

BESTER APP | TERMS AND CONDITIONS

INTRODUCTION

This Bester application belongs to and is administered by Bester Feed & Grain. These Terms of Use and Disclaimer and our Privacy Policy as amended from time to time ("agreement") govern your use of this application.

ACCEPTANCE OF THE TERMS OF THIS AGREEMENT

This application is made available to you by us conditional upon your acceptance, without modification, of the terms of this agreement. Your access to and use of this application constitutes your agreement to and acceptance of this agreement. If you do not agree with any provision contained in this agreement, please do not use this application. In using this application, you represent and warrant that you are of full legal age, are emancipated or have your guardian's consent and assistance and have the required legal capacity to enter into and be bound by this agreement. No term or provision contained in this agreement is to be interpreted or construed so as to exclude any rights granted to you by the Electronic Communications and Transactions Act 25 of 2002 or the Consumer Protection Act 68 of 2008. Your specific attention is drawn to the Application Disclaimer forming part of this agreement.

AMENDING THIS AGREEMENT

We reserve the right to unilaterally terminate this open-ended agreement and this application without notice, subject to us informing you thereof if required by the prevailing law. We also reserve the right to unilaterally alter the conditions of this open-ended agreement in accordance with the prevailing law. Any such amendments shall come into effect immediately and automatically. You agree to review this agreement whenever you use this application for any such amendments.

PRIVACY AND SECURITY

We are committed to keeping your personal or private information confidential and secure.

MODIFICATION, SUSPENSION OR TERMINATION

We may, without notice, modify, suspend, or discontinue this application; impose limits or conditions on the right to certain online services, features or functions; and restrict your access to parts of, or this entire application or any services on this application. This application may be unavailable from time to time due to routine maintenance or emergency repairs or because of the unavailability of any electricity, telecommunication system or networks.

USING CONTENT FROM THIS APPLICATION

This application is protected under the common law principle of copyright and the sole property of Bester Feed & Grain (Pty) Ltd. All rights reserved. The content on this application, including all registered and unregistered trademarks, constitutes our intellectual property rights or intellectual

property of third parties which are licensed to, used or held by us. You may not copy, reproduce, display or use any intellectual property in any manner whatsoever without our prior written permission and nothing contained on this application should be construed as granting any license or right of use of any intellectual property.

COMPLAINTS AND DISPUTE RESOLUTION

Any complaints relating to this application must be directed to us by email to besterapp@bester.co.za. We will acknowledge receipt of your complaint and provide you with feedback within 2 (two) business days of it being submitted to us. We will investigate your complaint thoroughly and provide you with a full response within 14 (fourteen) business days of it being submitted to us.

MONITORING COMMUNICATIONS

You expressly give your consent for us to monitor, subject to prevailing law and our Privacy Policy, your internet and e-mail traffic on, or associated with, this application. You acknowledge that we may monitor internet and e-mail traffic on, or associated with, this application primarily to ensure that users and consumers are not acting illegally, unlawfully or in breach of this agreement; to maintain the integrity and security of this application and our information technology systems; to investigate and detect any unauthorized use of this application and our information technology systems; as an inherent part of and to secure the effective operation of this application and our information technology systems; and to improve the functionality of this application and our service offering to you. THE LAW GOVERNING OUR RELATIONSHIP of South Africa. You consent to the jurisdiction of the South African courts for any dispute which may arise out of or in connection with this agreement.

ACCESS TO INFORMATION

The Promotion of Access to Information Act 2 of 2000 gives third parties the right to approach private bodies and the Government and request information held by them, which is needed in the exercise or protection of any rights. On request, the private body or Government is obliged to

release such information unless the Access to Information Act expressly states that the record/s containing such information may or must not be released.

APPLICATION DISCLAIMER

While we have taken care to ensure that the content on this application is accurate, this application and the services accessible on or through this application are provided "as is" and your use of and reliance on the information on this application and the online services is entirely at your own risk. We do not represent or warrant that this application, any tools, software, advice, opinion, statement, information, content or online services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality.

You acknowledge that any reliance upon any such tools, software, advice, opinion, statement or information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of this application. Information, ideas and opinions expressed on this application should not be regarded as professional advice or our official opinion you are strongly advised to seek professional advice before taking any course of action related to them. Accordingly, you are strongly advised to consult us or your professional adviser before trading or acting on such information. Calculators supplied on this application are for indicative values only and we shall not be responsible or liable for any inaccuracies or miscalculations arising out of defects or incorrect use.

To the fullest extent permissible by law, we expressly disclaim all express and implied warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security and accuracy in respect of this application and the services accessible on or through this application. While we take all reasonable precautions to prevent this, we do not warrant that this application or any software available for download through the application is free of viruses or destructive code.

We and our directors, employees, affiliates, shareholders, agents or consultants in whose favor this constitutes a stipulation for the benefit of another, shall not be liable for and you hereby indemnify us and our, directors, employees, affiliates, shareholders, agents or consultants, in whose favor this constitutes a stipulation for the benefit of another, against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind whatsoever or howsoever caused, whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable, arising out of your use of this application or the online services or the information contained on this application or your inability to use this application or the online services.

Without derogating from the generality of the above, we will not be liable for: any interruption, malfunction, downtime or other failure of the application or online services, our system, databases or any of its components, for reasons beyond our control; any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects; any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities; or any event over which we have no direct control.

GENERAL PROVISIONS

No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of this agreement which we may show, grant or allow you or failure or delay by us to exercise any of our rights will operate as an estoppel against us or constitute a waiver of any such right. We shall not thereby be prejudiced or estopped from exercising any of our rights against you which may have arisen in the past or which might arise in the future. If any of these terms, conditions or provisions is held to be illegal, invalid, unlawful or unenforceable, the term, condition or provision will be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it were not written and deleted from this agreement without invalidating the remaining terms, conditions and provisions of this agreement.