

## TERMS AND CONDITIONS AGREEMENT

### PLEASE READ THIS TERMS AND CONDITIONS AGREEMENT CAREFULLY BEFORE USING THE MYBRAAI WEBSITE

**By using the MYBRAAI website, you confirm that you accept this Terms and Conditions Agreement and that you will comply with it.**

**If you do not agree to this Terms and Conditions Agreement you must not use the MYBRAAI website in any way.**

This Terms and Conditions Agreement is written in English. Should any translation of this Terms and Conditions Agreement conflict with the English version, the English version will prevail.

#### **1. TERMS OF USE**

- 1.1. This Terms and Conditions Agreement together with all documents referred to in it (including without limitation the Acceptable Use Policy [Mybraai.co.za/legal], Privacy Policy [Mybraai.co.za/legal] and Cookies Policy [Mybraai.co.za/legal]) (which are collectively referred to as our “**terms of use**”) tell you the terms on which you may make use of our website and/or application and/or platform and/or services and/or participate in any way with MYBRAAI including without limitation via www.Mybraai.co.za and/or any MYBRAAI related website(s) and/or channel(s), via personal computer, mobile, web, wireless console, desktop and any other technology or device and/or any other applications (including for example Google Android and Apple iOS apps) and/or via third party sites or links (including without limitation social media sites) (collectively referred to as “**our site**”).
- 1.2. This Terms and Conditions Agreement applies to all users of our site. A “**user**” means anyone who uses our site. Use of our site includes accessing and/or browsing our site and/or registering to use MYBRAAI.
- 1.3. Please note that your use of our site via third party media (including without limitation via mobile / tablet apps and/or via third party sites or links) and your use of any third party’s services in connection with our site (including without limitation YouTube, Facebook, Twitter, Snapchat, Paypal, Boku, and/or Adyen), whether for purposes of accessing our site or otherwise, may be subject to separate terms and conditions as required and provided by the relevant third party(ies). You are responsible for reviewing these and you make use of any such third party media and/or services at your own risk.
- 1.4. In the event that you breach any of the terms of use or the spirit of the terms of use or act in any other way which we in our sole discretion consider to be obscene, illegal, defamatory, derogatory of us and/or our site or in a way which would bring us and/or our site into disrepute we reserve the right in our sole discretion to take such action as we deem appropriate which may include:
  - disabling your account; and/or

- removing content provided by you; and/or
- putting in place technical and/or legal steps to prevent you from using our site and/or participating in and/or interacting with MYBRAAI in any way.

We may not offer you a refund of any monies you have paid to us in any such circumstances. Please note that this does not limit other remedies which may be available to us.

## **2. OTHER APPLICABLE TERMS**

- 2.1. The terms of all policies and agreements we mention on our site, including without limitation the following additional documents, are incorporated in these terms of use and also apply to your use of our site and/or participation with MYBRAAI in any way, including:
- (a) Our Acceptable Use Policy [[Mybraai.co.za/legal](http://Mybraai.co.za/legal)], which sets out the permitted uses and prohibited uses of our site. When using any aspect of our site and/or contributing any content you must comply with this Acceptable Use Policy.
  - (b) Our Privacy Policy [[Mybraai.co.za/legal](http://Mybraai.co.za/legal)], which sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our site you consent to such processing and you warrant that all data provided by you is accurate.
  - (c) Our Cookies Policy [[Mybraai.co.za/legal](http://Mybraai.co.za/legal)], which sets out information about the cookies on our site.

## **3. INFORMATION ABOUT US**

- 3.1. Our site is operated by MyBraai Ltd (referred to as “**we**” or “**us**”). We are registered in South Africa under company registration number 2016/126038/07 and have our registered office at Po Box 38493, Faerie Glen, Pretoria, Gauteng,0043.
- 3.2. Our site is made available for the purpose of facilitating, operating and promoting the use of MYBRAAI products and services.
- 3.3. Our site operates as a hosting service in respect of any content, contribution or information uploaded, posted or otherwise provided to or via our site including without limitation any content uploaded to personalised MYBRAAI applications and/or personalised MYBRAAI web pages.

## **4. CHANGES TO THESE TERMS**

- 4.1. We may revise these terms of use at any time by amending these pages. Please check this page from time to time to take notice of any changes we make. Your continued use of our site and/or interaction with MYBRAAI constitutes your acceptance of any such changes.
- 4.2. You are bound by the terms of use in place at the time that you use any part of our site and/or interact with MYBRAAI in any way.

