

DINE-IN™ TERMS OF USE

Effective Date: 01/07/2021

Welcome to DINE-IN's website at <https://www.dineinmeals.co.za> ("our website/s" or "the DINE-IN™ website/s"). We want you to fully understand your rights and our rights relating to your use of the website and the provisions of the Services (defined below) and ask that you please take a moment to read these terms carefully.

USER'S ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS OF USE

The DINE-IN™ website, the DINE-IN™ Content (defined below), related applications (if any) and all related services offered, including without limitation the provision of information on Products (defined below) and the distribution of a DINE-IN™ newsletter (hereinafter collectively referred to as "the Services") are made available to you by DINE-IN™ (defined below) subject to these terms of use.

These Terms of Use ("TOU" or "the Agreement") and the User Policies (defined below) form an agreement between yourself and DINE-IN™ (defined below), with regard to your use of the Services. The TOU are thus to be read together with, amongst others, our Privacy Policy set out at <https://www.dineinmeals.co.za> ("Privacy Policy").

BY ACCESSING, BROWSING, OR USING THE SERVICES (INCLUDING WITHOUT LIMITATION UPLOADING OR DOWNLOADING ANY INFORMATION OR MATERIALS TO OR FROM THE SERVICES), OR BY SIGNING UP AND CREATING AN ACCOUNT, YOU AGREE TO AND ACCEPT THESE TOU (AS UPDATED FROM TIME TO TIME).

ACCEPTANCE OF THE TOU MEANS THAT YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY IT. Any breach of your obligations under the TOU may result in action being taken against you. Acceptance of the TOU also means that you:

a) AGREE TO BE BOUND BY ALL OTHER POLICIES PUBLISHED ON THE DINE-IN™ WEBSITE FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE PRIVACY POLICY (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE USER POLICIES"), WHICH SHALL BE DEEMED TO BE INCORPORATED INTO THESE TOU;

b) recognise that where your subscription to the DINE-IN™ website is obtained on your behalf by a Third Party (such as your employer), both yourself (personally) and your employer may be held liable jointly or separately for any breach of this agreement; and

c) if you use the Services on behalf of a company or entity, you herewith warrant that you have the authority to bind such company or entity to these TOU. If you do not have such authority, you may not use the Services. Depending on the context, references in these

TOU to "you" are references to you as the user in your personal capacity or to the entity or company on whose behalf you are using the Services.

IF YOU DO NOT AGREE WITH THESE TOU OR ANY OTHER POLICIES, YOU MUST NOT ACCEPT THEM. IF YOU DO NOT ACCEPT THESE TOU, YOU ARE NOT AUTHORISED TO ACCESS OR USE THE SERVICES FOR ANY PURPOSE WHATSOEVER.

1. IMPORTANT PROVISIONS

1.1 The TOU contain provisions which limit our exposure to risk and legal liability as well as provisions which constitutes an assumption of risk or liability on your part, including indemnification provisions and acknowledgement of facts by you by virtue of your agreement to these TOU. Certain of these provisions appear in CAPITAL LETTERS below.

1.2 The Content (defined below) available through the Service are made available to you for limited uses. Certain of these provisions appear in CAPITAL LETTERS below.

1.3 It is therefore important that you familiarise yourself with these provisions before you use the Service or the Content.

1.4 If you are not yet 18, you must obtain your parents' or legal guardians' advance authorisation, permission and consent to be bound by our TOU prior to you using our Services. If you are under 18 and fail to obtain such consent you may not access our web site, use the services or participate in the activities available via our web site.

2. OWNER OF THE WEBSITE

The website is owned by LANCEWOOD, a division of Libstar Operations (Pty) Ltd, a company registered in the Republic of South Africa with registration number 2014/062496/07, which as its registered address at PO Box 9998, George 6530, South Africa and its physical address at 11 Ruby Crescent, Tamsui Industria, George, 6529 ("LANCEWOOD").

2.1 All rights and benefits afforded to LANCEWOOD in these TOU shall be applicable to LANCEWOOD and all of its subsidiaries and any company which is its holding company or a subsidiary of such holding company whether or not such subsidiary or holding company is incorporated in the Republic of South Africa (hereinafter collectively referred to as the "LANCEWOOD Group of Companies").

