

DISCLAIMER & PRIVACY POLICY

Attention:

La langue anglaise bénéficie préséance sur toutes les autres langues en ce qui concerne l'interprétation de ce site.

Achtung:

Die englische Sprache genießt Vorrang vor allen anderen Sprachen in Bezug auf die Auslegung dieser Site.

Aandag:

Die Engelse taal geniet voorrang bo alle ander tale met betrekking tot die interpretasie van dié webwerf ("Site").

Attention:

The English language enjoys precedence over all other languages with regards to interpretation of this Site.

Please take a few minutes to read through our Disclaimer & Privacy Policy and familiarise yourself with it. Should you have any questions or require a hard copy of these documents, please make contact with us at disclaimer@imnandibakery.co.za.

Introduction

- a) This website ('www.imnandibakery.co.za') and Facebook page ('Imnandi Bakery Pty (Ltd)', both called the ("Site") is operated by Imnandi Bakery Pty (Ltd) - (*us, we, our*).
- b) By visiting and using the Site you accept and agree to be bound by the Disclaimer & Privacy Policy's following terms and conditions of use (*Terms*). If you do not accept these Terms, do not use the Site.
- c) We may change these Terms at any time without notice. Please review these Terms regularly to ensure you are aware of any changes made.
- d) It is your responsibility to clarify any of these terms and conditions should they not be clearly understood and this may be done by emailing us or telephoning us and requesting to speak to a member of our management team.

Returns Policy

- a) The product is from South Africa and manufactured by ourselves.
- b) We will gladly refund or credit goods returned within a reasonable time (generally 21 days from receipt) provided the goods are in a resell-able condition, in the original packaging and are not a special order item or a clearance item such as those close to or past best-by-date products.
- c) "Special order" items are goods that are not in stock at the time of an order, or products that we do not normally stock on an ongoing basis or specifically ordered to meet an order request.
- d) Returns and exchanges can ONLY be authorised by us, so please confirm beforehand how and where to return items prior to returning them. Please don't just return items as it disrupts the efficiency of our processes.
- e) Right of refusal for the return or exchange of products is at the sole discretion of us, except where the relevant legislation or Act in question makes allowance.
- f) At our sole discretion the returned product(s) may be subject to a restocking fee of up to 20% of the purchase price to cover the costs incurred by us in handling returns.

Content and Intellectual Property

- a) The content, layout, design, concept and organisation of the Site (Content) is or may be the subject of patent, copyright, trade mark, design, confidentiality or other intellectual property rights (Intellectual Property) belonging or licensed to us.
- b) Subject to your compliance with these website terms, we grant you a temporary, non-exclusive licence to download, print or otherwise reproduce in unaltered form a single copy of any Content (save for any material for which express notice is given to

the contrary by these website Terms for regular personal, non-commercial use, or for non-commercial information purposes only within your organisation.

- c) Certain material provided or available on or through the Site may be stated to be subject to special or additional rules or conditions which will form part of these website Terms.
- d) By visiting and using the Site you acknowledge and agree that:
 - 1. We own all right, title and interest in, or are otherwise licensed to use the Intellectual Property in the content and you will not do anything to:
 - i. hinder, impede, invalidate or challenge our ownership, entitlement to use, or registration of any part of the Intellectual Property in the content; or
 - ii. which might diminish the value of the Intellectual Property in the content; and
 - iii. any use, downloading, copying, adaption, modification, communication, distribution or reproduction of the Site, the content or the Intellectual Property in the content other than as expressly permitted by these website Terms or by law is strictly prohibited, unless you have obtained our prior written consent (which we can withhold in our absolute discretion).
 - 2. Where our Intellectual Property contains any of our registered or unregistered trademarks, you must not use any of those trademarks:
 - i. in or as the whole or part of your own trademarks;
 - ii. in connection with activities, products or services which are not ours;
 - iii. in a manner which may be confusing, misleading or deceptive; or
 - iv. in a manner that disparages us or our products or services (including the Site).
 - v. you agree to use the Site and its content for lawful purposes only.

Content

- a) Although the Site has the option to be accessed/explored and/or to be read, queried and/or responded to in a language other than English, kindly note that English is deemed to be the primary language and enjoys preference over all other languages with regards to interpretation of the Site and its contents.
- b) We derive our information from sources which we believe to be accurate and up to date at the time of publication.
- c) All information provided on the Site is provided in good faith. However, we:
 - i. do not make any representation or warranty that the information provided is timely, reliable, accurate or complete; and
 - ii. will not be liable for any claim or loss resulting from any action taken, or reliance made by you on any information, material or advice provided on the Site, or for any incorrect or misleading information provided on the Site.
- d) Any change or modification to the Site or these Website Terms is effective immediately upon them being posted on the Site. If any such change or modification is unacceptable to you, do not use the Site. If following any such change or modification you continue to use the Site or Content, then you will be deemed to have accepted those changes or modifications.

