



# TERMS OF SERVICE

Welcome to the Clover Website at <https://cloveronline.co.za>. Please take a moment to read these terms and conditions including our policies (“Terms”) to understand how they apply to your use of our Website and any products or services that you may order online.

Please read the rules carefully. **USE OF AND/OR REGISTRATION ON ANY ASPECT OF THE WEBSITE WILL CONSTITUTE YOUR AGREEMENT TO COMPLY WITH THESE RULES.**

If you cannot agree with these rules, please do not use the Website. In addition to reviewing this Agreement, please read our [Privacy Policy](#) and [Copyright Policy](#). Your use of the Website constitutes agreement to their terms and conditions as well.

If you have any questions regarding our Website, the Terms, products or services, please contact us on 0860 256 837.

## 1. GENERAL TERMS

Who owns this Website?

The Clover Website at [www.clover.co.za](http://www.clover.co.za) is owned and operated by Clover S.A. (Pty) Ltd, a company registered in the Republic of South Africa under company registration number 2003/030429/06, which has its registered office at 200 Constantia Drive, Constantia Kloof, Roodepoort, 1709, Gauteng.

All rights and/or defences afforded to us in these Terms shall stand to the benefit of our group companies.

## **Terms and conditions apply**

These Terms apply to your use of this Website. By using this Website, you acknowledge that you have read and understood these Terms and agree to be bound by them. They represent our entire agreement with you and supersede all prior terms, conditions, warranties and/or representations to the extent permitted by law. Please do not use our Website if you do not agree to be bound by these Terms.

Online purchases from our Website are subject to these Terms.

## **Amended or updated terms**

We may periodically update or change the Terms without notice. You should check them from time to time, as your continued use of our Website will mean you accept any updated or revised Terms.

## **Law and arbitration**

This agreement is governed by the laws of the Republic of South Africa. Any dispute arising in relation to our agreement with you shall, to the extent permitted by law, be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

## **Use of our Website**

You are welcome to browse or use our Website for your own personal, non-commercial shopping and information purposes only. No other use is permitted without our prior written consent. The unauthorised use, copying, reproduction, variation, modification or distribution of the content of this Website, the uploading of any unlawful or damaging information or viral software, or the

creation of any links to our Website from any other site whatsoever, is strictly prohibited.

Unless otherwise specified, the Website is intended for your personal use only. You may not authorise others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website. You may not impersonate, imitate or pretend to be somebody else when using the Website.

You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that constitutes junk mail, spam, advertising and/or commercial offers. You may not repeat the same posting multiple times in a day or week.

You agree not to use any obscene, indecent, or offensive language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is defamatory, abusive, bullying, harassing, racist, hateful or violent. You agree to refrain from ethnic slurs, religious intolerance, homophobia and personal attacks when using the Website.

You agree not to use any sexually explicit language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is sexually explicit.

You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is encrypted, invades anyone's privacy, or illustrates, references or encourages conduct that would constitute a criminal offence, give rise to criminal liability or that otherwise violates any statute or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

You are responsible for ensuring that any graphics, text, photographs, images, video, audio or other material you provide to or post anywhere on the Website does not violate the copyright, trade mark, trade secret or any other personal or

proprietary rights of any third party or is provided or posted with the permission of the owner/s of such rights.

The Website may contain graphics, text, photographs, images, video, audio and other material that is clearly identified for your use ("**Assets**"). The Assets are protected by copyright, trade mark and other intellectual property laws.

Nevertheless, we grant to you the limited, non-exclusive rights and license to use the Assets solely as described on the Website, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices. This includes the "look and feel" of the Website and the advertising thereon ("**the Website Content**").

The Website Content is protected by copyright, trade mark and other intellectual property laws and is the property of Clover S.A. and its authorized service providers. The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, whether by omission or commission, of any such Website Content, including but not limited to the removal or alteration of advertising, is strictly prohibited.

