

SOUVLA BRAAI

SITE TERMS AND CONDITIONS OF USE AGREEMENT

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, applicable laws and regulations and their compliance. Please read the following Terms of Use Agreement (“Agreement”) carefully before utilising the SOUVLA BRAAI Website (“the Website”). SOUVLA BRAAI’s Privacy Policy <https://souvlabraai.co.za> is incorporated by reference into this Agreement and is subject to this Agreement. SOUVLA BRAAI may amend this Agreement at any time. All amended Terms shall be effective automatically and immediately upon the posting of the revised Agreement and any subsequent activity in relation to the Website shall be governed by such amended Terms and Conditions of usage. If You do not agree to the Terms of this Agreement, please do not use the Website.

This Agreement was last revised on 2 NOVEMBER 2020

You are advised to regularly check the Website www.souvlabraai.co.za for any amendments or updates.

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1. Use of the Website

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- 1.1. Your usage of the Website constitutes Your acceptance of these Terms and Your resultant obligations towards SOUVLA BRAAI, the owner of the Website. If You do not agree to the Terms, You are not authorised to use the Website.
 - 1.2. By accessing or using the Website You represent that You have the legal authority to accept the Terms on behalf of Yourself and any party You represent in connection with Your use of the Website.
 - 1.3. You may not use the Website for any purpose that is unlawful or prohibited by these Terms, any applicable amended Terms & Conditions, or any other conditions or notices that are made available on the Website. Unauthorised use of this Website may result in SOUVLA BRAAI instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence.
 - 1.4. You may terminate this Agreement by ceasing use of the Website if You do not agree to the Terms or any alteration thereto. Your continued use of the Website after amended Terms & Conditions are effective is evidence of the fact that You have read, understood and agreed to those Terms & Conditions.
 - 1.5. SOUVLA BRAAI reserves the right to withdraw or amend the Website service without notice.

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2. Acceptable Use

- 2.1. When using the Website, Users agree not to do any of the following:
 - 2.1.1. Use the Website in any way, or to any effect, that breaches any law or regulation or that is fraudulent;
 - 2.1.2. Use or transfer content on the Website that You do not have the right to use or transfer under intellectual property, confidentiality, privacy or other applicable laws;
 - 2.1.3. Use or transfer unsolicited or unauthorised content, including advertising or promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of unsolicited or unwelcome solicitation or advertising;
 - 2.1.4. Use or transfer content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Website or servers or networks connected to the Website, or that infringes any requirements, procedures, policies or regulations of networks connected to the Website;
 - 2.1.5. To gain or attempt to gain unauthorised access to any part of the Website. This includes the use of any malicious or damaging software (such as viruses, trojans and worms) in order to gain or attempt to gain unauthorised access to any part of the Website.
 - 2.1.6. Transfer content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of Your obligations to any person or contrary to any applicable laws and regulations;
 - 2.1.7. Use or attempt to use another’s services or personal information;
 - 2.1.8. Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the Website;
 - 2.1.9. Attempt to gain unauthorised access to the Website, computer systems or networks connected to the Website, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted through the Website;
 - 2.1.10. Use any means to bypass measures We use to restrict access or use of the Website;
 - 2.1.11. Impersonate another person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - 2.1.12. Interfere with any other’s use and enjoyment of the Website.

If You breach these Terms, Your permission to use the Website terminates immediately.

3. Electronic Signature

- 3.1 You agree to be bound by any affirmation, assent, communication or agreement You transmit through the Platform, including but not limited to any consent You give to receive communications from

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SOUVLA BRAAI solely through electronic transmission. You agree that, when in the future You click on “I agree,” “I consent,” “Submit,” or other similarly worded “button” or entry field with your mouse, keystroke or other computer device, Your agreement or consent will be legally binding and enforceable and the legal equivalent of Your handwritten signature.

4. Disclaimer

4.1 The products on this Website could incorporate typographical or photographic mistakes. SOUVLA BRAAI may roll out improvements to the materials and products contained on this site whenever and without notification .

4.2 You acknowledge, by use of this Website, that Your use of this Website is at Your sole risk.

5. Warranties

5.1 Every effort is made to keep the Website up and running smoothly. However, SOUVLA BRAAI takes no responsibility for, does not warrant and will not be liable for the Website being temporarily unavailable due to technical issues beyond its control.