Disclaimer

- a) All information, advice or other data on the Site is provided as general information only and should not be relied upon.
- b) We make no representation and give no warranty or undertaking (express or implied) as to the timeliness, accuracy, completeness, effectiveness or reliability of the Site or its Content for any particular purpose.
- c) We will not be responsible or liable for any loss, damage, injury or other claim or outcome arising from your reliance upon the Site, or the Site's inability to meet your needs.
- d) We have no control over and are not responsible for the content of any third-party sites linked to or framed within the Site, or any third-party advertisements and we expressly disclaim (and do not endorse or verify) the accuracy or reliability of the content on any such third-party websites. Those links are provided for your convenience only and may not remain current or be maintained. Website links on this Site should not be construed as an endorsement, approval or recommendation by us of the linked web site or its content. We are not responsible for the content or privacy practices associated with linked web sites. When viewing a third party site, you should read the terms, conditions and privacy statements detailed on that site. Your use of or reliance upon such third-party websites is at your own risk.

- e) We are based in Soetkloof, KIRKWOOD, 6120, South Africa. You must ensure that your access to the Site is not illegal or prohibited by laws which apply to you.
- f) Your use of and any reliance you place upon the Site and its content are entirely at your own risk. When using the Site, information will be transmitted over a medium which, in many cases, is beyond our jurisdiction and control and that of our suppliers. Information and files available from the Site cannot be guaranteed to be secure, free from computer viruses or other faults or defects and you should scan and check such data accordingly. We do not warrant and cannot ensure the security of any information you may transmit to us.
- g) We will not be responsible for any delay, failure, interruption, or corruption of any data or other information transmitted in connection with your use of the Site, which is beyond our control. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your computer system which may arise in connection with your use of the Site or any linked website.

Disclaimer continued (with special reference to the official Facebook page of Imnandi Bakery Pty (Ltd))

- a) You agree, through use of this Facebook page:
 - i. That you will not post any material which is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or which breaches any law;
 - ii. That advertisements, chain letters, pyramid schemes, and solicitations constitute inappropriate use of the forum. However, if you can offer expertise, guidance or information on given subjects, please do so, but do not offer this advice as an attempt to sell your own product or service. Any attempt to solicit customers may result in removal from this page;
 - iii. Posts are reviewed by us before it becomes publicly readable. Although posts are reviewed beforehand we cannot guarantee the accuracy, completeness, or usefulness of any post. A post expresses the views of its author and does not represent our views and we shall not be liable for any postings;
 - iv. That you are solely responsible for the content of your post and you indemnify us in respect of any costs, expenses, losses, damages, or claims arising out of your use of this forum. We reserves the right to reveal your identity in the event of any complaint or legal action arising from any person posting a message. By contributing to this forum, you consent to your post being altered, edited, or adapted in any way that we see fit or removed without providing any reason;
 - v. Any user who has an objection to a post is encouraged to contact the Facebook moderator, on fb@imnandibakery.co.za. Please contact the moderator directly and not through Facebook itself.

Liability

- a) To the fullest extent permitted by law:
 - i. all conditions and warranties concerning the Site and the content (whether as to quality, outcome, fitness, care, skill or otherwise) expressed or implied by statute, common law, equity, trade, custom or usage or otherwise are expressly excluded;
 - ii. in no event will we (or our officers, employees, agents, contractors, licensors, suppliers, or any other third parties mentioned on the Site) be liable for any loss, costs or damages (including, without limitation, economic or consequential loss, lost profits or special damages) resulting from your use of or inability to use the Site or the content;
 - iii. we are not liable to you or to any third party for any personal injury, including death, caused by access to, use or misuse of the Site, the content or the services;
 - iv. any claims arising in connection with your use of the Site, the content or the services must be brought within 30 days of the date of the event giving rise to such action occurred; and
 - v. remedies under these Website Terms are exclusive and are limited to those expressly provided for in these Website Terms.
- b) Where legislation implies any condition or warranty which cannot be lawfully excluded or modified, that condition or warranty will be deemed included but our liability will be limited as follows:
 - i. if the breach relates to goods:
 - I. the replacement of the goods or the supply of equivalent goods;
 - II. the repair of such goods;
 - III. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - IV. the payment of the cost of having the goods repaired; and
 - ii. if the breach relates to services:

- I. the supplying of the services again; or
- II. the cost of having the services supplied again.

