



QUANTUM FOODS WEB SITE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE QUANTUM FOODS WEB SITE OR ANY PART THEREOF ("THE QUANTUM FOODS WEB SITE") IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE QUANTUM FOODS WEB SITE IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a) "Quantum Foods" means Quantum Foods (Pty) Ltd, registration number 2012/1241966/07;
- b) "Quantum Foods web site" means the quantum Foods web site located at www.quantumfoods.co.za;
- c) "user" means any person who enters or uses the Quantum Foods web site, notwithstanding the fact that such a person only visited the home page of Quantum Foods web site;
- d) References herein to the singular include the plural and vice versa; and
- e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1. ALLOWED USE AND LICENSE

- 1.1 Quantum Foods licenses the User to view, download and print content of the Quantum Foods web site, provided that such content is used for personal, educational and/or non-commercial purposes only;
- 1.2 Content from the Quantum Foods web site shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Quantum Foods;
- 1.3 Users may only access and use the Quantum Foods web site for legal purposes;
- 1.4 The caching of the Quantum Foods web site shall only be allowed if:
 - 1.4.1 The purpose of the caching is to make the onward transmission of the content from the Quantum Foods web site more efficient;
 - 1.4.2 The cached content is not modified in any manner whatsoever;
 - 1.4.3 The cached content is updated at least every twelve (12) hours; and

- 1.4.4 The cached content is removed or updated when so required by Quantum Foods;
- 1.5 If any User uses content from the Quantum Foods web site in breach of the provisions detailed herein:
 - 1.5.1 Quantum Foods reserves the right to claim damages from the User;
 - 1.5.2 Quantum Foods reserves the right to institute criminal proceeding against the User; and
 - 1.5.3 Quantum Foods shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User;
- 1.6 Hyperlinks to the Quantum Foods web site from any other source shall be directed at the home page of the Quantum Foods web site. Quantum Foods shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Quantum Foods web site, if such content was accessed through a hyperlink not directed at the home page of the Quantum Foods web site. Persons that wish to link to content beyond the home page of the Quantum Foods web site shall do so at their own risk and indemnify Quantum Foods against any loss, liability or damage that may result from the use of content from the Quantum Foods web site, if such content was accessed through a hyperlink not directed at the home page of the Quantum Foods web site;
- 1.7 No person may frame Quantum Foods web site in any manner whatsoever, without the prior written consent of Quantum Foods;
- 1.8 Apart from bona-fide search engine operators and use of the search facility provided by Quantum Foods web site by Users,
- 1.9 no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Quantum Foods web site for any purposes, without the prior written consent of Quantum Foods; and
- 1.10 All licenses and/or permission granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Quantum Foods at any time without giving reasons therefore.

2. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

All intellectual property on the Quantum Foods web site, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text graphics, icons and hyperlinks are the property of or licensed to Quantum Foods and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the Use in clause 2, all other rights to intellectual property on the Quantum Foods web site are expressly reserved.

3. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the Quantum Foods web site and/or download content from this web site.

4. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and content available from the Quantum Foods web site is classified as “*electronic transactions*” in terms of the ECT Act and therefore Users have the rights detailed in the Chapter 7 of the ECT Act and Quantum Foods has the duty to disclose the following information:

- 4.1 The full name and legal status of the website owner: Quantum Foods (Pty) Ltd
Registration number: 2012/124966/07
- 4.2 Vat registration number: 4030263455
- 4.3 Street address: 11 Main Road Wellington 7655 South Africa
- 4.4 Postal address: PO Box 1183 Wellington 7655
- 4.5 Telephone number: +27 (0) 21 864 8600
- 4.6 Fax number: +27 (0) 21 87 35 619
- 4.7 Physical address for receipt of legal service: 11 Main Road Wellington 7655
- 4.8 Main business: the main business of Quantum Foods is die manufactory, marketing, selling and distribution of food and feed and food related products
- 4.9 The web site address of Quantum Foods website is: www.quantumfoods.co.za
- 4.10 The official e-mail address of the Quantum Foods website is:
- 4.11 Codes of conduct to which the Quantum Foods web site subscribes:
- 4.12 Management: The identities and contact details of the Pioneer foods management team are available from: www.quantumfoods.co.za
- 4.13 Copies of the manual published in terms of section 51 of the promotion of access to information Act 2 of 2000: www.quantumfoods.co.za
- 4.14 The cost associated with the access and use of the Quantum Foods web site are as follows: free
- 4.15 Alternative dispute resolution: subject to urgent and or term relief, all disputes regarding
 - 4.15.1 access to Quantum Foods web site
 - 4.15.2 the inability to access the Quantum Foods web site
 - 4.15.3 the services and content available from the quantum Foods web site, or
 - 4.15.4 these terms and conditions

