



VARKHART

VARKHART TERMS OF USE

1. General Terms

The Varkhart website is owned and operated by **Galloron (Pty) Ltd**, a company registered in the Republic of South Africa under registration number **2022/574838/07**, with its registered address at **N4 Industrial Park East, 26 Robberg Street, Units 7-8, Willow Park Manor, Pretoria, 0184**.

1.1 Legal Validity

In terms of Section 11 of the Electronic Communications and **Transactions Act (ECT) 25 of 2002** and the common law of contract, these terms and conditions are valid, binding, and enforceable against all persons who access the Varkhart website. We may, from time to time, update or amend these terms without prior notice. Any amendments take effect immediately upon being posted on the website. You should review them periodically, as your continued use of the website signifies your acceptance of any revised terms.

1.2 Governing Law

This agreement and the use of this website are governed by the laws of the Republic of South Africa. Non-residents may use the website to make online purchases, provided that the delivery address is within South Africa.

1.3 Permitted Use

You may browse or use the website for your own personal, private, educational, non-commercial, and informational purposes only. Any other use is prohibited without our prior written consent.

1.4 Prohibited Use

The unauthorised use, copying, reproduction, modification, variation, or distribution of any content from this website; the uploading of unlawful or harmful information or software; or the creation of any links to our website from other websites, is strictly prohibited.

1.5 Rights Reserved

We reserve the right to:

- Restrict your use of or access to our website (or any part thereof) in the event of unauthorised use.



VARKHART

- Suspend or terminate our website, its operations, or any part thereof without prior notice and without providing reasons for such suspension or termination.
- Terminate your account at any time if we believe that the information you have provided is false or incomplete.

If any provision of this Agreement is unlawful, void, or unenforceable for any reason, that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of the remaining provisions.

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein. Any indulgence or extension of time granted by the Company to you shall not be construed as a waiver or variation of any of our rights or remedies.

At the Company's discretion, any dispute arising out of this Agreement may be brought before any Magistrates' Court of competent jurisdiction, notwithstanding that the amount in question may exceed the jurisdictional limit of such court.

The website is hosted and managed in the Republic of South Africa, and this Agreement is therefore governed by South African law.

Any dispute arising between the parties in connection with, or arising out of, this Agreement may be submitted to confidential arbitration in South Africa under the expedited rules of the **Arbitration Foundation of Southern Africa**.

2. Intellectual Property Rights and Trademarks

2.1 Intellectual Property

All intellectual property on the website, including but not limited to content, trademarks (or any confusingly similar marks), trade names, logos, images, videos, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons, and hyperlinks, are the property of or licensed to us. These are protected by domestic and international legislation and treaties.

Except for the rights licensed to you under Section 1.3 above, all intellectual property rights on the website are expressly reserved. No person may amend, copy, use, decompile, or reverse-engineer the source code of the website. No person may use logos, icons, or trademarks from the website as hyperlinks or for any other purpose without our written consent.

2.2 Trademarks

"Varkhart" and the Varkhart logo, as well "Jorrie & Jopie" and the Jorrie & Jopie logo and the Company logo and all other marks, logos, and trade names appearing on this website, are trademarks of the Company, its holding company, or its affiliates in the Republic of South Africa, or of third parties who have authorised the Company to display such trademarks.



VARKHART

Nothing on this website shall be construed as granting, by implication or otherwise, any licence or right to use any trademarks displayed on the website without the express prior written consent of the Company.

You may not copy, reproduce, publish, upload, post, transmit, distribute, or modify any trademarks appearing on this website. You further undertake not to infringe any rights of the Company or trademark owners concerning such trademarks. The use of trademarks on any other website or in any networked computer environment is prohibited.

3. Unlawful Use

You shall not use this website to send or post any message or material that is unlawful, harassing, defamatory, abusive, threatening, obscene, sexually oriented, racially offensive, profane, or in violation of any applicable law.

