

# PRIVACY POLICY

## CONTACT US

Should you have any questions about this privacy policy, please contact West Coast Fishers Co-op at [office@weskusvissers.org](mailto:office@weskusvissers.org) | 022 714 4111

## COOKIE POLICY

### ABOUT COOKIES

We use a number of different cookies on our website. Cookies are small pieces of information stored by your browser on your device.

### COOKIES ON OUR WEBSITE

West Coast Fishers Co-op uses the following cookies on this website, for the following purposes:

West Coast Fishers Co-op might publish Google AdSense interest-based advertisements on this website. These are tailored by Google to reflect your interests. To determine your interests, Google will track your behaviour across the web using cookies.

If you would like to restrict the use of cookies you can control this in your Internet browser. Blocking cookies may have a negative impact upon the usability of some websites.

## COPYRIGHT NOTICE

All intellectual property rights, including but not limited to copyright and trademarks in the material contained on this website is held by West Coast Fishers Co-op and may not be copied, reproduced, adapted, published or distributed in any form whatsoever without the prior written consent of West Coast Fishers Co-op.

## PERMISSIONS

You may request permission to use the copyright materials on this website by writing to [office@weskusvissers.org](mailto:office@weskusvissers.org).

## ENFORCEMENT OF COPYRIGHT

West Coast Fishers Co-op takes the protection of its copyright very seriously.

If West Coast Fishers Co-op discovers that you have used its copyright materials in contravention of the license above, West Coast Fishers Co-op may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of West Coast Fishers Co-op's copyright materials that contravenes or may contravene the license above, please report this by email to West Coast Fishers Co-op.

## INFRINGEMENT MATERIAL

If you become aware of any material on the website that you believe infringes your or any other person's copyright, please report this by email to West Coast Fishers Co-op.

## LINK POLICY

### STATUS OF LINKING POLICY

West Coast Fishers Co-op welcomes links to this website [made in accordance with the terms of this linking policy].

By using this website you agree to be bound by the terms and conditions of this linking policy.

### LINKS TO THIS WEBSITE

Links pointing to this website should not be misleading.

Appropriate link text should be always be used.

From time to time the URL structure of this website may be updated, and unless West Coast Fishers Co-op agrees in writing otherwise, all links should point to West Coast Fishers Co-op.

You may not use the West Coast Fishers Co-op logo to link to this website (or otherwise) without West Coast Fishers Co-op's express written permission.

You may not link to this website using any inline linking technique.

You must not frame the content of this website or use any similar technology in relation to the content of this website.

## LINKS FROM THIS WEBSITE

This website includes links to other websites owned and operated by third parties. These links are not endorsements or recommendations.

West Coast Fishers Co-op has no control over the contents of third-party websites, and West Coast Fishers Co-op accepts no responsibility for them or for any loss or damage that may arise from your use of them.

## REMOVAL OF LINKS

You agree that, should West Coast Fishers Co-op request the deletion of a link to our website that is within your control, you will delete the link promptly.

If you would like West Coast Fishers Co-op to remove a link to your website that is included on this website, please contact West Coast Fishers Co-op using the contact details below. Note that unless you have a legal right to demand removal, such removal will be at our discretion.

## CHANGES TO THIS LINKING POLICY

West Coast Fishers Co-op may amend this linking policy at any time by publishing a new version on this website.

## PRIVACY POLICY

Your privacy is important to West Coast Fishers Co-op. This privacy statement provides information about the personal information that West Coast Fishers Co-op collects, and the ways in which West Coast Fishers Co-op uses that personal information.

## PERSONAL INFORMATION

West Coast Fishers Co-op may collect and use the following kinds of personal information:

- information about your use of this website (including *inter alia* your age, name, ethnicity, date of birth, religious views, job, hobbies);

- information that you provide using for the purpose of registering with the Co-op (including *inter alia* your age, name, ethnicity, date of birth, religious views, job, hobbies);
- information about transactions carried out over this website including *inter alia* your age, name, ethnicity, date of birth, religious views, job, hobbies;
- information that you provide for the purpose of subscribing to the website services including *inter alia* your age, name, ethnicity, date of birth, religious views, job, hobbies; and
- any other information that you send to West Coast Fishers Co-op.

West Coast Fishers Co-op is obliged to comply with the Protection of Personal Information Act 4 of 2013 and is required to inform you as to how your Personal Information is used and disclosed.

West Coast Fishers Co-op is committed to protecting your privacy and ensuring that your personal information is used appropriately, transparently, securely and in accordance with all applicable laws.

