

**KATHORUS PALLETS CC
t/a ROSSLYN PALLETS AND CRATES
WEBSITE TERMS AND CONDITIONS OF USE**

1. INTRODUCTION

- 1.1. These are the Terms and Conditions of Use relating to the **KATHORUS PALLETS CC t/a ROSSLYN PALLETS AND CRATES' WEBSITE** located at the following URL - <https://palletsandcrates.co.za/> ("the Pallets and Crates Website"). These Terms and Conditions ("Terms and Conditions") govern your ("the User/s") use and access to the Pallets and Crates Website, as well as any Products and Services associated therewith.
- 1.2. By accessing or using the Pallets and Crates Website the User/s bind themselves to the Terms and Conditions as set out in this document. The content of, which is available on the Pallets and Crates Website, is either proprietary to Kathorus Pallets CC t/a Rosslyn Pallets and Crates ("Pallets and Crates") or utilized in terms of a written license agreement entered into between Pallets and Crates and the proprietor of such content. As such, the User/s may not access, display, use, download, and/or otherwise copy or distribute any such content obtained on the Pallets and Crates Website for any purposes other than as provided for in these Terms and Conditions without the prior consent of Pallets and Crates, or the individuals to whom any relevant Personal Information relates.
- 1.3. If you do not agree with the Terms and Conditions as set out herein or any other aspect hereof or the Pallets and Crates Website, then we recommend that you DO NOT access or use the Pallets and Crates Website.

2. DEFINITIONS

- 2.1. The headnotes to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify nor amplify these Terms and Conditions nor any clause hereof.
- 2.2. Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
 - 2.2.1. **Active Processing**
Shall mean instances where Pallets and Crates has directly been provided with the Personal Information/Personal Data of User/s, such as when User/s submit an enquiry in respect of the Products and Services, or when User/s provide Personal Information/Personal Data to Pallets and Crates pursuant to making use of the Pallets and Crates Website.

- 2.2.2. **Applicable Laws**
Means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.
- 2.2.3. **Cookies**
Means small text files that store Non-personally Identifiable Information about User/s, either temporarily in connection with a User/s Internet Protocol (IP) address (known as a temporary or session cookie and deleted once a User/s closes their browser window) or more permanently on the hard drive of a User/s device (known as a permanent or persistent cookie).
- 2.2.4. **Customer(s)**
Means any natural person(s), or juristic person(s), who have concluded an agreement with Pallets and Crates in terms of which such Customer procures the Products and Services provided by Pallets and Crates.
- 2.2.5. **Device**
Shall mean the device used by the User to access the Pallets and Crates Website, such as a desktop computer, laptop, smart phone, tablet or similar device.
- 2.2.6. **Data Protection Legislation**
Means any data protection or data privacy laws applicable within any jurisdiction, including but not limited to POPIA, and the GDPR.
- 2.2.7. **Data Subject(s)**
Shall mean any person to whom any Personal Information relates, which shall include the User/s.
- 2.2.8. **Governing Law**
Shall mean the laws of the Republic of South Africa.
- 2.2.9. **Intellectual Property**
Shall mean all intellectual property subsisting in, pertaining to or used on, through or by means of the Pallets and Crates Website, including, without limitation, documents, designs, Trade Marks, service marks, data, trade secrets, methods and know-how, as well as copyright, including, without limitation, all copyright in any documents, logos, designs, multimedia works, software (including both source and object code and any programmers' or developers' notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above.
- 2.2.10. **GDPR**
Means the General Data Protection Regulation, which is a European law that governs all collection and processing of personal data from individuals inside the European Union.
- 2.2.11. **Non-personally Identifiable Information/Data**
Means any information/data which cannot be linked to User/s, such as an internet domain name, the type of web browser used by a User/s, the type of operating system relied on by a User/s, the date and time of a User/s visit to the Pallets and Crates Website, the specific pages a User/s may have visited, and the address of the website which a User/s may have visited prior to entering or gaining access to the Pallets and Crates Website.

