

Privacy Policy

This Privacy Policy describes how Vintrans (Pty) Ltd t/a Wine Tours (“Company”) and its subsidiaries, authorized resellers and subcontractors (together “ Vintrans (Pty) Ltd. t/a Wine Tours”) treat the information it collects when a visitor or Customer visits our website (the “Site”) and uses the platform (the “Platform”) and any web application, website and related software developed for a Customer (“Software Application”), collectively the “Solution”, that Vintrans (Pty) Ltd t/a Wine Tours offers through our Site and related technology platforms.

Where another written agreement between Vintrans (Pty) Ltd t/a Wine Tours and a visitor or Customer exists, and the terms of that other agreement conflicts with the terms of this Privacy Policy, the terms of that other agreement shall prevail.

1. Consent

Customers that use our Site and/or Solution consent to our processing of their information as set forth in this Privacy Policy. Your continued use of the Site and/or Solution, or continued interaction with us after we have notified you of a material change in our Privacy Policy in accordance with the Updates provision below, will be deemed an acceptance of these new terms.

2. Website Visitors

Like most website operators, Vintrans (Pty) Ltd t/a Wine Tours collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. Vintrans (Pty) Ltd t/a Wine Tours purpose in collecting non-personally identifying information is to better understand how Vintrans (Pty) Ltd

t/a Wine Tours visitors and Customers use its Site and the Solution. From time to time, Vintrans (Pty) Ltd t/a Wine Tours may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its Site and the Solution.

Vintrans (Pty) Ltd t/a Wine Tours also collects potentially personally-identifying information like Internet Protocol (IP) addresses. Vintrans (Pty) Ltd t/a Wine Tours does not use such information to identify its visitors, however, and does not disclose such information, other than under the same circumstances that it uses and discloses personally-identifying information, as described below.

3. Gathering of Personally-Identifying Information

Certain visitors to the Site choose to interact with Vintrans (Pty) Ltd t/a Wine Tours in ways that require Vintrans (Pty) Ltd t/a Wine Tours to gather personally-identifying information. The amount and type of information that Vintrans (Pty) Ltd t/a Wine Tours gathers depends on the nature of the interaction. Vintrans (Pty) Ltd t/a Wine Tours does not disclose personally-identifying information other than as described below. Visitors can refuse to supply certain personally-identifying information, with the caveat that it may prevent them from using the Platform and/or a Software Application.

This Site does not automatically gather any personal information from you unless you provide it to Vintrans (Pty) Ltd t/a Wine Tours voluntarily through contacting us via email, or through your completing and submitting an online form.

If you should choose to provide us with personal information—as in an e-mail or by filling out a form and submitting it to us through the Site —we will use that information to respond to your message and

to help us get the information you have requested. Vintrans (Pty) Ltd t/a Wine Tours does not collect personal information for commercial marketing or distribution to any private organisations.

The Site may contain links to other websites. Vintrans (Pty) Ltd t/a Wine Tours is not responsible for the content and the privacy practices of other websites and you are encouraged to examine each website's privacy policy and disclaimers.

4. Aggregated Statistics

Vintrans (Pty) Ltd t/a Wine Tours may collect statistics about the behavior of visitors to the Site and Customers' use of the Solution. Vintrans (Pty) Ltd t/a Wine Tours may display this information publicly or provide it to others. However, Vintrans (Pty) Ltd t/a Wine Tours does not disclose personally-identifying information other than as described below.

5. Disclosure and Protection of Certain Personally-Identifying Information

Vintrans (Pty) Ltd t/a Wine Tours discloses potentially personally-identifying and personally-identifying information to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on Vintrans (Pty) Ltd t/a Wine Tours behalf or to provide the services available through the Solution, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by visiting the Site and using the Solution, you consent to the transfer of such information to them, subject to any other agreement between you and Vintrans (Pty) Ltd t/a Wine Tours governing the access, storage and transfer of your information and applicable local data protection and security legislation. Nothing in this Privacy Policy shall be construed as replacing the terms of any such agreement between us, or any provision of any law or regulation applicable to the region in which you or Vintrans (Pty) Ltd t/a Wine Tours operate.

Vintrans (Pty) Ltd t/a Wine Tours' Solution consists of a Platform of services for use by companies, Software applications and ancillary software. Customers have complete access to all information that users enter using a Customer's Software Application. Vintrans (Pty) Ltd t/a Wine Tours has no obligation to maintain or monitor any information entered by a user using a Customer's Software application or account unless expressly stated otherwise in a written agreement between a Customer and Vintrans (Pty) Ltd t/a Wine Tours

In addition, each Customer may elect, in its sole discretion, to make all information entered by a user freely available to all other users existing under the Customer account or Software Application, or to restrict the availability of such information within the Customer account or Software Application in any manner it sees fit.