West Coast Fishers Co-op may use your personal information to:

- administer this website;
- personalize the website for you;
- enable your access to and use of the website services;
- publish information about you on the website;
- send to you products that you purchase;
- supply to you services that you purchase;
- collect payments from you; and
- send you marketing communications.

Where West Coast Fishers Co-op discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement and the Protection of Personal Information Act 4 of 2013.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, West Coast Fishers Co-op may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

You have the right to request access to the Personal Information West Coast Fishers Co-op hold about you. In addition, you also have the right to ask us to update, correct or delete your Personal Information on reasonable grounds.

## SECURING YOUR DATA

West Coast Fishers Co-op will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

West Coast Fishers Co-op will store all the personal information you provide on it's server/s.

Information relating to electronic transactions entered into via this website may be protected by encryption technology.

## CROSS-BORDER DATA TRANSFERS

Information that West Coast Fishers Co-op collects may be stored and processed in and transferred between any of the countries in which West Coast Fishers Co-op operates to enable the use of the information in accordance with this privacy policy.

In addition, personal information that you submit for publication on the website may be published on the internet and may be available around the world.

You agree to such cross-border transfers of personal information.

## UPDATING THIS STATEMENT

West Coast Fishers Co-op may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

## OTHER WEBSITES

This website contains links to other websites. West Coast Fishers Co-op is not responsible for the privacy policies or practices of any third party.

## CONTACT WEST COAST FISHERS CO-OP

If you have any questions about this privacy policy or West Coast Fishers Co-op's treatment of your personal information, please contact West Coast Fishers Co-op via the contact page.

## TERMS AND CONDITIONS FOR THIS WEBSITE

### INTRODUCTION

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to West Coast Fishers Co-op's use of cookies in accordance with the terms of West Coast Fishers Co-op's cookies policy.

## ACCEPTABLE USE

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without West Coast Fishers Co-op's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without West Coast Fishers Co-op's express written consent.

## RESTRICTED ACCESS

Access to certain areas of this website is restricted. West Coast Fishers Co-op reserves the right to restrict access to any area of this website, or indeed this entire website, at West Coast Fishers Co-op's discretion.

If West Coast Fishers Co-op provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

West Coast Fishers Co-op may disable your user ID and password at West Coast Fishers Co-op's sole discretion without notice or explanation.

## USER CONTENT

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to West Coast Fishers Co-op a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to West Coast Fishers Co-op

the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or West Coast Fishers Co-op or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

West Coast Fishers Co-op reserves the right to edit or remove any material submitted to this website, or stored on West Coast Fishers Co-op's servers, or hosted or published upon this website.

## NO WARRANTIES

This website is provided "as is" without any representations or warranties, express or implied. West Coast Fishers Co-op makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, West Coast Fishers Co-op does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial, medical or any other matter, professional or non-professional, you should consult an appropriate professional.

## LIMITATIONS OF LIABILITY

West Coast Fishers Co-op will not be liable to you (whether under the law of contact, or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss; for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if West Coast Fishers Co-op has been expressly advised of the potential loss.

## EXCEPTIONS

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit West Coast Fishers Co-op's liability in respect of any:

- death or personal injury caused by West Coast Fishers Co-op's negligence;
- fraud or fraudulent misrepresentation on the part of West Coast Fishers Co-op; or
- matter which it would be illegal or unlawful for West Coast Fishers Co-op to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## REASONABLENESS

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## OTHER PARTIES

You accept that West Coast Fishers Co-op has an interest in limiting the personal liability of its officers and employees.

You agree that you will not bring any claim personally against West Coast Fishers Co-op's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect West Coast Fishers Co-op's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as West Coast Fishers Co-op.

## UNENFORCEABLE PROVISIONS

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## INDEMNITY

You hereby indemnify West Coast Fishers Co-op and undertake to keep West Coast Fishers Co-op indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by West Coast Fishers Co-op to a third party in settlement of a claim or dispute on the advice of West Coast Fishers Co-op's legal advisers) incurred or suffered by West Coast Fishers Co-op arising out of any breach by you of any provision of these terms and



conditions, or arising out of any claim that you have breached any provision of these terms and conditions].

## BREACH OF THESE TERMS AND CONDITIONS

Without prejudice to West Coast Fishers Co-op's other rights under these terms and conditions, if you breach these terms and conditions in any way, West Coast Fishers Co-op may take such action as West Coast Fishers Co-op deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## VARIATION

West Coast Fishers Co-op may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## ENTIRE AGREEMENT

These terms and conditions, constitute the entire agreement between you and West Coast Fishers Co-op in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## LAW AND JURISDICTION

These terms and conditions will be governed by and construed in accordance with South African law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa.