



Website Terms & Conditions

Welcome to The Restaurant Collective website!

We've designed our websites to be useful and informative.

Please read the T&C's carefully, because by using the website (as defined below) you agree to them without preconditions. If you do not agree to them, please do not use the website.

To help you read these Terms and Conditions:

- "TRC", "we", "us", or "our" refers to The Restaurant Collective; and
- "you" or "your" refers to the person accessing the website.

Limited License

This limited license is provided to you only, free of charge and is, subject to applicable law, revocable and/or subject to review at any time by TRC without prior

notice, for example where we believe you have breached any of these Terms and Conditions.

Except as expressly provided below, you agree not to reuse any content, information or material (collectively, the “**Content**”) from www.therestaurantcollective.co.za and on or to which website these Terms and Conditions are displayed or linked.

You agree not to copy, distribute, republish, upload, post or transmit anything from or to the website unless you receive written consent first, except for the limited license and exceptions described below. As a member of the public, TRC grants to you a limited license to display on your computer, print, download and use the content and the underlying HTML text, audio clips, video clips and other material that is made available to you on the website, for personal, informational, non-prohibited, non-commercial purposes only, provided that:

- You do not modify or misrepresent any such content; and
- You include with, do not delete, or change and display on each copy of such content the associated copyright, trademark, or other proprietary notices (including a notice that the applicable copy is subject to this limited license).

You may not distribute, publish, transmit, reuse, re-post or use the content from the website for public or commercial purposes, including, without limitation, the text, audio clips, video clips, images and other material that is made available to you on the Website.

We retain full and complete title to the software and to all the associated intellectual property rights in respect of the website and your use and access of such website. You are not permitted to redistribute or sell the content from the website – or to reverse-engineer, disassemble or otherwise convert it to any other form that people can use. Please note that if you are a member of the media, you may download content for your use, provided you also don't delete or change any copyright, trademark, or other proprietary notices, and that you adhere to good business practices regarding the use and reproduction of such content.

You agree that you will not use any content in a way that suggests any association, affiliation or endorsement between you or your products and those of TRC. Specifically, it is prohibited to create frames around any part of any of the website or use other techniques that alter the visual presentation of the website.

No rights are granted with respect to TRC trademarks and copyrights. Any unauthorized use of TRC trademarks and copyrights are strictly prohibited. We will actively enforce those rights and reserve the right to pursue legal action in the event of an infringement.

Prohibited Uses

Except as expressly permitted to do so under these Terms and Conditions, you may not, and you may not allow others to, directly or indirectly:

- Remove, from any copy of the content on the website, the copyright or other proprietary notices contained in or on such content
- Sell, modify, make derivative works of, or attempt to modify the content of the website in any way or reproduce or publicly display, perform, or

distribute or otherwise provide access to or use any content on the website for any public, commercial, or non-educational or non-personal purpose, including, without limitation, use to advertise or solicit business or use of the content on any other website

- Transfer any of the content on the website to any other person
- Except as expressly permitted in the limited license described above, print, or copy any of the HTML or other computer software that is accessible at the website
- Use the website in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of or otherwise abuse the website or any services, system resources, accounts, servers, networks, affiliated or Linked Sites (as defined below), connected to or accessible through the website (including, without limitation, uploading, posting or otherwise transmitting on our sites computer viruses, Trojan horses, worms or other files, malware or computer programs that are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on the website's infrastructure; or use any robot, spider, scraper or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from the website or the content on the website in whole or in part)
- Use or attempt to use another's account, password, or other information in connection with our website; create or use a false identity on the website or impersonate any person or entity or otherwise misrepresent your affiliation with any person or entity; attempt to obtain unauthorized access to the website; or send to the website or TRC any incomplete, false, or inaccurate information
- Disrupt or interfere with any other person's use or enjoyment of the website or affiliated or Linked Sites (as defined below) or any services thereof

- Delete or revise any of the content posted on the website
- Collect or store personal data about other users or viewers of the website;
and
- More generally, act in a way a reasonable person would not act.

Compliance with Law

You agree that you are solely responsible for your actions and communications undertaken or transmitted during your usage of content on the website, and that you will comply with all laws that apply or may apply to your use of activities or content on the website or in respect of the content on the website. TRC will investigate occurrences that may involve violations of such laws and may involve and cooperate with law enforcement authorities in prosecuting users who are involved in such violations. TRC always reserves the right to disclose any information regarding your usage of content on the website as necessary to satisfy any law, regulation, or governmental request.

Additional Terms of Use

Certain areas of the website may be subject to additional terms of use (including such terms as to govern specific promotions, competitions, or other programs on the website) (the “**Additional Terms of Use**”). You agree that by using such areas, or any part thereof, you agree to be bound by the Additional Terms of Use applicable to such areas. The Terms and Conditions, together with the Additional Terms of Use, any online notices, and the [POPIA Act](#), constitute the entire agreement between you and TRC with respect to all the subject matter discussed in these paragraphs, and, to the maximum extent permitted by law, supersede all communications, representations or agreements, either oral or written, between

you and TRC or any of its affiliates with respect to this subject matter. In the case of any conflict between the Terms and Conditions and the Additional Terms of Use, the Terms and Conditions shall govern.

