

TERMS AND CONDITIONS

www.irisfresh.global is a site owned and operated by Iris Fresh Proprietary Limited. Iris Fresh ("we") ("us") ("our") is a private company that provides fresh produce.

These Terms and Conditions should be read together with our Privacy Policy.

1. UNDERSTANDING AND ACCEPTANCE OF THESE TERMS

- 1.1. These Terms and Conditions, including our Privacy Policy and all other policies that may be posted on the Iris Fresh website ("**Website**") set out the terms on which we offer you access to use our Website. All of our policies are incorporated into these Terms and Conditions. You agree to comply with all of our policies and in particular these Terms and Conditions when you access and use our Website.
- 1.2. It is your responsibility to familiarise yourself with these Terms and check them regularly for any updates.
- 1.3. By accessing the application and using our services, you agree to all the terms set out in these Terms and Conditions. Should you not agree to these terms, or any of our updates or changes thereto as dealt with below, you should not access or use the Website.
- 1.4. When we refer to "users", "you" or "your" we mean you, the person accessing or using the Website.
- 1.5. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which may:
 - 1.5.1. limit the risk or liability of Iris Fresh or a third party; and/or
 - 1.5.2. may create risk or liability for the user; and/or
 - 1.5.3. may compel the user to indemnify Iris Fresh or a third party; and/or
 - 1.5.4. serves as an acknowledgement, by the user, of a fact.
- 1.6. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 1.7. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask us to explain it to you before you accept the of Use or continue using the Website.

2. USING THE WEBSITE

- 2.1. The Website is made available free of charge.
- 2.2. As a condition of your use of the Website, you agree that you will not:
 - 2.2.1. distribute viruses or any other technologies that may harm the Website or the interests or property of Iris Fresh or other users;
 - 2.2.2. impose an unreasonable load on our infrastructure or interfere with the proper working of the Website;
 - 2.2.3. copy, modify, resell, or distribute any content on the Website without our consent;
 - 2.2.4. use any robot spider, scraper or other automated means to access the Website and collect content for any purpose without our express written permission;
 - 2.2.5. harvest or otherwise collect information about others, including email addresses, without their consent or otherwise violate the privacy of another person; or
 - 2.2.6. bypass measures used to prevent or restrict access to the Website.
- 2.3. We reserve the right at our discretion to restrict a user's usage of the site either temporarily or permanently, or to refuse a user's registration.
- 2.4. You understand and agree that the information, details and descriptions set out on this Website, including the details regarding the products and services may change from time to time. This Website may therefore not always contain the correct or most up-to-date information, details and descriptions relating to our Services.

3. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

- 3.1. Any and all copyright relating to the Website, including these terms and conditions, is held by Iris Fresh. All rights not expressly given are reserved. Much of what you see on the Website is produced by Iris Fresh. You may download, view and print content from this site only for private and non-commercial ends, if you do so, you agree not to remove any watermark or other mark on any image. If you do use any content from the Website as aforementioned, ensure that Iris Fresh is cited as the source with a very visible credit and direct link to the relevant page on the Website publication. To obtain permission for commercial use of any content from this site, please send an email to info@irisfresh.global
- 3.2. All content, trademarks and data on this Website, including but not limited to software, databases, text, graphics, icons, links, private information, designs and agreements, are the

property of or under licence of Iris Fresh. As such they are protected by local and international legislation and agreements.

4. **EXCLUSION OF LIABILITY**

- 4.1. It is a term and condition of the use of this Website that you expressly agree that the use of the Website is entirely at your own risk. The Website and all content on the Website is provided on an "as is" basis, and Iris Fresh makes no representations or warranty of any kind, whether express or implied, to the accuracy of the contents on the Website. Iris Fresh does not warrant that the functions provided by the site will be uninterrupted or error-free, or that the site or the server is free from viruses or other harmful components, although every effort is made to prevent this.
- 4.2. Iris Fresh will not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.
- 4.3. You hereby indemnify Iris Fresh against any loss, claim or damage 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.

5. **SECURITY**

In order to ensure the security and reliable operation of the Website for all users, Iris Fresh reserves the right at its discretion to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications. Any user who commits any of the offences detailed in Chapter 13 of the *Electronic Communications and Transactions Act, 2002* (specifically sections 85 to 88, inclusive) will, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Iris Fresh and its affiliates, agents and/or partners.

6. **General**

- 6.1. These terms and the other policies posted on the Website constitute the entire agreement between Iris Fresh and you.
- 6.2. This agreement is governed by the laws of the Republic of South Africa. You agree that any claim or dispute you may have against Iris Fresh must be resolved by in the courts of the Republic of South Africa.
- 6.3. If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive.

- 6.4. We may update these Terms and Conditions at any time and in our sole discretion. Any such change will be effective from the date of being posted on the Website.