Potentially personally identifying and personally-identifying information may be transferred to a third party as a result of a sale, acquisition, merger, reorganization or other transfer (a "Transfer") involving Vintrans (Pty) Ltd t/a Wine Tours. Vintrans (Pty) Ltd t/a Wine Tours specifically reserves the right to transfer personal information to a third party in connection with a Transfer. Should such a Transfer occur, we will request that the new combined entity follow this Privacy Policy with respect to your personal information, as and to the extent required by applicable law, and to require that you receive prior notice if your personal information could be used contrary to this Policy. Otherwise, Vintrans (Pty) Ltd t/a Wine Tours will not rent or sell potentially personally-identifying and personally-identifying information to anyone.

Other than to its employees, contractors and affiliated organizations or as described above, Vintrans (Pty) Ltd t/a Wine Tours discloses potentially personally-identifying and personally-identifying

information only when permitted to do so by law, in terms of a written agreement between us, or when Vintrans (Pty) Ltd t/a Wine Tours believes in good faith that disclosure is reasonably necessary to protect the property or rights of Vintrans (Pty) Ltd t/a Wine Tours, third parties or the public at large.

If you are a registered user of the Site and/or Solution and have supplied us with your email address, Vintrans (Pty) Ltd t/a Wine Tours may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what is going on with Vintrans (Pty) Ltd t/a Wine Tours and our products. We primarily use our various product blogs to communicate this type of information, so we expect to keep this type of email to a minimum. If you send us a request (for example via a support email or via one of our feedback mechanisms), we may ask you for your personal information and other information necessary to answer your question or resolve your problem. Vintrans (Pty) Ltd t/a Wine Tours takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally identifying and personally-identifying information.

You should also be aware that if you submit information to “chat rooms,” “forums” or “message boards” such information becomes public information, meaning that you lose any privacy rights you might have with regards to that information. Such disclosures may also increase your chances of receiving unwanted communications.

6. Security

Vintrans (Pty) Ltd t/a Wine Tours employs administrative, physical, and electronic measures designed to protect your personal information from unauthorized access, loss, misuse, disclosure, alteration, and destruction.

When we need to transfer information out of our firewall, we use industry-standard technological means to protect personal information while in transit through the internet. We use encryption and a comprehensive authentication protocol to provide reasonable security. However, please remember that no security system on the internet is perfect.

7. Limitation of liability

We exercise reasonable efforts to safeguard the security and confidentiality of your personal information; however, transmissions protected by industry standard technology and administered by humans cannot be guaranteed to be secure. We will not be liable for unauthorized disclosure of personal information that occurs through no fault of Vintrans (Pty) Ltd t/a Wine Tours including, but not limited to, errors in transmission, uses of your data by a third party, your failure to comply with your security obligations, and the unauthorized acts of Vintrans (Pty) Ltd t/a Wine Tours employees.

8. Links to other websites

This Privacy Policy addresses only the use and disclosure of information that we collect from you through the Site and your use of the Solution, through our interaction with you or from interaction with our business partners. Our Site may contain links to other websites. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data, or solicit personal information from you. They follow their own rules regarding the use or disclosure of the personal information you submit to them. We recommend that you to read the privacy policies or statements of these other websites.

9. Our policy towards children and minors

Vintrans (Pty) Ltd t/a Wine Tours does not collect personally identifiable information from children under the age of 13. If you believe that a child has provided Vintrans (Pty) Ltd t/a Wine Tours with personally identifiable information without the consent of his or her parent or guardian, please contact us at info@winetour.co.za. If Vintrans (Pty) Ltd t/a Wine Tours becomes aware that a child under age 13 has provided us with personally identifiable information, we will delete such information.

10. Disputes

If you have any concerns or claims with respect to our Privacy Policy, please contact us at info@winetour.co.za. We will investigate and attempt to resolve any complaints and disputes regarding our use and disclosure of personal information.

11. Updates

This Privacy Policy may be updated from time to time in order to reflect changes in our practices. We will notify you of any material changes by posting the new Privacy Policy on the Site, and will obtain the necessary consents as may be required under applicable law if we seek to collect, use or disclose personal data for purposes other than those for which consent has been obtained.