You may not in any way make commercial or other unauthorised use, by publication, re-transmission, distribution, performance, caching or otherwise, of material obtained through the Website except as permitted by statute or expressly permitted in writing by this Agreement or the Website.

You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website.

Other than connecting to our and our third party service provider's servers by http requests using a Web browser, you may not attempt to gain access to our servers by any means, including, without limitation, by using administrator's

passwords or by masquerading as an administrator while using the Website or otherwise.

You acknowledge that Clover S.A. and its third party service providers have not reviewed and do not endorse the content of all sites linked to and from this Website, and are not responsible for the content or actions of any sites linked to or from this Website. Linking to any service or site is at your sole risk.

You agree to indemnify Clover S.A. against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of our Website and/or its contents contrary to these Terms.

We use cookies to identify the computer device with which you connect to our Website. We reserve the right to restrict your use and access to our Website or part thereof in the event of any unauthorized use.

We reserve the right to suspend our Website or any part thereof or terminate your account at any time if we, in our sole discretion, determine that you are not using the Website in compliance with these Terms or if we believe the information provided by you is untrue, inaccurate or incomplete.

Any indulgence or extension of time granted to you shall not be construed as a waiver or variation of any of our rights or remedies in these Terms or law.

### **Privacy policy and information security**

Your privacy is very important to us. We take reasonable steps to protect the personal information we hold and process from misuse, loss and from authorised access, modification or disclosure. We hold personal information both at our own premises and with the assistance of our service providers.

Some of our service providers may be located in other countries that may not have the same levels of protection of personal information as South Africa. If this is the case, we require that they undertake to protect the personal information of our customers to the same level that we do.

Please refer to our detail [Privacy Policy](#) for more information, and for contact details of our Call Centre should you like to request an update to your information.

### **Accuracy of Website content**

All reasonable steps are taken to ensure that the information on our Website is accurate and up-to-date. We do not, however, warrant that the content or information displayed is always accurate, complete and/or current.

Any comments uploaded by our users or any authorised experts invited as our guests are their opinions alone and do not in any way represent our views, opinions, beliefs or values. If you wish to make an investment decision regarding the Clover S.A. group of companies, kindly consult your stockbroker or financial adviser.

### **Your comments**

We value your comments, ideas, suggestions and feedback ("your Comments") via our Website. We will not respond to, maintain or compensate you in any way whatsoever for your Comments. Once received, your Comments will become our property and we will not be limited in any way in the use, commercial or otherwise, of any of your Comments.

Clover S.A does not necessarily endorse, support, sanction, encourage, verify or agree with the comments, opinions or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibilities of those who post the statements and do not necessarily represent the views of Clover S.A. or its third party service providers. You agree that Clover S.A. and its third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

You warrant that your Comments do not and will not violate the right(s) of any third party, including copyright, trademark, privacy or any other personal or proprietary right. You agree not to disclose, submit or offer any Comments that are or contain any defamatory, unlawful, abusive or obscene material. We disclaim any liability towards

### **Intellectual property**

All rights, including copyright, trade mark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on this Website are owned by or licensed to us. All data and information communicated to or from the Website including its database also belongs solely to us or our licensors. You agree to sign all documents as we may reasonably require in order to assign any rights that you may acquire in the content of our Website. You agree also to waive any moral rights in such content. You are permitted to view, print or store electronically a copy of any information on our Website, including these Terms, solely for your personal, lawful, non-commercial use. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

### **Use of our logos, content and images**

You are not permitted to use the content of our Website, our logos or any product or other images that appear on our Website without our prior written consent. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an infringement of our or our licensors' intellectual property rights.

### **Advertising and hyperlinks**

External hyperlinks may appear on our Website. The hyperlinks may not be construed to constitute any relationship between us and any linked third party or

any endorsement by us of such third party, and use of or reliance on any external links provided is at your own risk. Advertising and other promotional material of third parties may appear on our Website from time to time. We do not endorse such third parties or their products and/or services. Your reliance on any information contained in such material is entirely at your own risk.