Jurisdiction and Choice of Law

Unless otherwise specified, the content on the website is presented to provide information about TRC and its products.

If any disputes arise between us regarding your use of the website, these Terms and Conditions, and the Additional Terms of Use, such disputes will be resolved according to the laws of South Africa, without giving effect to the principles of conflicts of law thereof. You agree that any such dispute may be resolved before the Courts in the Province of Gauteng, and you hereby submit to the non-exclusive jurisdiction of those Courts. If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision (or part of that provision, as applicable) shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions (or the remaining parts of that provision, as applicable).

No Warranties

While we work hard to provide you with the most current and accurate information, we do not warrant, guarantee, or represent that everything on the website is error free or complete. To the extent permitted by applicable law, TRC does not warrant, guarantee, or represent the quality, accuracy, timeliness or completeness of any claims, statements, or information on the website, and TRC makes no

representations about the suitability of any of the information contained on the website for any purposes.

To the extent permitted by applicable law, all information, products, materials, services, and advice contained on the website or provided by the website, including all text, graphics, links, animation, java script, cookies, products, and materials are provided "as is" without any representations, guarantees, warranties or conditions of any kind, either expressed or implied.

Without limiting the foregoing and to the extent permitted by applicable law, there are no warranties, guarantees or representations that:

- The content is of any level of merchantability or fit for a particular purpose
- The functional elements contained in the content will be uninterrupted or error free
- Defects will be corrected
- The website or the servers that make them available are free of viruses or other harmful components; and
- Successful results or outcomes will result from properly following any instructions, directions or recipes contained in the content

In addition to the above, and to the extent permitted by applicable law, you assume the entire cost of all necessary servicing, repair or correction resulting from your use of the TRC website.

Non-Excludable Provisions

Notwithstanding anything to the contrary, nothing excludes or limits any guarantee, term, condition, or warranty, or any right or remedy, implied or imposed by applicable legislation which cannot lawfully be excluded or limited (as applicable), including under consumer protection legislation. In respect of any guarantee, term, condition, or warranty implied or imposed by applicable legislation which cannot be excluded ("**Non-Excludable Provision**"), but in respect of which we are able to limit your remedy, then your remedy and the TRC's liability is limited to the maximum extent permitted by applicable law.

Disclaimer: Linked Sites

The website sometimes provides access to other world-wide websites (collectively, the "**Linked Sites**") from within the website. TRC doesn't endorse the content or any products or services available on these Linked Sites or make any representations regarding the content or accuracy of materials on these Linked Sites. If you establish a link to these Linked Sites, you do so at your own risk and without the permission of TRC. Check the Uniform Resource Locator (URL) address provided in your World Wide Web browser to see if you are still in a TRC-operated website or have moved to another website.

We do not claim that TRC is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo, or copyright symbol of TRC. You agree that you will not point or link from a website directly to content within the website without the express prior written permission of TRC. TRC reserves the right to disable links directly or indirectly from third party websites to the website.

We may from time to time provide users of the website with access to certain specialized content and interactive services through which you are able to display or post information and materials and certain software tools that can be used for various purposes, including to play music provided by the website, to interact with other website users or to create content. These services and software, and Content made available through the website and all software used to make the site available are and shall remain the property of TRC, its affiliates and their licensors and suppliers, and may be protected by copyright, trademark, patent and/or other proprietary rights and laws.

Limitation of Liability

To the extent permitted by applicable law (and without limiting the “Non-Excludable Provisions” section above), in no event shall TRC, or any of its directors, officers, agents or employees be liable for any damages whatsoever, including special, indirect, consequential, exemplary (punitive) damages arising out of or in connection with the use or performance of content available on the website whether in an action in contract, tort (including but not limited to negligence) or otherwise.

These include (but are not limited to) damages or injury caused by any:

- Use of (or inability to use) the website
- Use of (or inability to use) any Linked Sites to which you hyperlink from the website
- Failure of performance
- Use of (or inability to use) any content created by a user of the website
- Error

- Omission
- Interruption
- Defect
- Delay in operation or transmission
- Computer virus; and
- Line failure.

Keep in mind that we are not liable for damages of any kind, to the extent permitted by applicable law and without limiting the “Non-Excludable Provisions” section above), otherwise including without limitation the following:

- Damages intended to compensate someone directly for a loss or injury
- Loss of profits
- Damages reasonably expected to result from a loss or injury (legally, “consequential damages”); and
- Other miscellaneous damages and expenses resulting directly from a loss or injury (legally, “incidental damages”).

Furthermore, unless expressly forbidden or limited under applicable law, we are not liable even if we’ve been negligent or if any of our authorized representatives have been advised of the possibility of such damages – or both.

