

TERMS OF SERVICE

OVERVIEW

This website is operated by Bosman Adama (Pty) Ltd t/a Bosman Family Vineyards. Throughout the site, the terms “we”, “us” and “our” refer to Bosman Family Vineyards. Bosman Family Vineyards offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on [BlackSquare Inc.](#) They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your country of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reasonable reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not reasonably accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk, unless the incorrectness of such information was or reasonably should have been within Bosman Family Vineyards's reasonable knowledge.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change with notice.

Bosman Family Vineyards reserves the right at any time to modify or discontinue the Service (or any part or content thereof) with notice at any time.

Bosman Family Vineyards shall not be liable to you or to any third-party for any reasonable modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction for a reasonable reason. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time with notice, at the sole discretion of us which h discretion will be used in reasonable way. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, unless reasonable in the circumstances or that any reasonable errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

Bosman Family Vineyards reserves the right to refuse any order you place with us for any reasonable reason. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made or any other reasonable means. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our **Return Policy**.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal

mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, in reasonable circumstances, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. Refer to Privacy Policy below.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if reasonable in the circumstances, any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free, unless the interruptions, late unsecure or inaccuracy of such services can be attributed to any circumstances within our reasonable control.

We warrant that the results that may be obtained from the use of the service will be reasonably accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, with reasonable notice.

You expressly agree that your use of, or inability to use, the service is reasonably at your risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. This excludes any warranty as provided in terms of the Refund Policy on products supplied.

Bosman Family Vineyards, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages, including, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, unless the occurrence of such injury, loss, claim or damages can be attributed to any circumstances within our reasonable control. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Bosman Family Vineyards and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Republic of South Africa.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page. We reserve the right, at our sole discretion, which discretion shall be used reasonably to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@bosmanwines.com

PRIVACY POLICY

Bosman Family Vineyards (BFV) values any person's privacy and take the protection of personal information very seriously. It will not share personal information with anyone unless it has been authorised to do so. A person can access his/her personal data at any time via the [login](#) page on the website www.bosmanwines.com (NOTE: A person will need to be logged into his/her online profile in order to view the data on this page).

PERSONAL INFORMATION Includes:

- certain information collected on registration; and
- optional information that a person provide to BFV voluntarily.

Excludes:

- information that has been made anonymous so that it does not identify a specific person;
- permanently de-identified information that does not relate or cannot be traced back to you specifically; and
- non-personal statistical information collected and compiled by BFV and information that has been provided voluntarily in an open, public environment or forum including any blog, chat room, community, classifieds or discussion board. When the information was disclosed in a public forum, it is not confidential and does not constitute personal information entitled to protection under this policy.

SECTION 1 – HOW DO BFV COLLECT INFORMATION?

- Once a person registered on the website, he/she will no longer be anonymous as he/she provided BFV with personal information.
- When a person ordered the products, he/she will be asked to provide additional information on a voluntary basis (“services information”).
- A person may also provide additional information on a voluntary basis (“optional information”). This includes content that a person chooses to upload or download from the website or when he/she enters competitions, takes advantage of promotions, or otherwise use the features and functionality of the website.
- BFV automatically receives and records internet usage information on its server logs from the browser, such as the user's Internet Protocol address (“IP address”), and the dates and times that the website was visited, paths taken, and time spent on sites and pages within the website (this is called “usage information”).
- The website may contain electronic image requests (called a “single-pixel gif” or “web beacon” request) that allow BFV to count page views and to access cookies. Any electronic image viewed can act as a web beacon. The web beacons however do not collect, monitor or share any personal information. It is used purely to compile anonymous information about our website.

BFV will not collect or process any information that may be considered “high risk” information as described in section 26 of the Protection of Personal Information Act, 2013, or any information concerning a person younger than 18 years.

SECTION 2 - WHAT IS DONE WITH PERSONAL INFORMATION?

When a person purchases something from the online store, as part of the buying and selling process, personal information given by the individual is collected, information such as an individual's name, address and email address.

When an individual browses the online store, BFV also automatically receives the individual's computer's internet protocol (IP) address in order to provide information that helps BFV learn about the browser and operating system.

BFV may use any information provided for the purposes indicated by the individual when it agreed to provide same to BFV. With the individual's permission, BFV may then send such individual emails about its store, new products and other updates.

SECTION 3 - CONSENT

How does BFV obtain consent?

When an individual provides BFV with-

- personal information when it registers onto the website
- personal information to complete a transaction, verify credit card details, place an order, arrange for a delivery or return a purchase, BFV implies that the individual consents to BFV collecting it and using it for that specific reason only.

If asked for personal information for a secondary reason, like marketing, BFV will either ask the individual directly for its expressed consent, or provide the individual with an opportunity to decline.

How is consent withdrawn?

If after an individual opted-in, it changes its mind, it may withdraw its consent for BFV to contact it, for the continued collection, use or disclosure of its information, at any time, by emailing BFV at info@bosmanwines.com. An individual therefore always have the choice to adjust its settings or to unsubscribe at any time.

SECTION 4 - DISCLOSURE

BFV will not disclose any personal information to anyone unless it is compelled or required by law to do so or if and individual violated BFV's Terms of Service.

