

POCKET CHEF PROPRIETARY LIMITED,

TERMS AND CONDITIONS

All references to “**the Company**”, “**Pocket Chef**”, “**we**”, “**us**” and “**our**” in these Terms and Conditions are deemed to refer to Pocket Chef Proprietary Limited, a company duly registered and incorporated with limited liability according to the laws of the Republic of South Africa (“**South Africa**”), with the Registration Number 2024/516970/07 and having its registered address at 36 Strathmore Road, Camps Bay, Western Cape, 8005 .

All references to “**you**”, “**user**” and “**your**” are deemed to refer to any user and/or visitor of <https://mypocketchefapp.com>, any applications downloadable from such website other related URLs and/or any ancillary services (collectively “**Website**”).

1 ACCEPTANCE OF THE TERMS

Pocket Chef permits the use of the Website subject to these Terms and Conditions (“**Terms and Conditions**”) and our **Privacy Policy**, which is incorporated by reference. By using, accessing, purchasing and/or downloading recipes and books from the Website in any way, you shall be deemed to have accepted these Terms and Conditions unconditionally. You must not use the Website if you do not agree to the Terms and Conditions.

2 IMPORTANT NOTICE

2.1 These Terms and Conditions apply to all users, including users who are consumers for purposes of the Consumer Protection Act, No. 68 of 2008 (the “**CPA**”). These Terms and Conditions may contain provisions which:

2.1.1 may limit the risk or liability of a user or a third party;

2.1.2 may create risk or liability for the user;

2.1.3 may compel the user to indemnify us or a third party; and/or

2.1.4 serves as an acknowledgement, by the user, of a fact.

2.2 **Your attention is drawn to these terms (in bold font) because they are important and should be carefully noted.**

2.3 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask us to explain it to you before you accept the “**terms and conditions**” when creating an account on the Website, subscribing for access to content on the Website or continue using the Website. Nothing in these Terms of Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or us in terms of the CPA.

3 USE OF THE WEBSITE

3.1 Our Company trades under the name Pocket Chef – a platform for chefs and recipe developers and a personalised digital cookbook for foodies (“**our Business**”).

3.2 The Website is available via a computer and/or through using a mobile device. The Website has specifically been developed for the use of certain mobile devices and/or using a computer. It is therefore assumed that you (a) understand the functionality and restrictions of your smartphone/device and/or computer and (b) understand and are bound by any other terms and conditions that exist when using the smartphone/device and/or computer, and any networks that may provide services to the smartphone/device.

3.3 You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior

written consent from an authorised Pocket Chef representative (such consent is deemed given for standard search engine technology employed by internet search websites to direct internet users to the Website).

- 3.4 You may not use the Website for any illegal activity.
- 3.5 You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Pocket Chef representative. You may not, in any way reverse engineer the Website, or any component thereof, nor may you attempt to do so. This includes, but is not limited to, disassembling, decompiling, decrypting or any other actions that could possibly reveal the source code of the Website or any portion thereof.
- 3.6 You may not use the results of the use of the Website for any other purpose than to assist you in your personal capacity.
- 3.7 You may not use the location data provided for any other purpose than defined by the Website.
- 3.8 **To the extent permissible by law, you further specifically indemnify and hold the Company, its employees, directors and associates harmless against any direct losses such as injury, illness, loss of limb, loss of life, financial losses, loss of property and any other assets, emotional distress, reputation risk and the like, that may arise due the use of the Website.**

4 PRODUCTS PURCHASED ON OR THROUGH THE WEBSITE

- 4.1 To purchase or subscribe for recipes, other products made available on the Website or access certain features (collectively "**the products**"), you may need to create an account on the Website. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- 4.2 All subscriptions and/or purchases are processed through a secure payment gateway. You agree to pay all subscriptions and/or applicable fees associated with the purchase of products.
- 4.3 Upon purchase and/or subscription, you are granted a non-exclusive, non-transferable license to access and use the products, for personal, non-commercial purposes only. You may not reproduce, distribute, or modify the products at all.
- 4.4 All sales on and subscriptions to the Website are final and we do not guarantee the suitability of any products for an intended purpose. We do not offer refunds for products unless required by applicable law.
- 4.5 Should you have any concerns, queries or issues with any products purchased or subscribed for on or through our Website, kindly contact us by sending an email to **yum@mypocketchefapp.com**

5 OWNERSHIP AND COPYRIGHT

- 5.1 The contents of the Website – including any information, recipes, software, icons, text, graphics, lay-outs, images, sound clips, trade names, logos, trademarks and service marks – are protected by law, including but not limited to intellectual property, copyright and trademark law, and are owned by or licensed to the Company.
- 5.2 No licence to or right in any of such contents is granted to or conferred upon you. Any unauthorised use, distribution or reproduction of the said contents is strictly prohibited.
- 5.3 The Website may allow you to download material, logos and trademarks of third parties. All intellectual property rights in the material, logos and trademarks remain with the third party concerned at all times. By downloading any such material from the Website you do

not obtain any intellectual property rights therein. The Company grants you a non-exclusive, perpetual license to display the material downloaded on your smartphone/device only. You may not share any downloaded material with others.