4. Disclaimer and Limitation of Liability

4.1 General

You expressly agree that the use of the website is entirely at your own risk. The website and its contents are provided on an “as is” and “as available” basis and have not been compiled to meet individual requirements. It is your responsibility to ensure that the services available through this website meet your requirements and are compatible with your hardware and/or software.

4.2 Limitation of Liability

Subject to Sections 43(5) and 43(6) of the ECT Act, and to the extent permitted by law, we shall not be liable for any damage, loss, or liability of any nature incurred by any person resulting from access to or use of our website or the purchase of any of our products or services.

4.3 No Warranty

The Company does not warrant that the website’s functions will be uninterrupted or error-free, or that the website or its server is free from viruses or other harmful components.

4.4 Indemnity

The Company, its directors, employees, agents, representatives, affiliates, contractors, and suppliers shall not be liable for any loss, damage (whether direct, indirect, or consequential), or expense of any nature whatsoever arising from the use of, or reliance upon, the website or the internet. You indemnify the Company against any loss, damage, or liability, including claims or demands by third parties, resulting from your actions or omissions, or those of your representatives, in connection with transactions on the website or products/services received therefrom.



VARKHART

4.5 Limitation of Claim

Notwithstanding any other provision contained herein, the Company's liability, whether in contract or delict, arising from any breach or negligence, shall not exceed the value of the product(s) giving rise to such claim.

4.6 Warranties by the User

By accessing this website, you warrant and represent to the Company that you are legally entitled to purchase the products and that all information provided by you is true and complete.

5. Links to Other Websites

5.1 Third-Party Links

Our website may contain links to other websites of interest. However, once you leave our website, we have no control over such websites. We are not responsible for the protection or privacy of any information you provide while visiting those websites, which are not governed by this privacy statement. You should review the privacy statement applicable to the relevant website.

5.2 Linking Restrictions

No person, business, or other website may link to any page on this website without the prior written consent of the Company.

6. Security

You agree and warrant that your username and password shall be used solely for your personal use and shall not be disclosed to any third party. The Company reserves the right to take all reasonable steps to ensure the integrity and security of the website and any associated applications.

The content on the website may be used for personal shopping and informational purposes only. You warrant that you will not introduce any harmful code (such as a virus) that may damage, interfere with, delay, or intercept any data or information on the website. You indemnify the Company against any damage caused by any act attributable to you.

Any person who delivers or attempts to deliver any damaging code to this website, or attempts to gain unauthorised access to any part of it, shall be prosecuted.



VARKHART

PRIVACY POLICY (INCLUDING COOKIES POLICY)

1. Introduction

This Privacy Policy outlines how we collect, use, and protect any information you provide when using the following website:

- www.varkhart.co.za

We are committed to safeguarding your privacy. If we request certain information that can identify you when using this website, you can be assured that it will only be used in accordance with this Privacy Policy. We may update this policy from time to time, and you should check this page periodically to ensure you are comfortable with any changes.

Varkhart respects your privacy and is committed to protecting your personal data. This policy explains how we handle your personal data when you visit our website (regardless of your location) and informs you of your privacy rights and legal protections.

2. Important Information and Who We Are

2.1 Purpose of this Privacy Policy

This Privacy Policy provides information on how Varkhart collects and processes your personal data, including any data you provide via this website.

This website is not intended for children, and we do not knowingly collect data relating to children.

It is essential that you read this Privacy Policy alongside any other privacy or fair processing notices we provide when collecting or processing your personal data. This policy supplements those notices and does not override them.

2.2 Responsible Party

This Privacy Policy is issued on behalf of Varkhart. When we refer to “Varkhart,” “we,” “us,” or “our,” we mean the relevant company within the Varkhart Group responsible for processing your data.

Galloron (Pty) Ltd is the responsible entity for this website.



VARKHART

We have appointed an Information Officer to oversee compliance and to address any questions regarding this Privacy Policy.