3. UPDATING THE TOU

3.1 LANCEWOOD may replace, change, modify, add to or remove portions or the whole of the TOU. Any such changes to the TOU will become effective when the changes are posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance of the amended TOU.

4. SERVICES

4.1 Our Services are focused on providing you with information about the DINE-IN™ Products (defined below) as well as information ancillary thereto. ACCORDINGLY DINE-IN™ LICENSES YOU TO VIEW, DOWNLOAD, AND PRINT THE CONTENT (DEFINED BELOW) PROVIDED THAT SUCH CONTENT IS USED FOR PERSONAL, EDUCATIONAL, AND/OR NON-COMMERCIAL PURPOSES ONLY.

4.2 The Services, including our information (such as data, text, software, sound, photographs, graphics, video, messages, posts, tags or other images or materials) to which you may have access to as part of, or through, your use of the Services ('the Content') are intended for informational purposes only. We are not involved in the online sale and purchase of any goods and/or services. No monetary payment to us is required to access the Services.

4.3 This website contains information about products produced by DINE-IN™ ('the Products') that may be available under different trademarks in different countries and may be subject to sale or use with different restrictions and indications in different countries. The website also contains references to products not produced by us ("the Non-DINE-IN™ Products"). These references can, for instance, be found in the recipes on our website from time to time. We do not distribute or endorse any Non-DINE-IN™ Products and our display of, or reference to such products, shall not be construed as any form of endorsement thereof. DINE-IN™ DO NOT GUARANTEE THE ACCURACY OR CORRECTNESS OF ANY TECHNICAL, SCIENTIFIC, OR OTHER INFORMATION REGARDING THE PRODUCTS (OR THE NON-DINE-IN™ PRODUCTS) OR ANY OTHER CONTENT AND THE USE OF SUCH INFORMATION BY YOU IS ENTIRELY AT YOUR OWN RISK AND YOU HEREBY WAIVE ANY AND ALL CLAIMS WHICH YOU MAY HAVE AGAINST US, AND INDEMNIFY US AGAINST ANY AND ALL CLAIMS FROM THIRD PARTIES, ARISING FROM THE USE OF SUCH INFORMATION.

5. ACCEPTABLE USE POLICY

5.1 YOU MAY ONLY USE THE SERVICES IF YOU DO SO IN ACCORDANCE WITH THE TOU AND IF YOUR ACCESS HAS NOT BEEN REMOVED, CANCELLED OR SUSPENDED BY OR ON BEHALF OF DINE-IN™.

5.2 THE SERVICES ARE FOR YOUR PERSONAL AND NON-COMMERCIAL USE. YOU MAY NOT MODIFY, COPY, DISTRIBUTE, TRANSMIT, DISPLAY, PERFORM, REPRODUCE, PUBLISH, LICENSE, CREATE DERIVATIVE WORKS FROM, TRANSFER OR SELL FOR ANY COMMERCIAL PURPOSES ANY PORTION OF THE SERVICES, USE OF THE SERVICES OR ACCESS TO CONTENT. YOU MAY NOT USE THE SERVICE, OR ASSIST OR ENCOURAGE ANY OTHER PARTY, TO ENGAGE IN ANY OF THE FOLLOWING PROHIBITED USES:

5.2.1 actions which are unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

5.2.2 actions with the purpose of harming or attempting to harm minors or any other person in any way;

5.2.3 actions which in any way breaches or infringes any other person's right to respect for their private or family life, right to prohibition from discrimination or data protection rights in terms of the Protection of Personal Information Act 4 of 2013 ("POPI");

5.2.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards and / or other restrictions;

5.2.5 to transmit or procure the sending of any unsolicited advertising or promotional material or any other form of similar solicitation (spam); or

5.2.6 knowingly transmit any data, send or upload any material that contains viruses, Trojan Horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer codes designed to adversely affect the operation of any computer software or hardware.

