

Terms of Service 2019

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS (“**AGREEMENT**”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND CLOUD CHEFS, (PTY) LTD, A SOUTH AFRICAN COMPANY (“**COMPANY**”).

Cloud Chefs is a business in the food industry that enables online food ordering.

SECTION 12 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 12 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE SECTION 12 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

By accessing or using the website located at <https://www.cloudchefs.co.za/> (“**Website**”) in any way, downloading, installing or using the Company’s mobile application (“**Application**”) or any other software supplied by the Company (collectively, with the Application, the “**Software**”), accessing or using any information, services, features or resources available or enabled via the Website or Software (each, a “**Service**” and collectively, the “**Services**”), clicking on a button or taking similar action to signify your affirmative acceptance of this Agreement, or completing the Cloud Chefs account registration process, you hereby represent that: (1) you have read, understand, and agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time at <https://www.cloudchefs.co.za/> or through the Services; (2) you are of legal age in the jurisdiction in which you reside to form a binding contract with Company; and (3) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any company, organization or other legal entity you have named as the user during the Cloud Chefs account registration process and to bind that company, organization or entity to the Agreement. The terms “you,” “user” and “users” refer to all individuals and other persons who access or use the Website, Software, and/or Services, including, without limitation, any companies, organizations or other legal entities that register accounts or otherwise access or use the Services through their respective employees, agents or representatives. ***Except as otherwise provided herein, if you do not agree to be bound by the Agreement, you may not access or use the Website, the Services, or the Software***

Subject to Section 12(h) of this Agreement, the Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Website, Software or Services at any time, effective upon posting of an updated version of this Agreement on the Website or Software. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

The Company uses a network of independent third-party contractors (***delivery Partners***) who provide delivery services to our users and Food Service Partners. It is up to each delivery partner to provide such delivery services. The Food Service Partners available through our Services (“***Food Service Partners***”) also operate independently of the Company. The Company will not assess the suitability, legality or ability of any Delivery partner or Food Service Partners. The Company is not responsible for the Food Service Partners’ food preparation or safety and does not verify their compliance with applicable laws or regulations. The Company has no responsibility or liability for acts by any third-party Food Service Partners or delivery partner, other than as stated herein.

1. User Representations, Warranties and Covenants

By using the Services, you expressly represent and warrant that you are legally entitled to enter this Agreement. Your participation in using the Services is for your sole, personal or internal business use. When using the Services, you agree to comply with all applicable laws from your home nation, and the country, state and city in which you are present while using the Services.

You may only access the Services using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software for your device. The Company reserves the right to terminate your use of the Software and/or Services should you be using the Software or Services with an incompatible or unauthorized device.

By using the Services, you agree that:

- 1.1. You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes.
- 1.2. You will not use the Services to cause nuisance, annoyance or inconvenience.
- 1.3. You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Food Service Partners, user or Delivery Partner, unless the Company has given you permission to do so in writing.
- 1.4. You will not copy or distribute the Software or any content displayed through the Services without prior written permission from the Company.
- 1.5. You will not create or compile, directly or indirectly, any collection, compilation, or other directory from any content displayed through the Services except for your personal, non-commercial use.
- 1.6. The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.
- 1.7. You are aware that when requesting Services by SMS text messages, standard messaging charges will apply.
- 1.8. You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services.
- 1.9. You will only use the Services for your own use and will not resell either the Software or Services to a third party.
- 1.10. You will not use the Website or Software in any way that could damage, disable, overburden or impair any Company server, or the networks connected to any Company server.
- 1.11. You will not attempt to gain unauthorized access to any part of the Website and/or to any service, account, resource, computer system and/or network connected to any Company server.
- 1.12. You will not deep-link to the Website or access the Website manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy or monitor any portion of the Website or any content on the Website, unless the Company has given you permission to do so in writing.
- 1.13. You will not copy any content displayed through the Services, including but not limited to Food Service Partners' menu content and reviews, for republication in any format or media.

- 1.14. You will not conduct any systematic retrieval of data or other content from the Website, Software or Services.
- 1.15. You will not try to harm other Users or the Company, the Website, Software or Services in any way whatsoever.
- 1.16. You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Website, Software or Services.
- 1.17. You will not abuse our promotional or credit code system by redeeming multiple coupons at once.

2. User Account

You are the sole authorized User of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account by minors. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify the Company immediately. If you provide any information that is untrue, inaccurate, not current, or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an account or use the Services if you have been previously removed by the Company, or if you have been previously banned from use of the Services.

3. User Content

3.1

User Content. The Company may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, "User Content"). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit ("Make Available") through the Services. You hereby grant the Company a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sub-licensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with the Company's business and in all forms now known or hereafter invented ("Uses"), without notification to and/or approval by you. You further grant the Company a license to use your username and/or other User profile information, including without limitation your ratings history, to attribute User Content to you in connection with such Uses, without notification or approval by you.

3.2

Feedback. You agree that any submission of any ideas, suggestions, and/or proposals to the Company through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that the Company has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Company a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sub-licensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

3.3

Ratings and Reviews. To the extent that you are asked to rate and post reviews of Food Service Partners or other businesses ("Ratings" and "Reviews"), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by the Company and do not represent the views of the Company or its affiliates. The Company does not assume liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity

with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on first-hand experience with the Food Service Partner or business; (ii) you will not provide a Rating or Review for any Food Service Partner or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company's competitors; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Food Service Partner or business and (iv) your review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews, we may exclude such User Content without notice.

4. Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Website, the Software and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Website, the Software or the Services, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Website, the Software and Services are trademarks of the Company or third parties, and no right or license is granted to use them. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Software or the Services.

5. Payment Terms

5.1

Prices. You understand that: (a) the prices for menu items displayed through the Services may differ from the prices offered or published by Food Service Partners for the same menu items and/or from prices available at other third-party websites and that such prices may not be the lowest prices at which the menu items are sold; (b) the Company has no obligation to itemize its costs, profits or margins when publishing such prices; and (c) the Company reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on the Company's income). Payment will be processed by the Company, using the preferred payment method designated in your account.

5.2

No Refunds. Charges paid by you for completed and delivered orders are final and non-refundable. The Company has no obligation to provide refunds or credits, but may grant them, in each case in Company's sole discretion.

5.3

Promotional Offers. The Company, at its sole discretion, may make promotional offers with different features and different rates to any of our Users. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. We encourage you to check back at our Website periodically if you are interested in learning more about how we charge for the Software or Services.

6. Third-Party Interactions

6.1

Third-Party Websites, Applications and Advertisements. The Services may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**") and advertisements ("**Third-Party Advertisements**") (collectively, "Third-Party Websites & Advertisements"). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Advertisement, the Company will not warn you that you have left the Company's Website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of the Company. The Company is not responsible for any Third-Party Websites, Third-Party Applications or any Third-Party Advertisements. The Company provides these Third-Party Websites & Advertisements only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to

such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

7. Transactions Involving Alcohol

You may have the option to request delivery of alcohol products in some locations and from certain Food Service Partners. If you receive your delivery South Africa, you agree that you will only order alcohol products if you are 18 years of age or older. If you receive your delivery in another country, you agree that you will only order alcohol products if you are of legal age to purchase alcohol products in the relevant jurisdiction. You also agree that, upon delivery of alcohol products, you will provide valid government-issued identification proving your age to the Delivery partner delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products. If you order alcohol products, you understand and acknowledge that neither the Company nor the Delivery Partner can accept your order of alcohol products, and the order will only be delivered if the Food Service Partner accepts your order. The Delivery Partner reserves the right to refuse delivery if you are not 18 years of age, if you cannot provide a valid government issued ID, if the name on your ID does not match the name on your order, or you are visibly intoxicated. If the Delivery Partner is unable to complete the delivery of alcohol products for one or more of these reasons, you are subject to a non-refundable restocking fee equivalent for the transaction pursued.

8. Indemnification

You agree to indemnify and hold harmless the Company and its officers, directors, employees, agents and affiliates (each, an **“Indemnified Party”**), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys’ fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content; (b) your misuse of the Website, Software or Services; (c) your violation of this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Website, Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, you agree to pay for the defence of the Indemnified Party, including reasonable costs and attorneys’ fees incurred by the Indemnified Party. The Company reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defences. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party’s negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website, Software or Services. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Website, Software and/or Services.

9. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF THE WEBSITE, SOFTWARE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE WEBSITE, SOFTWARE AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE WEBSITE, SOFTWARE AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE WEBSITE, SOFTWARE OR SERVICES, OR THE SERVICES, SOFTWARE, TEXT, GRAPHICS OR LINKS.