- 2.2.12. **Pallets and Crates URL**
Means the unique link to access the Pallets and Crates Website which link in this regard means:
<https://palletsandcrates.co.za/>
- 2.2.13. **Passive Processing**
Means instances where Pallets and Crates have not actively been provided with the Personal Information of User/s, such as when Pallets and Crates deploys inactive means to collect information from User/s. These Passive Processing allows Pallets and Crates to Process certain kinds of Non-personally Identifiable Information which can perhaps not be linked to User/s.
- 2.2.14. **Personal Information**
Means information relating to any User/s, including but not limited to: (i) information relating to the race, gender, sex, marital status, national, ethnic or social origin, colour, age, disability, language and birth of a User/s; (ii) information relating to the education or the medical, financial, criminal or employment history of a User/s; (iii) information relating to the financial affairs of a User/s; (iv) credit card details and transactional data; (v) any identifying number, symbol, e-mail address, physical address, telephone number, VAT registration number or other particular assignment to a User/s; (vi) correspondence sent by a User/s that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (vii) the or opinions of another individual views about a User/s; (viii) the name of a User/s if it appears with other Personal Information relating to a User/s or if the disclosure of the name itself would reveal information about a User/s; and (ix) any other information which may be treated or defined as "Personal Information" in terms of any Applicable Laws, including any applicable Data Protection Legislation.
- 2.2.15. **Personal Data**
Means (as defined in Article 4 of the GDPR) any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly.
- 2.2.16. **POPIA**
Shall mean the Protection of Personal Information Act, Act 3 of 2013.
- 2.2.17. **Privacy Policy**
Means Pallets and Crates' Privacy Policy that may be accessed on the Pallets and Crates Website which is supplementary and complimentary to these Terms and Conditions, and which provisions are read into these Terms and Conditions as if specifically incorporated herein.
- 2.2.18. **Processing**
Shall mean any automated or manual activity of collecting, recording, organizing, storing, updating, distributing and removing or deleting Personal Information.
- 2.2.19. **Products and Services**
Shall mean the various professional services provided by Pallets and Crates to its Customers, the particulars of which Products and Services are clearly set forth on the Pallets and Crates Website from time to time.
- 2.2.20. **Service Providers**
Shall mean any person that has been contracted by Pallets and Crates to render specific Products and/or Services to Pallets and Crates and/or its Customers.

2.2.21. Trade Marks

Shall mean all registered and unregistered trademarks, trade names, symbols, signs, insignia, emblems, logos and slogans utilized by Pallets and Crates in facilitating the User's use of the Pallets and Crates Website and its Products and Services.

2.2.22. User(s)

Shall mean any person visiting or viewing the Pallets and Crates Website through the Pallets and Crates URL.

2.3. Unless inconsistent with the context or save where the contrary is expressly indicated:

2.3.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause, effect shall be given to it as if it were a substantive provision of these Terms and Conditions;

2.3.2. any reference in these Terms and Conditions to an enactment is to that enactment as at the effective date and as amended or re-enacted from time to time; and

2.3.3. any reference in these Terms and Conditions to these Terms and Conditions or any other terms and conditions or document shall be construed as a reference to these Terms and Conditions or, as the case may be, such other terms and conditions or document as same may have been, or may from time to time be, amended, varied novated or supplemented.

2.4. Unless inconsistent with the context, an expression which denotes:

2.4.1. any one gender includes the other genders; and

2.4.2. the singular includes the plural and *vice versa*.

2.5. Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause.

2.6. The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. CONTRACTUAL CAPACITY TO ACT

3.1. The User/s warrants that he/she is at least 18 (eighteen) years of age and has the necessary contractual and mental capacity to enter into and be bound by these Terms and Conditions. Where the User acts on behalf of another person, the User warrants that he/she has the necessary authority and capacity to enter and bind such person to these Terms and Conditions.

4. MODIFICATIONS

- 4.1. Pallets and Crates reserves the rights to modify or amend these Terms and Conditions at any given time and will notify the User/s of any significant changes by uploading revised Terms and Conditions on the Pallets and Crates Website.

