

WEBSITE TERMS OF USE

This document sets out the terms and conditions and the terms of use ("Terms") of the website owner ("us", "we", "our") pertaining to the access to and use of the information provided on the Website.

Please read these Terms before you (the user) start to use and/or access the Website.

TERMS USE AND ACCESS

By using and/or visiting our Website, and each time the user uses and/or accesses the Website, you indicate that you accept the Terms and that you agree to adhere to it. If you do not agree to the Terms, you must refrain from using and/or accessing the Website.

The information contained on this Website and/or any blog linked or related to and/or posted on our Website is provided for information purposes only. It does not constitute advice relating to the services or information provided and/or related services and no guarantee is made or given regarding the completeness or correctness of any information obtained from and/or provided on the Website and/or any blog linked or related to and/or posted on our Website.

The use of our Website and/or information provided on our Website does not give rise to a service provider – client/customer relationship and should you, the user, opt to engage our services, an agreement, detailing our services and other related terms, will be entered into (if applicable).

We reserve the right to amend and/or replace the information on the Website, amend the Website and/or the Terms and/or withdraw the services offered on our Website without notice. Any amendments and/or updates to the Terms, shall supersede and replace the previous version(s) and the updated Terms shall be made available on the Website.

The user acknowledges that the Website may be unavailable for any reason and for any period of time. We will not be liable if for any reason our Website is unavailable at any time or for any period.

PROHIBITED USE

The user agrees that he/she shall not, nor shall he/she allow through a party, use the Website:

- in any way that breaches any applicable law or regulations.
- in any way that is unlawful or fraudulent, or has unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm any individual in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to create liability and/or loss for the website owner in any way;
- in any manner which may compromise the security of the website owner's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website; and/or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

In addition, the user agrees not to:

- reproduce, duplicate, copy or re-sell any part of our Website;
- remove any identification, trademark, copyright or other notices from the Website;
- post or transmit, by means of comments, reviews, questions, etc. or other information through the Website, and/or related to the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- access without authority, interfere with, damage or disrupt any part of our Website, any equipment or network on which our Website is stored, any software used in the provision of our Website or any equipment or network or software owned or used by any third party.

INTELLECTUAL PROPERTY AND COPYRIGHT

The website owner is the owner and holder of all intellectual property rights and/or copyright controlled by us and/or published and made available on this Website. Such intellectual property and copyright include, but is not limited to: our rights, title and interest to and in trade secrets, logos, trademarks, trade names, style and design, text, contents, graphics, etc. whether registered or not.

The user acknowledges that by using and/or accessing the Website he/she does not acquire any rights in and to the intellectual property and/or copyright and shall not represent to any third party that he/she has any ownership rights to and/or in the website owner's intellectual property and/or copyright.

The user shall not, and shall not cause or allow any other party, to alter, modify, duplicate, disseminate, copy, etc. any intellectual property and/or copyright belonging to the website owner.

COOKIE POLICY

We do not collect Personal Information on the Website unless you provide us with your Personal Information such as when you email and/or submit a message by means of the Website and/or use the information provided on the Website to contact us.

You may visit our Website without providing any Personal Information. The website servers will collect the IP address used to access the Website, but not the email address or any other Personal Information. We and/or our IT and website service provider(s) may analyse non-identifiable information such as IP addresses, number of visits to the Website, average time spent on the website, pages viewed, etc. in order to improve our Website and services.

The Website may collect cookies where required for particular features to work. The cookies do not collect Personal Information and is used to analyse Website usage. Cookies are small text files created by a website that is stored in the user's computer and provide a way for the website to recognise the user and track preferences.

PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

We are committed to protecting and respecting your privacy.

We will only use your personal information to respond to your enquiry and to provide services you may request. By completing the contact us form and clicking "submit" or "send", you consent to us storing and processing the personal information submitted, as required under the Protection of Personal Information Act 4 of 2013.

In addition, you acknowledge and agree that we require certain personal information in order to respond to your enquiry and to provide the services requested. We undertake that the information provided to us shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

RISK AND LIMITATION OF LIABILITY

The user's use of and/or access to the Website and the information contained on the Website is entirely at the user's own risk.

The user acknowledges that the transmission of information via the internet may be susceptible to interception. The user bears all risk of transmitting information in this manner. Under no circumstances will we be liable for any loss, harm, or damage suffered by the user as a result thereof.

The website owner, its shareholders, directors, employees, IT and website service providers and/or affiliates, etc. shall not be held liable for damages and/or loss, including but not limited to, any direct, indirect, special, incidental, consequential or punitive, howsoever arising related to the use of and/or access to the Website and/or the information contained on the Website.

The user unconditionally and irrevocably indemnifies, and holds the website owner free from loss, damages claims and/or costs, of whatsoever nature, suffered or incurred as a direct or indirect result of the user's use of and/or access to the Website or any information on the Website and/or the user's failure to comply with these Terms.

REPRESENTATION AND WARRANTY

The website owner makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website and/or any blog linked or related to and/or posted on the Website.

The website owner further makes no representation or warranty whether express or implied regarding, without limitation, that the Website or information shall be error-free or that it shall meet any particular criteria of performance or quality and/or that the Website is free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system, etc.

COMPLIANCE WITH SECTION 43 OF THE ELECTRONIC COMMUNICATION AND TRANSACTION ACT

Full name: Lella Gosis (Owner)
Physical address: Prison Break Market
Telephone number: 079 778 1301
Website address: www.graziellasbestfoods.co.za
E-mail address: lella@graziellasbestfoods.co.za
Description of service: This online stores sells imported Italian products.

BREACH OR CANCELLATION

Should you, the user:

- Breach and/or fail to adhere to any of these Terms;
- Use the Website in an unauthorised manner; and/or
- Infringe any law, regulation, etc.

The website owner will be entitled, without prior notice, and in addition to any right or other remedy available to the website owner in terms of these Terms and/or law, to:

- Cancel these Terms and limit and/or deny the user access to the Website; and/or
- Institute legal action, including a claim for damages suffered, against the user and the user shall be liable for all costs and expenses associated with such legal action.

GENERAL CLAUSES

The user agrees to comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to this Website.

These Terms and the use of and/or access to the Website, shall be governed in all respects by the laws of the Republic of South Africa.

The website owner makes no representation that the content of and/or access to the Website and/or is appropriate or available for use outside of South Africa. If the user and/or visitor accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.

The website owner does not guarantee continuous, uninterrupted or secure access to the Website and access may be interfered with as a result of a number of factors which are outside of our control.

If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.

The website owner's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.