

# Website Terms and Conditions

Harvestime Proprietary Limited | Effective: 7 May 2026

Welcome to the Harvestime website. We have designed our website to be informative, useful, and to showcase Harvestime Proprietary Limited and our range of fresh and frozen vegetables. We hope you find it helpful.

All we ask in return is that you read and abide by the Terms and Conditions ("Terms") set out below. By using this website (the "Website"), you agree to be bound by these Terms without preconditions. If you do not agree to these Terms, please do not use the Website.

In these Terms: "Harvestime", "we", "us", or "our" refers to Harvestime Proprietary Limited (registration number 2023/214018/07), a company incorporated under the laws of the Republic of South Africa; and "you" or "your" refers to the person accessing the Website.

These Terms must be read together with our Privacy Policy and Cookie Policy, which are available on this Website. By using the Website, you consent to the terms of those policies.

## 1. Legal Framework

These Terms are governed by and must be construed in accordance with the laws of the Republic of South Africa, including the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act"), the Consumer Protection Act 68 of 2008 ("CPA"), and the Protection of Personal Information Act 4 of 2013 ("POPIA"). Nothing in these Terms limits any right you may have under the CPA or any other applicable South African legislation.

## 2. Limited Licence

Harvestime grants you a limited, personal, non-exclusive, non-transferable, revocable licence to access and use the Website for personal, non-commercial, and informational purposes only. This licence is provided free of charge and is subject to these Terms.

Except as expressly provided below, you agree not to reuse any content, information, or material (collectively, "Content") from the Website. You may view, print, and download Content from the Website for personal, informational, and non-commercial purposes only, provided that:

- You do not modify or misrepresent any Content; and
- You retain all copyright, trademark, and other proprietary notices associated with the Content.

You may not copy, distribute, publish, upload, transmit, or use the Content for public or commercial purposes without our prior written consent.

## 3. Prohibited Uses

You may not, and may not permit others to, directly or indirectly:

- Remove copyright or proprietary notices from any Content on the Website.
- Sell, modify, reproduce, publicly display, distribute, or otherwise exploit any Content on the Website for any commercial or unauthorised purpose.
- Use the Website in any manner that could damage, disable, overburden, impair, or interfere with its security or functionality.
- Upload, post, or transmit any computer virus, malware, Trojan horse, worm, or other harmful program.

- Use any robot, spider, scraper, or automated device to monitor, copy, or extract information from the Website.
- Use or attempt to use another person's account or password.
- Create a false identity or impersonate any person or entity on the Website.
- Collect or store Personal Information about other users of the Website.
- Frame or use other techniques to alter the visual presentation of the Website.
- Act in a manner that a reasonable person would not consider appropriate.

#### 4. Intellectual Property

Harvestime owns, or has obtained the necessary licences to use, all intellectual property rights in the Content and underlying technology of the Website. The Website and all Content are protected by copyright, trademark, and other intellectual property laws.

The Harvestime name, logos, product names, and brand assets ("Harvestime Marks") are trademarks of Harvestime (Pty) Ltd. You may not display or use the Harvestime Marks without our prior written consent. Any unauthorised use of the Harvestime Marks is strictly prohibited and may constitute an infringement of our intellectual property rights.

Your use of the Website is personal to you and is not assignable. You acknowledge that the Website contains proprietary and confidential information protected by applicable law.

#### 5. User Submissions

Harvestime does not generally solicit or accept unsolicited creative ideas, suggestions, or materials. If, despite this, you submit any remarks, suggestions, ideas, graphics, or other information to Harvestime through the Website (other than information protected under our Privacy Policy), such submissions become the property of Harvestime upon submission. To the extent permitted by applicable law, Harvestime may use such submissions for any purpose without obligation or compensation to you.

Where any content submitted by you includes the Personal Information of any third party, you warrant that you have obtained all necessary consents and made all necessary disclosures to the relevant individuals, as required by POPIA and applicable law.

#### 6. No Warranties

To the extent permitted by applicable law (and without limiting any non-excludable rights you may have under the Consumer Protection Act 68 of 2008 or other applicable legislation), Harvestime does not warrant, guarantee, or represent that:

- The Content on the Website is accurate, complete, or up to date.
- The Website will be available without interruption or error.
- Defects will be corrected.
- The Website or its servers are free of viruses or other harmful components.
- Use of the Website will achieve any particular result.

