

## **Website Terms and Conditions:**

### **Acceptance of Terms**

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### **Privacy Policy:**

Stems Fruit (Pty) Ltd has a strong commitment to providing excellent service to all of our customers and visitors of this Website, including respecting concerns about privacy. Stems Fruit (Pty) Ltd will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information"). Generally this information is requested when making reservations; when requesting a particular service. You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

The purposes for which Stems Fruit (Pty) Ltd will use your personal information are as follows: to transact with you via the website or email regarding purchase and reservation, to provide services to you via our website; to inform you of new features, services, special offers and products (provided you have consented to receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.

Stems Fruit (Pty) Ltd shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on Stems Fruit (Pty) Ltd; (b) to protect and defend the rights or property of Stems Fruit (Pty) Ltd, and (c) for the purposes of distributing same to various employees and/or third parties who assist Stems Fruit (Pty) Ltd in providing services to you and thus need to know your personal information in order to

render a proper and efficient service to you. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

You are aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a website can use to recognise repeat users, facilitate the user's on going access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on our Websites.

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Stems Fruit (Pty) Ltd will:

- treat your personal information as strictly confidential;
- take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
- provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and
- upon your request, promptly return or destroy any and all of your personal information in our possession or control.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

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## **Termination**

Stems Fruit (Pty) Ltd may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that Stems Fruit (Pty) Ltd will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

## **Governing Law**

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.