

WEBSITE TERMS OF USE

1. INTRODUCTION

These Terms apply to Libstar Holdings Limited (Registration number: 2014/032444/06) including all Divisions and Subsidiaries (“Libstar”) and to the following Websites:

- <https://www.libstar.co.za/>
- www.naturalherbsandspices.com
- www.capeherb.co.za
- <https://www.khoisangourmet.com/>
- <http://www.vinegar.co.za/>

the “Websites”.

2. TERMS OF USE

2.1 Your Account

You are responsible for maintaining the security of your account and are fully responsible for all activities that occur on your account. You agree to provide and maintain accurate, current and complete information, including your contact information and payment information. You may not use false or misleading information in connection to your account, or trade on the name or reputation of others.

Libstar may change or remove any information that it considers inappropriate or unlawful, or otherwise likely to expose Libstar to third party claims. You agree that Libstar may take steps to verify the accuracy of information you have provided to us.

You are responsible for taking reasonable steps to maintain the confidentiality of your username and password. You must immediately notify Libstar of any unauthorised use of your information, your account or any other security breaches. Notifications should be sent to our Information or Deputy Information officers at their details housed on our website.

Libstar will not be liable for any acts or omissions by you, including damages of any kind incurred as a result of such acts or omissions.

2.2 Responsibility of Users of the Websites

Your access to and use of the Websites must be lawful and must be in compliance with these Terms, and any other agreement/s between you and Libstar.

You agree not to use the Websites, for any of the following:

- Engaging in conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation that would fail to comply with accepted internet protocol;
- Communicating, transmitting, or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Communicating, transmitting, or posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- Communicating, transmitting, or posting material that infringes on any other intellectual property, privacy or publicity right of another;
- Attempting to interfere in any way with the Websites, or our networks or network security, or attempting to use our Websites to gain unauthorized access to any other computer system;
- Accessing data not intended for you, or logging on to a server or account, which you are not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of the Websites, Products, and/or Services, or our provision of Services to any other users of the Websites, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Websites, overloading, "flooding", "mail bombing" or "crashing" the Websites.

In addition, if you operate an account, contribute to an account, post material to the Websites, post links on the Websites, or otherwise make material available by means of the Websites ("Content"), you are solely responsible for the content and any harm and damages resulting from that Content. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property, you must receive written permission from your employer to post or make the Content available;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third-party sites, or to further unethical or unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not obscene, libellous, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party.

If you delete Content, Libstar will use reasonable efforts to remove it from the Websites and our servers, but you acknowledge that caching or references to the Content may not be made unavailable to the public immediately.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Libstar shall take reasonable precautions to prevent the transmission of harmful content from its technology systems to your technology systems.

Libstar disclaims any liability for any harm or damages resulting from your access or use of the Websites or access or use of non-Libstar Websites.

Libstar has the right (though not the obligation) to (i) refuse or remove any Content that, in Libstar's reasonable opinion, violates any Libstar policy or is in any way harmful or objectionable, or (ii) terminates or denies access to and use of the Websites to any person for any reason at Libstar's sole discretion.

2.3 Fees and Payments

By purchasing Products, you agree to pay Libstar the fees indicated for such Product or Service.

Configurations and prices for products on the Websites are subject to change at any time. Libstar shall at all times be entitled to modify configurations, fees, prices and quotations, unless otherwise contractually agreed.

2.4 Content Posted on Other Websites

Libstar cannot review all of the material, including computer software, made available through the Websites and webpages to which the Websites link, and that link to the Websites. Libstar does not have any control over non-Libstar websites and webpages and is not responsible for their contents or use. By linking to non-Libstar websites or webpages, Libstar does not represent or imply that it endorses such Websites or webpage.

2.5 Copyright Infringement

Libstar requires others to respect its intellectual property rights and respects the intellectual property rights of others. If you believe that material located on or linked to by the Websites violates your copyright, you are encouraged to notify Libstar. Libstar will investigate these reports and respond to all such notices as required. In order to bring infringing material to our attention, you must provide Libstar with the following information:

- (a) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyrighted work;
- (b) an identification of the copyrighted work and the location on the Websites of the allegedly infringing work;
- (c) a written statement that you have a good faith belief that the disputed use is not authorised by the owner, its agent or the law;
- (d) your name and contact information, including telephone number and email address; and
- (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

In the case of a user who may infringe or repeatedly infringes upon the copyrights or other intellectual property rights of Libstar or others, Libstar may, in its discretion, terminate or deny access to and use of the Websites.

