

TERMS AND CONDITIONS OF USE

Last updated: 30 May 2024

1. Introduction and Legal Terms

By accessing or using our website, <https://www.whiskytwins.co.za/>, any related platform or application (collectively, “**the Platform**”), or any of our Services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the Platform always remain expressly reserved by The Whiskey Twins.

These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform or our Services. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit the risk or liability of The Whiskey Twins, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify The Whiskey Twins or is an acknowledgement of any fact by you.

The terms “user”, “you” and “your” are used interchangeably in these Terms and accordingly refer to anyone accessing the Platform. Accordingly, the terms “us”, “our” or “we” refers to The Whiskey Twins or its possession.

By accessing or using our Platform, you confirm that you are over the age of 18 years.

2. Our Services

At The Whiskey Twins, we are passionate about bringing you the finest selection of premium whiskey and cognac from around the world. Our carefully curated collection features both renowned brands and rare, exclusive bottles that cater to connoisseurs and casual enthusiasts alike. We provide detailed product descriptions, expert recommendations, and secure, convenient delivery right to your door. (“**Services**”)

3. Registering an Account with Us

Creating an Account: To purchase from our store, we require you to create an account with us when checking out. We ask you to provide us with all the requested information in the onboarding process including your contact and delivery information.

Accurate Information: When signing up you agree to provide true, accurate, current, and complete information and to update this information as and when it changes. To protect your privacy and security, we take reasonable steps to verify your identity by requiring your password together with your email address to grant you access to your account and information. Please update your information yourself through your profile or contact us to view or change your personal information provided.

Warranty: By sharing your personal information with us, you warrant that the person using the Platform is you or you have the authority to act on behalf of a juristic entity. You are responsible for the information you provide, and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and processes personal information.

Unlawful Access: Please let us know if you have reason to believe that your profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your username, password, or any payment card information) to avoid possible liability for any unauthorized charges to your account.

4. Payment Terms

Purchasing: To purchase from the Platform, you must use the relevant links and prompts and pay the total purchase price listed when you checkout. This will initiate a contract of sale between you and The Whiskey Twins.

Invoices: We will email you a tax invoice for your transaction once an order is fulfilled.

VAT: All advertised prices are inclusive of Value Added Tax (“**VAT**”) and exclusive of delivery charges and any other applicable taxes/fees, unless otherwise stated and required by law. Any such additional charges and VAT which will apply to a transaction, will be clearly indicated to you upon check-out.

Secure Payments: We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service provider. In this regard, the terms and policies of the payment service provider will apply to you when you use their services.

Limitation: Your right to use our Platform is subject to any limits we or your credit card issuer may establish. If payment cannot be charged to your payment card or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate an order placed.

Promotional Offers: We may, from time to time, provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar Services or the option of receiving complimentary products with your order. You agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of our Services or the fee/s applicable to you.

5. **Service Disclaimer**

Legal Drinking Age: We cannot, by law, sell alcohol to persons under the age of 18 years.

Drink Responsibly: Please drink responsibly. Excessive consumption of alcohol can be harmful to your health and safety, and that of those around you.

6. **Conditions of Sale**

Ordering: You may place an order for any product on the Platform, which we may accept or reject. Acceptance of an order depends on product availability; the correct information being displayed about the product (its price and composition) and receipt of payment or payment authorisation by us.

Acceptance: We will indicate the acceptance of your order by having our team deliver the product to you. Only at that point will an agreement of sale between us come into effect (the “**sale**”). Where we cannot fulfil your order, we will indicate this to you by cancelling it and, as soon as possible thereafter, refunding you for the amount you paid.

Cancelling: Prior to acceptance, you may cancel an order at any time by contacting us directly. After delivery, you may return any product only in accordance with the Shipping, Cancellations, and Returns provisions below.

Order Reservation: Placing any product in your shopping cart without completing the purchase will not reserve the item for you and will not constitute a sale. Items may therefore be removed from your shopping cart if stock is no longer available, or the price might change without notice to you. You cannot hold us liable if such products are not available or is not available at the same price when you complete or attempt to complete your purchase.

Stock availability: You acknowledge that stock of all products on offer is limited, and that pricing may change at any time without notice to you. We cannot guarantee the availability of stock. When products are no longer available after you have placed an order, we will notify you and you will be entitled to a full refund of any amount already paid by you for such product.

Errors: We take all reasonable efforts to accurately reflect the description, availability, composition, materials, product origins, purchase price and delivery charges of our Services on the Platform. You are encouraged to verify product details, pricing, and availability before placing an order. However, should there be any errors of whatever nature on the Platform, we reserve the right to correct such errors or inaccuracies and to update information as necessary without prior notice. We will not be liable for any loss, claim or expense relating to a transaction based on any error.

Sales are Final: You must pay the full price of the product to reserve and purchase the product. All products sold are final, subject to the Shipping, Cancellations, and Returns terms below.

Confirmation: After placing an order, you will receive an automated response confirming your order, as well as an invoice for the transaction. You may contact us via email to obtain a full record of your transactions. We may also send you additional email communications about your order and payment where required.

