

TERMS AND CONDITIONS OF USE

VERSION 1.0 dated August 2019

Introduction

These Terms and Conditions (“the/these Terms”) govern your use of this website. Please read the Terms carefully before using the website. By using this website you indicate that you have read and understand the Terms and that you accept them in full. If you disagree with the Terms or any part thereof or do not want to be bound by the Terms, you must not use the website. Agri Technovation’s [Privacy Policy](#) (“Privacy Policy”) is incorporated into the Terms by this reference. Your acceptance of the Terms therefore includes your acceptance of the Privacy Policy.

Nothing in the Terms are intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations as the case may be, created in terms of any applicable laws.

Licence to Use the Website

Your use of the Website is subject to your acceptance of these Terms and your resultant obligations towards Agri Technovation, the owner of the Website. If you do not agree to the Terms, you are not authorised to use the website. By accessing or using the website you represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of the website.

Agri Technovation reserves the right to withdraw or amend the website service without notice. Agri Technovation and/or its third-party licensors own all the intellectual property rights in and to the website and all information contained therein. Subject to the conditions below, all such rights are reserved.

When using the website, you may view, download and print content from the website for information purposes and personal use only.

You must not:

- Modify the paper or digital copies of any materials you have printed or downloaded from the website;
- Use any part of materials on this website for commercial purposes;
- Edit, amend or otherwise modify any material on the website;
- Show any material from the website in public, unless authorised by us in writing;
- Republish material from the website; and/or
- Redistribute material from the website unless expressly made available for such redistribution.

Acceptable Use

You may not use the website for any purpose that is unlawful or prohibited by these Terms or any amended Terms and/or any other conditions or notices made available on the website.

You must not:

- Use the website in any way that breaches any applicable law or regulation or that is fraudulent;
 - Modify, adapt or translate any part of the website in an unauthorised manner;
 - Reverse-engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide our Website (and/or related services) or otherwise attempt to obtain the website source code;
 - Bypass, modify, defeat, reverse-engineer, disassemble, tamper with or circumvent any of the security features of the website;
 - Remove or alter any copyright, trademark or other proprietary notice contained on the website;
 - In any way interfere with or damage the website or our servers through the use of viruses, bots, trojans, harmful code, denial of service attacks, packet or IP spoofing, forged routing
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or electronic mail address information, or similar methods or technologies that cause harm to the website;

- Collect, manually or through an automatic process, information about other users of the website;
- Submit false or misleading information to us or post material that infringes on a third party's intellectual property;
- Engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide the website;
- "Deep link" or frame, inline link or mirror any part of the website without our written permission;
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the website;
- Attempt to gain unauthorised access to the website, computer systems or networks connected to the website, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the website or any activities conducted through the website; and
- Impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Unauthorised use of this website may result in Agri Technovation taking action to deal with the unauthorised use, including instituting legal proceedings against you.

Privacy Policy

Agri Technovation is entrusted with responsibly handling, storing and processing the information and data that it collects through the website and agrees to use such information and data in accordance with the Privacy Policy and the terms set out therein. The Privacy Policy at [INSERT LINK] provides information about data protection practices, how we treat your personal information and protect your privacy. By using the website, you consent to such use, storage and processing in accordance with the Privacy Policy.

In the event that you elect to submit personal information, such information will be handled in accordance with the laws pertaining to the handling of personal information in South Africa.

If we are required to provide a third party with your personal information (whether by subpoena or otherwise), then we will use reasonable means to notify you promptly of that event (on condition that we have collected and retained an email address for you) unless such notification is prohibited by law or we are otherwise advised not to notify you by legal counsel.

Amendments to Terms

We reserve the right to amend the Terms at any time and will publish any amendment on the website specifying the version and effective date. All amendments are immediately and automatically effective after they are published. Subsequent use of the website shall be governed the amended Terms. It is your responsibility to regularly check the Terms for any amendments. If you do not agree to any amendment, you must cease using the website. Your continued use of the website after any amendment, is evidence of the fact that you have read, understood and accept the amendment.

Breach

If you breach these Terms, you may no longer use the website. If you breach any of the Terms, or if it is reasonably suspected that you are using the website in an unlawful manner, Agri Technovation may take such action as we deem appropriate to deal with the breach and/or suspected unlawful use, including prohibiting you from accessing the website, suspending your access to the website, contacting your service provider to request that they block your access to the website and/ instituting legal proceedings against you.

Disclaimer and Warranties

The content on this Website is provided for general information purposes.

The website is provided “as-is” and on an “as available” basis without warranty of any kind and Agri Technovation hereby disclaims all warranties either expressed or implied, including but not limited to, all warranties and conditions of merchantability, fitness for a particular purpose, accuracy, title and non-infringement.

Agri Technovation does not warrant that the website will be constantly available or available at all, or that the information provided on the website is accurate, true, complete and/or non-misleading. We assume no responsibility for and disclaims all liability for any such inaccuracies, errors or omissions in our website.

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You understand and accept that Agri Technovation does not provide advice of any kind on the website and makes no representations about the reliability and accuracy of the information, services or other content contained on the Website.

You acknowledge that your use of this website is at your sole risk and you assume all risks concerning the suitability and accuracy of the information on the website, publications and documents.

Indemnities

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD AGRI TECHNOVATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SUPPLIERS, HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS OR DEMANDS, LIABILITIES AND SETTLEMENTS INCLUDING (AND WITHOUT LIMITATION TO) REASONABLE LEGAL AND ACCOUNTING FEES, RESULTING FROM, OR ALLEGED TO RESULT FROM, YOUR USE OF THE WEBSITE. AGRI TECHNOVATION SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON THE WEBSITE (THIS INCLUDES CLAIMS OF INFRINGEMENT RELATING TO CONTENT POSTED ON THE WEBSITE FOR YOUR USE, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE WEBSITE OR OTHERWISE RELATING TO THE WEBSITE).

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- The website may contain further text, images, graphics, that are subject to the copyright of third parties and You agree not to use such materials in a manner that violates the rights of such third parties.
- You may not (and may not authorise another party to) frame or otherwise co-brand the website in a manner that is reasonably likely to give a user the impression that you or a third party has the right to display, publish or distribute the website.

Third Party Websites

For your convenience our website contains links to third-party sites that are not under our control. We are not in any way responsible for the contents on any linked site or any link

contained in a linked site, or any changes or updates to such sites, or your dealings with the owners of such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We encourage you to be aware of this when you leave our Website and to read and understand the terms and conditions and privacy policy of any third-party website or service that You visit.

You may not create a link to our website from another website or document without prior written consent from us.

Jurisdiction

These Terms and any dispute relating to these Terms will be construed and interpreted in accordance with the laws of the Republic of South Africa and you hereby consent to the exclusive jurisdiction of the South African courts.

The Website is controlled and offered by Agri Technovation from its facilities in South Africa. Agri Technovation makes no representations that the website is suitable or available for use in other countries. If you are accessing or using any website from other countries or jurisdictions, you do so at your own risk, and you are responsible for compliance with local law.

Assignment

Agri Technovation may transfer, sub-contract or otherwise deal with its rights and/or obligations under these Terms without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms.

Severability

If any provision of the Terms is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.

Full Name of Agri Technovation:	Agri Technovation (Pty) Ltd
Legal Status:	Company
Registration Details:	Registered in South Africa under registration number 2014/004320/07
Registered Address:	Agri Business Park, 5 Louw Street, Wellington Industrial Area, 76454
Physical Address for receipt of legal documents:	As above
Telephone Number:	+27 21 300 0543
E-mail address:	info@agritechnovation.co.za
Website Address:	www.agritechnovation.co.za
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