Except as stated above, all changes will apply to the personal information that has already been collected, and to personal information that is collected after the effective date of the revised Privacy Policy. If any proposed change is unacceptable to you, you will have the right to ask for the deletion of your personal information. You are advised to consult this Privacy Policy regularly for any changes.

12. Ownership and Use of the website

This Internet website ("website") belongs to and is solely owned by Vintrans (Pty) Ltd t/a Wine Tours. By visiting and interacting with this website you agree to be bound by and to adhere to the terms and conditions set out below.

- Vintrans (Pty) Ltd t/a Wine Tours reserves the right to amend, modify or replace these terms and conditions from time to time.
- Vintrans (Pty) Ltd t/a Wine Tours grants you a limited license to access and make personal use of this website.
- This license does not permit you to and you may not reproduce, duplicate, copy, translate, distribute, sell, resell, modify, publicly perform, prepare derivative works based on, report or otherwise use the content of this website, or any portion thereof, for any public or commercial purpose, without the prior, written consent of Vintrans (Pty) Ltd t/a Wine Tours

13. Intellectual Property Rights

• The content of this website, including but not limited to all text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software hyperlinks, designs and agreements, and all the intellectual property embodied therein, including but not limited to copyright and trademarks, are the property of, or are licensed to Vintrans (Pty) Ltd t/a Wine Tours.

• Copyright is protected under treaty provisions and worldwide copyright laws. Any unauthorised use of Vintrans (Pty) Ltd t/a Wine Tours' copyright or trademarks may result in you violating copyright and trademark laws and make you liable to civil and criminal prosecution.

• The trademarks and logos that you may see on this website are the registered and unregistered trademarks of Vintrans (Pty) Ltd t/a Wine Tours or are licenced to Vintrans (Pty) Ltd t/a Wine Tours by third parties. Nothing contained on this website should be interpreted as granting by implication,

estoppel or otherwise, any license or right to use any trademark displayed on this website. Such license or right of use may only be obtained, in writing, from Vintrans (Pty) Ltd t/a Wine Tours or the third party who owns the relevant trademark.

14. Hyperlinks, Framing, Meta tags

- The inclusion of any link on Vintrans (Pty) Ltd t/a Wine Tours website to another website does not imply endorsement by Vintrans (Pty) Ltd t/a Wine Tours of the website or any services or products offered on the linked website.
- You may not frame or use framing techniques to enclose this website or any page on this website in any way whatsoever, nor may you frame any trademark, logo or other proprietary information, including but not limited to image, text, page layout or form.
- You may not use meta tags or any other “hidden text” using Vintrans (Pty) Ltd t/a Wine Tours name or trademarks.

15. Monitoring

Vintrans (Pty) Ltd t/a Wine Tours reserves the right to monitor your use of its website, to which monitoring you hereby consent.

16. Disclaimer

- This website is provided by Vintrans (Pty) Ltd t/a Wine Tours “as is” and Vintrans (Pty) Ltd t/a Wine Tours makes no representations or warranties of any nature, express or implied, as to the operation of this website or the information, content, materials or products included on this website. The use of this website is entirely at your own risk.
- Vintrans (Pty) Ltd t/a Wine Tours does not warrant that the content available from this website is truthful, reliable, free from errors or omissions or that the service will remain continuously uninterrupted.
- Vintrans (Pty) Ltd t/a Wine Tours does not warrant that this website, its server(s) or any electronic mail sent from this website are free of viruses or other harmful components.
- To the full extent permissible by Law, Vintrans (Pty) Ltd t/a Wine Tours disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- Save as provided for in subparagraphs 43(5) and 43(6) of the Electronic Communications and Transactions Act number 25 of 2002, neither Vintrans (Pty) Ltd t/a Wine Tours nor any of its agents or representatives shall be liable for any damage or loss of any nature, including but not limited to direct, indirect, consequential, incidental or punitive damages arising out of the use of or inability to use this website or any reliance placed on the content of this website or any website which is linked by means of a hyperlink to Vintrans (Pty) Ltd t/a Wine Tours website.

17. How to contact us

If you have any questions, comments, concerns, complaints or claims with respect to the Site, the Solution, if your account has been compromised by a hacker or scammer, if another user is abusing, harassing, or stalking you, if you find that certain content displayed on the Site is inappropriate or prohibited by these terms, or if you have any other concern, please contact us by email at info@winetour.co.za We will investigate and attempt to resolve the matter.