7. **Shipping, Cancellations, and Returns**

Shipping: A product will be shipped with a tracking number to your shipping address. Shipping time and costs will vary depending on your location relative to where the product is shipping from. We will communicate with you directly to indicate the shipping time and any taxes that may be applicable to your order.

Cancellation: If you have placed an order that you wish to change or cancel, please email us directly. If the order has not yet been processed, you will receive a full refund. If your order has already been processed, then our return provisions are applicable.

Delivery: While we strive to deliver orders promptly and accurately, The Whiskey Twins cannot guarantee specific delivery times due to factors beyond our control such as weather, traffic, or other unforeseen circumstances. You are responsible for providing accurate delivery information and ensuring someone is available to receive the order. In the event of a delivery delay or issue, The Whiskey Twins will make reasonable efforts to communicate with you and resolve the issue promptly.

Quality Assurance: The Whiskey Twins is committed to delivering high-quality brands. However, in the unlikely event that you are dissatisfied with your order, please contact us within 24 hours of delivery, and we will work to address your concerns promptly. Our liability is limited to the purchase price of the products and does not extend to any indirect, consequential, or incidental damages.

Refunds or Exchanges: Where you have contacted us about a product/s you are dissatisfied with, we will review your feedback and depending on the severity thereof, will either exchange your product for a new one, provide you with a voucher to purchase alternative products or refund you any amounts paid. We reserve the right to decide which option to provide and will base our decision on feedback provided by you and review of the complaint including images of the products and severity of the issue.

Charges and Fees: You will be responsible for the shipping costs, including but not limited to any courier costs, export/import taxes/duties and release fees. Our delivery charges are subject to change at any time, without prior notice to you. Please check the Platform for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out.

8. **Responsibilities and Warranties**

Platform Warranties: By using the Platform and/or the Services, you warrant that:

- you have read and agreed to these Terms and will use the Platform in accordance with them;
- you have not made any misrepresentations and the information provided in the registration or purchase process about you and/or your status is true, accurate and complete in every aspect;
- you understand that our products may contain allergens such as barley, wheat, rye, and other ingredients used in the production of whiskey and cognac. If you have any allergies or sensitivities, we recommend consulting the product labels and contacting us for more information before making a purchase;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
- you lawfully possess and submit all information to The Whiskey Twins for its use thereof to provide the Services;
- you will not post, upload, replicate or transmit any abusive content on the Platform or through communications that is or could reasonably be considered to be threatening,

harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, or in breach of privacy;

- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or The Whiskey Twins or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform for any commercial purpose other than as expressly provided for by The Whiskey Twins herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing The Whiskey Twins to manifest all of its rights in the case of breach, including but not limited to denying you access to the Platform, reporting your actions to an applicable authority, or instituting legal proceedings against you.

Connected Devices: The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

Breach of Terms: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

9. **Messages and Advertising**

Data Messages between You and The Whiskey Twins

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). The Whiskey Twins does not own or endorse these other sites and is not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

10. Intellectual Property

Platform IP: All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by The Whiskey Twins, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, reverse engineer, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our prior written consent, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, The Whiskey Twins and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

User License: Subject to adherence to the Terms, we grant to you a personal, revocable, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine which you are the user of. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written consent.

11. Indemnities, Disclaimers, And Warranties

Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not The Whiskey Twins. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

The Whiskey Twins, its members, directors, employees, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered.

The Whiskey Twins, its members, directors, employees, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

Indemnities

You indemnify and hold harmless The Whiskey Twins, its members, directors, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered, or any transaction concluded through the Platform in any way.

You agree to indemnify, defend, and hold The Whiskey Twins, its members, directors, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms.

This clause will survive termination of these Terms.

12. **Dispute Resolution**

Negotiation: Should any dispute, disagreement or claim arise between you and The Whiskey Twins concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Mediation: Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties may approach an independent industry expert who will mediate the discussions between them to find a mutually beneficial solution.

Arbitration: If the dispute is still not resolved after such mediation, the parties may commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by The Whiskey Twins.

Jurisdiction: Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication: The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

13. **Termination of Use**

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR SERVICES/PLATFORM IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

If you wish to terminate your agreement with us and these Terms, you may do so by ending your use of the Services and our Platform. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

14. **Notices and Service Address**

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of The Whiskey Twins, at info@whiskeytwins.co.za; or

- in the case of the user, at the e-mail, contact number, and addresses provided when registering/purchasing with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

15. **Company Information**

Site owner:	Crystalleni Properties CC
Legal status:	Close Corporation
Registration number:	2005/044951/23
Description of business:	Online Retailer
Email address:	info@whiskeytwins.co.za
Platform address:	https://www.whiskytwins.co.za/
Physical address:	20 Malmesbury Road, Welgelegen, Cape Town, 7500
Postal address:	As above

16. **General**

Relationship Between the Parties: The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall be liable for the actions of the other party incur any personal liability as co-partner to any third party.

Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned.

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

No Indulgence: No indulgence, leniency or extension of time granted by The Whiskey Twins shall constitute a waiver of any of The Whiskey Twins's rights under these Terms and, accordingly, The Whiskey Twins shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay: In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by The Whiskey Twins in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions severability above.