



# AFRIMAX

## WEB SITE

## TERMS OF USE



### 1. Introduction

- a. This site is operated by or on behalf of Afrimax Limited and intended for use by Malawi residents.
- b. The site and in particular, prices are updated from time to time. You should check the site and read these terms to ensure you have the latest information.

### 2. Your agreement

- a. These terms govern your use of the content and services on this site. By using this site you accept these terms.
- b. Please read our Sale and Service Terms before ordering products as these form part of our agreement with you, and our FAQs for more information.

### 3. Prices

- a. All amounts include VAT and, where appropriate, Excise Duties, unless we tell you otherwise.

### 4. Your information

- a. The security and protection of your personal information is important to us. Please read our Privacy Policy which explains why and how we use your personal information, how we use cookies on this site and for details on your rights in relation to such information.

### 5. Registering for services, user names, passwords and Afrimax Vista

- a. For some services you may be required to register and choose a password. For such services you agree:
  - i. to provide true, accurate and complete information;
  - ii. the user name you choose must not be obscene, offensive, inappropriate or in violation of any intellectual property rights of any third party. If we consider the user name selected by you is in breach of these terms, we'll prevent your use of such a user name at any time with or without notice to you;
  - iii. you are responsible for the security of your user name and password and all actions that take place as a result of access to the service via them. A breach of these terms under your user name or password will be treated as a breach by you; and
  - iv. your user name is to be used by you only.
- b. If the security of your user name or password is compromised please notify us immediately. We may change your user name or password at any time and we'll notify you by using the contact details you've provided. Please notify us of any changes to or mistakes in your registration details.
- c. You'll automatically be registered for Afrimax Vista when you purchase a product from this site.

### 6. What we don't allow you to do

- a. Unless we tell you otherwise, you and any person you allow to use the site and content are not allowed to:
  - i. make available the site and content (or any part of it) for any commercial or unlawful purpose;
  - ii. replicate the homepage or create a separate border around any part of the site and content (also known as framing);
  - iii. distribute or access any content that is obscene, threatening, inappropriate, in breach of confidence or privacy, in breach of any intellectual property rights (including copyright), unlawful, or in our opinion objectionable; and
  - iv. make excessive traffic demands, deliver spam of any kind, collect, or process information about users of the site or otherwise distribute unauthorised or unsolicited advertising, engage in unlawful multi-level marketing, or engage in any other behaviour intended to restrict or prevent other users from using the site and content, or which is likely to damage our reputation or the reputation of any third party.

## 7. Protection of this site and intellectual property rights

- a. The word or mark "Afrimax" however represented, all associated logos and symbols, and any combinations with another word or mark, are the trademarks of Afrimax Limited. All intellectual property rights in any material or content contained in or accessible via the site is either owned by us or has been licensed to us for use. If you wish to use the site beyond the scope of these terms you must first obtain the written permission of the owner of the rights in that material.
- b. We grant you a non-exclusive, non-transferable right to use the site, content and services for personal, non-commercial purposes and subject to your compliance with these terms. You may copy content in an unchanged form for private use if and to the extent that is permitted by the copyright owner. You're not entitled in respect of any content to allow third parties to access it unless and to the extent expressly permitted; or to change the site in any other way.
- c. You will only make fair use of the trade marks on this site and will not use them:
  - i. as part of your own marks;
  - ii. in a manner which is likely to cause confusion or damage to the reputation of Afrimax Limited; or
  - iii. to identify or imply endorsement or otherwise of products or services to which they do not relate.
- d. You grant us a perpetual, irrevocable, payment-free, worldwide license to reproduce, transfer, modify, adapt and/or publish any content provided by you to us, as we see reasonably fit and without notice to you, in compliance with applicable laws.
- e. We may, at any time, moderate, remove or edit any material that you place or attempt to place on the site and block or suspend your access to the site.
- f. If you believe there's a breach of these terms, your privacy or your intellectual property rights in relation to this site it's important you report this to us. We will make every reasonable effort to deal with matters that are reported to us. However, we will not be liable for any failure to remove, or delay in removing, any content or third-party material from the site or services, or for any good faith but wrongful removal of any third-party material.

## 8. Third party web-sites

- a. The inclusion of links on this site to third-party sites does not imply our endorsement of such sites. We accept no responsibility for such third-party content, services and sites. Unwanted communications may be sent to you by third parties. We accept no liability for any loss or damage resulting from the receipt of such communications from third parties.

## 9. Delivery of communications and your content

- a. We may impose limitations on the amount of storage space, temporary or otherwise, that we provide you for the storage of messages, pictures, video-clips and any other communications, but we have no obligation to store such content and will not be responsible if such content is lost or deleted.

## 10. Limitation of liability

- a. This site, content and services are supplied to you on an 'as-is' basis and we make no warranties, express or implied, regarding their satisfactory quality, fitness for a particular purpose, reliability, timeliness, accuracy,

completeness, security or that they are free from error unless specifically set out in the terms accompanying such content or service.

- b. We try to ensure that the information within the site is accurate, but your access to the site and services and any action you carry out on the basis of information you obtain from or via the site is carried out entirely at your own risk and we accept no liability for any losses that you may suffer as a result.
- c. We will not be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or tort, or otherwise in relation to:
  - i. your use of, reliance upon or inability to use the site or content;
  - ii. the deletion with or without notice or cause of any of your data or information stored on the site;
  - iii. any loss of your content or communications resulting from delays, non-deliveries, missed deliveries, service interruptions or a failure, suspension or withdrawal of all or part of the site at any time;
  - iv. the removal from the site of any content or communications sent or posted by you on or via the site;
  - v. any circumstance that is outside of our reasonable control; and
  - vi. any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into our agreement with you.
- d. Nothing in these terms is intended to exclude or limit our liability for death or personal injury, our fraud or any other liability which we may not by law exclude or limit.

## 11. General

- a. These terms and (where applicable) the relevant additional terms that you accept as part of the registration or purchasing process for a service or product and (if applicable) any third party terms and conditions, form the entire understanding between you and us concerning your use of the site and services and supersede all previous agreements relating to such use.
- b. If any part of these terms is determined to be legally invalid or unenforceable, such provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms will continue unaffected.
- c. You or we will not be prevented from taking any further action if you or we fail to enforce the rights granted under these terms.
- d. These terms will be governed by and interpreted in accordance with Malawi law and you and we both consent to the non-exclusive jurisdiction of the Malawian courts.

## 12. Contact us

- a. If you have any questions concerning this site or the services and products that we provide please contact us by writing to [hello@afrimax.net](mailto:hello@afrimax.net).

