CONVERGENCE
WINES

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR SITE

1. TERMS OF WEBSITE USE

1.1. These terms of use ("**Terms of Use**"), together with the documents referred to herein, makes provision for the terms and conditions applicable when making use of our site: www.convergencewines.co.za and/or any social network website we make available to you ("**our site"**).
1.2. Please read these Terms of Use carefully before making use of our site. We recommend that you print a copy of these Terms of Use for future reference.
1.3. If you do not agree to these Terms of Use, we advise that your refrain from making use of our site.

Please pay specific attention to the BOLD paragraphs of the Terms of Use. These paragraphs limit our risk and liability, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify us or is an acknowledgement of any fact by you.

2. OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of our site:
2.1. our Privacy Policy, which sets out the terms on which we process any personal information. By using our site you agree to our Privacy Policy.
2.2. our Terms of Supply will apply (along with these Terms of Use) where you acquire any of our Products or Services.

3. INFORMATION ABOUT US

3.1. **Website**: www.convergencewines.co.za is an Internet website operated by Convergence Wines (Pty) Ltd ("**we**", "**us**", "**our**").
3.2. **Company registration number**: 2004/001324/07
3.3. **Principal place of business** is: at La Concorde, 57 Main Road, Southern Paarl, 7646 South Africa ("**Premises**").
3.4. **Postal Address**: 57 Main Road, Southern Paarl, 7646
3.5. **Liquor License**: We sell liquor under liquor licence number: WCP2024/931.
3.6. For more information about us, click here.

4. CHANGES TO THESE TERMS

4.1. We may change these Terms of Use or any other term(s) as referred to under these Terms of Use at any time. The amendments will be applicable when published on our site. Please check the Terms of Use from time to time to take notice of any changes made, as they are binding on you.
4.2. We recommend that you read these Terms of Use and Terms of Supply before each submission of an order for our Products or Services. Take note, the terms applicable on conclusion of the sale of products to you will apply for the particular purchase.

5. CHANGES TO OUR SITE

5.1. We may update our site from time to time, and may change the Content at any time.
5.2. We may stop publishing our site at any time without notice and will not be responsible for any consequences.
5.3. **Please note** that the Content on our site is provided for general information purposes only. The Content may be out of date at any given time. Although we make reasonable efforts to update the information on our site, **we make no representations, warranties or guarantees, whether express or implied**, that the Content on our site is accurate, complete, free from errors or omissions or up-to-date.

6. ACCESSING OUR SITE

6.1. **Access to our site** is made available free of charge.
6.2. **Product and/or Services costs** are addressed in our Terms of Supply.
6.3. **We do not guarantee** that our site, or any Content on it, will always be available or uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site (including, but not limited to, the Products and Services available) without notice to you. We will not be liable to you if, for any reason, our site is unavailable at any time or for any period.
6.4. **You are responsible for making all arrangements necessary for you to have access to our site**, including, but not limited to, mobile data and the costs associated with it**. We do not guarantee** that our site or any subsequent services, or any portion thereof, will function on any particular hardware or devices. In addition, use of our site may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
6.5. You are also responsible for ensuring that all persons who access our site through your Internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.
6.6. **Our site is directed to people residing within the Republic of South Africa.** We do not represent that Content available

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on, or through, our site or our Products or Services are appropriate or available in other locations. We may limit the availability of our site or any Products or Services described on our site to any person or geographic area at any time. If you choose to access our site from outside the Republic of South Africa, you do so at your own risk and under the laws stated herein.

7. YOUR ACCOUNT AND PASSWORD

7.1. To be able to purchase Products and/or Services from us you need to register as a user and create a profile on our website.
7.2. When you register and create an account with us, you must provide a unique username and password and provide us with information and personal details that is accurate, complete, and current at all times.
7.3. The information we capture will be dealt with as per our **Privacy Policy**;
7.4. You are responsible to protect and treat your username and password as confidential. You must utilise your username and password for personal use only and not disclose it to any third-party.
7.5. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You agree, however, that where your username and password was entered correctly to access your account without authorisation or by fraudulent means, you will be liable for payment of such order, save where you have cancelled the order in accordance with our Terms of Supply.
7.6. We have the right to disable your username and password, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use or our Terms of Supply.
7.7. If you know or reasonably suspect that anyone other than you knows your password or has unauthorised access to your account, you agree to promptly notify us in writing (use our Contact Us details) and to take steps to mitigate any resultant loss or harm.

8. RIGHTS GRANTED TO YOU

8.1. Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our site and Content at any time, solely for your personal, non-commercial use.
8.2. Any rights not expressly granted herein are reserved by us and our licensors.

