

Country of Domicile/Governing laws

The interpretation, construction and effect of these terms & conditions shall be governed and construed in accordance with laws of the Republic of South Africa, without regard to conflicts of law principles. Disputes arising in connection with these Kiosk or mobi-site Terms (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the South African courts.

Terms and conditions

1. **Introduction:** These Terms of Use (incorporating our Privacy Policy) ("**Terms**") govern your use of the services we offer from time to time, including an electronic ordering system that allows you to order menu items via our kiosk or mobi-app.
2. **Acceptance:** These Terms constitute a legally binding agreement between you and Kloof Street Emporium (Pty) Ltd. You agree to these Terms by accessing or using our kiosk or mobi-site. You represent and warrant that you have the right, authority, and capacity to enter into these Terms. If you do not agree with all of the provisions of these Terms, you should refrain from using our Services.
3. **Licence:** We grant you a limited, revocable, non-exclusive, non-transferable licence to use the Services, subject to your compliance with the Terms.
4. **Use of the Platform:** For the sake of clarity the platform means the website, servers, application software or other electronic tools used to provide the Services ("**Platform**") for placing orders and in conjunction with our Fair Usage Policy. You will be required to provide certain devices, software, and data connections to use our Services, which we do not supply.
5. **Use of our Services:** You undertake to access and use our Services only for legal, authorised, and acceptable purposes.
6. **Customer Payments:** Customers may make payments electronically. All payments are made via third-party service providers. We accept **no liability** for such third-party service in any manner whatsoever. **You fully indemnify and hold us harmless** for any claims you may have in this regard. Please note that the third-party payment service providers have their own terms and privacy policies which will govern the payment services.
7. **Intellectual Property:** All intellectual property rights (including copyright, moral rights, trade marks, patents or designs) in relation to the Services ("**IP**") are owned by us (or are licensed to us) and are therefore protected by both South African and international intellectual property laws. Accordingly, any unauthorised use, copying, reproduction, re-transmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the IP or any part thereof will constitute an infringement of such IP rights.
8. **DISCLAIMER**

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM OR THE SERVICES OR THE INFORMATION, CONTENT, MATERIALS AND PRODUCTS INCLUDED THEREIN. **YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND THE SERVICES ARE AT YOUR SOLE RISK.**

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE PLATFORM OR THE SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLATFORM OR THE SERVICES IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1 IN ADDITION TO ANY OTHER INDEMNITIES PROVIDED IN THESE TERMS, YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY US, OUR AFFILIATED COMPANIES, OFFICERS, AGENTS, DIRECTORS AND EMPLOYEES AND AGREE TO HOLD US FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE SUFFERED OR INCURRED BY US OR INSTITUTED AGAINST US FOR ANY REASON WHATSOEVER, WHETHER THE CLAIM OR ACTION ARISES FROM DELICT OR CONTRACT, OR ANY INFRINGEMENT OF WHATSOEVER NATURE, ARISING OUT OF OR PURSUANT TO YOUR USE OF THE PLATFORM OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS SUFFERED OR INCURRED BY US OR INSTITUTED AGAINST US AS A DIRECT OR INDIRECT RESULT OF YOUR USE OF THE PLATFORM OR SERVICES, AND SUCH INDEMNITY SHALL EXTEND TO THE REASONABLE COSTS THAT MAY BE INCURRED BY US IN DEFENDING ANY ACTION (OR THREATENED ACTION) AGAINST US.

9.2 YOUR USE OF THE PLATFORM AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF. WE DO NOT ACCEPT LIABILITY THAT MAY ARISE IN CONNECTION THEREWITH.

9.3 IN NO EVENT SHALL WE, OUR DIRECTORS, EMPLOYEES, OFFICERS, SERVICE PROVIDERS OR SUBSIDIARIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PLATFORM OR THE SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

10. GENERAL (APPLICABLE TO THE TERMS AND PRIVACY POLICY)

10.1 **Notice:** Any notices you wish to send us must be via email to hello@nufood.co.za.

10.2 **Termination:** We may in our sole discretion terminate or suspend and/or restrict your access to the Platform and Services. If we do this, you may be prevented from accessing all or parts of the Platform, your account or other content contained therein. We will not be liable to you or any third party for doing so.

10.3 **Place and time of Agreement:** These Terms shall be deemed to have been entered into in Cape Town at the time of registration of your user account.

10.4 **Jurisdiction and Choice of Law:** These Terms will be exclusively governed by and construed in accordance with the laws of South Africa. Disputes arising in connection with these Kiosk or mobi-site Terms (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the South African courts.

- 10.5 **Severability:** Notwithstanding that any provisions of these Terms be illegal or unenforceable, the remaining provisions of this agreement shall continue to be of full force and effect.
- 10.6 **Own risk:** Your use the Platform and the Services is at your own risk, and we make no warranties about it or anything contained in the Platform.
- 10.7 **Indemnity:** You indemnify and hold us harmless against any liability related to your use of the Website. Our total liability to you for any and all claims related to the Website and your use thereof is capped to a maximum amount of R 100. We will never be responsible for any indirect, special or consequential damages.
- 10.8 **Changes:** We may change these Terms from time to time. If we do, any changes will be effective immediately and will be noted via this mobi-site. If you keep using the Services after a change, that means you accept the new terms.
- 10.9 **Electronic Communications:** When you visit the Platform or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically, which will allow us to communicate with you via e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any and all legal requirement that such communications be in writing.

Privacy Policy

The kiosk and mobi-app does not collect any personal data. Any customer data for the purposes of ordering (e.g. customer name for the purposes of identifying the customer who placed the order) is discarded after the transaction has been completed, and is not collected for further communication or any other purposes.

Cancellation Policy

Orders can be cancelled at any time before payment is made by clicking on the “Cancel” button in the kiosk or mobi-app. Once payment has been made, the order can no longer be cancelled.

Delivery Policy

Delivery is currently not directly offered via Nu Health Food Café, Schoon Bread Café, Kofi or Free Bird. However, customers can order Nu Health Food Café, Schoon Bread Café or Free Bird via our 3rd party delivery partners, UberEats and Mr. D Food.

Refund Policy

If a customer is dissatisfied with a product, they may discuss the matter with the cashier or manager. The cashier or manager may offer to make the customer a fresh product, or the customer may be given a full refund according to their initial method of payment.