

FoodGuru - Terms and Conditions

IMPORTANT LEGAL NOTICE

This page sets out the terms and conditions ("**Terms**") on which we, XLink Communications (Pty) Ltd in association with HelloThing (Pty) Ltd FoodGuru.ai Ltd ("**we**", "**our**" or "**FoodGuru**"), provide access to the website www.foodguru.ai and www.foodguru.menu and any FoodGuru mobile application through which you order Items or utilise value-added functionality (together, "**the Platform**").

Please read these Terms carefully before accessing and using the functionality through the Platform and/or ordering any Items. By accessing and using the Platform (whether now or in the future), you agree to be bound by these Terms. Use of your personal information submitted via the Platform is governed by our Privacy Notice. Reference to "Terms" include the terms of the Privacy Notice.

If you do not accept these Terms, you should leave the Platform immediately, and you will not be able to use any of the functionality or order any Items through the Platform. We reserve the right to change these Terms from time to time by changing them on this page. We advise you to print a copy of these Terms for future reference.

For the avoidance of doubt, please note that references to "**Platform**" in these Terms include any current or future version of our websites www.foodguru.ai and www.foodguru.menu and any FoodGuru mobile application through which you access and use our Platform, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing and using our Platform that may be developed from time to time).

TERMS AND CONDITIONS OF USE

1. INTRODUCTION AND OUR ROLE

- 1.1. **Company details:** XLink Communications (Pty) Ltd, a company registered in South Africa with reg no 2004/000478/07, which is licenced to deploy, use and exploit the FoodGuru Platform under licence from HelloThing (Pty) Ltd, a company registered in South Africa with reg no 1999/019582/07, the duly authorised representative of FoodGuru.ai in South Africa.
- 1.2. **Scope of functionality:** We provide a way for you to communicate and pay for your orders ("Orders") for food, beverage, or any other product or service ("Items") for delivery by or collection from any retailers ("Merchants") displayed on the Platform, or to utilise any other value-added functionality offered by the Platform. The legal contract for the supply and purchase of Items is between you and the Merchant that you place your Order with, and we will facilitate the sale of Items on behalf of the Merchants in all cases.

2. WEBSITE ACCESS AND TERMS

- 2.1. **Platform access:** You may access some areas of the Platform without placing an Order or registering your details with us. Most areas of the Platform are open to everyone.
- 2.2. **Acceptance of terms:** By accessing any part of the Platform you indicate that you accept these Terms. If you do not accept these Terms, you should leave the Platform immediately, and you will not be able to utilise any functionality or order any Items through the Platform.
- 2.3. **Revision of terms:** We may revise these Terms at any time, and issue supplemental terms that may apply to any component, component thereof or event such as a promotion ("Supplemental Terms"). Any such Supplemental Terms shall be deemed to be a part of these Terms for the purposes of the applicable component and/or event. You should check the Platform regularly to review the current Terms, because they are binding on you. You will be subject to the policies and terms and conditions in force at the time that you use the Service or place an Order through us.
- 2.4. **Responsibility:** You are responsible for making all arrangements necessary for you to have access to the Platform. You are also responsible for ensuring that all persons who access the Platform through your account or Internet connection are aware of these Terms and that they comply with them.

3. YOUR STATUS

- 3.1. **User account:** In order to use the Platform, you must register for and maintain an active personal user account. You may not authorise a third party to use your account, and you agree to maintain the security and secrecy of your account credentials. You remain responsible for all activity under your account, which may include online purchases.
- 3.2. **Capacity and age:** By registering a user account and/or placing an Order through the Platform, you warrant that:
 - 3.2.1. You are legally capable of entering into binding contracts with the Merchant; and
 - 3.2.2. You are at least 18 years old.
- 3.3. **You acknowledge and agree that -**
- 3.4. you have read and understood the Privacy Notice including the information we collect, for what purpose and with whom we share it;
- 3.5. you know your rights to privacy under the relevant applicable law and will opt out of receiving any communications and/or object to the processing of any information in respect of which you do not agree and/or exercise your right to be forgotten, however this may impact your use of the Service;