3. Contact Details

If you have any questions about this Privacy Policy or our privacy practices, please contact our Information Officer:

- **Legal Entity:** Galloron (Pty) Ltd
- **Email:** orders@varkhart.co.za
- **Telephone:** +27 71 102 7145

4. Changes to the Privacy Policy and Your Duty to Inform Us of Changes

We regularly review this Privacy Policy. It is important that the personal data we hold about you is accurate and up-to-date. Please notify us if your personal data changes during your relationship with us.

5. Third-Party Links

This website may contain links to third-party websites, plug-ins, or applications. Clicking on these links or enabling these connections may allow third parties to collect or share data about you.

We do not control these third-party websites and are not responsible for their privacy statements. When leaving our website, we encourage you to read the privacy policy of every site you visit.

6. Data We Collect About You

Personal data, or personal information, is any information that identifies you as an individual. It does not include information where your identity has been removed (de-identified information).

We may collect, use, store, and transfer different types of personal data, grouped as follows:

- **Identity Data:** First name, maiden name, last name, username, marital status, title, date of birth, and gender.



VARKHART

- **Contact Data:** Billing address, delivery address, email address, and telephone numbers.
- **Financial Data:** Bank account and payment card details.
- **Transaction Data:** Payment details, products and services purchased.
- **Technical Data:** IP address, login data, browser type/version, time zone, location, browser plug-ins, operating system, and device technology.
- **Profile Data:** Username/password, purchases, interests, preferences, feedback, and survey responses.
- **Usage Data:** Information on how you use our website, products, and services.
- **Marketing and Communications Data:** Your marketing preferences and communication choices.

We also collect **Aggregated Data** (statistical or demographic data). While this may be derived from personal data, it does not identify you and is not considered personal data under law. If Aggregated Data is combined with personal data to identify you, it will be treated as personal data in accordance with this policy.

We do not collect **Special Categories of Personal Data** (e.g., race, religion, health, sexual orientation, political opinions, trade union membership, genetic or biometric data), nor do we collect information about criminal convictions or offenses.

Your content (excluding credit card information) may be transferred unencrypted and involve transmission over networks or adaptation to technical requirements. Credit card information is always encrypted during transfer.

7. Failure to Provide Personal Data

If we are required by law or contract to collect personal data, and you fail to provide it when requested, we may be unable to perform our contractual obligations (e.g., providing goods or services). In such cases, we may have to cancel the relevant product or service, and we will notify you if this occurs.

8. How We Collect Your Personal Data

We collect data from and about you through various methods:

1. **Direct interactions:** You may provide Identity, Contact, and Financial Data by filling out forms or corresponding with us (post, phone, email, etc.), including when you:
 - o Purchase products
 - o Create an account
 - o Subscribe to services or publications
 - o Request marketing
 - o Enter competitions, promotions, or surveys
 - o Provide feedback or contact us



VARKHART

2. **Automated technologies or interactions:** We automatically collect Technical Data about your device, browsing actions, and patterns using cookies and similar technologies.
3. **Third parties or public sources:** We may receive personal data about you from technical, payment, and delivery service providers (e.g., PayFast, Bobco) or publicly available sources.

9. How We Use Your Personal Data

We will only process your personal data when the law permits. The most common circumstances include:

1. **Performance of a Contract:** Where it is necessary to fulfil a contract with you or to take steps before entering into a contract.
2. **Legitimate Interests:** Where it is necessary for our legitimate interests (or those of a third party), provided your interests and fundamental rights do not override those interests.
3. **Legal Obligations:** Where it is necessary to comply with a legal obligation.

Purposes: We may use your personal data for more than one lawful reason depending on the specific purpose. Please contact us if you require details about the legal basis for a particular processing activity.

10. Security

We endeavour to protect your personal information and credit card details as they travel over the Internet. However, given the nature of current Internet technology, we cannot guarantee completely secure transmission. Therefore, we cannot guarantee the absolute security of information transmitted to or from our website.

11. Marketing

11.1 Promotional Offers

We may use your Identity, Contact, Technical, Usage, and Profile Data to create a profile of your interests and preferences. This helps us determine which products, services, or offers may be relevant to you (referred to as “marketing”).

