



Herbal Africa Website Terms of Use

1. Introduction

These are the general terms of the relationship between:

- ❖ **you** – the website visitor; and
- ❖ and **us** – Ethnic Herbs cc (Registration number: 2002/094832/23), also known as Herbal Africa – the website owner.

These general terms cover the following websites, with their home pages accessible at

- ❖ <https://www.herbalafrica.co.za>

and apply to the use of:

- ❖ the website itself; and
- ❖ its content, including the text, images and other substantive information on the website.

You agree to be legally bound by the terms by visiting and using the website. You may not use the website and must immediately stop doing so if you do not agree to the terms.

2. Definitions and interpretation

2.1 Definitions. In these Terms of Use the following terms have the meanings ascribed below:

- ❖ terms these terms of use and any other relevant specific terms, policies (including our privacy and cookie policy), disclaimers, rules and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the website);
- ❖ we, us, or our means our organisation, the owner of the website and includes our officers, agents, employees, owners, co-branders, subsidiaries and affiliates where the terms limit or exclude our liability; and
- ❖ you or your means any visitor to or other person who accesses or uses the website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor.

2.2 Interpretation. If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our terms of service, privacy policy,



or security policy apply to specific sections of the website or have been specifically agreed between the parties.

3. Permitted use

- 3.1 **Intended use.** We make this website available with the sole intention of providing you with information about us and our subsidiaries.
- 3.2 **Non-commercial purposes.** You may only use this website for non-commercial purposes.
- 3.3 **Licence.** We grant you a limited licence to use this website on these terms. We may cancel your licence at any time for any reason without notice or informing you. Your licence is automatically cancelled if you do not get our written permission before using this website in a way these terms do not allow.
- 3.4 **Rights to access.** You may view, copy, download to your device, print or distribute the content available through this website, provided that:
- ❖ you use the content for only informational and non-commercial purposes; and
 - ❖ any reproduction of the content includes the relevant copyright notice.
- 3.5 **Home page linking.** Any third-party website may link solely to the home page of this website and not to any other page or part of this website.
- 3.6 **Alternative use or linking on written permission.** You may only use or link to this website for any purpose, or in any way, not expressly permitted in these terms with our express prior written permission.
- 3.7 **Right to revoke access.** We may revoke your rights to use this website or the content at any time and for any reason, without notice or informing you.
- 3.8 **Breach.** If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your licence, block you from using the website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

4. Prohibited use

- 4.1 **Prohibited conduct.** You must not, directly or indirectly, or allow anybody else to:
- ❖ do anything that violates any of these terms;
 - ❖ do anything which is illegal, fraudulent or violates or infringes any rights, title or interest (including, any intellectual property rights) in or to this website or its content;
 - ❖ frame this website or any of its pages in a way that we have not expressly authorised;



- ❖ deep link (link to any page other than the home page of this website) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property, unless we have given you written permission to do so
- ❖ remove, disable, bypass, or circumvent any protection mechanisms or access control mechanisms on the website;
- ❖ use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this website, unless we have given you written permission to do so;
- ❖ introduce any materials that are designed to impede the operations of the website or its content;
- ❖ damage, disable, overburden, impair, or gain unauthorized access to the content or the website;
- ❖ remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with, the website;
- ❖ use the website or the content to advertise or promote products or services that we have not expressly approved in writing in advance;
- ❖ interfere with anyone else's use and enjoyment of the website;
- ❖ attempt to discover or reverse engineer the source code and other materials forming part of the technology used to provide the website or forming part of the content;
- ❖ receive or charge money, favours or other consideration for allowing any other person to use or access the website or the content.

4.2 **Apply to cached elements.** These terms and any restrictions on the use of the website will also apply to any part of the website and content that is cached when using the website.

4.3 **Monitoring.** We may monitor whether you are complying with these terms.

5. Content must not be relied on

5.1 **Do not rely on content.** You must not rely on the content for any purpose, because it may not be accurate, complete, adequate, or current.

5.2 **No warranties.** We, members of our group, and third-party data providers give no warranties with respect to this website or the content, including in relation to the accuracy, completeness, adequacy, timeliness, or comprehensiveness of the content.



- 5.3 **No responsibility.** We, members of our group, and any third party data providers accept no responsibility, and will not be required, to update the website or the content or to notify you or other users of content that is inaccurate, incomplete, inadequate or out-of-date.

6. Investors

- 6.1 **Application.** This section only applies to investor content that we make available to our investors (or anyone else who puts money into our business to make a profit) through our website.
- 6.2 **Investor content.** Investor content includes information, financial or otherwise, included under the investor section of the website or in the annual reports, results announcements, presentations, press releases, regulatory filings (including those with the Johannesburg Securities Exchange,) and similar material.
- 6.3 **No responsibility for investor content.** We, members of our group, and any third-party data providers accept no responsibility, and will not be required, to update investor content or to notify you or other users of content that is inaccurate, incomplete, inadequate or out-of-date. We will not update investor content and you must consider it only in the the context of its initial date of publication.

7. Capacity

You confirm that you are entitled to visit this website and agree to the terms because you:

- ❖ are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- ❖ are not 18 yet, but have permission from your parent (or legal guardian) to do so.

8. Accurate information

You confirm that you will only give accurate information to us and this website.

9. Intellectual property

- 9.1 **Ownership.** Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third-party licensor. All moral rights are reserved.
- 9.2 **Your rights.** Your rights to use the website and its content are limited to those that we give to you in these terms.



- 9.3 **Restrictions.** Except as expressly permitted under the agreement, the website and its content may not be:
- ❖ modified or used to make derivative works;
 - ❖ rented, leased, loaned, sold or assigned;
 - ❖ reverse engineered or copied; or
 - ❖ reproduced or distributed.
- 9.4 **Proprietary notices.** You may not remove any copyright, trademark or other proprietary notices from the content.
- 9.5 **Trademarks.** Our logo and sub-logos, marks, trade names, and images of them are our trademarks and no person may use them without our permission, subject to the following:
- ❖ **important assets** – our trademarks are important assets to us and represent a high standard of quality and brand recognition that we have spent substantial resources developing;
 - ❖ **important assets** – our trademarks are important assets to us and represent a high standard of quality and brand recognition that we have spent substantial resources developing;
 - ❖ **non-editorial use prohibited** – we prohibit the use of our trademarks for non-editorial purposes, unless we have given you prior written consent; and
 - ❖ **authorised users** – only third parties wishing to use our trademarks for editorial purposes or third parties who have our prior written consent to use them for non-editorial purposes are allowed to use our trademarks as authorised users.
- 9.6 **Other trademarks.** Any other trademark or trade name that may appear in the website's content is the property of its respective owner.

10. Limits to our liability

- 10.1 **Own risk.** We provide the website "as is". We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.
- 10.2 **Indemnity.** You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) related to your use of this website.
- 10.3 **Faults.** We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.



- 10.4 **Direct damages limited.** If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.
- 10.5 **Indirect damages.** We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.
- 10.6 **Other websites.** We are not responsible for anyone else's website.

11. General

- 11.1 **Entire agreement.** The terms are the entire agreement between the parties on the subject.
- 11.2 **Changes to website.** We may change or stop publishing this website without notice and will not be responsible for any consequences.
- 11.3 **Changes to terms.** We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.
- 11.4 **Facts about website.** If an administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.
- 11.5 **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 11.6 **Severability.** Any term that is invalid, illegal or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
- 11.7 **Law and jurisdiction.** South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.
- 11.8 **Enquiries.** Please contact us by email to privacy@herbalafrica.co.za if you have any questions about these terms of use or how we let you use this website or its content.