

WEBSITE TERMS OF USE

For: Six Degrees of Global Separation Wines (*"the Operator", "we", "us", "our"*)

Last updated: 18.06.2026

These Terms of Use govern your access to and use of the website operated by the Operator (the "Website"). They are intended to comply with the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") and other applicable South African law. By accessing or using the Website you agree to be bound by these Terms. If you do not agree, you must not use the Website. These Terms of Use govern your general use of the Website; your purchase of any product is separately governed by our **Online Sale of Goods Terms and Conditions**.

1. Operator Identity and Contact Details

In compliance with section 43(1) of ECTA, the following information is provided:

Full legal/registered name: Six Degrees of Global Separation (PTY) LTD

Registration number (if applicable): 2023/876932/07

Place of registration: Republic of South Africa

Physical address of the licensed/administrative premises: Erf 12027, Also known as, 15 Patrick Street, Voorbaai, Mossel Bay, 6506

Website domain: www.6degrees.wine

Email address: jesse@6degrees.wine

Telephone number: +27(0) 82 334 4114

Liquor licence number and issuing authority: WCP/044668

Responsible person / official capacity: Jesse Esterhuizen

2. Eligibility, Age Restriction and Access Conditions

The Website sells and promotes alcoholic beverages. The sale of liquor to any person under the age of 18 years is prohibited under South African law, including the National Liquor Act 59 of 2003 and the Western Cape Liquor Act 4 of 2008.

2.1 Age verification

By accessing the Website, you warrant and confirm that you are 18 years of age or older. You will be required to confirm your age before entering the Website and again before completing any purchase. We may, in addition, require proof of age (a valid identity document, passport or driver's licence) at the point of order, at delivery, or at collection. Delivery or handover of any product will be refused where the recipient cannot prove that they are 18 years or older.

2.2 Lawful access

You agree to use the Website only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by, any third party. You may not access the Website if doing so is prohibited by the laws of the jurisdiction from which you access it.

3. Acceptable Use and Prohibited Conduct

You may not, in connection with the Website:

- use the Website in any way that breaches any applicable law or regulation, including liquor, consumer protection, data protection or cybercrime legislation;
- provide false age information or attempt to circumvent the age verification mechanism;
- transmit any material that is defamatory, obscene, threatening, or that infringes the intellectual property or privacy rights of any person;
- introduce viruses, trojans, worms, or other malicious or technologically harmful material;
- attempt to gain unauthorised access to the Website, the server on which it is stored, or any connected server, computer or database;
- use any automated system (including bots, scrapers or harvesters) to access, copy or monitor the Website without our prior written consent; or
- resell, or hold out an intention to resell, liquor purchased through the Website without holding the licence required by law to do so.

We reserve the right to suspend or terminate your access to the Website, without notice, where we reasonably believe you have breached these Terms.

4. Intellectual Property

All content on the Website, including text, graphics, logos, label artwork, photographs, product descriptions, layout and software, is owned by or licensed to the Operator and is protected by South African and international intellectual property laws. You may view, download and print content for your own personal, non-commercial use only. You may not reproduce, distribute, modify, republish or exploit any content for commercial purposes without our prior written consent. All trade marks, trade names and brand elements displayed on the Website remain the property of their respective owners.

5. Disclaimer of Warranties

The Website and its content are provided on an “as is” and “as available” basis. While we take reasonable care to ensure that information on the Website (including product descriptions, vintages, pricing and availability) is accurate and current, we do not warrant that the Website will be uninterrupted, error-free, secure, or free of viruses. To the maximum extent permitted by law, we disclaim all warranties, whether express or implied, in relation to the Website itself. Nothing in this clause limits any right you may have under the Consumer Protection Act 68 of 2008 (“CPA”) in respect of goods you purchase.

6. Limitation of Liability

To the maximum extent permitted by law, the Operator shall not be liable for any indirect, incidental, special or consequential loss or damage arising out of or in connection with your use of, or inability to use, the Website. Nothing in these Terms excludes or limits our liability for fraud, for death or personal injury caused by our negligence, or for any liability that cannot lawfully be excluded under the CPA or other applicable law.

7. Third-Party Links and Content

The Website may contain links to third-party websites or resources, and may display third-party content. Such links and content are provided for your convenience only. We have no control over, and accept no responsibility for, the content, products, services or privacy practices of any third-party site. The inclusion of a link does not imply our endorsement.

8. Privacy and Data Collection

We process personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"). Our collection and use of your personal information is described in our **Privacy Policy**, which forms part of these Terms and is available on the Website. By using the Website you acknowledge that you have read the Privacy Policy.

9. Electronic Communications and Consent

In terms of sections 22 and 23 of ECTA, you agree that communications and contracts may be concluded electronically, and that an electronic communication is received once it is capable of being retrieved and processed by the addressee. You consent to receive transactional communications from us electronically (including order confirmations, delivery notices and account-related messages). Marketing communications will only be sent where permitted by law and, where required, with your consent, and you may opt out of marketing at any time.

10. Amendment and Termination

We may amend these Terms from time to time by posting the updated version on the Website. The amended Terms take effect from the date of posting, and your continued use of the Website constitutes acceptance of the amended Terms. We may suspend, withdraw or restrict the availability of all or any part of the Website for business or operational reasons, and we will try to give reasonable notice of any such suspension or withdrawal.

11. Governing Law, Dispute Resolution and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa. The parties will first attempt to resolve any dispute amicably through good-faith negotiation. Failing resolution, the parties consent, in terms of section 45 of the Magistrates' Courts Act 32 of 1944, to the jurisdiction of the Magistrate's Court having jurisdiction, notwithstanding that the claim may exceed that court's monetary jurisdiction, provided that we retain the right to institute proceedings in the High Court.

12. General

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full force and effect. Our failure to enforce any right does not constitute a waiver of that right. These Terms, together with the Privacy Policy and the Online Sale of Goods Terms and Conditions, constitute the entire agreement between you and us in respect of your use of the Website.

This document is a template prepared for adaptation to the Operator's specific circumstances. It is provided for drafting purposes and does not constitute legal advice. The bracketed, highlighted fields must be completed, and liquor-licensing and regulatory authorisation should be confirmed with a qualified attorney before the Website goes live.