BFV will not sell personal information. No personal information will be disclosed to anyone except as provided for in this privacy policy.

BFV may need to disclose personal information to its employees that require the personal information to do their jobs. All employees are however also bound by the terms of this policy.

SECTION 5 – BLACKSQUARE INC.

BFV's store is hosted on BlackSquare Inc. They provide BFV with the online e-commerce platform that allows it to sell products and services to the individual.

An individual's personal data is stored through BlackSquare's data storage, databases and the general BlackSquare application. They store this data on a secure server behind a firewall.

Payment:

If an individual chose a direct payment gateway to complete its purchase, then [BlackSquare Inc.](#) and [Peach Payments](#) temporarily stores credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). The purchase transaction data is stored only as long as is necessary to complete the particular purchase transaction. After that is complete, the purchase transaction information is deleted.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discovery.

PCI-DSS requirements help ensure the secure handling of credit card information by the online store and its service providers.

For insight, BlackSquare Inc. Terms of Service can be read [here](#) and Peach Payments [here](#).

Bosman Family Vineyards makes use of [Stripe](#) software for payment processing. Stripe adheres to security protocols including:

- PCI-DSS Level 1 Compliant: All customers' credit card payments are done in Stripe's secure environment.

- Secure servers: Stripe’s website, payments page and help site are hosted on secure servers, safeguarding against phishing attacks.
- 3D Secure: This extra layer of security is used for all online transactions using a credit card.
- GEO IP Tracking: By monitoring where transactions originate from Stripe’s can look for mismatches with the card’s issuing country.
- BIN/IIN Validation: Checks the card-issuing bank locations and merchants can choose to enable/disable payments from certain countries.
- Fraud Reviews: All suspicious transactions are manually reviewed by Stripe’s support team.
- Extended Validation SSL: Stripe’s use Extended Validation SSL with 2048-bit encryption, the highest level encryption available.
- ASV Scans on a weekly basis: Stripe’s run weekly network scans to look for new possible vulnerabilities and certify quarterly.
- Two-factor authentication: This extra layer of security is available to restrict access to your Stripe’s account.
- Validation checks: Payments and card details are automatically checked against large online databases of blacklisted details.
- Web application firewall: Stripe’s utilises WAF technologies to detect and stop malicious activity before it reaches our servers.

SECTION 6 - THIRD-PARTY SERVICES

In general, the third-party providers used by BFV will only collect, use and disclose personal information to the extent necessary to allow them to perform the services they provide to BFV.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information BFV is required to provide to them for an individual’s purchase-related transactions.

For these providers, it is recommend that their privacy policies be read to understand the manner in which personal information will be handled by these providers.

Once you leave BFV’s website or are redirected to a third-party website or application, an individual is no longer governed by this Privacy Policy or the website’s Terms of Service.

Links:

When an individual clicks on links on BFV’s online store, they may direct a person away from BFV’s site. BFV is not responsible for the privacy practices of other sites and encourage individuals to read their specific privacy statements.

Google analytics:

BFV’s store uses Google Analytics to help it learn about who visits the site and what pages are being looked at.

SECTION 7 - SECURITY

To protect personal information, BFV take precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If an individual provides BFV with credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with an AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, BFV follows all PCI-DSS requirements and implement additional generally accepted industry standards.

SECTION 8 – COOKIES

Small text files known as ‘cookies’ may be placed on an individual’s device when visiting the website. These files do not contain personal information, but they do contain a personal identifier allowing BFV to associate personal information with a certain device. These files are useful for, amongst others, the following purposes:

- tailoring the website's functionality to an individual personally by letting BFV remember that individual's preferences;
- improving how the website performs;
- allowing third parties to provide services to the website; and
- helping BFV delivers targeted advertising where appropriate in compliance with applicable laws.

The internet browser in general accepts cookies automatically, but an individual can alter this setting to stop accepting them. A user can also delete cookies manually. If the browser no longer accepts cookies or by deleting them will prevent the user from accessing certain aspects of the website where cookies are necessary.

SECTION 9 - ACCEPTANCE REQUIRED AND AGE OF CONSENT

To use BFV's website or order any of its products an individual must accept all the terms of this policy. If an individual does not agree with anything in this policy, then it may not use the website or order any of BFV's goods.

By using this site, an individual represents that he/she is at least 18 years of age, the legal drinking age in South Africa.

SECTION 10-YOUR RIGHTS

An individual shall always have the right to ask BFV not to contact him/her for marketing purposes, and can do this at any time by using any of the various "opt out" or "unsubscribe" options that BFV always provide you with when we send marketing or other information to an individual.

An individual shall also have the right to request access to the information BFV has collected and processed about an individual and requests that BFV corrects or updates any incorrect or incomplete information. An individual may at any time lodge an objection with BFV regarding the collection, use and processing of personal information.

SECTION 11- COMMITMENT TO SECURITY

BFV has put in place safeguards to protect personal information and to prevent loss, damage or unauthorised access to or disclosure of personal information. These security safeguards are based on generally accepted information security practices and procedures which apply to the platforms, products and services BFV provides. BFV regularly checks that these safeguards are correctly implemented and continually updated in response to new risks or any identified deficiencies.