5.2 All information contained on the Website is provided by SOUVLA BRAAI and/or its partners, agents or representatives, without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties that the functions or content contained on the Website will be uninterrupted or error-free, that errors will be corrected, or that SOUVLA BRAAI’s servers are free of viruses or other harmful components. SOUVLA BRAAI does not warrant or make any representation regarding the use or the result of use of the content in terms of accuracy, reliability or otherwise.

6. Indemnities

6.1 You agree to defend, indemnify and hold SOUVLA BRAAI, its officers, directors, employees, agents and/or representatives, harmless from and against any claims, actions or demands, liabilities and settlements including (and without limitation to) reasonable legal fees, resulting from, or alleged to result from, Your use of the Website. SOUVLA BRAAI shall not be responsible or liable whatsoever in any manner for any content posted on the Website (including claims of infringement relating to content posted on the Website for Your use, or for the conduct of third parties whether on the Website or otherwise relating to the Website).

7. Intellectual Property

7.1. All rights in the Website and the content on the Website including copyright, design rights, database rights, trade marks, patents, inventions, knowhow, source codes and any other intellectual property rights in any of the foregoing are reserved for SOUVLA BRAAI and/or SOUVLA BRAAI’s content and technology providers.

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- 7.2. The SOUVLA BRAAI logo displayed is subject to copyright protection. The text, images, graphics, and their arrangement on the Website are all subject to copyright and other intellectual property protection. These objects may not be copied for commercial use or distribution (unless otherwise indicated), nor may these objects be modified or reposted to other websites without written consent.
- 7.3. The Website may contain further text, images, graphics, that are subject to the copyright of third parties and You agree not to use such materials in a manner that violates the rights of such third parties.
- 7.4. You may not (and may not authorise another party to): frame or otherwise co-brand the Website (for example, by displaying a name, logo, trademark or other means of attribution) in a manner that is reasonably likely to give a user the impression that You or a third party has the right to display, publish or distribute the Website.
- 7.5. No license to SOUVLA BRAAI's intellectual property or the intellectual property of third parties has been granted to You unless otherwise indicated.
- 7.6. You may view, download and print content from the Website for information purposes only.
- 7.7. You may not modify the paper or digital copies of any materials You have printed or downloaded from the Website.
- 7.8. You may not use any part of materials on this Website for commercial purposes without obtaining a license from SOUVLA BRAAI or their licensors to do so.

8. Links

- 8.1. This Website may include links to other websites. These links are provided for Your convenience for the purposes of providing further information to You. Such links do not signify that SOUVLA BRAAI endorses the website(s) linked to this Website. You agree that SOUVLA BRAAI shall have no responsibility or bear no liability in relation to the content of the linked website(s). Content hosted on third party websites is the responsibility of those websites, and not of SOUVLA BRAAI.
- 8.2. You may not create a link to the SOUVLA BRAAI's Website from another website or document without prior written consent from SOUVLA BRAAI. SOUVLA BRAAI reserves the right to withdraw linking permission without notice. The website from which the link originates must comply with the content standards set out in 'Acceptable Use' above.

9. Jurisdiction

- 9.1. These Terms and any dispute relating to these Terms will be construed and interpreted in accordance with the laws of the Republic of South Africa and You hereby consent to the exclusive jurisdiction of the South African courts.
- 9.2. If any provision of the Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.
- 9.3. The Website is controlled and offered by SOUVLA BRAAI from its facilities in South Africa. SOUVLA BRAAI makes no representations that the Website is suitable or available for use in other countries. If

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You are accessing or using this Website from other countries or jurisdictions, You do so at Your own risk and You are responsible for compliance with local law.

10. Amendments to Terms & Conditions

- 10.1. SOUVLA BRAAI BUTHERY may change these Terms at any time by posting the amended Terms & Conditions on the Website. All amended Terms & Conditions are immediately and automatically effective after they are posted onto the Website. Use of the Website shall be governed by such amended Terms & Conditions. You are advised to regularly check these Terms & Conditions for any amendments.
- 10.2. Amended Terms & Conditions shall apply to any disputes that arise after the posting of such terms on the Website.
- 10.3. You can easily view when this Agreement was last revised by checking the date as set out above.
- 10.4. Using the Website or sending Us an email or contacting or communicating with Us in any way, does not create an attorney-client relationship between You and any member of SOUVLA BRAAI In particular, but without limitation, use of any of the Website's sources or downloadable documents does not constitute legal advice nor does it create an attorney-client relationship.

11. Waiver

- 12.1 Any failure by SOUVLA BRAAI to exercise or enforce any part of this Agreement shall not be construed as a waiver of such right to exercise or enforce any part of this Agreement.

12. Severability

- 13.1. If any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.