9. PROHIBITED USES

9.1. You may not use our site or Content:
9.1.1. in any way that breaches any applicable local, national or international law or regulation;
9.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
9.1.3. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: *Spam*).
9.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our site or the Content used by us or any other Users of our site; or
9.1.5. to access, without authority, interfere with, damage or disrupt any part of our site or the equipment or network on which the website is stored.
9.2. You may further not:
9.2.1. remove any copyright, trademark or other proprietary notices from any portion of our site or from the Products or the Services available;
9.2.2. reproduce, copy (direct or in-direct), modify, adapt, reproduce, prepare derivative works based upon, reverse engineer, decompile, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, frame, or otherwise exploit our website, content or the Services (or any part thereof);
9.2.3. cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our site or unduly burdening or hindering the operation and/or functionality of any aspect of our site;
9.2.4. frame our site or any part thereof or access or use our site or the Content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our site or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content); or
9.2.5. attempt to gain unauthorized access to or impair any aspect of our site or its related systems or networks.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. We own all intellectual property rights (including but not limited to, concepts, know-how, data processing techniques, copyrights (including but not limited to photographs, computer programs), patents, designs (including the website look and feel and lay out), inventions, trademarks, which are created, invented and/or developed, registered or unregistered) in our site and Content. Those works are protected by local and international laws and treaties around the world. All such rights are reserved.
10.2. You may copy, and may download extracts, of any page(s) from our site for your personal use and to determine

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whether you wish to purchase the Products or utilise our Services. You may draw the attention of others to content posted on our site or by sharing same via social networks or other means available.

10.3. You must not modify the copies of any materials you have printed off or downloaded from our site in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on our site must always be acknowledged.

10.4. Neither these Terms of Use nor your use of our Services or purchase of the Products convey or grant to you any rights:

10.4.1. in or related to our site except for the limited license granted under paragraph 8 above; or

10.4.2. to use or reference in any manner our business names, service names, logos, trademarks or services marks or those of our licensors (registered or un-registered).

11. LIMITATION OF OUR LIABILITY

11.1. **WE PROVIDE OUR SITE TO YOU ON AN "AS-IS" AND ON AN "AS-AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR SITE OR ANY CONTENT ON IT OR OUR SERVICES, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF OUR SITE OR ANY OF OUR PRODUCTS OR SERVICES REQUESTED THROUGH THE USE OF OUR SITE, OR THAT THE USE OF OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR SITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND THAT YOU WILL INDEMNIFY US AGAINST ANY CLAIM, DEMAND, DAMAGE, COSTS, LOSS OR LIBILITY (INCL. REASONABLE ATTORNEY'S FEES) RELATED TO YOUR USE OF OUR SITE.**

11.2. **IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR SITE AND THEREFORE YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE, OUR DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, USE OF DATA, GOODWILL OR OTHER INTANGIBLE LOSSES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM (I) THE USE OR THE INABILITY TO USE OUR SITE OR SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTED SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SITE OR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY VIA OUR SERVICES OR ON OUR SITE; (V) RESULTS OF OUR SERVICES, ANY WEBSITES LINKED TO OUR SITE AND ANY CONTENT POSTED ON IT; (VI) FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL; OR (VI) ANY OTHER MATTER RELATING TO OUR SITE, PRODUCTS AND SERVICES.**

11.3. **THE LIMITATIONS AND DISCLAIMER IN THIS PARAGRAPH 11 DO NOT LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER ANY APPLICABLE LAW.**

11.4. Different limitations and exclusions of liability may apply to liability arising as a result of the supply of Products or Services by us to you, which will be set out in our Terms of Supply.

12. SECURITY

12.1. Although we are not obliged to provide security on our site, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonable possible. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our site are completely secure at all times.

12.2. To provide adequate security to all our Users, and to monitor activities prohibited under section 86 of the ECT Act, you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications, subject to the conditions as set out under the RIC Act.

12.3. It is our policy to virus check documents and files before they are uploaded to our site. However, we cannot guarantee that documents or files downloaded from our site will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you agree not to upload or provide, via our site, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our site.

13. LINKING TO OUR SITE

13.1. You may link to our site, but only to the Home Page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.

13.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our site in any website that is not owned by you.

13.3. We reserve the right to withdraw linking permission without notice to you.

14. THIRD PARTY SERVICES, CONTENT, SOCIAL MEDIA AND LINKS IN OUR SITE

14.1. **Third Party websites**: Where our website contains links to other websites and resources provided by third parties, these

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links are provided for your convenience and information only. We do not: endorse the operators and/or owners of third-party websites; operate or control any of the information, graphics and material on those third-party websites; or guarantee that third-party websites will always be operational. We expressly disclaim acting in any respect on behalf of any third-party website operators and/or owners. You acknowledge that different terms of use and privacy policies may apply to your use of such third party sites and content. We do not endorse such third party websites or content and in no event shall we be responsible or liable for any services of such third party providers.