Shall be referred to arbitration in terms of the expedited rules of the Arbitration

Foundation of South Africa and such arbitration proceedings shall be conducted in Wellington in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs for the successful party on a scale as between attorney and own client.

- 4.16 Cooling-off period: In terms of the operation of section 42 (1)(c) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this website, and
- 4.17 Users may lodge complaints concerning the Quantum Foods web site with Quantum Foods at: info@quantumfoods.co.za

5. CHANGES AND AMENDMENTS

Quantum Foods expressly reserves the right in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- 5.1 changes these terms and conditions
- 5.2 change the content and/or services available from the Quantum Foods web site
- 5.3 discontinue any aspect of the Quantum Foods web site or service(s) available from the Pioneer Foods web-site, and/or
- 5.4 change the software and hardware required to access and use the Quantum Foods web site

6. PRIVACY

- 6.1 Quantum Foods shall take all reasonable steps to protect the personal information of users and for the purpose of this clause, “personal information” shall be defined as detailed in the promotion of access to information Act 2 of 2000 (PAIA),
- 6.2 Quantum Foods may electronically collect, store and use, amongst other, the following personal information of users,
 - 6.2.1 name and surname
 - 6.2.2 contact details
 - 6.2.3 non-personal browsing habits and click patterns
 - 6.2.4 e-mail address, and
 - 6.2.5 IP address
- 6.3 Quantum Foods collects stores and uses the abovementioned information for the following purpose:
 - 6.3.1 communicate requested information to the user
 - 6.3.2 newsletter database
 - 6.3.3 registration and or authentication of users, and
 - 6.3.4 to compile non-personal statistical information about browsing habits, click patterns and access to the Quantum Foods web site
- 6.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by user. Users may determine cookie use independently through their browser settings

6.5 Quantum Foods may collect, maintain save compile, share, disclose and sell any information collected form users, subject to the following provisions:

6.5.1 Quantum Foods shall not disclose personal information from users unless the user consents thereto,

6.5.2 Quantum Foods shall disclose information without the users consent only through due legal process, and

6.5.3 Quantum Foods may compile, use and share any information that does not relate to any specific individual, and

6.5.4 Quantum Foods owns and retains all rights to non-personal statistical information collected and compiled by Quantum Foods.

7. HYPERLINKS TO THIRD PARTY SITES

7.1 Quantum Foods may provide hyperlinks to web sites not controlled by Quantum Foods (target sites) and such do not imply any endorsement, agreement on or support for the content of such target sites, and

7.2 Quantum foods does not territorially control the content on such target sites and shall not be liable, in any manner whatsoever for the access to, inability to access or content available on or through such target sites

8. SECURITY

8.1 Quantum foods shall take all reasonable steps to secure the content of the Quantum Foods web site and the information provided by and collected from users from unauthorised access and/or disclosure. However, Quantum Foods does not make any warranties or representations that content shall be 100% safe secure,

8.2 Quantum Foods is under legal duty to encrypt any content or communications from and to the Quantum foods web site and is also under no legal duty to provide digital authentication of any page on the Quantum Foods web-site,

8.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Quantum Foods web site or the server and computer network that support the Quantum Foods web site. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Quantum Foods website, whether on purpose or negligently, shall, without limitation, indemnify and hold Quantum Foods harmless against any and all liability, damages and losses. Quantum Foods and its partners / affiliates may suffer as a result of such damaging code,

8.4 Users may not develop distribute or use any device to breach or overcome the security measures other Quantum Foods web site and Quantum Foods reserves the right to claim damages any and all persons concerned with a security failure or breach, and

8.5 Any user who commits any of the offences detailed in section 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Quantum Foods and its partners/affiliates.

