the website is safe to use.

We will not be liable for any loss or damage of any nature that you may suffer if you rely on the content of the website or any third party websites we refer to.

We do not give professional advice via our website.

The information, ideas and opinions expressed on the website is not professional advice or Pioneer Foods' official opinion. In addition, the information is not designed to meet your specific requirements. You are encouraged to seek professional advice before you rely on the information on the website.



You can link to it, but then you must take responsibility.

If you link to our website you are responsible for any claims for loss or damage of any nature resulting from the link to our website (for the lawyers, you indemnify us and hold us harmless).

The internet can be a dangerous place.

You are responsible for your own security when you use our website or any third party website that we reference in the website. For instance, it is your responsibility to ensure that your computer hardware and software is updated and protected.

Although we will try to prevent it from happening, we are also not responsible for any loss or harm caused by malicious code (such as a virus) which may come from this website.

## CHANGES

These terms will have to change from time to time. Please check them regularly.

From time to time, we will have to make changes to these terms. The 'new' terms will be in force from the date published at the top of this page.

If you continue to use our website after the terms changed, it means that you accept the changes.

You will not be notified of the changes. We encourage you to check the terms regularly.

## WHAT HAPPENS IF THINGS GO WRONG?

Please tell us first, maybe we can do something about it.

If you have any complaints with regard to our website or if any of the content is inaccurate or offensive, please let us know by e-mailing [info@pioneerfoods.co.za](mailto:info@pioneerfoods.co.za)

We go to arbitration.

Any dispute regarding these terms must be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Paarl in English.



We can claim damages or institute criminal proceedings.

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.

In the event that you breach these terms, Pioneer Foods will be entitled to claim damages from you and to institute criminal proceedings.