You will receive marketing communications from us if you have purchased goods or services, signed up for our services, and have not opted out.



VARKHART

11.2 Opting Out

You may request to stop receiving marketing communications at any time by contacting us via the details provided in Section 3.

12. Cookies

12.1 What is a Cookie?

A cookie is a small file that is placed on your computer's hard drive with your consent. It helps analyse web traffic, remember your visits, and tailor web applications to your preferences.

12.2 How We Use Cookies

We use cookies to:

- Analyse which pages are being used to improve website performance.
- Provide a more personalized website experience.
- Identify registered or returning users.
- Enable secure access to restricted areas.
- Remember you so that you do not need to re-enter information on return visits.
- Understand how users navigate our site, including IP-based diagnostics and broad demographic analysis.

12.3 Cookie Functionality

- Cookies do not give access to your computer or personal information beyond what you provide.
- You can accept or decline cookies. Most browsers accept cookies automatically, but you can modify browser settings to decline cookies, which may limit functionality.
- Temporary cookies may remain in your browser only until it is closed.

13. Change of Purpose

We will only use your personal data for the purposes for which it was collected unless we reasonably consider another compatible purpose.

If we need to use your data for a new, unrelated purpose, we will notify you and explain the legal basis for this processing.

Personal data may be processed without your knowledge or consent if required or permitted by law.



VARKHART

14. Disclosures of Your Personal Data

We may share your personal data with the following parties for the purposes described in Section 9:

- **Internal Third Parties:** Entities within the Varkhart Group.
- **External Third Parties:** Service providers, including Salesforce and card payment gateway providers.
- **Business Transfers:** In the event of a sale, transfer, or merger of parts of our business or assets, the new owners may use your personal data in accordance with this Privacy Policy.

We require all third parties to respect the security of your personal data and to comply with applicable law. Third-party service providers may only process your personal data for the purposes we specify and under our instructions.

15. International Transfers

We may transfer your personal data within the Varkhart Group, which may involve transferring data outside South Africa. In all cases, we comply with applicable laws regarding international data transfers.

16. Data Security

We implement appropriate technical and organizational measures to protect your personal data from accidental loss, unauthorized access, use, disclosure, or alteration.

Access to personal data is restricted to employees, agents, contractors, and other third parties who need it to perform their duties. They process your data only under our instructions and are subject to confidentiality obligations.

We have procedures to handle suspected personal data breaches and will notify you and any applicable regulatory authorities when legally required.

17. Data Retention

17.1 Retention Period

We retain your personal data only for as long as reasonably necessary to fulfil the purposes for which it was collected, including satisfying legal, regulatory, tax, accounting, or reporting requirements.



VARKHART

17.2 Extended Retention

Personal data may be retained longer in the event of a complaint or if there is a reasonable prospect of litigation relating to our relationship with you.

17.3 Determining Retention Period

We consider factors including:

- The amount, nature, and sensitivity of the personal data
- Potential risk of harm from unauthorized use or disclosure
- The purposes for which the data is processed and whether those purposes can be achieved by other means
- Applicable legal, regulatory, tax, accounting, or reporting obligations

18. Your Legal Rights

Under applicable data protection laws, you may have the following rights in relation to your personal data:

- The right to access your personal data
- The right to request correction or deletion of your personal data

To exercise any of these rights, please contact our Information Officer as detailed in Section 3.

19. Electronic Communication

When you use or visit this website, or send electronic communications (including emails or orders), you:

- Consent to receiving communications from the Company electronically.
- Agree that all notices, disclosures, and other communications from the Company, including this Privacy Policy, satisfy any legal requirements to be “in writing.”
- Agree that the Company may use your information to contact you about promotions and special offers if you indicated during registration that you wish to receive such information. You may opt out at any time.
- Agree that the Company may disclose your personal information in response to lawful requests from law enforcement agencies, subpoenas, court orders, or other legal obligations, such as accounting requirements.