



TERMS OF USE

(Version effective as of 1 October 2019)

Important Notice

- (1) Please read our terms of use carefully. Your use of this web site and will be subject to the then current version of our terms available on this web site at the time of your use. If you do not accept our terms of use, you may not access our web site.
- (2) Our terms contain specific provisions to limit our liability. THESE TERMS HAVE BEEN SET OUT IN CAPITAL LETTERS. YOU SHOULD PAY PARTICULAR ATTENTION TO THESE TERMS SINCE THEY LIMIT YOUR ABILITY TO RECOVER LOSSES THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF OUR WEB SITE.
- (3) If you are not yet 18, you must obtain your parents' or legal guardians' advance authorisation, permission and consent to be bound by our terms of use prior to you accessing our web site. If you are under 18 and fail to obtain such consent you may not access our web site.
- (4) We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using this web site since the then current version of the terms will apply to your use.
- (5) Please note that specific terms are applicable to your ordering of products from us and your use of our services. These terms are referenced in these terms and must be agreed to by you before you will be able to order products from us or make use of our services. These terms will override any terms contained in these terms in so far as they deal with your use of our products or services.

Should you have any questions regarding this site or these terms of use, please contact our Web Administrator at info@phenolab.co.za.

Part A: General Information

- “We” are Stellenbosch University and “us” and “our” have a corresponding meaning herein.
- We are a tertiary education institution established under the laws of South Africa.
- Our postal address is PO Box 3135, Matieland, Stellenbosch, 7602
- Our physical address is at 15 de Beer Street, Stellenbosch, 7600
- Our telephone number is tel: +27 (0)21 808 2022
- Our e-mail address is info@phenolab.co.za.

Part B: General Terms of Use

1. Definitions

In these terms of use:

- “**Phenolab Services**” means our web based services regarding the conducting of phenolic analyses with respect to grapes and wines;
- “**Services Terms**” means the terms referred to under **Section C**;
- “**We**”, “**us**” and “**our**” means Stellenbosch University, acting through its department of viticulture and oenology;
- “**You**” means the user of this web site; and

2. Use of this website

- (1)** This web site provides general information about the services that we make available via this web site. Nothing contained on this web site should be viewed as an offer or professional advice of any kind. Users may have the option of signing up for our Phenolab Services provided they agree to the Services Terms referred to under **Section C** below.
- (2)** You may not access this site for any purpose other than for general informational purposes or to the extent required to enable you to acquire our Products or to make use of our services for which you have registered. You may not access our site for the purposes of redistributing or otherwise using any of the content displayed or contained on this site unless you are expressly licensed thereto by us in writing.
- (3)** You may not use your access to this site or our services in a manner that would bring us, our services or any of our personnel into disrepute. Furthermore, you may not access this site or make use of our services for unlawful purposes or in a manner which infringes our rights or the rights of any other person. You must comply with the laws, regulations and codes of conduct applicable to your use of this site and our services.
- (4)** We do not distribute or endorse any products, services or events posted, promoted and/or listed on our site other than the products and services we supply ourselves and our display of such products, services or events should not be construed as any form of endorsement thereof. All arrangements regarding such products, services and events are to be made directly with the supplier thereof.
- (5)** Notwithstanding that this site may contain links to third party web sites and that some third party web sites may contain links to this site we do not control, endorse or approve the activities or content of any such third party web sites. Please contact the relevant web site proprietor if you have a complaint about the activities or contents of a third party web site.
- (6)** Proprietary rights (including without limitation, the trade marks, copyright and patent rights) in the components of this site, including such components and systems used by us to provide services to you via this site belong to us and our licensors. You may not make any use of such components save in the course of your use of our site and/or services in the normal manner as permitted by us.
- (7)** Your access of this web site is done at your own risk and you should be aware that viruses or code which may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protection mechanisms to prevent such harm from occurring.
- (8)** We also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use. It is your responsibility to review our terms of use on each occasion prior to making use of this site. If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this web site.
- (9)** You may provide and we may collect certain information about you and your use of our web site and services. We will collect, process, use and disclose such information strictly in accordance with our Information Processing Policy [<http://phenolab.co.za/downloads/phenolab-information-processing-policy.pdf>].
- (10)** We have to protect our business and secure our systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive via our web site and we may use, publish and disclose such communications for any lawful purpose. This may include our filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.
- (11)** You are solely responsible for any and all costs that may apply to your access to and use of this web site and the services offered on it.
- (12)** These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to your use of this site. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us. Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of the terms.

Part C: Phenolab Services

- (1) As a user of this site you have the option of subscribing to the Phenolab Service provided that you accept the specific terms applicable to your use thereof. This service will enable you to submit grape samples to us or our designated service partners in order to determine the phenolic content and other characteristics of the samples provided.
- (2) Full details of what this service entails is available at www.phenolab.co.za.
- (3) **TO MAKE USE OF THE PHENOLAB SERVICES YOU WILL BE REQUIRED TO ACCEPT SPECIFIC TERMS AND CONDITIONS WHICH WILL GOVERN YOUR USE OF SUCH SERVICES. THE RENDERING OF THE PHENOLAB SERVICES BY US TO YOU WILL BE SUBJECT TO SUCH TERMS.**
- (4) If there is any conflict between these terms and conditions and the specific terms applicable to your use of the Phenolab Services, the latter will prevail to the extent of such conflict.

Part E: Disclaimer

YOU ACKNOWLEDGE THAT THE INFORMATION CONTAINED ON THIS WEBSITE IS OF A GENERAL NATURE ONLY AND THAT IT DOES NOT CONSTITUTE PROFESSIONAL ADVICE OF ANY KIND. WE DO NOT WARRANT THE ACCURACY OF ANY INFORMATION CONTAINED ON THIS WEBSITE. RELIANCE ON AND USE OF OUR WEBSITE, AND THE CONTENT DISPLAYED ON THE WEBSITE IS THEREFORE AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE FOR ANY INJURY, EXPENSE, LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THIS SITE OR THE CONTENT PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW, AND YOU INDEMNIFY US AND OUR PERSONNEL AGAINST ANY AND ALL CLAIMS ARISING IN CONNECTION WITH SUCH RELIANCE OR USE.

Part F: Complaints and Disputes

- (1) If you feel that you have cause to complain in connection with your use of our site, you can submit your complaint via email to our Web Administrator. We will try to do our best to resolve any problems that arise. We require that provide us with the following as part of your complaint:
 - Your full names, physical address, telephone number and email address
 - The location and description of the service feature which is the cause of your complaint
 - The problem with the service or rights that you allege to be infringed by such feature or component
 - The actions you would like us to take to remedy the problem
 - A statement confirming that you are making the complaint in good faith
 - A statement confirming that the information you are providing to us is to the best of your knowledge true and correct
 - Please incorporate your signature into the complaint.
- (2) Use of this web site is subject to the laws of the Republic of South Africa, and the exclusive jurisdiction of the Western Cape High Court, Cape Town provided that if any South African Magistrate's Court has competent jurisdiction over your person to adjudicate on any dispute arising from or in connection with these terms of use, such Magistrate's Court will also have jurisdiction to adjudicate the dispute notwithstanding that the amount in dispute may exceed such court's jurisdiction.
- (3) Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intent thereof, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.