6 DISCLAIMERS

- 6.1 **Any person who accesses the Website or relies on the Website or on the information contained on the Website does so at his or her own risk.**
- 6.2 **The products provided on the Website are intended for informational, recreational, and educational purposes only. They are not intended as professional, medical, dietary, or nutritional advice. Always seek the advice of a qualified professional before making any changes to your diet or lifestyle or using any of the information contained on the Website for health reasons.**
- 6.3 **While we strive to ensure that the information contained in the products are accurate and up-to-date, Pocket Chef makes no representations or warranties about the completeness, reliability, or accuracy of the content. We do not guarantee that recipes will be error-free or that they will produce the desired results.**
- 6.4 **Results from using the products on the Website may vary depending on individual factors, such as dietary restrictions, ingredient quality, and personal preferences. Pocket Chef is not responsible for any adverse effects or results that may occur from following the recipes or using the books on the Website.**
- 6.5 **All information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.**
- 6.6 **The Company does not accept any responsibility for any errors or omissions on the Website.**
- 6.7 **In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.**
- 6.8 **We do not warrant that the Website will be compatible with your smartphone/device.**
- 6.9 **The service is subject to normal constraints of the respective carriers of data and information – we can, for example, not be held liable for voice calls that fail or do not connect, for late or non-delivery of any data whether by email, SMS, IP-data or otherwise.**

7 THIRD PARTY WEBSITES

- 7.1 **The Website may contain links or references to other websites or applications (“Third Party Websites and/or Applications”) outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and/or Applications and the Company is not responsible for the practices and/or privacy policies of those Third Party Websites and/or Applications or the cookies that they may use.**
- 7.2 **Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites and/or Applications, your use of such Third Party Websites and/or Applications is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.**

8 PRIVACY POLICY

- 8.1 We recognise the importance of protecting your privacy in respect of personal information collected by us when you use the Website.
- 8.2 **By continuing to use the Website you agree to the terms and conditions set out in our Privacy Policy and you consent to us collecting and using your personal information for the purposes set out in our Privacy Policy. If you do not agree to this Privacy Policy, please do not continue to use the Website.**

9 LIMITATION OF LIABILITY

- 9.1 **The Company shall not be liable for any direct, indirect, incidental, special or consequential injury, death, loss or damages which might arise from your use of, or reliance upon, any material or content contained in, or inability to use, and/or unlawful activity on, the recipes, books, or any content provided on our Website and/or any linked third party website, unless such loss or damages arise due to the gross negligence of the Company.**
- 9.2 **You hereby indemnify the Company against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of the Website (including the recipes and books provided thereon) and/or any linked third party websites and/or applications.**

10 CHANGES

The Company reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of the Website after the change is displayed on the Website. If you use the Website after such updated or amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such updates or amendments.

11 AVAILABILITY AND TERMINATION

- 11.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.
- 11.2 The Company may in its sole discretion terminate, suspend and modify the Website, with or without notice to you. **You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate the Website.**
- 11.3 We reserve the right to suspend or terminate your account and/or subscription and access to the Website at our discretion, without notice, if we believe you have violated these Terms and Conditions.
- 11.4 All subscriptions occur on a month-to-month basis, unless otherwise stipulated, with payment of the relevant subscription fee to be made before access is to the products subscribed for is granted. We reserve the right to terminate the user's subscription at any time, in our sole discretion, which termination will take effect at the end of the period for which the user has already paid. In the event of once-off purchases, payment must be made in full before access to the product purchased is granted to the user. Should any payment to be made by you not be made on the due date therefore or fail for whatever reason, access to the products may be immediately suspended by the Company.

12 GOVERNING LAW

These Terms and Conditions shall be governed and interpreted in accordance with the laws of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these

Terms and Conditions.

13 **GENERAL**

- 13.1 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 13.2 Any failure on the part of you or the Company to enforce any right in terms hereof shall not constitute a waiver of that right.
- 13.3 If any term or condition contained herein is declared invalid, the remaining Terms and Conditions will remain in full force and effect.
- 13.4 No indulgence, extension of time, relaxation or latitude which any party ("**the grantor**") may show grant or allow to the other ("**the grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 13.5 These Terms and Conditions contain the whole agreement between you and the Company relating to the subject matter hereof and no other warranty or undertaking is valid, unless contained in these Terms and Conditions.
- 13.6 For all legal correspondence, our address is 36 Strathmore Road, Camps Bay 8005, for all purposes of communication under these Terms and Conditions.
- 13.7 Should you wish to contact us or have any questions in respect of these Terms and Conditions, please email us at **yum@mypocketchefapp.com**.