5.2.7 removing any copyright, trademark or other proprietary rights notices contained in or on the Services;

5.2.8 uploading content or other data to the Services which is:

5.2.8.1 defamatory of any person;

5.2.8.2 obscene, offensive, hateful or inflammatory;

5.2.8.3 promote sexually explicit material, violence or any illegal activity;

5.2.8.4 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

5.2.8.5 promote hate crimes or xenophobia;

5.2.8.6 infringe any copyright, database right, trade mark or other intellectual property right of any other person;

5.2.8.7 be likely to deceive any other person;

5.2.8.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

5.2.8.9 be threatening, abuse or invade another's privacy or cause annoyance, inconvenience or needless anxiety;

5.2.8.10 be likely to harass, upset, embarrass, alarm or annoy any other person;

5.2.8.11 be used to impersonate another person, or to misrepresent your identity or affiliation with any other person;

5.2.8.12 give the impression that they emanate from DINE-IN™, if this is not the case; or

5.2.8.13 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

5.3 Your right to use the DINE-IN™ Services may be terminated immediately, at any time and without notice to you if you carry out any act in breach of the TOU or any of the User Polices. Any such action may result in the immediate deletion of any Personal Information (in terms of POPI), or the individual appointed by DINE-IN™ to carry out administrative and managerial tasks that control the access and usage by yourself and other of the DINE-IN™ Services ('the Administrator'), being able to access and use your Personal Information as more fully set out in the Privacy Policy.

5.4 You also agree (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties or as expressly provided for in the TOU):

5.4.1 NOT TO ATTEMPT TO COPY, MODIFY, DUPLICATE, CREATE DERIVATIVE WORKS FROM, FRAME, MIRROR, REPUBLISH, DOWNLOAD, DISPLAY, TRANSMIT OR DISTRIBUTE ALL OR ANY PORTION OF THE SOFTWARE AND / OR DOCUMENTATION (AS APPLICABLE) MADE AVAILABLE THROUGH THE DINE-IN™ WEBSITE AND SERVICES IN ANY FORM OR MEDIA OR BY ANY OTHER MEANS;

5.4.2 NOT TO ATTEMPT TO REVERSE COMPILE, DISASSEMBLE, REVERSE ENGINEER OR OTHERWISE REDUCE TO HUMAN-PERCEIVABLE FORM ALL OR ANY PART OF THE SOFTWARE MADE AVAILABLE THROUGH THE DINE-IN™ WEBSITE OR SERVICES; AND

5.4.3 NOT TO ACCESS, WITHOUT AUTHORITY, INTERFERE WITH, DAMAGE OR DISRUPT:

5.4.3.1 any part of the DINE-IN™ Services;

5.4.3.2 any equipment or network on which the DINE-IN™ Services is stored;

5.4.3.3 any software used in the provision of the DINE-IN™ Services;

5.4.3.4 any equipment or network or software owned or used by any third party accessed through or in connection with the DINE-IN™ Services;

5.4.4 LICENSE, SELL, RENT, LEASE, TRANSFER, ASSIGN, DISTRIBUTE, DISPLAY, DISCLOSE OR OTHERWISE COMMERCIALY EXPLOIT OR OTHERWISE MAKE THE DINE-IN™ SERVICES AVAILABLE TO ANY THIRD PARTY, OR

5.4.5 ATTEMPT TO OBTAIN, OR ASSIST THIRD PARTIES IN OBTAINING, ACCESS TO THE DINE-IN™ SERVICES WITHOUT THEM HAVING THEIR OWN CURRENT AND VALID SUBSCRIPTION.

5.5 DINE-IN™ will determine, in its own discretion, whether there has been a breach of these TOU through your use of the DINE-IN™ Services. Any breach of the TOU may result in DINE-IN™ taking all or any of the following actions:

5.5.1 immediate, temporary or permanent withdrawal of your right to use any of the DINE-IN™ Services;

5.5.2 immediate, temporary or permanent removal of Personal Information uploaded by you to any of the DINE-IN™ Services;

5.5.3 issuing of a warning to you;

5.5.4 legal proceedings being instituted against you, the cost of which will be for your account (on an Attorney and own Client basis); and

5.5.5 DISCLOSURE OF SUCH INFORMATION TO LAW ENFORCEMENT AUTHORITIES AS DINE-IN™ MAY DEEM TO BE NECESSARY.

6. THIRD PARTY PROVIDERS

6.1 Any software or applications that can be accessed through our website that are not provided by or operated by DINE-IN™ or a member of the LANCEWOOD Group Companies ("Third Party Applications") shall be accessed or used by you subject to the following terms:

