## **DISCLAIMER**

### **Ownership of Site: Legal Information and Notices**

### Agreement to Terms of Use

**IMPORTANT:** Please read these Terms and Conditions of Use (the "Terms of Use") that apply to the AgriworldSA website located at www.agriworldSA, and all associated sites linked to www.agriworldSA by AgriworldSA, its licensor, subsidiaries and affiliates. (collectively "the Site"). The Site is the licensed property of AgriworldSA.

# BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, YOU MAY NOT USE THIS WEBSITE.

AgriworldSA reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you accept and comply with these Terms of Use, AgriworldSA grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

#### Scope of Applicability

AgriworldSA operates a Website that enables you to access data. This data, more particularly, consists of data, text, graphics, and images related to the wine industry in general and more particular to the South African wine industry. In addition, AgriworldSA supply a service to advertisers of products and services related to this wine industry.

#### Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to AgriworldSA, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without AgriworldSA's express prior written consent.

You may use information on AgriworldSA's services (such as data sheets, knowledge base articles, and similar materials) purposely made available by AgriworldSA for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

AgriworldSA's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

AgriworldSA may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and AgriworldSA makes no commitment to update the materials on the Site with respect to such products and services.

#### Your Use of the Site

The Site is only for your personal use. You will not use the Site in any way that is unlawful, or harms AgriworldSA, its licensors, affiliates, distributors, service providers, and/or suppliers or any of their customers as determined by AgriworldSA at its sole discretion.

Your use of the Site is free of charge for the initial year. On each anniversary following your initial year you will be required to re-register in accordance with the then applicable terms to continue use of the website.

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. AgriworldSA reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any AgriworldSA server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of AgriworldSA, including any AgriworldSA account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or AgriworldSA's systems or networks, or any systems or networks connected to the Site or to AgriworldSA.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to AgriworldSA on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of AgriworldSA or others.

You agree that AgriworldSA may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to AgriworldSA, for which monetary damages would be inadequate, and you consent to AgriworldSA obtaining any injunctive or equitable relief that AgriworldSA deems necessary or

appropriate in such circumstances. These remedies are in addition to any other remedies AgriworldSA may have at law or in equity.

#### **Passwords and Security**

Certain features or services offered on or through the Site may require you to open an account (including setting up an AgriworldSA ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify AgriworldSA immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by AgriworldSA or any other user of or visitor to the Site due to someone else using your AgriworldSA ID, password or account.

You may not use anyone else's AgriworldSA ID, password or account at any time without the express permission and consent of the holder of that AgriworldSA ID, password or account. AgriworldSA cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

#### **Disclaimers**

AgriworldSA does not promise that the site or any content, service or feature of the site will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the site will provide specific results. The site and its content are delivered on an "as-is" and "as-available" basis. All information provided on the site is subject to change without notice. AgriworldSA cannot ensure that any files or other data you download from the site will be free of viruses or contamination or destructive features. AgriworldSA disclaims all warranties, express or implied, including any warranties of accuracy, noninfringement, merchantability and fitness for a particular purpose. AgriworldSA disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the site and/or any agriworldsa services. You assume total responsibility for your use of the site and any linked sites. Your sole remedy against agriworldsa for dissatisfaction with the site or any content is to stop using the site or any such content. This limitation of relief is a part of the bargain between the parties.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

AgriworldSA reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or nonroutine maintenance, error correction, or other changes.

#### **Limitation of Liability**

Except where prohibited by law, in no event will AgriworldSA be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if AgriworldSA has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, AgriworldSA is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, AgriworldSA's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against AgriworldSA (but not including the purchase price for any AgriworldSA product), or (2) ZAR500. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

#### Indemnity

You agree to indemnify and hold AgriworldSA, its licensors, officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against AgriworldSA by any third party due to or arising out of or in connection with your use of the Site.

#### **Termination**

You may terminate use of the Site at any time by destroying all Licensed Materials and erasing any copies or part copies of the Site on storage media. The agreement also terminates if you fail to comply with any term of this Agreement. In such event, you agree to destroy and erase all such Licensed Materials.

#### General

If you choose to access this Site, you do so on your own initiative and are responsible for compliance with applicable software and other local laws. These Terms of Use will be governed by and construed in accordance with the laws and regulations of the Republic of South Africa, without giving effect to any principles of conflict of laws. If any provision of this Terms of Use is subsequently held to be invalid or unenforceable by any court or authority, such invalidity or enforceability shall in no way affect the validity or enforceability of any other provision of this Terms of Use This Terms of Use shall be binding upon the party's authorised successors and assignees. Neither party's waiver of any breach or failure to enforce any of the provision of this Terms of Use at any time shall in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every other provision. No modification of this Terms of Use shall be effective unless it is set forth in a writing signed by AgriworldSA.

AgriworldSA may revise the terms and conditions of this Terms of Use at anytime by updating this posting. You should visit this page from time to time to review the then current terms and conditions of this Terms of Use because they are binding on you. Certain provisions of this Terms of Use may be

superseded by expressly designated legal notices or terms and conditions located on particular pages at this site.

The information to this web site is subject to change without notice. Copyright 2007 AgriworldSA. All Rights Reserved.