

Privacy Policy

This Website under the domain name FishTec.co.za (the "Website") is owned by Eden Island Trading 576cc, (collectively called "FishTec", "we", "us" or "our" in this policy).

Persons accessing the FishTec Website, subject themselves to and agree to the FishTec terms conditions and privacy policy in its entirety, as set out below.

Website Disclaimer

The information and content made available on this Website is provided by FishTec, detailing information about our company and its services. We make no representations or warranties, implied or otherwise, that, amongst others, the content available on this Website is free from errors or omissions or that the service will be 100% uninterrupted and error-free.

We have taken, and will continue to take, due care and diligence that all information provided on this Website is, to the best of our knowledge and understanding, true and correct.

However, FishTec shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Website, any information or content provided from and through this Website.

There is no warranty of any kind, express or implied, regarding the information supplied on this Website or in respect of any aspect of our services. Any warranty implied by law is hereby excluded, except to the extent to which such exclusion would be unlawful.

Information, ideas and opinions expressed on this Website should not be regarded as professional advice. Users are encouraged to consult FishTec before taking any course of action related to information or opinions expressed on this Website.

This Website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user, prior to entering into any agreement with FishTec, to satisfy himself or herself that the service available through this Website will meet the user's individual requirements.

Usage

This Website is only intended to provide the user with information regarding FishTec, products offered, and services rendered. FishTec authorises the user to view, copy, download to a local drive, print, and distribute the content of this Website, or any part thereof, provided that: a. such content is used for informational and/or non-commercial purposes only; and b. any reproduction of the content of this Website, or portions thereof, must include the following copyright notice: © FishTec. Users wishing to use any content from this Website for commercial purposes may only do so with prior written permission from FishTec.

Property Rights

All content, trademarks and data on this Website, including but not limited to text, designs, graphics, and icons are the property of FishTec. As such they are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to the user

herein, all other rights to all intellectual property on this site are expressly reserved and no license to FishTec intellectual property has been granted on this Website

Information not Updated or to be relied on

While FishTec uses all reasonable efforts to include accurate and up-to-date information on the Website, FishTec makes no warranties or representations with respect to the content of the Website. FishTec assumes no responsibility for updating the Website or its content or notifying users of information that is inaccurate, incomplete, or out-of-date.

No Liability

FishTec assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing this Website or your downloading of any materials, data, text, or images from the Website.

FishTec will not be held responsible or liable for any interruption or discontinuance of any or all functionality of this Web Site, whether the result of actions or omission of FishTec or a third party.

FishTec accepts no responsibility or liability whatsoever arising from or in any way connected with the use of this Website or its content. FishTec will not be liable for the accuracy, completeness, adequacy, timeliness or comprehensiveness of the information contained on the Website.

Changes and Amendments

FishTec expressly reserves the right to alter and/or amend any information set out in this Website without notice. Furthermore, FishTec may at any time revise or update these terms and conditions. The user is bound by such revisions and should therefore periodically visit this page.

Agreements in terms of Section 21 of the Electronic Communications and Transactions Act

No information or data on this Website constitutes a solicitation, recommendation, endorsement or offer by FishTec, but merely an invitation to do business.

No agreements shall be concluded merely by sending a data message to this Website or its owners. Valid agreements require an acknowledgement and offer, or receipt from this Website.

Electronic Communications

By using this Website or communicating with FishTec by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

Security of Information

It is expressly prohibited for any person, business or entity to gain or attempt to gain unauthorised access to any page on this Website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this Website. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this Website or attempts to gain unauthorised access to any page on this Website shall be held criminally liable. In the event that FishTec should suffer any damage or loss, civil damages will be claimed.

FishTec also undertakes to ensure that any Personal Information that is processed by our organisation on behalf of the Responsible Party is held in a secure manner, which meets industry standards, and that such information is not shared outside of the scope of any Agreement.

We implement the appropriate technical and organisational measures to prevent the loss of, damage to, and/or unauthorised access or destruction of Personal Information.

Use of the FishTec Website in South Africa

This Website supports our FishTec customers in South Africa. If you are based in South Africa, FishTec is required to comply with the Protection of Personal Information Act (POPIA) when collecting, using and storing personal information in accordance with this privacy policy.

FishTec does not knowingly collect personal information from anyone under the age of 18 without parental or guardian consent. Should FishTec become aware that we have collected personal information from anyone under the age of 18 without verification of parental or guardian consent, FishTec will take steps to delete that personal information.

You have the right to request and instruct FishTec to correct or delete any personal information we hold about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or FishTec are no longer authorised to keep it. Please inform FishTec of such requests in writing.

Severability

These terms and conditions of use constitute the entire agreement between FishTec and the user of this Website. Any failure by FishTec to exercise or enforce any right or provision of these terms and conditions of use shall in no way constitute a waiver of such right or provision.

In the event that any term or condition of the use of this Website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such enforceability or invalidity and shall remain enforceable and applicable.