General

- a) Your rights and obligations under these Website Terms may not be transferred or assigned directly or indirectly without our prior written consent. We may transfer or assign our rights and obligations under these Website Terms.
- b) To the extent that any part of these Website Terms are invalid, unenforceable, illegal, void or voidable for any reason, these Website Terms will be construed and be binding as if the invalid, unenforceable, illegal, void or voidable part had been read down or deleted to the extent necessary to overcome the difficulty.
- c) Our rights and remedies under these Website Terms cannot be waived except in writing signed by us. Our Delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does our waiver (either wholly or in part) of a right operate as a subsequent waiver of the same right or of any of our other rights.
- d) We will not be responsible or liable for failure to perform any obligation under these Website Terms if such failure is caused by the occurrence of any matter beyond our reasonable control including, without limitation, industrial disputes, internet and communications outages, fire, flood, war, explosion, accident or act of God.
- e) These Website Terms are governed by and construed in accordance with the law of the Republic of South Africa, and each party must submit to the non-exclusive jurisdiction of the courts of that Republic.

Privacy Policy

We recognise the importance of privacy protection. We are subject to, and abides by, the provision of the Protection of Personal Information Act 2013 (“Act”). The information you provide to us as part of your dealings with us is defined as “personal information” under the Act. This Privacy Policy set out how we collect, uses or disclosed your personal information. Information collected by us via the site is stored in a secure operating environment that is not available to the public.

What types of personal information do we collect?

The personal information we collect from you generally includes your name, address, telephone number/s and information required for order processing, payment or addressing a query. We may also request other information from you as it seems fit, with your prior written consent thereto.

How do we collect your personal information?

We collect your personal information through a range of sources including information you provide over the telephone, via the Site’s ‘contact us’, via our official Facebook page or via our Sales Consultant(s) or Customer Service team, surveys and questionnaires you complete, and at possible or related events and functions.

What happens if you don’t provide us with the personal information we require?

If you can’t or won’t provide us with the personal information we reasonably require, we may not be able to provide you feedback on queries, requested information or products or services you wish to buy or receive.

How do we use your personal information?

We may use your personal information for a range of purposes including:

- a) To provide you with information you request about the products or services we offer or special offers provided by third parties to our members;
- b) To process and obtain payment for any products or services you order from us, if applicable;
- c) To contact you for possible direct marketing and promotional purposes including providing you with information about new products or services, events, functions and special offers that we have to offer.

From time to time we may also ask you to participate in surveys or questionnaires. These help us to improve our levels of service and to maximize the opportunities and benefits you can enjoy. It is optional to complete these surveys and/or questionnaires.

We may also send you electronic messages updating you about products, services, offers and special offers. You will only receive electronic messages where you have consented in writing to receive them or it can be inferred from your existing business or other

relationship with us, where there is a reasonable expectation of receiving those electronic messages. All electronic messages will identify us clearly.

Will we share your personal information with anyone?

We currently use contractors to prepare and send mail-outs and deliver products. We will only disclose your personal information to those contractors or other third parties:

- a) To allow your orders to be processed and delivered to you in a timeously manner, if applicable;
- b) To provide you with marketing and other information about our own or related products and services;
- c) If you authorise us to do so; and
- d) If required or permitted by law.

Personal information security

We takes reasonable steps to ensure your personal information is protected from risks such as loss, unauthorised access or use, destruction, modification or disclosure. We only permit our authorised personnel to access your personal information.

Your rights of access and correction

You have the right to access your personal information which we have collected from you.

If you wish to access your personal information, or believe that any of the personal information we hold about you is inaccurate, incomplete or out-of-date, please make contact with our Privacy Officer on details supplied at the bottom of this Privacy Policy.

We reserves the right to withhold your personal information where its disclosure to you is restricted by law, is the subject of legal action, or may compromise the privacy of another person.

Changes to this Privacy Policy

We reserves the right to change this Privacy Policy from time to time without notice. This Privacy Policy was last updated by us in October 2015.

Contacting us

If you would like more information about this Privacy Policy, or any other privacy related issues, kindly make contact with our Privacy Officer as follows:

- a) by email, at privacy@imnandibakery.co.za or
- b) by mail, at the following address:
Imnandi Bakery Pty (Ltd)
P.O. Box 305
KIRKWOOD
6120
South Africa