6.1.1 DINE-IN™ does not endorse or approve any Third Party website nor the content thereof made available via the Services;

6.1.2 YOU DO SO SOLELY AT YOUR OWN RISK AND ACKNOWLEDGE AND AGREE THAT DINE-IN™ MAKES NO REPRESENTATION OR COMMITMENT AND SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER IN RELATION TO THE CONTENT OR USE OF ANY THIRD PARTY APPLICATIONS, INCLUDING WITHOUT LIMITATION ANY LIABILITY RESULTING FROM:

Terms

6.1.2.1 the loss of any data stored, communicated to or through, created using, processed by or is in any other way dealt within whole or in part using the Third Party Applications;
or

6.1.2.2 any virus or harmful material that infects your computer or network as a result of using Third Party Applications.

Terms

6.1.3 any contract entered into and any transaction completed via any Third Party website is between yourself and the relevant Third Party, and not DINE-IN™;

6.1.4 any acts or omissions by the provider of the Third Party Applications including any use they make of any Personal Information about you); or

6.1.5 any transactions completed, and any contract entered into by you with any third party.

6.2 DINE-IN™ recommends that you refer to the Third Party Application provider's terms and conditions and privacy policy.

7. PROPRIETARY RIGHTS

7.1 The TOU do not grant DINE-IN™ any Intellectual Property Rights or other rights in your Personal Information, save in the circumstances described in clause 7.4 below or where otherwise necessary for DINE-IN™ to operate and provide the DINE-IN™ Services.

7.2 Intellectual Property Rights means any and all rights in the nature of intellectual property rights anywhere in the world (whether registered or unregistered) owned, possessed or controlled by a party, directly or indirectly, including, without limitation, patents, trademarks, service marks, design rights, copyright (including all copyright in any designs and computer software), source codes, moral rights, databases, trade or business names, whether capable of registration or not, but including any right to register same.

7.3 YOU ACKNOWLEDGE AND AGREE THAT DINE-IN™ AND/OR ITS LICENSORS OWN ALL INTELLECTUAL PROPERTY RIGHTS IN THE SERVICES AND THE CONTENT. Except as expressly stated herein, these TOU do not grant you any rights, whether current or future, in the following:

7.3.1 patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service or the Content; or

7.3.2 any rights to the use of the DINE-IN™ name, trademarks, domain names or brand.

7.4 You hereby grant us a non-exclusive licence in perpetuity to do and carry out the following:

7.4.1 Anything that you request DINE-IN™ to do and carry out through the Services;

7.4.2 Any action necessary for DINE-IN™ to comply with its obligations in the TOU, including but not limited to the backing up of DINE-IN™ Service and the processing of your Personal Data. This permission extends to any compliance by DINE-IN™ under agreements entered into with any Third Party that DINE-IN™ works with to provide your access to and use of the DINE-IN™ Services and Content.

8. DISCLAIMER

8.1 THE DINE-IN™ SERVICES ARE PROVIDED TO YOU FOR FREE AND ON AN "AS IS" AND "AS AVAILABLE" BASIS. RELIANCE ON AND USE OF OUR SERVICES AND CONTENT ARE THEREFORE AT YOUR OWN RISK AND UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW OR THE CONTRARY IS EXPRESSLY STATED.

8.2 ACCORDINGLY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, EXCLUDED FROM THESE TOU.

8.3 DINE-IN™ DOES NOT WARRANT THAT YOUR USE OF THE DINE-IN™ SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT THE INFORMATION OBTAINED BY YOU THROUGH YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS AND YOU AGREE THAT NOTHING IN THESE IS GIVING ANY WARRANTIES OF THIS SORT.