Applicable and Governing Law

This Website is hosted, controlled and operated from the Republic of South Africa, and thus South African law governs the use or inability to use this Website and these terms and conditions.

Contact Information

Any questions, queries, or requests to use any part of this Web Site can be directed to:

Telephone Number: (031) 262 8977

Postal Address: 44 Ashwin Avenue, Westville, 3630

Physical Address: 44 Ashwin Avenue, Westville, 3630

Alternatively, please make use of the “Contact Us” page to send FishTec an email

FishTec Commitment to Privacy

FishTec respects your privacy and is committed to keeping your information confidential. Generally, you can visit our Website without having to divulge any personal information about yourself. However, while using this Website you may choose to provide information about yourself, or it may be collected by us.

Personal information is used as is appropriate in the normal course of business to provide the products and services you have requested. We may retain any information for purposes of ongoing business relationships or to communicate directly with you.

The type of personal information FishTec collects is dependent on the type of service or interaction you wish to receive. Personal information FishTec collects may include: your name, address, phone number and other contact details (fax, email etc), merchandise information (purchases, orders etc), method of payment. You may decide not to provide your personal information to FishTec. However, if you do not provide it, we may not be able to provide you with access to certain information, products, or services. We do not store your banking details or credit card details, if supplied, for whatever reason, in any way.

How FishTec Collects Information

The personal information FishTec collect is generally supplied directly by you through our Website email contact form or from your email client. For example, the details you provide us when you place an order, enter a competition, submit an enquiry, or provide feedback to us. There are also certain situations in which FishTec may collect personal information about you from someone else. For example, we may collect information from third parties including public sources, our suppliers or your representatives.

Why FishTec Collects Your Information

FishTec collects personal information for a number of reasons, including to: deliver, administer and improve the products and services that we offer you, complete other transactions with you or on your behalf, protect against fraud or theft, provide offers and promotions that we consider may be of interest or benefit to you, maintain and update our records, protect and uphold the rights, property and safety of FishTec, our customers and others and generally endeavour to provide you with a premium customer experience.

Who FishTec Shares Your Information with

Any and all information collected at this Website and your email communications with us will be kept strictly confidential. Other than what is outlined below, your personal information will

not be sold, loaned, reused or otherwise disclosed to any organisation. This applies to e-mail addresses and all other personal information.

FishTec may exchange your personal information; name, address, telephone number and email address with others who perform part of our service delivery or provide other support services to us, for example: organisations that assist us with goods and services (Suppliers), shipping and delivery (Courier / Postnet), data processing, banking and payment institutions.

FishTec may otherwise use or disclose your personal information with your consent (or if FishTec has given you notification of the intended use or disclosure and you have not objected to that use or disclosure) or where required or authorised by law, which may include emergencies and assisting law enforcement agencies.

Third-Party Interaction

Please note that, while all attempts are made to secure information transmitted to this Website, if you are submitting personal details or other information over the Internet which you wish to remain private, there is a possibility that information you submit could be observed by a third party while in transit.

The FishTec.co.za Website may make use of third-party service providers who may have access to your personal data only to perform their tasks on your behalf and are obligated not to disclose or use it for any other purpose. Please view the third party service providers' relevant privacy policies for more information on how they collect and use personal data. Third-Party Service Providers may include, but is not limited to, Google, Facebook, YouTube and PayPal which this Website may use for, but not limited to, Analytics, Advertising, Behavioural Remarketing, Performance and Payments.

Be aware that this privacy policy only applies to the personal information that FishTec collects through this Website. FishTec holds no responsibility or liability for the collection, storage or usage of personal information through any such third-party Websites.

Personal Data

While using this Website, you may be asked to provide some personally identifiable information that can be used to contact or identify you. This information may be stored by the Website databases and logs. This personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Usage Data

Usage Data

Usage Data is collected automatically when you use this Website.

Usage Data may include information such as your Device's Internet Protocol address (IP address), browser type, browser version, the pages of the Website that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access this Website by or through a mobile device, the Website may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

The Website may also collect information that your browser sends whenever you visit this Website or when you access the Website by or through a mobile device.

Tracking Technologies and Cookies

This Website uses Cookies and similar tracking technologies to track the activity on the Website and store certain information. Tracking technologies used are beacons, tags, pixels, logs, and scripts to collect and track information and to improve and analyse the service.

You can instruct your browsers to refuse all Cookies or to indicate when a Cookie is being sent. However, if you do not accept Cookies, you may not be able to use some parts of the Website.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when you go offline, while Session Cookies are deleted as soon as you close your web browser.

Email Addresses and Contact Information

FishTec will only record your e-mail address and contact information if you send us a message/email. It will only be used for the purpose for which you provide it and will not be added to a mailing list unless you request that this be done. We will not disclose it without your consent.

Contact FishTec with Concerns

If you live in South Africa and wish to contact us concerning your personal information or any privacy concerns please contact:

Colleen Easton or John Easton

Telephone Number: (031) 262 8977

Email: sales@fishtec.co.za or fishon@fishtec.co.za