



SHIPPING · FORWARDING · CLEARING · AIRFREIGHT · CONTAINER GROUPAGE · SHIPS AGENTS

A LEVEL 1 CONTRIBUTOR TO B-BBEE

## TERMS OF USE

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE

### 1. General

The term Company refers to Meihuizen Freight (Pty) Ltd and any subsidiary or affiliate of the Company; and any director, manager, employee or agent of the Company as may be appropriate.

The terms and conditions laid out are for the use of the public Meihuizen International website; [www.meihuizenint.com](http://www.meihuizenint.com). They do not form part of the Standard Terms and Conditions of the Company, unless specifically mentioned, which can be accessed on this website or available on request.

You should check this page from time to time to review these terms and conditions. Terms of usage are subject to change. By using or accessing this website you expressly accept these terms and conditions. If you do not accept these terms and conditions, please do not continue to use the website. You agree that these terms and conditions apply to any information accessed via the website, and to all sections of the website.

### 2. Use of the website

The Company has made this website available to you for your non-commercial use. We may modify, withdraw or deny access to the website at any time should it be found to be subjected to any unauthorised use or abuse. You may print or download material on this website for your personal, non-commercial use provided that it is not in contravention of the limitations of use set out below.

### **3. Limitations of use**

Users of the website are responsible for the data or content of any documents, communications or scripts of whatsoever nature produced or transmitted on the website or system. The following is strictly prohibited in terms of use of the website:

- Sending, receiving, introducing, displaying, accessing websites, printing or otherwise disseminating material that is strictly prohibited. Prohibited material includes but is not limited to content that is sexually explicit, profane, obscene, harassing, fraudulent, racially offensive, defamatory, destructive programs (i.e. viruses or self-replicating code) or which is otherwise unlawful.
- Violating any national or international laws;
- Wasting computer recourse, such as sending mass email or chain letters or printing unnecessary documents;
- Infringing any copyrights;
- Downloading or installing any unauthorised programmes or software on the system, including any 'freeware' or 'shareware' products;
- Removal of any hardware; and
- Taking part in any fraudulent activities. The user of this website in no way represents or binds the Company and the Company cannot be held liable for the activities performed by any user, whether authorised or unauthorized

### **4. Liability**

Although the Company endeavors to ensure the website and systems are secure and updated regularly, the Company cannot be held liable for any loss harm or damage suffered as a result of the use of the website or users who fall subject to hacking, data loss etc. We do not guarantee that the website will be available all the time or at any specific time, that access will be uninterrupted, that there will be no delays, failure, errors or omissions or loss of transmitted information.

We reserve the right to modify the website or system at any time. We shall not be liable to you for any physical loss or damage as a result of your use of this computer, website or system.

The Company has taken all reasonable steps to reduce the risks of viruses and other interferences or vulnerabilities, but cannot certify that the website or system is immune to all viruses or defects and therefore does not accept any liability for any damage suffered or loss sustained as a result of any transmission, use of the website or system or its effect on or compromising of any other website, systems and/or device. You have sole responsibility for adequate protection and back up of any data or information.

## **5. Limitation of Liability**

The information contained on this website is given for general information and interest purposes only. Whilst we try and ensure the information contained on the website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website. Our liability to you as explained herein remains unaffected by this. We do not accept any liability for any acts or omissions resulting from your decision or opinion formed on the basis of your use of the website. Use of this website is at your sole risk.

We shall not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance on the information contained on the website to the maximum extent permitted by law. We do not guarantee that this website will be compatible with all or any hardware and software which you may use.

We do not guarantee that this website will be available all the time or at any specific time, that access will be uninterrupted, that there will be no delays, failure, errors or omissions or loss of transmitted information. We reserve the right to withdraw or modify this website at any time. We shall not be liable to you for any physical loss or damage to your computer as a result of your use of this website, including any damage arising as a result of a virus. You have sole responsibility for adequate protection and back up of data and/or equipment.