5. ELECTRONIC COMMUNICATIONS

- 5.1. By using the Pallets and Crates Website or by communicating with Pallets and Crates by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by e-mail to the e-mail address provided by the User and it constitutes proper notice to the User.
- 5.2. The User also accept that when visiting the Pallets and Crates Website or by communicating with Pallets and Crates electronically, Pallets and Crates may communicate with the User using various electronic channels. All records that a User sends to Pallets and Crates may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records unless the User can prove otherwise.

6. PRODUCTS AND SERVICES PROVIDED AND CONDITIONS OF ACCESS

- 6.1. The Pallets and Crates Website serves as a platform for providing information about Pallets and Crates' Products and Services. Furthermore, it is imperative that User/s recognize that utilizing any Products and Service obtained via the Pallets and Crates Website, is undertaken entirely at their own discretion and carries inherent risks.
- 6.2. **Expanded Clarification:**
 - 6.2.1. **User/s Responsibility:** It is essential for User/s to grasp that when they choose to engage with any Products and Service made accessible through the Pallets and Crates Website they do so at their own risk. This includes recognizing that Pallets and Crates does not assume responsibility for the consequences of such actions.

7. THIRD PARTY SERVICE PROVIDERS PRODUCTS AND SERVICES

- 7.1. **Protection of Personally Identifiable Information:** Pallets and Crates ensures that no personally identifiable information pertaining to User/s is shared with third-party advertisers or third-party websites unless the necessary consent was obtained.
- 7.2. **Advertising Technologies and Privacy:** Third-party websites and advertisers, including internet advertising companies operating on their behalf, may employ various technologies to deliver advertisements directly to the User/s' browser. These technologies may include the automatic collection of the User/s' IP address, as well as the use of Cookies, JavaScript, web beacons, and other tools to gauge effectiveness and personalize ad content. Pallets and Crates lacks control or access over these features used by third parties. The information practices of these advertisers and third-party websites fall outside the scope of these Terms and Conditions. User/s are encouraged to reach out to these entities directly for further insights into their privacy practices.

8. LIMITATION OF LIABILITY

- 8.1. Pallets and Crates is not responsible for any losses, damages, or liabilities incurred by User/s when using the Pallets and Crates Website.
- 8.2. By accessing and using the Pallets and Crates Website, the User/s expressly agrees to the following indemnifications:
 - 8.2.1. The User indemnifies and holds harmless Pallets and Crates and its selected retailers, their directors, employees, their agents (“**Indemnified Parties**”) of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their usage and access to the Pallets and Crates Website.
 - 8.2.2. To the extent permitted by Applicable Laws, Pallets and Crates excludes and the User waives all cost, claims and resulting liability against Log Home Timbers, its employees and agents, for any direct, indirect or consequential loss, costs, expenses or damage incurred by the User or anyone else, whether in common law, in terms of statute or otherwise arising directly or indirectly from the accessing and / or using of the Pallets and Crates Website save for instances of gross negligence on Pallets and Crates’ part.
- 8.3. The User confirms that Pallets and Crates will not be responsible for:
 - 8.3.1. incorrect and inaccurate transcription of information;
 - 8.3.2. technical malfunction;
 - 8.3.3. lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or
 - 8.3.4. the inability to access the Pallets and Crates Website or online services or any other error.

9. GOVERNING LAW

- 9.1. These Terms and Conditions are governed by the Applicable Laws of the Republic of South Africa, any disputes arising from these Terms and Conditions shall be resolved in respect of such Applicable Laws.

10. CASUAL SURFING

- 10.1. Users of the Pallets and Crates Website have the option to engage in casual surfing without the need to disclose Personal Information. During such instances, the Pallets and Crates Website servers will collect the IP address of the User's computer or electronic Device, excluding email addresses or any other personally distinguishing information. The purpose of this data collection is to compile aggregated statistics regarding the Pallets and Crates Website’s usage, including the number of visits, average time spent on the Pallets and Crates Website, and the pages viewed. Pallets and Crates utilizes this data to evaluate the Pallets and Crates Website’s usage patterns and to enhance its content. It is important to note that Pallets and Crates does not assume any obligation to safeguard this information and retains the right to process such data without limitations.