2.6 Trademarks

All trademarks belonging to Libstar, including the Libstar logos, and all other trademarks, service marks, graphics and logos used in connection with the Websites, Products, and Services, are trademarks or registered trademarks of Libstar or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Websites, Products, and Services, may be the trademarks of other third parties in which case such license is for the exclusive benefit and use of us unless otherwise stated, or may be the property of their respective owners. Your use of the Websites grants you no right or license to reproduce or otherwise use any Libstar or third-party trademarks.

2.7 Termination

Where appropriate, you may close your account with Libstar at any time by sending an email to the contact details listed on the website .

Libstar may terminate its relationship with you, or may terminate or suspend the accessibility to the Websites, Products, and/or Services at any time

- (i) if you breach these Terms and/or any other agreement with Libstar;
- (ii) if Libstar reasonably suspects that you are using the Websites, Products, and/or Services to breach the law or infringe third party rights;
- (iii) if Libstar reasonably suspects that you are trying to unfairly exploit or misuse Libstar's policies;

- (iv) if Libstar reasonably suspects that you are using the Websites, Products, and/or Services fraudulently, or that Products or Services provided to you are being used by a third party fraudulently;
- (v) if you fail to pay any amounts due to Libstar;
- (vi) you violate any applicable law or regulation.

Upon termination of your Libstar account for the reasons above, there will be no refund of fees and you may be denied access to the Websites.

2.8 Changes

The configurations and specifications of the Websites, including without limitation all content, may be amended and/or updated from time to time, at the sole discretion of Libstar.

2.9 Limitation of Warranties of Libstar, Its Suppliers and Its Licensors

Libstar and its licensors make no warranties or representations with respect to the Websites or any linked site or its content, including the content, information and materials on it or the accuracy, completeness, or timeliness of the content, information and materials. We do not warrant or represent that your access to or use of the Websites or any linked site will be uninterrupted, free of errors or omissions, that the Websites or any linked site is free of computer viruses or free from other harmful components. We assume no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing of the Websites. If you are dissatisfied with the Websites, you should email the contact details noted on the website to express your concerns and should stop using the website until you are comfortable with the contents therein and the Website Terms of Use.

No advice, results or information, whether oral or written, obtained by you from Libstar or through the Websites, shall create any warranty not expressly made herein. Libstar does not necessarily endorse, support, sanction, encourage or agree with any content or any user content, or any opinion, recommendation, content, link, data or advice expressed or implied therein, and Libstar expressly disclaims any and all liability in connection with user content and any other content, materials or information available on or through the Websites.

2.10 Limitation of Liability of Libstar, its Suppliers and its Licensors

Under no circumstances shall any party be liable for any indirect, consequential, incidental, special, or punitive damages, arising in any way from the use of the Websites or of any hyperlinked Websites.

In the event of damages related to legally proven or admitted intellectual property infringement, the party's liability shall not exceed the total sums received by Libstar from the respective party during the twelve (12) month period immediately prior to the date the damages first occurred.

2.11 Your Representations and Warranties

You represent and warrant that your use of the Websites will be in accordance with any agreement between you and Libstar, the Libstar Privacy Policy, the Website Terms of Use, and with any applicable laws and regulations.

2.12 Indemnification

Subject to the limitations set forth herein, the Parties agree to defend, indemnify, and hold each other harmless from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of, relating to or in connection with:

- (i) a material violation of these Terms, or any agreement between the Parties, or
- (ii) any allegation that any information or material (including any Content) violates any rights of any third party.

2.13 A Special Note About Children

The Websites are not intended for use by children under the age of 18 and we do not intentionally gather personal information from visitors who are under the age of 18. If you are under the age of 18, you are not permitted to submit any personal information to us without the consent of a parent or guardian.

3 BINDING NATURE OF THE WEBSITE TERMS OF USE

Access to and the use of our Websites is conditional upon your agreement to the Terms of Use. You are required to read, agree to and accept all of the terms and conditions contained in this document.

You will be bound by the Website Terms of Use by visiting our websites and should not proceed to use our websites if you do not agree with the terms of use.

Should you have any concerns about Websites' content or the terms of this agreement, please email the contact details noted on the respective website to express your concerns. You should stop using or visiting the website/s until you are comfortable with the contents therein and the Website Terms of Use outlined herein.