- 3.6. if you have a specific dietary restriction including a food allergy or intolerance, you will contact the Merchant directly to check that the food is suitable for you before placing your Order and will communicate any allergens or dietary restrictions to the Merchant through the "Additional Information" textbox at checkout or the chat function provided on the Platform.
- 3.7. **Alcohol, cigarettes and other smoking products:**
- 3.8. You acknowledge and agree that: it is an offence for any person under the age of 18 to buy, or attempt to buy, alcohol, or for any person to buy, or attempt to buy, alcohol, tobacco or other smoking products on behalf of any person who is under the age of 18;
- 3.9. If your Order includes any alcohol, cigarettes or other smoking products, you will be asked to provide proof of your age on collection or delivery of your Order. If you are unable to provide proof that you are aged 18 or over to the satisfaction of your chosen Merchant or his representative ("Driver"), or if the Merchant/Driver reasonably believes that the alcohol, cigarettes or other smoking products you have ordered have been bought by you on behalf of someone under the age of 18, the Merchant/Driver reserves the right not to complete the delivery or collection of the alcohol, cigarettes or other smoking products to you and you will be held liable for all charges incurred.

4. HOW TO MAKE AN ORDER AND HOW IT IS PROCESSED

- 4.1. **Compiling your Order:** Once you have selected the Items you wish to order from the menu of your chosen Merchant or elected to use any functionality and provided the other required information, you will be given the opportunity to review your Order and/or the information submitted to the Platform and if you are satisfied, submit your Order/information by clicking or selecting the "proceed", "place my order" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so you will be entering into a binding contract with the Merchant and errors cannot thereafter be corrected (subject to paragraph 4.2. below).
- 4.2. **Amending or cancelling your Order:** Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund (please refer to paragraphs 4.4 and 5.6 for details of the process relating to rejected Orders and refunding of payment). If you wish to change or cancel your Order, you may contact the Merchant via the chat mechanism as described in paragraph 6.3. However, there is no guarantee that the Merchant will agree to your requests as they may have already started processing your Order.
- 4.3. **Payment authorisation:** Where any payment you make is not authorised, your Order will not be processed or communicated to the relevant Merchant.
- 4.4. **Processing your Order and Merchant rejections:** On receipt of your Order, we will send it to the relevant Merchant and will notify you via the app that your Order has been received and is being

processed. Please note that any confirmation you may receive serves as a confirmation that you have a contract for the sale of Items with a Merchant, but does not necessarily mean that your Order will be fulfilled by the Merchant. We encourage all our Merchants to accept all Orders and to communicate any rejection promptly, and we will notify you as soon as reasonably practicable if a Merchant rejects your Order. However, Merchants have the ability to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. In doing so, Merchants will be in breach of their agreement with you and any payment made in respect of the order will be returned to you in accordance with paragraph 5.6 below.

- 4.5. **Delivery of your Order:** Estimated times for deliveries and collections are provided by the Merchants and are only estimates. Neither we nor the Merchants/Drivers guarantee that Orders will be delivered or will be available for collection within the estimated times. You are responsible to ensure that the delivery address is correct, and that you are available to receive the delivery, and you will remain liable for all charges incurred.

5. PRICE AND PAYMENT

- 5.1. **Third party provider charges:** Payment for Items ordered from a Merchant via the Platform, will be facilitated by us on behalf of the Merchant. Payment of the charges in such manner shall be considered the same as payment made directly by you to the Merchant.
- 5.2. **VAT and delivery costs:** Item prices will be as quoted on the Platform as listed by the Merchant. These prices include VAT but may exclude delivery costs (if you opt for delivery instead of collection) and any administration or service charge imposed by the Merchant. These will be added to the total amount due where applicable.
- 5.3. **Incorrect pricing:** This Platform contains a large number of menus and it is possible that some of the menus may include incorrect prices. If the correct price for an Order is higher than the price stated on the Platform, we will normally contact you before the relevant Order is dispatched. In the event that the price contains an inadvertent and obvious error, neither we nor the relevant Merchant is under any obligation to ensure that the Order is provided to you at the incorrect lower price or to compensate you in respect of incorrect pricing.
- 5.4. **Payment methods:** Payment for Orders must be made by an accepted credit or debit card or wallet (if available) through the Platform or, where the Merchant allows it.
- 5.5. **Card payments:** The payment processor may instruct the cardholder's issuing bank to reserve an amount before the transaction is processed and this may differ from the final authorised amount (which is the full transaction amount). Timing of the deduction of the full transaction amount from the

cardholder's account and the release of reserved funds on the cardholder's account is dependent on the relevant Bank and the associated prevailing rules of the National Payments System.