- 10.2. **User Privacy and Anonymity:** During casual surfing, Users are not required to divulge any Personal Information, preserving their anonymity. The sole information collected pertains to the User's Device and usage patterns.
- 10.3. **Usage Statistics:** The information gathered during casual surfing is used to generate valuable statistics that provide insights into how the Pallets and Crates Website is used. This data helps Pallets and Crates to make informed decisions to enhance the Pallets and Crates Website's content and User experience.

11. INDEMNITY AND CONDITIONS

- 11.1. Although Pallets and Crates will do everything reasonably within its power to ensure that the Pallets and Crates Website will be operational, the User accepts that Pallets and Crates may not be in control of all the circumstances surrounding the services associated with the use of the Pallets and Crates Website.
- 11.2. Pallets and Crates shall not be held liable for any direct or indirect damages or losses suffered as a result of any incorrect, inaccurate or late provision of any of the Products and Services in the event that the Pallets and Crates Website may be temporarily unavailable or dysfunctional.
- 11.3. Pallets and Crates shall not be liable for any direct or indirect damages or losses suffered by the User any person represented by the User, as a result of any negligence on the part of Pallets and Crates any of its agents, service providers, retailers or representatives in the rendering of the Products and Services through the Pallets and Crates Website.

12. USE OF THE PALLETS AND CRATES WEBSITE AND THE PRODUCTS AND SERVICES

- 12.1. The Users may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Pallets and Crates Website's contents without Pallets and Crates' prior written consent.
- 12.2. The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Pallets and Crates Website without the prior written consent of Pallets and Crates.
- 12.3. Pallets and Crates reserves the right to make any changes or modification, as well as discontinue any aspect of the Pallets and Crates Website, its content or the Products and Services offered by or through the Pallets and Crates Website at any time and without prior notice to the User. No such change, suspension, modification or discontinuance shall entitle the User to any compensation or give rise to any liability whatsoever.
- 12.4. The User agrees that it will only use the Pallets and Crates Website in accordance with these Terms and Conditions including any terms and conditions incorporated herein by reference.
- 12.5. The display of content via the Pallets and Crates Website may differ depending on the Device the User is using to use the Pallets and Crates Website or access the Products and Services.

- 12.6. Any and all content published on the Pallets and Crates Website reflects the views of the author and does not necessarily constitute the official opinion of Pallets and Crates, unless stated otherwise.
- 12.7. The User may not post content on the Pallets and Crates Website that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language.
- 12.8. Pallets and Crates reserves the right to occasionally restrict User's access and/or use of the Pallets and Crates Website and/or Products and Services to carry out repairs, maintenance or to introduce new functionality and/or Products and Services. Pallets and Crates does, however, endeavor to keep any disruption in the use of the Pallets and Crates Website to a minimum.
- 12.9. The User agrees not to:
- 12.9.1. use the Pallets and Crates Website and the Products and Services to process Personal Information of third parties, however should this be the case, for instance when a User refers third parties to Pallets and Crates, such User warrants that he/she/they have procured the required consent from such third party to do so;
 - 12.9.2. violate the privacy of any person in order to, or attempt to, gain unauthorised access to Pallets and Crates and/or the Products and Services through the Pallets and Crates Website, including, but without limitation through hacking, password mining or any other means;
 - 12.9.3. use the Pallets and Crates Website and the Products and Services to engage in any illegal or unlawful activity;
 - 12.9.4. employ automated electronic or mechanical processes designed to negatively affect the performance of the Pallets and Crates Website, and Pallets and Crates' provision of the Pallets and Crates Website and the Products and Services;
 - 12.9.5. utilise the Pallets and Crates Website in a manner which disrupts the normal operations of Pallets and Crates;
 - 12.9.6. attempt to gain unauthorised access to Pallets and Crates' programming, coding or infrastructure;
or
 - 12.9.7. circumvent, disable or otherwise interfere with security related features of Pallets and Crates or features that prevent or restrict the use or enforce limitations on the use of the Pallets and Crates Website.
- 12.10. Should the User engage in any of the aforementioned activities, or breach any of the provisions of these Terms and Conditions, Pallets and Crates shall be entitled, without prejudice to any other rights they may have and without prior notice to the User:
- 12.10.1. suspend the User's access to and use of the Pallets and Crates Website and the Products and Services;
 - 12.10.2. restrict or limit the use of the Pallets and Crates Website;

- 12.10.3. terminate the agreement set forth in these Terms and Conditions and recover all costs incurred by Pallets and Crates including, but without limitation, legal costs on an attorney and own client basis.