All Content is provided "as is" without warranties of any kind, express or implied, to the maximum extent permitted by applicable South African law.

#### 7. Limitation of Liability

To the extent permitted by applicable law (including the Consumer Protection Act 68 of 2008), and without limiting any non-excludable rights under applicable legislation, Harvestime shall not be liable for any damages of any kind arising from or in connection with:

- Your use of, or inability to use, the Website.
- Any errors, omissions, interruptions, or defects in the Website.

- Any loss of data or profit arising from your use of the Website.
- Your reliance on any Content available on the Website.

Nothing in these Terms excludes or limits liability for death or personal injury caused by Harvestime's negligence, or for fraud, or for any other liability that cannot be excluded under applicable South African law.

## 8. Non-Excludable Rights under the Consumer Protection Act

Nothing in these Terms excludes, restricts, or modifies any right or remedy that you may have under the Consumer Protection Act 68 of 2008 or any other applicable South African legislation that cannot be excluded by agreement. To the extent that applicable legislation implies any guarantee, condition, or warranty into these Terms and permits Harvestime to limit its liability for breach of that term, Harvestime's liability is limited to the maximum extent permitted by law.

## 9. External Links (Linked Sites)

The Website may contain links to third-party websites ("Linked Sites"). Harvestime does not endorse, control, or take responsibility for the content, accuracy, or availability of Linked Sites. If you use Linked Sites, you do so at your own risk. We encourage you to read the terms and privacy policies of any Linked Sites you visit.

Harvestime reserves the right to disable links from third-party websites to the Website at any time.

## 10. Compliance with Law

You are solely responsible for ensuring that your use of the Website complies with all applicable South African laws and regulations, including the ECT Act, CPA, POPIA, and any other applicable legislation. Harvestime reserves the right to cooperate with law enforcement authorities in investigating violations of applicable law.

## 11. Jurisdiction and Governing Law

These Terms are governed by and must be construed in accordance with the laws of the Republic of South Africa. Any disputes arising out of or in connection with these Terms or your use of the Website will be subject to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg (or, if applicable, a court of competent jurisdiction in South Africa).

The Harvestime Website is operated and maintained from the company's facility at 11 Hasset Road, Nuffield, Springs, Ekurhuleni, Gauteng. If you access the Website from outside South Africa, you are responsible for compliance with the laws applicable in your jurisdiction.

## 12. Privacy and Data Protection

By using the Website, you acknowledge that Harvestime may collect and process your Personal Information in accordance with POPIA and our Privacy Policy. Please read our Privacy Policy (available on this Website) to understand how we collect, use, disclose, and process your Personal Information, and what your rights are as a data subject under POPIA.

## 13. Changes to These Terms

Harvestime may update these Terms from time to time. Changes will be effective from the date they are posted on the Website. We encourage you to check these Terms periodically. Your continued use of the Website after any changes are posted constitutes your acceptance of the updated Terms. If you do not agree to any updated Terms, please discontinue your use of the Website.

## 14. Termination

These Terms remain effective until terminated. You may terminate these Terms at any time by ceasing to use the Website. Harvestime may terminate your licence to use the Website at any time and without notice if, in its reasonable judgment, you have breached any of these Terms. Upon termination, you must cease using the Website and destroy any downloaded Content.

Harvestime may modify, suspend, or discontinue any aspect of the Website at any time without notice.

## 15. General

If any provision of these Terms is found to be unlawful, void, or unenforceable under applicable law, that provision shall be severed from these Terms and shall not affect the validity and enforceability of the remaining provisions.

These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Harvestime in respect of your use of the Website, and supersede all prior communications or agreements in respect of that subject matter.

Harvestime's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

## 16. Contact Us

If you have any questions about these Terms, please contact us at:

**Harvestime Proprietary Limited** 11 Hasset Road, Nuffield, Springs, Ekurhuleni, Gauteng, 1559  
Reg No.: 2023/214018/07 Tel: +27(0)11 365 3000 Email: [info@harvestime.co.za](mailto:info@harvestime.co.za)

— End of Terms and Conditions —