- 5.6. **Credit and discount vouchers:** A credit or discount may apply to your Order if you use a promotional voucher or code recognised by the Platform and endorsed by FoodGuru, and you pay for any balance by credit or debit card or wallet. Please note that because of standard banking procedures, your bank or card issuer will initially "ring-fence" the full amount of the Order (before any credit or discount) in your account for between 3 to 5 working days (or longer, depending on your bank or card issuer), and this amount will therefore be unavailable in your account for that period. The credit or discount will be applied at the time your bank or card issuer transfers the funds for your Order to us, at which point the credit or discounted amount will not be transferred to us and will instead be released by your bank or card issuer back into your available balance. You acknowledge and agree that neither we nor the relevant Merchant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.
- 5.7. **Authorisations:** Because of standard banking procedures, once you have submitted an Order that you are paying for by credit or debit card or wallet and your payment has been authorised, your bank or card issuer will "ring-fence" the full amount of your Order. If your Order is subsequently rejected by the Merchant (as described in paragraph 4.4 above) or cancelled for any other reason, your bank or card issuer will not transfer the funds for the Order to us, and will instead release the relevant amount back into your available balance. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Merchant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

6. CUSTOMER CARE

- 6.1. **General:** Customer care is extremely important to us. Subject to paragraphs 6.5 and 11, our Customer Care team will therefore try to assist you where possible if you have any problems with your Order. You can contact our Customer Care team by clicking or selecting the "Chat Support" button or similar shown on the Platform.
- 6.2. **Questions about your Order:** If your Order is taking longer than expected or you have any other problems with your Order, you can contact the Merchant through the 'Chat' button on the order directly.
- 6.3. **Changing or cancelling your Order:** If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact the Merchant through the 'Chat' button on the order directly.

- 6.4. **Feedback:** In the event that you are dissatisfied with the quality of any Items or the service provided by a Merchant, please consider providing feedback in the form of ratings, comments and reviews on the Platform (together, "Reviews") to reflect your experience. The Reviews are an important part of our quality control process.
- 6.5. **Complaints:** If you are dissatisfied with the quality of any Items or the service provided by a Merchant and wish to seek a refund, a proportionate price reduction or any other compensation, you should contact the Merchant directly to lodge your complaint and, where appropriate, follow the Merchant's own complaint procedures. If you are unable to contact the Merchant, or the Merchant refuses to deal with your complaint, you can contact our Customer Care Team as described above within 48 hours of placing your Order and one of our Customer Care Advisers will attempt to contact the Merchant in order to request resolution on your behalf. Please note, however, that the legal contract for the supply and purchase of Items is between you and the Merchant that you place your Order with. We have no control over Merchants and the quality of the Items or service that they provide, and we are not able to provide, and have no responsibility or liability for providing, any compensation to you on behalf of any Merchant.

7. LICENCE

- 7.1. **Terms of permitted use:** You are permitted to use the Platform and print and download extracts from the Platform for your own personal non-commercial use on the following basis:
- 7.1.1. You must not misuse the Platform (including by hacking or "scraping").
- 7.2. Unless otherwise stated, the copyright and other intellectual property rights in the Platform and in material published on it (including without limitation photographs and graphical images) are owned by us or our licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Terms, any use of extracts from the Platform other than in accordance with paragraph 7.1 is prohibited.
- 7.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 7.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.
- 7.4. You must ensure that our status as the author of the material on the Platform is always acknowledged.
- 7.5. You are not allowed to use any of the materials on the Platform or the Platform itself for commercial purposes without obtaining a licence from us to do so.
- 7.6. **Limitation on use:** Except as stated in paragraph 7.1, the Platform may not be used, and no part of the Platform may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.

7.7. **Reservation of rights:** Any rights not expressly granted in these Terms are reserved.

8. WEBSITE ACCESS

8.1. **Platform availability:** The Platform is provided “as is” and “as available”. While we try to ensure the Platform is normally available twenty four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Platform is unavailable at any time or for any period.

8.2. **Suspension of access:** Access to the Platform may be suspended temporarily at any time and without notice.

8.3. **Information security:** The transmission of information via the Internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Platform; any transmission is at your own risk.