## **5. CHANGES TO OUR SITE**

- 5.1. We may update our site from time to time and may change its content at any time. However, please note that any of the content on our site may be out of date and/or inaccurate at any given time and we are under no obligation to update it.
- 5.2. We may from time to time release new services, rules, features, tools and resources on our site and/or release new versions of our site (or any part of it). Any new services, rules, features, tools, resources or versions will be subject to these terms of use as well as any additional terms of use that we may release for those specific services, rules or features.

## **6. ACCESSING OUR SITE**

- 6.1. Access to our site is made available free of charge. However, to access certain MYBRAAI features, services and/or products you may be required to pay a fee(s).
- 6.2. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.3. You are responsible for making all arrangements necessary for you to have access to our site and for any associated costs (including without limitation charges by your service provider and/or credit card or other transaction fees).
- 6.4. You are also responsible for ensuring that anyone who accesses our site through your internet connection is aware of these terms of use and any other applicable terms and conditions and that they comply with them.

## **7. YOUR ACCOUNT AND PASSWORD**

- 7.1. You are not obliged to register to browse our site. However, access to certain MYBRAAI features, services and/or products may only be available to you if you are a registered user.
- 7.2. To register to use our site you will be asked to provide us with certain information (which may include without limitation your real name and email address). You must ensure that you provide all information requested and that all such information is, and remains, valid, accurate and up-to-date.
- 7.3. You must not provide any false personal information to us or on our site or create an account for anyone other than yourself without permission.
- 7.4. If we disable your account you must not create another account without our permission.
- 7.5. Your email address and any other information you provide about yourself will be treated in accordance with our Privacy Policy [[Mybraai.co.za/legal](http://Mybraai.co.za/legal)].

- 7.6. You should treat your username, password and any other piece of information arising as part of our security procedures as confidential.
- 7.7. You are solely responsible for maintaining the confidentiality and security of your username and password (and any other applicable information required as part of our security procedures) and you are responsible for all use of your account, username and password and any and all activity under your account.
- 7.8. **If you know or suspect that anyone other than you knows your username or password or otherwise has access to your account you should promptly notify us at [info@Mybraai.co.za](mailto:info@Mybraai.co.za) and you should change your password at the earliest possible opportunity.**
- 7.9. We have the right, with or without prior notice to you, to disable, suspend, cancel, remove or reassign accounts, usernames and passwords in appropriate circumstances determined by us in our sole discretion, including without limitation if activities occur on the applicable account which, in our reasonable opinion, would or might constitute a violation of these terms of use or an infringement or violation of the rights of any third party or of any applicable laws or regulations.
- 7.10. You undertake and agree that you will be solely responsible and liable with respect to any of the uses of the MYBRAAI products or services which occur under your username and for any of your User Content (as defined in paragraph 10 of this Terms and Conditions Agreement) including without limitation for any consequences of using or publishing such User Content on or with respect to the MYBRAAI products and services.
- 7.11. If any paid services are purchased via a user account we will consider the owner of the applicable user account and/or User Content created to be the person or entity whose billing information was used to purchase such paid services. Notwithstanding the foregoing we shall have the right to determine the ownership of User Content and/or a user account as we choose in our sole discretion including without limitation by disregarding the indicators set forth above.

## **8. GENERAL**

8.1 Any purchases made are to be approved and validated by on successful checkout and payment on the safe and secure payment gateway(s) as per the website.

8.2 Products purchased and signed for on delivery are to be considered as completion of an order and at no point thereafter shall there be any returning of goods for a claim of poor quality of product and or service.

8.3 MyBraai makes use of a cold chain to deliver all product(s) to customers, it is therefore the liability of customers to thereafter make sure that no product(s) is destroyed through the poor mishandling of breaking the cold chain and or product.