## **6. Disclaimer**

We specifically state that the information contained on this website is intended exclusive for jurisdictions falling inside the Republic of South Africa. Those who access this website do so on their own initiative and are therefore responsible for compliance with applicable local laws and regulations. By accessing each part of this website, the entrant has agreed that he/she has reviewed the website in its entirety including any legal or regulatory terms.

## **7. Links to other websites and services**

The website may contain links to other websites, which are not under our control. The links to other sites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the website.

## **8. Severability**

If any part of these terms and conditions is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of the terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

## 9. Governing Law and jurisdiction

These terms and your use of this website are governed by and construed in accordance with laws of The Republic of South Africa and any disputes will be decided only by the courts of The Republic of South Africa.

- Regulation of Interception of Communications (RIC) Act 70 of 2002. You hereby provide us with permission in terms of Section 4(1) of the Act to intercept any communication by accepting these terms and conditions and by using our website you agree to the writing requirements imposed by the Act.
- Electronic Communications and Transactions (ECT) Act 25 of 2002. Section 21 of the Act requires the Company to reach agreement as to the transmission of data messages and by using our website you agree that:
  - this agreement is concluded in Cape Town South Africa
  - data messages addressed by you, can only be deemed to have been received by the Company
  - if they have been responded to.
  - an automated response generated by the Companies systems shall not constitute a response to you.
- You agree that data messages sent to the Company from a computer, IP address or mobile device normally used by you, was sent or authorised to be sent by you personally.

## 10. Email

When the Company communicates with you via email, the information contained in the email is confidential and may contain proprietary and/or personal information. It is meant solely for the intended recipient. Access to the email by anyone else is unauthorised. If you are not the intended recipient, any processing of the email or the information contained therein (including disclosure, copying, distribution, storage) or any action taken or omitted in reliance on this, is prohibited and may be unlawful.

No liability or responsibility is accepted if information or data is, for whatever reason corrupted or does not reach its intended recipient. No warranty is given that the email is free of viruses. The views expressed in the email are, unless otherwise stated, those of the author and not those of the Company. The Company reserves the right to monitor, intercept and block emails addressed to its users or take any other action in accordance with its internal IT policies. Emails are tracked by the Company for analytical purposes namely to determine how the recipient engages in the email e.g.) whether or not the email was delivered, opened, read or forwarded.

## **11. Data Protection and Protection of Personal Information Policy**

By providing us with any information you will be agreeing to the provisions set out below, together with any other terms you have agreed with the Company where relevant. Please ensure you have read and understood these terms before you send the Company any information. This will apply to any information you have already provided.

If you are a Customer of the Company, details of the information we collect and how we use it will be set out in our POPIA Manual and Undertaking, also found on this website. In the event of a conflict between the POPIA Manual and Undertaking and the Standard Terms and Conditions, the Standard Terms and Conditions will take precedence.

We reserve the right to revise or supplement the POPIA Manual and Undertaking from time to time at our sole discretion, and you agree to revisit this policy regularly at to ensure you are familiar with the most current version. By continuing to deal with us you will be agreeing to any such change.

You must not send us personal information about someone else without first getting his or her consent for it to be used and disclosed in the ways set out in this terms and conditions. This is because we will assume, he or she has consented although we may still ask for confirmation from them. Where you do give us information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.

We treat your privacy very seriously and we understand that you will wish to know how we will use the information we collect from or about you. We use your personal information in accordance with the POPIA Manual and Undertaking and will fully comply with all applicable South African data protection legislation (including the Electronic Communications and Transactions Act 25 of 2002 - ECTA and the Protection of Personal Information Act, No 4 of 2013 - POPIA). It is important that you take all necessary and appropriate steps to protect your data yourself (for example, by ensuring that all passwords and access codes are kept secure).

## **12. Access rights**

You have a right to access to personal information that is held about you in accordance with The Promotion of Access to Information Act, Act 2 of 2000. Please refer to The Promotion of Access to Information Manual also found on this website.

## **13. Security**

We take all reasonable steps to secure the contents of the Meihuizen website and the information provided by and collected from users. We do not however make any warranty or representation that the content of this website is 100% safe and secure.

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