9. VISITOR MATERIAL AND REVIEWS

9.1. **General:**

9.2. Other than personally identifiable information, which is covered under our Privacy Policy any material you post, upload or transmit or upload to the Platform (including without limitation Reviews) Visitor Material will be considered non-confidential and non-proprietary. By posting, uploading or transmitting any Visitor Material, you represent and warrant that you own or otherwise control all of the rights to such Visitor Material. You agree that we will have no obligations with respect to any Visitor Material, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Visitor Material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

9.3. You represent and warrant that that any Visitor Material you post, upload or transmit does not and will not breach any of the restrictions in paragraphs 9.2 to 9.3 below.

9.4. **Visitor Material Policy:** You are prohibited from posting, uploading or transmitting to or from the Platform any Visitor Material (including any Reviews) that:

9.4.1. breaches any applicable local, national or international law;

9.4.2. is unlawful or fraudulent;

9.4.3. amounts to unauthorised advertising; or

9.4.4. contains viruses or any other harmful programs.

9.5. **Visitor Reviews Policy:** In particular (but without limitation), any Reviews that you submit through the Platform must not:

- 9.5.1. contain any defamatory, obscene or offensive material;
- 9.5.2. promote violence or discrimination;
- 9.5.3. infringe the intellectual property rights of another person;
- 9.5.4. breach any legal duty owed to a third party (such as a duty of confidence);
- 9.5.5. promote illegal activity or invade another's privacy;
- 9.5.6. give the impression that they originate from us; or
- 9.5.7. be used to impersonate another person or to misrepresent your affiliation with another person.
- 9.6. **Removal of Reviews:** The prohibited acts listed in paragraphs 9.2 and 9.3 above are non-exhaustive. We reserve the right (but do not undertake, except as required by law, any obligation) and have the sole discretion to remove or edit at any time any Reviews or other Visitor Material posted, uploaded or transmitted to the Platform that we determine breaches a prohibition in paragraphs 9.2 or 9.3 above, is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any other reason.
- 9.7. **Use of Reviews:** The Reviews and other Visitor Material contained on the Platform are for information purposes only and do not constitute advice from us. Reviews and Visitor Material reflect the opinions of customers who have ordered through the Platform or other third parties, and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, we assume no responsibility or liability to any person for any Reviews or other Visitor Material, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.
- 9.8. **Images:** Any images of food displayed on the Platform are provided as a design feature of the Platform only and may not be either (a) an image of food prepared or produced by the Merchant from which you choose to order; or (b) representative of the food you receive from a Merchant.
- 9.9. **Liability:** You agree to indemnify us against any losses, damages and claims (and all related costs) incurred by or made against us by a Merchant or any other third party arising out of or in connection with any Reviews or other Visitor Material that you provide in breach of any of the representations and warranties, agreements or restrictions set forth in this paragraph 9.
- 9.10. **Disclosure to authorities and courts:** You acknowledge that we will fully co-operate with any competent authority requesting or directing us to disclose the identity or location of anyone posting any Reviews or other Visitor Material in breach of paragraph 9.2 or 9.3 or any other applicable restriction and you release us to the fullest extent permitted by law from all liability in relation to such disclosure.

10. LINKS TO AND FROM OTHER WEBSITES

- 10.1. **Third party websites:** Links to third party websites on the Platform are provided solely for your convenience. If you use these links, you leave the Platform. We have not reviewed and do not control any of these third party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third party websites linked to the Platform, you do so entirely at your own risk.
- 10.2. **Linking permission:** You may link to the Platform's homepage (www.foodguru.ai and www.foodguru.menu), provided that:
- 10.2.1. you do so in a fair and legal way which does not damage or take advantage of our reputation;
 - 10.2.2. you do not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by us where none exists;
 - 10.2.3. any website from which you link must comply with the content standards set out in these Terms (in particular paragraph 9 (Visitor Materials and Reviews));
 - 10.2.4. we have the right to withdraw linking permission at any time and for any reason.