THE COMPANY DOES NOT WARRANT THAT THE WEBSITE, SOFTWARE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, SOFTWARE OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE WEBSITE, SOFTWARE OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

10. Internet Delays

The Company's Website, Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in the Company's privacy policy or as otherwise required by applicable law, the Company is not responsible for any delays, delivery failures, or other economic damage resulting from such problems.

11. Limitation of Liability

11.1

Cap on Liability. TO THE FULLEST EXTENT OF LAW THE COMPANY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF (a) AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO THE COMPANY IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AND (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF THE COMPANY FOR (a) DEATH OR PERSONAL INJURY CAUSED BY THE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR (b) ANY INJURY CAUSED BY THE COMPANY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.2

Disclaimer of Certain Damages. TO THE FULLEST EXTENT OF LAW THE COMPANY SHALL NOT BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WEBSITE, SOFTWARE, OR SERVICES INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE WEBSITE, SOFTWARE, OR SERVICES, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY FOOD SERVICE PARTNERS, DELIVERY PARTNER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SOFTWARE OR SERVICES, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 12 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT".

12.1

Scope of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Services as a consumer of our Services, to any advertising or marketing communications regarding the Company or the Services, to any products or services sold or distributed through the Services that you received as a consumer of our Services, or to

any aspect of your relationship or transactions with Company as a consumer of our Services will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or the Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.

12.2

CASES MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

12.3

IF YOU AGREE TO ARBITRATION WITH THE COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

12.4

Your agree to appoint the Arbitration Foundation of South Africa as the arbitrator In terms of South Africa's Arbitration Act, No 42 of 1965 (as amended)

12.5

Waiver of Class or Consolidated Actions. YOU AND THE COMPANY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor the Company is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 13.

12.6

Opt-Out. You may opt out of this Arbitration Agreement. If you do so, neither you nor the Company can force the other to arbitrate as a result of this Agreement. To opt out, you must notify the Company in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Cloud Chefs username (if any), the email address you used to set up your Cloud Chefs account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: info@cloudchefs.co.za

12.7

Survival. This Arbitration Agreement will survive any termination of your relationship with the Company.

12.8

Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if the Company makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to the Company.

12.9

Laws: This website is governed by the laws of South Africa and (Cloud Chefs) chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, arises.

13. Exclusive Venue

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and the Company agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the courts located Gauteng, Johannesburg South Africa if you are a South African citizen or resident and a non South African Citizen

14. Termination

At its sole discretion, the Company may modify or discontinue the Software or Service, or may modify, suspend or terminate your access to the Software or the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, the Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Software or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

15. General

15.1

No Joint Venture or Partnership. No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Software or Services.

15.2

Payments: Payment for your order can be made in the following ways:

Payment by credit card may only be made when an order is placed via the website or App. Where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. You will be redirected to the secure site of our payment gateway, which is not owned by Cloud chefs or under Cloud chefs control, and for which you acknowledge Cloud chefs is not responsible in law. Such payment gateway is however committed to upholding strict security standards, and at no stage will Cloud chefs store your credit card details. We are entitled to withhold processing the order until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the Food will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the order charges. You also warrant that your credit card has sufficient available funds to cover all the order charges; You warrant that you are fully authorised to use the credit card supplied for purposes of paying the order charges. You also warrant that your credit card has sufficient available funds to cover all the order charges

Card transactions will be acquired for (Cloud Chefs) via PayGate (Pty) Ltd who are the approved payment gateway for all South Africa Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

Customer details will be stored by (Cloud Chefs) separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to www.paygate.co.za.

Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the (Cloud Chefs) bank account, the details of which will be provided on request.

15.3

Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and the Company relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Delivery Partner.

15.4

Restrictions: The offering on this website is available to South African clients only.

15.5

Privacy Policy: Cloud Chefs shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569

15.6

Company Details: This website is run by Cloud Chefs (Private Company) based in South Africa trading as Cloud Chefs and with registration number 2017/515085/07 and M Mayisa as office bearer.

Cloud Chefs contact details:

Company Physical Address: 621 Keeshond Street, Garsfontein, Pretoria, 0081.

Email: info@cloudchefs.co.za

Telephone: +27 761919767