8.4 MyBraai therefore has the right to not pay any claims for any mishandling and or incorrect procedure of looking after a product that is received in good condition.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. We are the owner or the licensee of all intellectual property rights in our site and in the material published on it. This includes without limitation the trade marks described in paragraph 9 of this Terms and Conditions Agreement. We are the licensee of all content, contributions and information uploaded, posted or otherwise provided to or via our site by you or any user of our site in accordance with the licences set out at paragraph 11 of this Terms and Conditions Agreement.
- 9.2. All rights, title and interest in and to the MYBRAAI services, including without limitation any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law including without limitation any artwork, graphics, images, literary work, source and object code, computer code (including without limitation html), applications, designs, animations, interfaces, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customised URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered, and any derivations thereof, are owned by and/or licensed to us.
- 9.3. Subject to your full compliance with the terms of use and timely payment of all applicable fees we hereby grant you, upon creating your user account and for as long as we wish to provide you with the MYBRAAI services, a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited licence solely to use the MYBRAAI services as expressly permitted under the terms of use. MYBRAAI does not convey to you any right or interest in or to MYBRAAI's intellectual property (or any part thereof), including without limitation as described in paragraph 8.2, except only for the limited licence expressly granted above. Nothing in the MYBRAAI terms of use constitutes an assignment or waiver of MYBRAAI's intellectual property rights under any law.
- 9.4. You may print off one copy and may download extracts of any webpage(s) from our site for your personal use and you may draw the attention of others to content posted on our site.
- 9.5. You must not modify any copies of materials you have printed off or downloaded in any way and you must not use any illustrations, photographs, video, audio or graphics separately from any accompanying text.
- 9.6. Our status (and that of any identified contributors) as the authors of applicable content on our site must always be acknowledged.
- 9.7. Other than as specifically provided for in the terms of use you must not use or authorise others to use any part of the content on our site for commercial purposes without obtaining a licence to do so from us and/or our licensors and/or any relevant third

parties including without limitation any copyright holders in respect of any content, contribution or information uploaded, posted or otherwise provided to or via our site by a user of our site.

- 9.8. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must at our option return or destroy any copies of the materials you have made.
- 9.9. If you provide us with any suggestions, comments or other feedback relating to the MYBRAAI services, which is or may be subject to any intellectual property rights, such feedback shall be exclusively owned by us. By providing such feedback to us you represent and warrant that such feedback is accurate, complete and does not infringe on any third party rights; you irrevocably assign to us any right, title and interest you may have in such feedback; and you irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights or any other similar rights worldwide in or to such feedback.

## **10. TRADE MARKS**

- 10.1. The word mark "MYBRAAI" is a trade mark.
- 10.2. You are not permitted to use MYBRAAI or any of our trade marks in any way except as permitted in paragraph 8 of this Terms and Conditions Agreement.

## **11. LINKING TO OUR SITE**

- 11.1. In the event that you sign up with MYBRAAI and create a personalised MYBRAAI account you may link to any public-facing page of your personalised account, provided you do so in a way that is fair and legal, is not obscene or defamatory and which does not bring into disrepute and/or have an adverse effect on and/or which is not derogatory or critical of MYBRAAI and/or any other user and which does not damage or take advantage of the reputation of MYBRAAI and/or any other user.
- 11.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement where none exists.
- 11.3. We reserve the right to withdraw linking permission without notice.
- 11.4. The website or other channel in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy [[Mybraai.co.za/legal](http://Mybraai.co.za/legal)].

## **12. FEES**

- 12.1. The use of certain MYBRAAI services will be subject to payment of certain fees in accordance with our current pricing policies as provided for at [[Mybraai.co.za/legal](http://Mybraai.co.za/legal)] ("**Fees**").
- 12.2. We reserve the right to change the Fees at any time without notice. Where applicable, if you received a discount or other promotional offer we shall have the right

automatically and without notice to disregard and apply to any MYBRAAI products and or services the full applicable Fee.

- 12.3. If at any time we record a decline, chargeback or other rejection of a charge of any of the sums payable by you or any third party in accordance with the Fees (as applicable) related to your MYBRAAI account this will be considered as a breach of your payment obligations hereunder and your use of the MYBRAAI services may forthwith be disabled or terminated. We reserve our right to dispute any chargeback received, including without limitation by providing the relevant credit card company or financial institution with any information and documentation proving that the transaction was authorised by the applicable user. We further reserve all of our rights and remedies including without limitation the right to inform appropriate authorities and/or commence appropriate legal proceedings (whether against you and/or a third party) to recover any sums due.

### **13. E-COMMERCE ACTIVITIES**

- 13.1. Without limitation to anything contained herein, you are solely responsible for any E-Commerce related activities and any promotions and related content contained or referred to in any User Content you create and compliance with any laws applicable thereto. We are not responsible in any way for any transactions or for your relationship with any E-Commerce service providers or for the actions of any of such E-Commerce service providers.

