

WEBSITE AND TERMS OF USE POLICY

TRADEFED PROPRIETARY LIMITED (referred to as “the Company”, “our”, “we”, “us”)

YOUR CONTINUED USE OF THIS WEBSITE AND OUR SERVICES INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THIS POLICY AND ALL TERMS AND CONDITIONS OR POLICIES INCORPORATED BY REFERENCE:

See: General Privacy Policy: [Privacy Policy](#)

See: Customer Terms and Conditions of Service: [Terms of Use](#)

1. INTRODUCTION

- 1.1 We are delighted that you have visited our website and shown interest in the Company. We take the provision of our services seriously and want you feel safe and to be informed when you are visiting our website and/or engaging with us. This policy governs the use of our website, our relationship with you, as well as your relationship towards other persons on or associated with this website.
- 1.2 This website can be accessed at www.tradefed.co.za, and/or through its related (and/or enhanced) mobi-sites, software applications and/or any other portals specifically made available by Tradefed in relation to this platform (the “**Website**”).
- 1.3 The Website is owned and operated by Tradefed Proprietary Limited (Registration Number: 2020/539253/07, Registered address: 68 Fifth Street, Albertville, Johannesburg, email: info@tradefed.co.za, Telephone: 011 670 6681
- 1.4 Your continued use of the Website indicates that you (“**you**”, “**your** or “**User**”) have both read and consented to the terms of this Policy.
- 1.5 **The Website and our services are only intended to be used by persons aged 18 years** or over. and/or who have full legal capacity and your continued use of the Website warrants this fact.

2. LICENCE AND UNAUTHORISED USE OF THE WEBSITE

- 2.1 Subject to you accepting our Policies and Terms and Conditions (as applicable), we grant you a limited, revocable, non-transferable licence to access and use the Website in accordance with our various policies and agreements which may govern such use and access. We may revoke this licence at any time, including for breach of any of our Policies or Terms and Conditions.
- 2.2 You may not use the Website for any offensive or unlawful purpose.
- 2.3 We reserve the right to remove any content from the Website that is untrue, defamatory, offensive, amounts to hate speech or is otherwise unlawful.
- 2.4 You shall not introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment through email communication with us.
- 2.5 You agree that you are responsible for compliance with any and all laws, rules and regulations that may apply to its use of the Website or the Services.

3. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2002 (ECT ACT)

- 3.1 When you visit the Website or sending us emails or other electronic communications, you consent to receiving communications from us electronically in accordance with our General Privacy Policy [Privacy Policy](#)

4. **WARRANTIES**

- 4.1 The use of this Website is at your own risk.
- 4.2 We make no representation or warranty (express or implied) that the Website and services or will:
- 4.2.1 meet a User's needs;
 - 4.2.2 be accessible at all times;
 - 4.2.3 be free from viruses, spyware or malware; and/or
 - 4.2.4 be accurate, current, complete or free from errors.

5. **LIABILITY AND INDEMNITY**

- 5.1 Without derogating from any other agreed limitations of liability or indemnifications, in agreeing to the provisions of this Policy you hereby unconditionally agree to indemnify us against any liability, loss or damage (including third party) that may result from your use of this Website.
- 5.2 As far as is legally permissible, we shall not be liable for (which shall include but is not limited to) any loss or damage arising from access to or reliance on any inaccurate or incomplete information on the Website, any viruses or alike, any delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside of our reasonable control. While a User may have statutory rights, the duration of any such statutory warranties, will be limited to the shortest period to the extent permitted by required law.

6. **INTELLECTUAL PROPERTY AND COPYRIGHT**

- 6.1 The content on the Website (including any intellectual property) is owned or licenced by us or other third parties such as; our third-party licensors or suppliers and is protected by law (including Copyright and Trademark law).
- 6.2 Where we post or list content provided by a third party, that party is responsible for and warrants that that they have all necessary rights to such content and are not infringing or violating any third part rights by such content being posted on the Website. Tradefed will not be liable for any third-party infringements. Any alleged infringements need to be taken up with party in question.
- 6.3 You may not use, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, the content on this Website with prior permission or as is legally permitted.
- 6.4 You hereby indemnify us against any claim, loss or damages (including third party) resulting from your infringement of this clause or any violated rights.

7. **PROCESSING OF PERSONAL INFORMATION**

- 7.1 In providing your personal information, you hereby consent to us processing of your personal information in line with applicable law and our External Privacy Policy [Privacy Policy](#)

8. LOG FILES

- 8.1 When you visit our Website (even if you do not register an account), we may collect information, such as your IP address, the name of your ISP (Internet Service Provider), your browser, the website from which you visit us, use and tracking information and other information concerning your computer's operating system, language settings, and broad demographic information. This information is aggregated and anonymous data and will not identify you specifically. However, you acknowledge that this data may be able to be used to identify you if it is aggregated with other Personal Information that you supply to us. This information is not shared with third parties and is used only within the company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above, without your explicit permission.

9. COOKIES

- 9.1 We use cookies.
- 9.2 Cookies are small text files stored within your internet browser by the website you are visiting in order to understand more about your visit and enhance your experience. We use the following type of cookies on our Website:
- 9.2.1 "Necessary cookies" -these are necessary for the website to function optimally and they in no way identify you. These cookies only last for the duration of your use of the website. A necessary cookie expires when you close your browser, or if you have not visited the server for a certain period of time;
- 9.2.2 "Preference cookies"- these cookies permanently store a unique code on your computer or smart device in order to be able to identify you as an individual user and generally are used to enhance or improve your experience. No Personal Information is stored in permanent cookies.
- 9.3 You can view and edit permanent cookies by looking in the cookies' directory of your browser installation. These permanent cookies are not required for the website to work but without them your browsing experience may not be as optimal and/or the Website may not function as well as intended.

10. THIRD PARTY LINKS ON THE WEBSITE

The services available through the Website, may contain links to other third-party websites. We are not responsible for the acts, content or privacy policies of these third-party websites.

11. AMENDMENT OF THIS POLICY AND OTHER POLICIES AND DOCUMENTS

- 1.1 We may amend this Policy and/ or Terms and Conditions or documents incorporated hereunder by reference or any other Policies and documents necessary for use of the Website from time to time.
- 1.2 To the extent permitted by applicable law, any such amendment will come into effect and become binding when notice of the change is given, which shall be done by publication on our Website. It is your responsibility to check the website often.

1.3

Your only remedy, should you not agree to such modification will be to refuse acceptance of the amended or updated Policy/document/Terms and Conditions thereby preventing your use of this Website.