

# SHOPRITE TERMS OF USE FOR SYSTEMS / APPLICATIONS

## IMPORTANT NOTICE

- (1) Please read these terms carefully. Your use of our Systems / Applications will be subject to the current version of these terms published on our web site at <https://supplier.shopriteholdings.co.za/> under “Terms and Conditions” at the time of your use. If you do not accept these terms, you may not use our Systems / Applications.
- (2) Our terms contain specific provisions to limit our liability, allocate risk or liability to you or act as an acknowledgement of certain facts by you. 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 services.
- (3) If you are not yet 18, you may not use our Systems / Applications.
- (4) We may change our terms of use from time to time. Such changes will take effect when they are published. You should therefore read the terms of use each time before using our services.

Should you have any questions concerning these terms of use, you can contact Stephen Smith (+27 21 980 4840) or Gary Hinrichsen (+27 980 8797) during office hours (08:00 – 17:00) or [b2bhelpline@shoprite.co.za](mailto:b2bhelpline@shoprite.co.za).

## PART A: COMPANY INFORMATION

For your convenience, we have listed below some details about ourselves:

- We are Shoprite Checkers (Pty) Ltd (registration number: 1929/001817/07), a private company incorporated according to the laws of the Republic of South Africa.
- Our chief executive officer is Mr JW Basson.
- Our Board of Directors is available at <http://www.shopriteholdings.co.za/OurGroup/Pages/Directors.aspx>
- Our postal address is PO Box 215, Brackenfell, 7561.
- Our registered address is the corner of William Dabs and Old Paarl Roads, Brackenfell, South Africa. All legal documents must be served at this address.
- Our telephone number is +27 (0)21 980 4000.
- Our facsimile number is +27 (0)21 980 4150.
- Our web site is located at [www.shoprite.co.za](http://www.shoprite.co.za) or [www.checkers.co.za](http://www.checkers.co.za).

## GENERAL INFORMATION

1. We reserve the right, without notice and at our sole and absolute discretion, to make changes to these terms of use.
2. It is your duty to read our terms of use each time you use our Systems / Applications and related services.
3. If you continue to use our Systems / Applications and services after our amendments to these terms of use have been published, you will be deemed to have accepted such amended terms of use.
4. Definitions: In these terms of use –
  - (a) “We”, “us” and “our” means Shoprite Checkers (Pty) Ltd and, unless the context indicates otherwise, includes our affiliates and franchisees, and

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- (b) “You” means the user of our services.

## **PART B: CONDITIONS OF USE OF OUR SYSTEMS (INCLUDING APPLICATIONS)**

1. You are solely responsible for any and all fees and charges that may apply to your utilisation of our Systems / Applications. Your standard service provider rates will apply unless the contrary is expressly stated.
2. We do not control or endorse any third party systems which enable or are related to our Systems / Applications or which our Systems / Applications enable in turn. Please submit any complaints concerning such third party systems directly to the owner of such third party system(s).
3. When using our Systems / Applications, you will at all times comply with the applicable laws, regulations and codes of conduct and for the purpose for which the Systems / Applications are intended. You may therefore not access and/or use our Systems / Applications –
  - (a) To redistribute or otherwise use any of our content for your own business purposes unless we have given you a written license to do so;
  - (b) In a manner that would bring us, our business and/or any of our affiliates into disrepute;
  - (c) For unlawful purposes;
  - (d) To in any manner infringe our rights or the rights of any other person or restrict or inhibit the use of or enjoyment of our Systems / Applications by any other person;
  - (e) To transfer any material to our Systems / Applications that is illegal or which violates any third party’s rights or which is fraudulent, misleading, inaccurate, illegal, or damaging to data, software or the performance of our or any other parties’ Systems / Applications.
4. All rights in our Systems / Applications (including without limitation, any related trademarks, copyright and patents) and the content thereof, belong to us and our licensors. Such rights further extend to any compilations, collective works and derivative works created from any content which may be submitted to us. We reserve the right, without notice and at our sole and absolute discretion, to make changes to or discontinue any aspects, features and/or parts of our Systems / Applications and/or any related services.
5. Should you submit any individual content to our Systems / Applications, you will remain the owner of such information. You will, however grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content without restriction, as if we were the owners thereof. Accordingly, we will have the right to modify, reproduce, compile, publish, publicly perform, distribute, broadcast and/or promote such content.
6. We are committed to protecting the confidentiality of any information you may disclose to us when using our Systems / Applications and related services. You agree that such information may be used to –
  - (a) Make the Systems / Applications and related services available to you;
  - (b) Personalize the services provided to you;
  - (c) Inform you about changes in the services we offer and/or about features we think you would find interesting;
  - (d) Make such information available to the affiliated entities in our company group to inform you about products or services they offer which may be of interest to you;
  - (e) Use, publish and/or disclose such information for any lawful purpose;
  - (f) Perform any other function permitted by our Client Information Processing Policy which is available at <https://supplier.shopriteholdings.co.za/> under “Terms and Conditions”

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7. The downloading and use of and/or reliance on data FROM OUR Systems / Applications is ENTIRELY YOUR CHOICE AND IS done at your own RISK. You should therefore –
- (a) INDEPENDENTLY CONFIRM THE COMPLETENESS AND RELIABILITY OF ANY INFORMATION OBTAINED FROM OUR SYSTEMS / APPLICATIONS;
  - (b) IMPLEMENT SUITABLE PROTECTION MECHANISMS TO PREVENT VIRUSES AND/OR CODE WHICH MAY BE HARMFUL TO YOUR DEVICE, BEING TRANSMITTED TO YOU FROM OUR SYSTEMS / APPLICATIONS.

SAVE TO THE EXTENT TO WHICH WE ARE UNABLE TO EXCLUDE OUR LIABILITY BY OPERATION OF LAW OR WHERE WE EXPRESSLY ACCEPT LIABILITY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE YOU MAY SUFFER BECAUSE YOU HAVE USED OUR SYSTEMS / APPLICATIONS (OR RELATED SERVICES) AND/OR RELIED ON ANY DATA FROM SUCH SYSTEMS / APPLICATIONS. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER YOUR LOSS ARISES FROM ANY CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR FROM ANY OTHER CAUSE.