



Audacia

The Red Wine Boutique Winery

Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY USING THE AUDACIA WINES WEBSITE ("SITE"), YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THE TERMS OF THESE TERMS AND CONDITIONS.

1. **Introduction.** These terms cover any transactions where we provide goods to you through this website.
2. **The parties.** We are the vendor under these terms. You are the customer under these terms.
3. **Duration.** These terms commence when you accept them and continue until terminated.
4. **Orders.** You place orders with us on the following basis:
 - you promise that you have the legal capacity to enter into the transaction.
 - we only conclude an agreement when we dispatch our goods to you.
 - we may cancel any order, but we will refund any money you have paid if we do.
 - we conclude an agreement where you are domiciled; and
 - each order is a separate agreement, but you breach all of them if you breach one.
5. **Goods.** We sell the goods to you on the following basis:
 - you will bear the cost and we will choose the way of packaging and delivering the goods unless agreed otherwise;
 - we will do our best to dispatch the goods as soon as possible after you have placed an order, but we are not liable and you may not cancel an order if we do not do so timeously;
 - risks related to the goods pass to you on delivery;
 - ownership in the goods passes to you on payment of the fees in full; and
 - you have the same rights against us as we have against our suppliers in terms of any warranty attached to the goods or imposed by law.
6. **Your data.** You own all your data. When you enter your data into the system, you give us a right to use it to provide the goods. We are not responsible for any of your data stored on our system.
7. **Intellectual property.** We may own intellectual property rights on our goods and you may not use those rights without our permission. We may prosecute you for any violations of our proprietary rights.
8. **Disclaimer.** We disclaim all warranties to the extent allowed by applicable law. We are not liable for any defect that you cause. *You hereby indemnify* the company against any loss, claim or damage

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which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third party website.

9. **Changes to these terms and conditions.** The company reserves the right to update and/or amend the terms and conditions from time to time and without any notice, and you are accordingly encouraged to check the website regularly. Any such change will only apply to your use of this website after the change is displayed on this website. If you use this website after such updated or a amended terms and conditions have been displayed on this website, you will be deemed to have accepted such updates or amendments.
10. **Fees and payment.** You will pay us the fees on the due date. You may not withhold payment of any amount due to us for any reason.
11. **Direct damages limited.** We are only liable to you for any direct damages that the goods may cause up to the total amount of fees that you have paid us for them.
12. **Indirect damages excluded.** We are not liable for any other losses that they may cause you.
13. **Breach.** Please don't breach your obligations under this agreement. If you do, we have certain rights against you in terms of the law.
14. **Termination.** We may need to terminate this agreement immediately under certain unlikely circumstances, including if we discontinue the goods, believe providing the goods could burden or pose a risk to us, have to terminate to comply with a law, or providing the goods has become impractical. If we need to, we will give you as much notice as possible in writing.
15. **Resolving disputes.** We want to avoid disputes about this agreement and resolve them as quickly as possible. But if there is one, either party may inform the other of it in writing. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally go to arbitration if mediation fails.
16. **Notices and domicile.** We want to communicate with you effectively about this agreement. For this reason, the parties will send all notices to each other's email addresses and choose their respective street addresses as their service addresses for all legal documents, but they may change either an address on 14 calendar days written notice to the other.
17. **Force majeure.** Things may happen that prevent you or us from complying with each of our obligations under this agreement. Neither party is responsible for breach of this agreement caused by circumstances beyond its control, but the other party may cancel the agreement on written notice to the other if the circumstances persist for more than 60 calendar days.
18. **Lockdown Regulations.** Should the Government decide to put a ban on alcohol and a temporary lock down, we will only deliver when the ban has been lifted and alcohol can be transported legally.
19. **User Conduct** In using this Site, you agree:
 - Not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked Web sites;
 - Not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web sites

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- Not to upload, post or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files;
- Not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- Not to attempt to obtain unauthorized access to the Site or portions of the Site that are restricted from general access;
- Users may not use the website in such a way that is in violation of any applicable law or regulation;
- Users are prohibited from violating or attempting to violate the security of AUDACIA. Violations of system or network security may result in civil or criminal liability. AUDACIA will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.
- In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, national and international laws and regulations

20. **E-mail Disclaimer**

- The information in all e-mail messages (document and attachments) sent by an employee / electronic agent / a member of Audacia Wines (Pty) Ltd is confidential and may be legally privileged. The information transmitted is intended only for the person(s) or entity to which it is addressed. If you are not the intended recipient(s), please notify the sender immediately and then delete this e-mail (document and attachments). Do not disclose the contents of this e-mail (document and attachments) to any other person, nor make any copies thereof.
- Internet communications cannot be guaranteed to be secure or error-free. Neither Audacia Wines nor the sender accepts liability for any errors or omissions in the contents of this message which arise as a result of e-mail transmission. If verification is required, please request a hard copy version. Also take notice that this e-mail can possibly contain viruses and that the recipient is responsible for checking and deleting viruses. In no event will Audacia or the sender be liable to anyone for any indirect, special, consequential or direct damages arising from this document and attachments or any use thereof.
- No employee is authorised to conclude a binding agreement on behalf of Audacia by e-mail without the express written confirmation of a director of Audacia. Nothing contained in this e-mail shall be construed as a legally binding agreement or an offer to contract.

21. **Entire agreement.** The agreement is the entire agreement between the parties on the subject.
22. **Governing law.** South African law governs this agreement.
23. **Jurisdiction.** You consent to the jurisdiction of the Magistrate's Court.

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Privacy policy

AUDACIA strongly believes in protecting the user privacy. Therefore, we have put together and follow this policy that respects and addresses the user's needs. Users of this Site should refer to our Privacy Statement for information about how AUDACIA uses and collects information.

1. **Purpose.** This policy describes the way we handle your personal information.
2. **Personal information.** Personal information includes information we collect:
 - on submission when you place an order; and
 - automatically when you visit this website.
3. **Acceptance.** You may not order any of our goods if you do not accept this policy.
4. **Collected on submission.** We collect your contact details and delivery address when you place an order.
5. **Collected automatically.** We collect your Internet usage information when you visit this website.
6. **Purpose for collection.** We may use any of your personal information that you provide to us for the purposes that you indicated when you agreed to provide it to us.
7. **Consent to collection.** We will get your consent to collect your personal information in accordance with applicable law when you provide us with it.
8. **Use.** We may use your personal information to fulfil our obligations to you.
9. **Sharing.** We may share your personal information with third parties for the purposes of fulfilling our obligations to you.
10. **Disclosure.** We may disclose personal information to third parties if required for legal reasons.
11. **Security.** Our website is hosted on a secure server and uses security measures to prevent interference by intruders.
12. **Retention.** We will only retain your personal information for as long as is necessary.
13. **Transfer.** We may transfer your personal information outside South Africa to a foreign country.
14. **Updating or removing.** You may choose to update or remove the personal information you have submitted to us by contacting us.