



## DRYVAR FOODS LICENCE AGREEMENT

Entered into between

**DRYVAR (PTY) LTD**

(Registration No. 2017/440546/07)

(Address: Unit 202, 2nd Floor, The Ridge 6, 20 Ncondo Place, Umhlanga, 4319)

(Who shall be referred to hereinafter as "the company")

And

Store Name : The Address halal

Registration No. : \_\_\_\_\_

Physical Address : 101 Annex Road

Contact Number : 0824778635

Email Address : mokaj1@yahoo.co.uk

(The Restaurant who shall be referred to hereinafter as "subscriber")

(hereinafter referred to as the parties)

WHEREAS the company has created an online platform known as DRYVAR FOODS, which is in the form of an application, which sole purpose is to provide an affordable and easily accessible mode of food delivery.

AND WHEREAS the company wishes to make available to its subscriber the application with the intention to provide individuals with an opportunity to offer such services by subscribing to the application to utilise it to procure such work.

AND WHEREAS the subscriber is desirous of entering in to an agreement with the company, to utilise its platform, which shall set out the terms and conditions of the relationship between the company and him/herself.

**THEREFORE** the parties agree to the following **terms and conditions**.

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4.5.2. Make available to the subscriber, all new or improved products, services, methods and procedures developed for the DRYVAR Foods app.

#### 5. NO WARRANTY

5.1 The company licenses and supplies the application and/or Software "as is" and does not warrant that the operation thereof will be uninterrupted or error free, or that the application and/or software will be suitable for any particular purpose not withstanding that any such purpose may be known or ought reasonably to have been known by the company.

5.2 The company does not warrant against interference with your enjoyment of the licensed application, that the functions contained in, or services performed or provided by, the licensed application will meet your requirements, that the operation of the licensed application or services will be uninterrupted or error-free, or that defects in the licensed application or services will be corrected

5.3 To the maximum extent permitted by law, no oral or written information or advice given by the company or its authorized representative shall create a warranty.

#### 6. LIABILITY

6.1. The parties agree that the company shall not, for any reason whatsoever, be liable for any damages, directly or indirectly incurred by the subscriber or driver as a result of this agreement or as a result of the subscriber services.

6.2. More specifically (but not limited to the below), the parties agree that the company shall not be held liable for:-

6.2.1. Any loss or damage of the subscriber's property.

6.2.2. Any loss or damage of a third party's property.

6.3 Furthermore, the parties agree that the subscriber will be held liable for any loss or damage to the property provided by Dryvar Foods i.e tablets etc.

#### 7. RESTRICTION

7.1. The subscriber agrees to not enter in to any agreement for a period of 24 months with a third party who offers similar or same services as that of the company nor shall it be for another company who offers such services. Unless contracts or agreements have been signed prior to joining the DRYVAR Foods platform.

7.2. A breach of this clause found above, may result in legal action being issued against your store.

7.3 Are you currently on any other delivery platform(s)?

Yes: ☒

No: ☐

7.3.1 If you ticked "yes", please specify:

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#### 8. TERMINATION

8.1. The license granted in terms of this agreement is effective until terminated by either party and the subscriber's rights under this Agreement will terminate automatically without notice from the Company if the Subscriber fails to comply with any term(s) of this Agreement.

8.2. Upon termination of the license, the Subscriber shall cease all use of the Licensed Application, alternatively, the company reserves its right to terminate the subscriber.

8.3. The company DRYVAR Foods may terminate this agreement, either wholly or in part, by written notice to the subscriber.

If any one or more of the following events occur:

8.3.1. The subscriber is in material breach of any of its obligations in terms of this agreement, and in the case of a remediable breach, fails to remedy that breach within 7 (seven) work days of receipt of a notice requiring that the breach be remedied;

8.3.2. The subscriber commits an act of insolvency, is placed under judicial management, or be placed in liquidation (whether provisionally or finally); compromises with any of its creditors or endeavors or attempts to do so.

8.3.3. If found guilty of a criminal offence as per the discretion of DRYVAR Foods.

8.3.4. The subscriber ceases or threatens to cease to carry on business and suspends payment of all or substantially all of its debts or is unable to pay its debts as and when they fall due; and in the event of the company electing to cease the application for any other reason whatsoever.

8.4. Where the subscriber elects to terminate this agreement prematurely, the subscriber shall be liable to a cancellation fee of a total of R6000-00. Such premature termination shall include instances where the subscriber elects to abandon this agreement and no longer provide the DRYVAR Foods service. We reserve the right to blacklist the subscriber in such event.

#### 9. WHOLE AGREEMENT

9.1. This Agreement constitutes the whole agreement between the Parties as to the subject-matter hereof and no agreements, representations, or warranties between the Parties other than those set out herein are binding on the Parties.

9.2. The terms of use may be updated electronically from time to time on our website and use of the mobile application/software system for DRYVAR Foods deems acceptance of the latest terms and conditions applicable to a subscriber.

#### 10. VARIATION

10.1. No addition to or variation, cancellation or novation of this agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both of the Parties or their duly authorized representatives.

#### 11. RELAXATION

11.1. No latitude, extension of time or other indulgence which may be given or allowed by either Party to any other Party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or prevent such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

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