8.4 FURTHER TO THE ABOVE AND YOU AGREE THAT DINE-IN™ SHALL NOT BE LIABLE FOR:

8.4.1 ANY ACTIONS TAKEN BY THE ADMINISTRATOR;

8.4.2 ANY ACTIONS OF PERSONS NOT ACTING FOR OR ON BEHALF OF DINE-IN™;

8.4.3 ANY DELETIONS OF PERSONAL INFORMATION AT ANY TIME INCLUDING BUT NOT LIMITED TO THE FAILURE TO STORE ANY PERSONAL INFORMATION PROPERLY OR AT ALL OR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS USED BY YOU OR PROVIDED TO DINE-IN™ BY YOU IN CONNECTION WITH THE SERVICES; OR

8.4.4 ANY ACTIONS TAKEN BY DINE-IN™ AT YOUR DIRECTION.

8.5 THE TOU AND OTHER USER POLICIES SHALL NOT PREVENT DINE-IN™ FROM ENTERING INTO SIMILAR AGREEMENTS WITH THIRD PARTIES, OR FROM INDEPENDENTLY DEVELOPING, USING, SELLING OR LICENCING DOCUMENTATION, PRODUCTS AND/OR SERVICES WHICH ARE SIMILAR TO THOSE PROVIDED UNDER THESE TOU AND/OR THE USER POLICIES.

9. INDEMNITY

9.1 YOU AGREE TO INDEMNIFY AND HOLD DINE-IN™ AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIS PARTY SERVICE PROVIDERS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, EXPENSES AND COSTS

(INCLUDING WITHOUT LIMITATION LEGAL COSTS ON AN ATTORNEY AND OWN CLIENT SCALE) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES AND/OR YOUR BREACH OF THE TOU AND USER POLICIES.

10. LIMITATION OF LIABILITY

10.1 SUBJECT TO 10.2, DINE-IN™ SHALL NOT BE LIABLE UNDER THE TOU FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION ANY LOSS OF ANTICIPATED INCOME, PROFITS OR CONTRACTS) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGE OR LOSS AROSE DUE TO A BREACH OF THIS AGREEMENT, IN DELICT, OR OTHERWISE, OR WHETHER IT WAS FORESEEABLE OR KNOWN.

10.2 NOTHING IN THESE TOU EXCLUDES THE LIABILITY OF DINE-IN™ FOR LIABILITY FOR LOSS OR DAMAGE:

10.2.1 CAUSED BY ITS FRAUD OR WILFUL MISCONDUCT;

10.2.2 CAUSED BY ITS NEGLIGENCE, IN THE EVENT OF DEATH OR PERSONAL INJURY; OR

10.2.3 WHICH, AS A MATTER OF LAW, IS NOT ALLOWED TO EXCLUDE OR LIMIT IN WHICH CASE SUCH LIABILITY WILL ONLY BE EXCLUDED OR LIMITED TO SUCH AN EXTENT AS ALLOWED BY THE APPLICABLE LAWS.

11. ENTIRE AGREEMENT, SEVERABILITY AND VARIATION

11.1 These TOU (including the other User Policies), constitute the entire Agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

11.2 Each of the parties acknowledges and agrees that in entering into these TOU it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether this person is a party to this Agreement or not) relating to the subject matter of these TOU, other than as expressly set out these TOU.

11.3 If any provision (or part thereof) of these TOU is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

11.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention and / or purpose of the parties.

11.5 You acknowledge that no terms at variance with the TOU shall be of any force and effect unless DINE-IN™ has, in writing, expressly and unambiguously agreed that the terms so sought to be introduced by you shall apply.

11.6 Any failure by DINE-IN™ to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provisions.

12. ASSIGNMENT

12.1 You shall not, without the prior written consent of DINE-IN™ assign, transfer, cede, change, sub-contract or deal in any other manner with all or any of your rights or obligations under these TOU or other User Policies.

12.2 DINE-IN™ may at any time assign, transfer, change, sub-contract or deal in any other manner with all or any of its rights or obligations under these TOU or the User Policies.

13. THIRD PARTY RIGHTS

13.1 Unless expressly stated otherwise, these TOU do not confer any other rights on any person or party (other than the parties to this TOU and, where applicable, their successors in title and permitted assigns).

14. GOVERNING LAW

14.1 This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

15. CONSUMER GOODS & SERVICES OMBUD



SUPPORT AND QUESTIONS:

We will provide support to you and answer any of your questions related to the website and our Services via the following methods:

- Email: feedback@millenniumfoods.co.za

- Telephone: +27 (021) 556 1603

Our further contact details can be obtained in the "Contact Us" section of this website at www.dineinmeals.co.za.