11. DISCLAIMERS

- 11.1. **Platform information:** While we try to ensure that information on the Platform is correct, we do not promise it is accurate or complete. We may make changes to the material on the Platform, or to the functionality, Items and prices described on it, at any time without notice. The material on the Platform may be out of date, and we make no commitment to update that material.
- 11.2. **Allergy, dietary and other menu information:** When a Merchant signs up with us, they have to provide us with up-to-date menu information. We then include this on their dedicated page on the Platform. Where this information includes allergy or other dietary information, we will do our best to republish this information on the Platform exactly as it appears on the restaurant's menu. If you have, or someone you are ordering for has, a concern about food allergies, intolerances or other dietary preferences, you should always contact the Merchant directly before placing your order.
- 11.3. **Merchant actions and omissions:** The legal contract for the supply and purchase of Items is between you and the Merchant that you place your Order with. We have no control over the actions or omissions of any Merchants. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Platform:
- 11.3.1. We do not give any undertaking that the Items ordered from any Merchant through the Platform will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

- 11.3.2. Estimated times for deliveries and collections are provided by the Merchants and are only estimates. Neither we nor the Merchants guarantee that Orders will be delivered or will be available for collection within the estimated times.
- 11.3.3. We encourage all our Merchants to accept all Orders and to communicate any rejection promptly, and we will notify you as soon as reasonably practicable if a Merchant rejects your Order. However, we do not guarantee that Merchants will accept and fulfil all Orders, and Merchants have the discretion to reject Orders at any time because they are too busy, if you fail to provide proof of age for purchases of alcohol, cigarettes or other smoking Items when required, due to weather conditions or for any other reason. Merchants will not be obliged to deliver an Order to an address outside of their set delivery radius, which may change from time to time.
- 11.3.4. The foregoing disclaimers do not affect your statutory rights against any Merchant.
- 11.4. **Exclusion of terms:** We provide you with access to and use of the Platform on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Platform and your use of it (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Platform and your use of it, or be otherwise implied or incorporated into these Terms, by statute, common law or otherwise).

12. LIABILITY

- 12.1. **General:** Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Terms affects your statutory rights.
- 12.2. **Exclusion of liability:** Subject to clause 12.1, we will under no circumstances whatever be liable to you, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Platform (including the use, inability to use or the results of use of the Platform) for:
- 12.2.1. any loss of profits, sales, business, or revenue;
 - 12.2.2. loss or corruption of data, information or software;
 - 12.2.3. loss of business opportunity;
 - 12.2.4. loss of anticipated savings;
 - 12.2.5. loss of goodwill; or
 - 12.2.6. any indirect or consequential loss.

12.3. **Limitation of liability:** Subject to clauses 11, 12.1 and 12.2, our total liability to you in respect of all other losses arising under or in connection with the Platform or your use of it, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or R500, whichever is lower.

12.4. **Additional costs:** You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Platform, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

13. TERMINATION

13.1. **Grounds for termination:** We may terminate or suspend (at our absolute discretion) your right to use the Platform immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

13.1.1. you have used the Platform in breach of paragraph 7.1 (License);

13.1.2. you have posted Reviews or other Visitor Material in breach of paragraphs 9.2 or 9.3 (Visitor Material and Reviews);

13.1.3. you have breached paragraph 10.2 (Links to and from other websites); or

13.1.4. you have breached any other material terms of these Terms.

13.2. **Obligations upon termination:** Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Platform.

14. WRITTEN COMMUNICATIONS

14.1. **Applicable laws** require that some of the information or communications we send to you should be in writing. When using the Platform or ordering Items via the Platform, you accept that communication with us will be mainly electronic. We will contact you by email, the Platform chat functionality or provide you with information by posting notices on the Platform. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1. **We will not be liable or responsible** for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("**Force Majeure Event**").
- 15.2. **A Force Majeure Event** includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 15.2.1. strikes, lock-outs or other industrial action;
 - 15.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 15.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;
 - 15.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 15.2.5. impossibility of the use of public or private telecommunications networks; and
 - 15.2.6. the acts, decrees, legislation, regulations or restrictions of any government.
- 15.3. **Our performance under these Terms** is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

16. ADDITIONAL TERMS

- 16.1. **Privacy Notice:** We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Notice.
- 16.2. **Severability:** If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 16.3. **Entire agreement:** These Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.
- 16.4. **No waiver:** Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Terms will not be interpreted as a waiver of your or our rights or remedies.

16.5. **Assignment:** You may not transfer any of your rights or obligations under these Terms without our prior written consent. We may transfer any of our rights or obligations under these Terms without your prior written consent to any of our affiliates or any business to whom we licence FOOFGURU or that we enter into a joint venture with, purchase or are sold to.

16.6. **Headings:** The headings in these Terms are included for convenience only and shall not affect their interpretation.

17. GOVERNING LAW AND JURISDICTION

17.1. **These Terms** shall be governed by and construed in accordance with South African law. Disputes or claims arising in connection with these Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the South African courts.