13. INTELLECTUAL PROPERTY

- 13.1. The User acknowledges that the Pallets and Crates Website, inclusive of its content, graphics, user interface and the underlying scripts and software used to provide the Pallets and Crates Website, constitute Intellectual Property owned by Pallets and Crates and /or its licensors safeguarded by applicable Intellectual Property laws.
- 13.2. The User agrees to utilize such Intellectual Property exclusively for personal, non-commercial purposes in adherence to these Terms and Conditions. Under no circumstances shall any part of the Pallets and Crates Website's Intellectual Property be transferred or reproduced except as expressly permitted by these Terms and Conditions. The User commits not to modify, rent, loan, sell, share, distribute, or exploit the Pallets and Crates Website and its related Intellectual Property beyond the expressly authorized uses outlined in these Terms and Conditions.

14. COPYRIGHT

- 14.1. All content made available on the Pallets and Crates Website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software) belongs to Pallets and Crates, or is alternatively used pursuant to a licensing agreement concluded between Pallets and Crates and the third party proprietor of such content.
- 14.2. Any unauthorised use, alteration or dissemination of the information or content published on the Pallets and Crates Website is strictly prohibited.
- 14.3. The User expressly acknowledges that no content or information displayed on the Pallets and Crates Website may be regarded or construed as granting any licence or right to any third party, including the User, to use any Trademark without Pallets and Crates' prior written consent and approval.
- 14.4. Although Pallets and Crates has deployed reasonable technical and organisational measures to protect the information on the Pallets and Crates Website from time to time, the User acknowledges that Pallets and Crates cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off of the Pallets and Crates Website.

15. COOKIES

- 15.1. When providing the Products and Services, Pallets and Crates seeks to make the User's access to such Products and Services easy, useful and reliable. This sometimes involves placing small amounts of information on the User's device. These are called "Cookies". These Cookies cannot be used to identify the User personally and are used to improve the Products and Services for the User.
- 15.2. The Pallets and Crates Website uses Cookies that are essential in order to enable the User to move around the Pallets and Crates Website. Without Cookies, Pallets and Crates would be unable to provide the Services. Pallets and Crates also

uses Google Analytics cookies to collect information about how Users use the Pallets and Crates Website and to help Pallets and Crates ensure it is tailored to the User's needs and interests. These Cookies only collect information in an anonymous form, including the number of the Pallets and Crates Website visitors and the pages visited. No Personal Information is collected or stored by Pallets and Crates.

- 15.3. During the course of any visit to the Pallets and Crates Website, the pages the User sees, along with a Cookie, are downloaded to the User's device. Any information that is supplied by Cookies can help Pallets and Crates to provide the User with a better Products and Service and assists Pallets and Crates in analysing the profile(s) of Users.
- 15.4. Most web browsers automatically accept Cookies, but normally the User can alter their browser settings to prevent automatic acceptance. If the User opt not to receive Pallets and Crates Website's Cookies, Pallets and Crates cannot guarantee that the User's experience in respect of the Pallets and Crates Website will be as quick or responsive as what it would be if the User receives Cookies.
- 15.5. Pallets and Crates does not store passwords or any other information about a User in a Cookie that could identify them, their location, their preferences or their financial activity.
- 15.6. Users can use their web browser to control their Cookie settings. The following links will take the User to the appropriate site for most used browsers and / or provide the information you need to know to control Cookies:
 - [Internet Explorer cookies information](#)
 - [Chrome cookies information](#)
 - [Firefox cookies information](#)
 - [Safari cookies information](#)
 - [Opera cookies information](#)