



**WATERFALL
MARKET**

TERMS AND CONDITIONS

“**User**” means the viewer or user of our Platforms.

“**Platforms**” means all our websites, mobile sites, social media platforms or any other technology or mechanism you may use to interact with us.

“**Waterfall Farmers Market (Pty) Ltd**” means the owner of the website, Waterfall Farmers Market, registration number is 2018/527074/07, registered in the Republic of South Africa and whose registered office is 120 First Road, Linbro Park, Sandton, 2090.

By continuing to browse and use our Platforms the User is agreeing to comply with and be bound by the following terms and conditions of use, which together with [Waterfall Farmer's Market's privacy policy](#) govern Waterfall Farmers Market's relationship with the User in relation to our Platforms.

Using our Platforms

As a condition of the use of our Platforms, the User agrees that it will not:

- distribute viruses or any other technologies that may harm our Platforms or the interests or property of Waterfall Farmers Market or other Users;
- impose an unreasonable load on our infrastructure or interfere with the proper working of our Platforms;
- copy, modify, resell, or distribute any content on our Platforms without our consent;
- use any robot spider, scraper or other automated means to access our Platforms and collect content for any purpose without our express written permission;
- harvest or otherwise collect information about others, including email addresses, without their consent or otherwise violate the privacy of another person;
- create a link to our Platform from another website or document without Waterfall Farmers Market's prior written consent; or
- bypass measures used to prevent or restrict access to our Platforms

The content on our Platforms is for the User's general information and use only. It is subject to change without notice.

We reserve the right at our discretion to restrict a User's usage of the site either temporarily or permanently.

Copyright and other intellectual property

- Our Platforms contains material which is owned by or licensed to Waterfall Farmers Market. This material includes, but is not limited to, the design, layout, look, appearance, and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced on our Platforms which are not the property of, or licensed to, Waterfall Farmers Market are acknowledged on the Platform.

Security

In order to ensure the security and reliable operation of our Platforms for all Users, Waterfall Farmers Market reserves the right at its discretion to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications. Any user who commits any of the offences detailed in Chapter 13 of the *Electronic Communications and Transactions Act, 2002* (specifically sections 85 to 88 (inclusive)) will, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Waterfall Farmers Market and its affiliates, agents and/or partners.

Links to third party websites

From time to time our Platforms may also include links to other websites. These links are provided for the User's convenience to provide further information. WATERFALL FARMERS MARKET HOLDS NO RESPONSIBILITY FOR THE CONTENT OF THE LINKED WEBSITE(S). WATERFALL FARMERS MARKET HAS NO CONTROL OVER THE NATURE, CONTENT, AND AVAILABILITY OF THOSE SITES. THE INCLUSION OF ANY LINKS DOES NOT NECESSARILY IMPLY A RECOMMENDATION OR ENDORSE THE VIEWS EXPRESSED WITHIN THEM.

Liability

- EVERY EFFORT IS MADE TO KEEP OUR PLATFORMS UP AND RUNNING SMOOTHLY. HOWEVER, WATERFALL FARMERS MARKET TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR, OUR PLATFORMS BEING TEMPORARILY UNAVAILABLE DUE TO TECHNICAL ISSUES BEYOND ITS CONTROL.
- THE INFORMATION CONTAINED ON OUR PLATFORMS IS FOR GENERAL INFORMATION PURPOSES ONLY. THE INFORMATION IS PROVIDED BY WATERFALL FARMERS MARKET, AND WHILE WATERFALL FARMERS MARKET ENDEAVOURS TO KEEP THE INFORMATION UP TO DATE AND CORRECT, WATERFALL FARMERS MARKET MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY OR AVAILABILITY IN RESPECT OF OUR PLATFORMS OR THE INFORMATION, PRODUCTS, SERVICES, OR RELATED GRAPHICS CONTAINED ON OUR PLATFORMS FOR ANY PURPOSE. ANY RELIANCE PLACED BY THE USER ON SUCH INFORMATION IS THEREFORE STRICTLY AT OWN RISK.
- THE USER ACKNOWLEDGES THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND WATERFALL FARMERS MARKET EXPRESSLY EXCLUDES LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW.
- THE USER'S USE OF ANY INFORMATION OR MATERIALS ON OUR PLATFORMS ARE ENTIRELY AT THEIR OWN RISK, FOR WHICH WATERFALL FARMERS MARKET SHALL NOT BE LIABLE. IT SHALL BE THE USER'S OWN RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES, OR INFORMATION AVAILABLE THROUGH OUR PLATFORMS MEET THEIR SPECIFIC REQUIREMENTS.
- IN NO EVENT WILL WATERFALL FARMERS MARKET BE LIABLE FOR ANY LOSS OR DAMAGE INCLUDING WITHOUT LIMITATION, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM LOSS OF DATA OR PROFITS OR OTHERWISE ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF OUR PLATFORMS.

General

- These terms and conditions and the other policies posted on our Platforms constitute the entire agreement between Waterfall Farmers Market and the User.
- The User's use of our Platforms and any dispute arising out of such use of our Platforms are subject to the laws of South Africa.
- If Waterfall Farmers Market does not enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive.
- We may update these terms and conditions at any time and in our sole discretion. Any such change will be effective from the date of being posted on our Platforms.

For information on COVID-19 in South Africa, please visit www.sacoronavirus.co.za