### **14. NO RELIANCE ON INFORMATION**

- 14.1. Any content and/or information on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site, including without limitation in respect of any content, contribution or information uploaded, posted or otherwise provided to or via our site.
- 14.2. You understand that we do not provide any legal advice with respect to any laws or requirements applicable to the use of any MYBRAAI products or services.
- 14.3. Although we may at our discretion make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **15. LIMITATION OF OUR LIABILITY**

- 15.1. Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence or our fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by South African law.
- 15.2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms, whether express or implied, which may apply to our site and/or any content on it and/or any participation in and/or any interaction with MYBRAAI.

- 15.3. We will not be liable to you, or any user, or any third party for any loss or damage, whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, our site;
  - (b) use of or reliance on any content (including without limitation User Content) displayed on our site;
  - (c) participation in and/or interaction with MYBRAAI in any way; and/or
  - (d) breach by users of our terms of use.
- 15.4. You agree not to use our site and/or participate in and/or interact with MYBRAAI for any commercial or business purposes other than to the extent consistent with MYBRAAI products' intended use and we have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or loss of career enhancement or opportunity.
- 15.5. You acknowledge and agree that our site is made available for the purpose of facilitating, operating, and promoting MYBRAAI. You agree to use our site and/or interact with MYBRAAI in accordance with this stated purpose.
- 15.6. We will not be liable to you for any virus, distributed denial-of-service attack, trojan, worm, logic bomb, malicious software or code, bug, glitch, error, delay, inaccuracy, or other content or material which is malicious or harmful or destructive, that may affect your technology, devices, applications, programs, data, User Content, or other material due to your use of our site or to your downloading of any content on it, or on any website or service linked to it.
- 15.7. We assume no responsibility for the content of websites or services linked on or to our site. We will not be liable for any loss or damage that may arise from your use of them.
- 15.8. By using our site and/or participating in and/or interacting with MYBRAAI you irrevocably waive the right to assert any claim with respect to any of the foregoing against us or any of our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.
- 15.9. Without limitation to the foregoing, we will not be liable to you, or any other user, or any third party for any loss or damage arising out of or in connection with any form of so-called "take down" initiated by and/or undertaken at the request of and/or direction of and/or with the cooperation of any so-called "Internet Service Provider" or "ISP".
- 15.10. Without limitation to the foregoing, we will not be liable to you, or any other user, or any third party for any loss or damage arising out of or in connection with any issues related to any associated so-called "Internet Service Provider" or "ISP" and/or any associated so-called "server".



15.11. Without limitation to the foregoing, you understand and acknowledge that we shall have the right, in our sole discretion, to “roll back” to an earlier version(s) of our site or any part thereof at any time and we will not be liable to you, or any other user, or any third party for any loss or damage arising out of or in connection with any such “roll back”.

15.12. You agree to indemnify (compensate) us and keep us indemnified in full for any claims, losses, expenses, damages, costs (including without limitation reasonable legal fees) and liabilities we incur as a result of your use of our site or any interaction with MYBRAAI in any way, any breach or alleged / suspected breach by you of these terms of use, any use by you of our site which is unlawful or improper or which goes against the spirit of these terms of use or your breach or violation of any law or the rights of any third party.

## **16. PLACEMENT, PROCESSING AND DELIVERY OF ORDERS**

16.1. The liability of placing an order is on the customer placing the order through whichever form of platform and/or technology. The processing of an order is started out once moneys have reflected in our account and therefore delivery time is then considered only once the payment is settled.

16.2. An order may be cancelled atleast 1 day prior to scheduled delivery and therefore any cancellations after the mentioned time will be non-refundable and deemed to be a successful order.

16.3. Deliveries of orders are explained in detail on our website ‘Delivery’ tab which explains how delivery time is worked out for various parts/regions of the country as well as dependant on a certain franchise/business agreement if any is in place between MyBraai and any other party.

16.4. MyBraai is not liable to reimburse a customer for any delayed deliveries which may have been caused through any unforeseen circumstance(s) or valid reason(s).

## **17. YOUR USE OF TECHNOLOGY**

17.1. You are responsible for configuring your information technology, computer programmes, software and platform in order to access our site and/or interact with MYBRAAI. You should use your own virus protection software.