### **Disclaimers and exclusions of liability**

Use of our Website is entirely at your own risk. We make no representations or warranties of any kind, whether express or implied. We do not warrant that the functions provided by the Website will be uninterrupted or error free, or that the Website or the server that makes it available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our Website or the purchase of any of our products or services. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our Website and/or your purchase of any products or services. Notwithstanding any other provisions contained herein, our liability arising from any breach of these Terms, negligence or otherwise shall not at any time exceed more than double the monetary value of any order placed via this Website.

### **Indemnification**

You hereby indemnify Clover S.A. and its affiliates, employees, agents, representatives and third party service providers, and hereby defend and hold each of them harmless from any and all claims and liabilities (including legal costs on the attorney-client scale) which may arise from your submissions, from your unauthorised use of material obtained through the Website, or from your



breach of this Agreement, or from any such acts through your use of the Website.

## **2. ONLINE SHOPPING TERMS**

These online shopping terms and conditions apply to all purchases ordered online at <https://cloveronline.co.za>. Please read them carefully and print a copy for future reference. Existing Clover customers need contact the Clover Service Centre at 0860 2568 37 to activate use of our online shopping

### **Online Shopping**

Registration on our online shopping site is conditional upon your Clover account number as registered Clover customer. Please keep your password private.

Clover S.A. accepts no liability for any damages suffered or losses incurred from the use or misuse of your password on our online shopping site.

### **Product sales and availability**

All products displayed on our Website are subject to availability and will be delivered only within the Republic of South Africa. All prices shown on our Website are quoted in South African Rands and are valid and effective only in the Republic of South Africa. We reserve the right to discontinue or change the specifications of our products and services from time to time without notice.

### **Colours**

We have made every effort to display as accurately as possible the colours of the products that appear on our Website. However, as the actual colours you see will depend on the device that you use to access our Website, we cannot warrant that your device's display of any colour will be accurate.

## **Content errors**

We regret that no order will be accepted if we identify a material error in the description of any of our goods or services or their prices on our Website.

Packaging may vary from that shown on our Website.

## **Pricing policy**

You will be charged the prices as they are reflected on the Products in store at the point of sale, subject to availability. Certain of the Products are variable/random mass items. Whilst the average mass of the Product is indicated on the Online Shopping Site as a guide to the cost, the actual Product delivered to you may weigh slightly more or less than the average mass indicated. You will be charged the actual amount due in respect of the specific Product delivered to you. Prices **exclude** Value-Added Tax. Special promotions may be subject to certain conditions, including stock availability and limited offer stipulations.

## **Methods of payment**

Your payment terms are per your current agreement

## **Stock availability**

Clover S.A. cannot always guarantee availability of stock.

## **Delivery**

There are NO deliveries on Sundays and Public Holidays.

Deliveries are affected according to the delivery days and LEAD time as set up on Clover system.

We only deliver to registered customers within certain specified delivery areas.

On delivery of the order to the specified delivery address, you will receive our

invoice showing the items delivered, Value-Added Tax and the amount payable. For verification purposes, the person accepting delivery at the delivery address may be required to produce a form of identification. Any person other than yourself who receives the products at the delivery address is presumed to be authorised to accept delivery on your behalf. On delivery, we will require you or your authorised representative to sign and print your or their name on a duplicate copy of the delivery note, to confirm receipt.

### **Refunds and returns policy**

We have a no returns/refund policy.

### **Cancellation**

If for any reason you would like to cancel an order this may be done by visiting your Order History on our Website or by contacting our Customer Services Centre on [+27 \(0\)860 256 837](tel:+27(0)860256837).

### **Risk and ownership**

Risk in the products shall pass to you or your authorized representative on delivery. We will retain ownership in the products until payment has been received in full.