14.2. **Social networks**: You agree that when accessing, using and/ or posting or uploading any content or materials of any kind to our social network pages (including but not limited to Facebook, Instagram and any other facility (e.g. YouTube) made available by us from time to time), You will:

14.2.1. not use the social network page of communication facility in any improper or unlawful manner or in breach of any legislation or licence that applies to You;

14.2.2. not harass others or disclose personal information about others that could amount to harassment;

14.2.3. not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;

14.2.4. not submit, post or upload files that contain software or other material the intellectual property rights in which are owned by any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;

14.2.5. not upload files that contain viruses or corrupted files;

14.2.6. not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;

14.2.7. not promote any activity that is illegal;

14.2.8. not use software to harvest information from the social media network page;

14.2.9. not submit any material which is prohibited by any applicable data protection or privacy legislation;

14.2.10. only upload or submit material to the social network page which either You own or which You have the permission of the owner of that material to submit; or

14.2.11. not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the Facebook Terms of Use; and

14.2.12. abide to the particular social network's Code of Conduct (Facebook) and Community Guidelines (Instagram) or any other similar rules and guidelines made available by the particular social network. You agree that You shall be solely responsible for all content, information or materials of whatever nature or medium that You submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and You warrant and undertake that You own the intellectual property rights in and to all User Content or that You are otherwise entitled to submit the same to the Page. You acknowledge and agree that We may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion is in breach of any of the rules or guidelines made available or in breach of these Terms of Use.

14.3. Social media is not a medium for conflict resolution or lodging complaints. Complaints should be sent to us as per our Contact Us details, which will be dealt with as per our Terms of Supply.

15. BREACH, SUSPENSION AND TERMINATION

15.1. Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our site. When a breach occurs, we may take such action as we deem appropriate. **We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.**

15.2. **All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**

15.3. No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.

15.4. Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms of Use and our Terms of Supply are governed by the laws of the Republic of South Africa.

16.2. In the event of any dispute arising between you and us, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division (Cape Town)) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

16.3. Kindly take note that no term, condition and/or provision of these Terms of Use is intended to limit your right to settle a dispute concerning the CPA (to the extent applicable) using the mechanisms provided for herein.

17. ELECTRONIC COMMUNICATION AND CONTACT

17.1. Any Data Messages sent by us to you shall be deemed to have been sent from our Premises.

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17.2. A Data Message is deemed to be **sent**:
17.2.1. **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
17.2.2. **By you**, at the time when we confirm receipt thereof.
17.3. A Data Message is deemed to be **received**:
17.3.1. **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
17.3.2. **By you**, once it enters your information system.
17.4. As provided for in terms of section 11(3) of the ECT Act, all information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use.
17.5. **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
17.6. **Expression of Intent** – **use of our site**: For purposes of electronic communications between you and us no electronic signature is required. The mere sending of a Data Message or browsing of our site demonstrates your intent to be a party to this Terms of Use.

18. CONTACT US

18.1. **Website functionality or any other recommendations**: Send us an email at info@convergencewines.co.za
18.2. **Queries about our Products or Services**: Contact us by way of our Contact Us-page.
18.3. **Complaints**: We kindly request that you contact us first should you have any complaints or any other service related issues. It is important to us that you are satisfied with our Products and Services. You may use the contact information as per our Contact Us-page. Please ask for a reference number if you speak to any of our representatives/consultants. We will of course reply to your complaint as soon as practically possible, but wish to note that we stand under no legal obligation to resolve such complain.

18.4. **Legal Documentation or Notices** (*hopefully this will never be required*):
18.4.1. Physical address: our Premises;
18.4.2. Email: info@convergencecwines.co.za (heading: "*LEGAL*");
18.4.3. Marked for the attention of: **Managing Director (Legal)**
18.5. If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet.
18.6. Any notice to you, or us, which is –
18.6.1. sent by prepaid registered post in a correctly addressed envelope to the address specified for it under paragraph 18.4.1 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
18.6.2. delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
18.6.3. sent by a Data Message to the addressee shall be deemed to be received as per paragraph 17.3 above.
18.7. Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

19. DEFINITIONS

19.1. **Consumer** shall have the same meaning attributed to it in terms of the CPA.
19.2. **Content** means any information, content, images, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate our site;
19.3. **CPA** means the Consumer Protection Act, Act 68 of 2008;
19.4. **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
19.5. **ECT Act** means the Electronic Communications and Transactions Act, Act 25 of 2002;
19.6. **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
19.7. **POPI Act** means the Protection of Personal Information Act, Act 4 of 2013;
19.8. **Products** means the products available for purchase on our site, including, without limitation, wine;
19.9. **RIC Act** means the Regulation of Interception of Communications and Provision of Communication Related Information Act, Act 70 of 2002;
19.10. **Services** means the services provided by us as available via our site or as published on our site from time to time; and
19.11. **Users** mean users of our site (including you!).

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