17.2. You must not misuse our site by knowingly introducing any virus, trojan, worm, logic bomb, time bomb, spyware, malicious software or code, file, program, bug, glitch, error, delay, inaccuracy, or other content or material which is (or is intended to be) malicious or harmful or destructive or invasive including without limitation that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site and/or other user accounts and/or content. You must not attack our site via a denial-

of-service attack or a distributed denial-of service attack. By breaching this provision you would commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach your right to use our site will cease immediately.

- 17.3. You must not copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the MYBRAAI website, the MYBRAAI products or services (or any part thereof), any content offered by MYBRAAI or third party services for use and display within any MYBRAAI application and/or any part thereof in any way or publicly display, perform, transmit or distribute any of the foregoing without our prior written and specific consent and/or as expressly permitted under the terms of service.
- 17.4. You must not use any “robot”, “spider” or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the MYBRAAI services (or its data) or in any way reproduce or circumvent the navigational structure or presentation of any of the MYBRAAI services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through the MYBRAAI services.
- 17.5. You must not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use MYBRAAI or MYBRAAI marks and/or variations and misspellings thereof.
- 17.6. You must not reverse look-up, trace, or seek to trace another user of MYBRAAI services, or otherwise interfere with or violate any other user’s right to privacy or other rights or harvest or collect personally identifiable information about visitors or users of the MYBRAAI services without their express and informed consent.
- 17.7. You must not disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to the MYBRAAI services, the account of another user(s) or any other systems or networks connected to the MYBRAAI services by hacking, password mining or other illegitimate or prohibited means.
- 17.8. You must not probe, scan, or test the vulnerability of the MYBRAAI services or any network connected to the MYBRAAI services.
- 17.9. You must not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the MYBRAAI services or MYBRAAI’s systems or networks connected to the MYBRAAI services, or otherwise interfere with or disrupt the operation of any of the MYBRAAI services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks.

17.10. You must not use any of the MYBRAAI services in connection with any form of spam, unsolicited mail, fraud, scam, phishing, “chain letters”, “pyramid schemes” or similar conduct or otherwise engage in unethical marketing or advertising.

## **18. DISPUTES & CLAIMS**

18.1. We are permitted, but not obliged, to monitor any content or information provided or uploaded, posted or disclosed via our site, but we are not responsible for monitoring any such content.

You are responsible for reporting to us material on our site to which you object in accordance with the following procedures:

### **18.2. Pop-up Reporting:**

Where available on our site you may use the ‘Pop-up Report’ mechanism to report content to which you object:

- (a) Visit the page where the content is displayed on our site.
- (b) Click on the ‘Report’ button.
- (c) In the ‘Report’ pop-up, click ‘Select a reason’ in the drop-down menu.
- (d) Select the reason for reporting that best fits your objection to the content.
- (e) Provide any additional details that may help the review team make their decision.

Your report will be reviewed in reference to the reason selected in respect of your report. We will determine whether, in our opinion, the content fails to comply with the terms of this Terms and Conditions Agreement and/or the content standards set out in our Acceptable Use Policy [[Mybraai.co.za/legal](http://Mybraai.co.za/legal)] as applicable and/or any other term of our terms of use as applicable.

The reported material will not automatically be removed from our site.

We reserve the right in our absolute discretion to take such action as we deem appropriate which may include removing the reported content and/or disabling or removing or reassigning accounts, usernames and passwords and/or putting in place technical and/or legal steps to prevent users from using our site and/or interacting with MYBRAAI in any way.

### **18.3. Copyright Notices:**

If you are the owner of the copyright in any of material on our site and do not consent to the use of such material in accordance with these terms of use you may send us a Copyright Notice by sending all of the following information by email to [info@Mybraai.co.za](mailto:info@Mybraai.co.za):

#### **1. Your contact information**

Including your full legal name (first and last name), registered username (if any) and email address.

**2. A description of your work that you believe has been infringed**

**3. The specific location on our site where the infringing material is found** including the username if applicable. Please note that general information / a general description is not sufficient.

**4. The date on which you discovered the infringing material**

**5. Include (and agree to) the following statement:**

*“The information in this notification is accurate, I am the owner of the copyright that is allegedly infringed and I believe in good faith that the use of the material in the manner complained of is not authorised by me as the copyright owner or by my agent or the law.”*

Without all of the above information we will be unable to take action in respect of your Copyright Notice. A Copyright Notice should only be submitted by the copyright owner or an agent authorised to act on the owner’s behalf.