Submissions

TRC may not accept or consider creative ideas, suggestions, or materials other than those it has specifically requested. Accordingly, we ask that you do not send us any such materials. If, despite this request, you do submit material to TRC, all

remarks, suggestions, ideas, graphics or other information that you communicate to TRC through the website (other than information we agree to protect under the [POPIA Act](#) become, upon submission, and remain our property, even if the agreement created by these Terms and Conditions is later terminated and you consent to TRC's use and disclosure of such submissions, including publicly and commercially, and without attribution.

This means that, except in case of an infringement to the intellectual property rights of a third party:

- We don't have to treat any of your submissions as confidential
- We cannot be sued for using the ideas you submit (including, but not limited to, product or advertising ideas)
- We can use your submission, or anything similar, for any purpose without paying you or anyone else for the submission
- We will have exclusive ownership of all present and future rights to submissions of every kind; and
- You agree not to assert any ownership right of any kind in your submission (including, but not limited to copyright (including the right to make derivative works and the rights of copyright holders of an original work to derivative works), trademark, unfair competition or implied contract), you assign your copyright to us and you waive your moral rights to any copyrightable work against TRC and those designated by TRC, and you must obtain all other necessary waivers or consents from any other authors of any moral rights which may subsist in any work to permit TRC to exercise its full rights of use and enjoyment of such work.

You acknowledge that you are responsible for any submission you make – in other words, you acknowledge and warrant that you (and not TRC) have full responsibility for the submission, including, but not limited to, its legality, reliability, appropriateness, originality, and copyright. You (and not TRC) will solely be liable for any third party's intellectual property or moral rights infringements. Further, where any of the content submitted by you includes personal information or data of any person, you warrant that you have made all necessary disclosures to, and received all necessary consents from, the relevant individuals to which that information relates, including as required under any applicable privacy or data protection laws.

Release/Indemnity

To the extent permitted by applicable law, you agree to release, indemnify and hold harmless TRC, and any of its directors, officers, agents and employees, and such other additional persons to be released and/or indemnified as identified in the terms, conditions and rules which govern specific promotions, contests or other programs on the Website (collectively referred to herein as the "**Releasees**") from all liability (whether arising in an action in contract, tort (including but not limited to negligence) or otherwise) in any way relating to or arising in connection with your use of the website, including injuries, loss or damage of any kind. You acknowledge and agree that, except in respect of Non-Excludable Provisions, the Releasees have not made, and are not liable for, any representation, guarantee, warranty, or condition in respect of the website.

Intellectual Property

TRC owns the intellectual property rights in the content and in all underlying programming or has obtained permission of the owner to use the content. If you submitted content to the website, you are deemed to have provided consent for us and other users of the website to use and modify this content (including on a perpetual basis). Further, where any of the content submitted by you includes personal information or data of any person, you warrant that you have made all necessary disclosures to, and received all necessary consents from, the relevant individuals to which that information relates, including as required under any applicable privacy or data protection laws.

The website, including all content on the website, are protected by intellectual property laws and treaty provisions. You acknowledge and agree that the website and the services and software used in connection with the website contain proprietary and confidential information that is protected by applicable intellectual property laws and that your use of the Website is personal to you and is not assignable. Any copying, reproduction, modification, publishing, transmission, distribution, or other use of the content on the website for any purpose that is not authorized under these Terms and Conditions and for which you do not receive our prior written consent is strictly prohibited.

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Termination of these Terms and Conditions

These Terms and Conditions, and the agreement between you and TRC that they create, are effective until terminated by either party. You may terminate these Terms and Conditions at any time, by immediately discontinuing your use and access of the website and by destroying all content obtained from each TRC website you have accessed, along with all related documentation and all copies and installations. You will terminate these Terms and Conditions and your right to access the website if you do not agree to any change made to the website and/or these Terms and Conditions.

TRC may terminate the licenses and rights granted to you under these Terms and Conditions at any time and without notice to you if, in its sole judgment, you breach any term or condition of the agreement between you and TRC that these Terms and Conditions create. Upon termination, you must destroy all content and cease using the website.

Notwithstanding termination, you agree to remain bound by these Terms and Conditions with respect to any previous use of the website and any content downloaded or accessed.

In addition, by providing material on the website, we do not in any way promise that the materials will remain available to you. TRC is entitled to terminate or modify all or part of any of its website at any time, without notice to you.

Privacy and Data Protection

Where and to the extent permitted by applicable law, you consent to the collection, use, disclosure, and processing of personal data as contemplated by the Global Privacy Policy. Please read the [POPIA Act](#) to obtain information about your privacy rights and on how TRC uses, discloses, and processes your personal data during your use of the website.

Miscellaneous Points about the Terms and Conditions

TRC may, without notice to you, modify these Terms and Conditions, and the agreement between you and TRC that they create, at any time, simply by updating this posting. Changes will be effective when they are posted. Please check the Terms and Conditions regularly for updates. If any term or condition or any change is not acceptable to you, you must discontinue your use of the website immediately. Your continued use of the website after any change to these Terms and Conditions is posted will constitute acceptance of change. These Terms and Conditions apply only to your use of the website and not to any other agreement you may have with any TRC affiliate.