SECTION 12 - CHANGES TO PRIVACY POLICY

BFV reserves the right to modify this privacy policy at any time. Changes and clarifications will take effect immediately upon their posting on BFV's website. If material changes are made to this policy, BFV will notify everyone on its database that it has been updated, so that all are aware of what information is collected, how it is used, and under what circumstances, if any, BFV uses and/or discloses it.

QUESTIONS

If an individual would like to access; correct; amend or delete any personal information BFV has about him/her, registers a complaint or simply wants more information then the Privacy Compliance Officer can be contacted at info@bosmanwines.com

DISCLOSURES REQUIRED BY THE ECT ACT

In as far as certain transactions on the website are classified as “electronic transactions” in terms of the Electronic Communications and Transactions Act, 2002, BFV discloses the following information in terms of Chapter VII of the ECT Act:

Full name and legal status

Bosman Adama (Pty) Ltd t/a Bosman Family Vineyards, a public company incorporated under the laws of the Republic of South Africa. Registration number: 2001/012743/07

Street address

Bosman Family Vineyards, Lelienfontein, Hexberg Road, Wellington, Western Cape, South Africa.

Postal address

PO Box 9, Lelienfontein, Wellington, 7654

PROTECTION OF PERSONAL INFORMATION ACT, 2013

AGREEMENT AND CONSENT DECLARATION

1. INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context

- “This Agreement” means the Agreement contained in this document;
- “Client” means any person, individual, entity that voluntarily engages with BFV for purposes of acquiring its services, products, marketing material and other relevant material;
- “The Company/Service provider” means Bosman Family Vineyards (Pty) Ltd (BFV), a company registered under the laws of South Africa with Registration Number 2001/012743/07, and includes its directors and employees;
- “personal information” means personal information as defined in the Protection of Personal Information Act, 2013;
- “processing” means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to :the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information;
- “POPIA” means the Protection of Personal Information Act, 2013.

WHEREAS IT IS AGREED THAT

2. All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulations and only for the purpose of providing the Services that constitutes BFV’s primary business as a service provider.

3. The Parties confirm as follows

- One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information.
- Such information may be deemed as the private, confidential or as personal information in so far as it relates to any party to this agreement.
- Such information may also be deemed as or considered as private, confidential or as personal information of any third person who may be directly or indirectly associated with this agreement.
- Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain.

4. All parties irrevocably agree to abide by the terms and conditions asset out in this agreement as well as irrevocably agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by BFV for the purposes intended and for no other purposes whatsoever unless consented thereto by the Client or by order of a Court or a legal instrument.
5. Further it is specifically agreed that BFV will use its best endeavours and take all reasonable precautions to ensure that any information provided, is only used for the purposes it has been provided.
6. It is confirmed that by submitting information to BFV, irrespective as to how such information is submitted, the Client consents to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.

Declaration by Client

7. It is hereby declared and confirmed by the Client that he/she do hereby irrevocably consents to and understand that any/all information supplied or given to BFV, is done so in terms of the terms and conditions of this Agreement and consent declaration.
 8. The Client has the right to at any time inform BFV in writing that it revokes its consent in terms of this Agreement and BFV will then destroy any and all personal information of the Client in its database where after such person will cease to be a client of BFV.
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REFUND POLICY

Here at Bosman Family Vineyards, we do everything we can to make sure that you can shop with complete confidence. Not only do we ensure that all our products are of the highest possible quality, but we also take pride in providing detailed information on every wine in our online store.

Defective products

If for some reason the product we deliver to you is damaged, defective or does not match what you ordered, we will collect and refund or replace on your next wine order at no cost to you.

General warranty:

If, within 6 months after delivery of a product to you:

- You find that the product(s) is defective/faulty, unsuitable for the purpose generally intended (or otherwise expressly indicated by Bosman Family Vineyards at time of purchase), or not legal or reasonably durable (based on the circumstances and product type) ("defective"); and
- you arrange to return such product to Bosman Family Vineyards for inspection in accordance with the returns procedure in below, and the product is subsequently found to indeed be defective, you are entitled to either –

- (a) be fully refunded, or (b) have the product replaced at Bosman Family Vineyards expense.

If the product is found NOT to be defective, you will NOT be entitled to any replacement or refund, but will instead be liable for the costs incurred in having such product returned to BFV and then redelivered to you.

When is a product defective? Please note: the following are examples of things which will NOT be regarded as defects and will NOT entitle you to any replacement or refund under the general warranty above: faults resulting from normal wear and tear; damage arising from incorrect usage of the product, misuse and abuse and not following instructions of the product.

Exclusions

You may not under any circumstances return the following:

- Non-defective products that have been "made to order". (You will be notified in the relevant Online Sale if the products are "made to order".)
- Products that you or any other person has altered, consumed, incorporated or added to where such alteration, repair, incorporation or addition has not been authorised by Bosman Family Vineyards.

To notify us of an issue, please contact us by phone on +27 21 873 3170 or via email on taste@bosmanwines.com and we will arrange a replacement.