**18.4. Defamation Notices:**

If you discover any material on our site which you believe refers to you, is untrue and is likely to damage your reputation you may send us a Defamation Notice by sending all of the following information by email to [info@Mybraai.co.za](mailto:info@Mybraai.co.za):

**1. Your contact information**

Including your full legal name (first and last name), registered username (if any) and email address.

**2. A description of how the offending material is defamatory**

Providing details of how the material refers to you, is untrue and is likely to damage your reputation.

**3. The specific location on our site where the offending material is found**

Including the username as applicable. Please note that general information / a general description is not sufficient.

**4. The date on which you discovered the offending material.**

**5. Include (and agree to) the following statement:**

*“The information in this notification is accurate and I believe in good faith that the material complained of refers to me, is untrue and is likely to damage my reputation and is therefore defamatory.”*

Without all of the above information we will be unable to take action in respect of your Defamation Notice.

**18.5. Other disputes:**

In the event that you have a complaint in relation to any other aspect of our site and/or any material on our site, you may contact info@Mybraai.co.za. Please provide as much information as possible in relation to your complaint, including your full legal name (first and last name), registered username (if any) and email address, a detailed description of your complaint and the specific location on our site giving rise to your complaint (if applicable).

**18.6. For Copyright Notices, Defamation Notices and other complaints (but not Pop-up Reports, for which you should see paragraph 19.2 above) filed with us in according to these terms of use:**

- (a) We will promptly acknowledge your Notice or complaint by email and/or via our site's internal messaging system following receipt.
- (b) We will promptly withdraw and/or suspend availability of the material on the URL on our site notified to us in the Notice or complaint (as applicable).
- (c) We will advise the originator of material subject to the Notice or complaint that a Notice or complaint has been filed (and the nature of the Notice or complaint) using the registration details provided to us via our site.
- (d) If the originator fails to respond within thirty (30) days of such notification, either accepting or refuting the Notice or complaint (with evidence), the Notice or complaint will be taken as upheld and the material will be permanently withdrawn from availability on the specific location on our site notified to us in the Notice or complaint.
- (e) Material that is subject to a Notice or complaint will not be made available on our site again unless and until the originator has proven to our satisfaction that it does not breach any law and/or does not breach these terms of use (as applicable).
- (f) In addition to withdrawing and/or suspending material subject to a Notice or complaint we reserve the right in our absolute discretion to take such action as we deem appropriate which may include removing such material and/or disabling or removing or reassigning accounts, usernames and passwords and/or putting in place technical and/or legal steps to prevent users from using our site and/or interacting with MYBRAAI in any way.

**18.7. You must not raise false complaints or make false claims. Misuse of any dispute resolution process may result in action as we deem appropriate in our absolute discretion which may include the suspension of your user account and/or legal consequences.**

## **19. GENERAL**

- 19.1. The views expressed on our site by users and/or any other third party do not represent our views or values.
- 19.2. The terms of use make up the entire agreement between you and us and supersede any prior agreements.
- 19.3. In the event that any of the provisions of these terms of use are held to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.
- 19.4. Nothing in these terms of use shall be deemed or interpreted to limit or affect any other legal and/or statutory rights that you may have.
- 19.5. You will not transfer any of your rights or obligations under these terms of use to anyone else without our consent.
- 19.6. All of our rights and obligations under these terms of use are freely assignable by us in connection with any merger, acquisition, or sale of assets, or by operation of law or otherwise.
- 19.7. Subject to any applicable law, all disputes between you and us shall only be resolved on an individual basis and you shall not have the right to bring any claim against us as a plaintiff or a member of a class, consolidated or representative action (or any other legal proceedings conducted by a group or by representatives on behalf of others).
- 19.8. You warrant to us that you are not a minor (i.e. that you are not under the age of eighteen (18) years old).
- 19.9. We may at our absolute discretion from time to time compensate (whether via financial payments or otherwise) certain users of our site in order to encourage and/or reward certain uses of our site and/or certain User Content.

## **20. APPLICABLE LAW**

These terms of use, their subject matter and their formation are governed by South African law. You and we both agree that the courts of South Africa shall have exclusive jurisdiction.

## **21. CONTACT US**

- For general enquiries, please contact:  
info@Mybraai.co.za
- For help with technical issues, please contact:  
info@Mybraai.co.za

Thank you for visiting MYBRAAI.