9. DISCLAIMER AND LIMITATION OF LIABILITY

9.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Quantum Foods (including its owners, directors, employees, suppliers, internet service providers, partners, affiliates and agents) shall not be liable for any damages, loss of liability of any nature incurred by whomever and resulting from:

9.1.1 access to the Quantum Foods web site

9.1.2 access to web sites linked to the Quantum Foods web site

9.1.3 inability to access the Quantum Foods web site

9.1.4 inability to access web site linked to the Quantum Foods web site

9.1.5 content available on the Quantum Foods web site

9.1.6 services available from the Quantum Foods web site

9.1.7 downloads and use of content from the Quantum Foods web site

9.1.8 any other reason not directly related to Quantum Foods gross negligence

9.2 The Quantum Foods web site is supplied on an "as is" basis and has not been compiled to meet the user's individual requirements. It is the responsibility of the user to satisfy himself or herself, prior to entering into this agreement with Quantum Foods, that the content available from and through the Quantum Foods web site meets the user's individual requirements and is compatible with the user's computer hardware and/or software,

9.3 Information, ideas and opinions expressed on the Quantum Foods web site should not be regarded as professional advice or the official opinion of Quantum Foods and users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the Quantum Foods web site

9.4 Quantum Foods does not make any warranties or representation that content and services available from Quantum Foods web site in all cases be true, correct or free from any errors. Quantum Foods shall take all reasonable steps to ensure the quality and accuracy of content available from the Quantum Foods web site and encourage users to report incorrect and untrue information subject to the right of Quantum Foods to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of the web sites and,

9.5 Quantum Foods does not make any warranties or representations that the Quantum Foods web site shall be available at all times. Users acknowledge that the Quantum Foods web site may be unavailable due to updates or other causes beyond the reasonable control of Quantum Foods, including but not limited to virus infection, unauthorised access, power failure or other "acts of God".

10. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Quantum Foods web site to Quantum Foods

and Quantum Foods undertake to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

11. INTERCEPTION OF COMMUNICATIONS

11.1 Subject of the provisions of the Regulations of interceptions of communications RIC Act 70 of 2002, the user agrees to Quantum Foods right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the user to the Quantum Foods web site, its staff and employees and

11.2 The user agrees and acknowledges that the consent provided by the user in clause 12.1 satisfies the “writing” requirement as detailed in the ECT Act and the RIC Act.

12. ENTIRE AGREEMENT AND SEVERABILITY

12.1 These terms and conditions constitute the entire agreement between Quantum Foods and the user and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Quantum Foods from the user,

12.2 Any failure by Quantum Foods to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provides and

12.3 In the event any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable form the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

13. AGREEMENT IN TERMS OF SECTION 21 OF THE ACT

The user and Quantum Foods agree that:

13.1 the user shall be bound to these term and conditions and such agreement is concluded in Cape Town (South Africa) t the time the user enters the Quantum Foods web site for the first time

13.2 data message (as defined in the ECT Act) addressed by the user to Quantum Foods shall only be deemed to have been received if an when responded to

13.3 data messages (as defined in the ECT Act) addressed by the user by Quantum Foods shall be deemed to be received by the user as detailed in section 23(b) of the ECT Act,

13.4 data messages (as defined in the ECT Act) addressed by the user to Quantum Foods shall be deemed to have been created and send by the user form within the geographical boundaries of South Africa;

13.5 electronic signature, encryption and/or authentication is not required for valid electronic communications between the user and Quantum Foods; and

13.6 The user agrees and warrants that data messages that are sent to Quantum Foods from a computer, IP address or mobile device normally used by or owned by the user, was sent and/or authorised by the user personally.

14. APPLICABLE AND GOVERNING LAW

Subject to clause 5.16, the Quantum Foods web site is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use of inability to use the Quantum Foods web site, its content, services and these terms and conditions

15. LEGAL COST

Quantum Foods shall not be liable for costs incurred by users to obtain professional advice relating to these terms and condition.