

1. Generalities of the Terms of Service

Welcome to **TAKKi Dynamics (Pty) LTD!** (a.k.a. "**we**" or "**us**" or the "**Company**"). We are excited to have you as user and member of the community. The following terms and conditions (collectively, these "**Terms of Service**") apply to your use of mytakki.com, including any content, functionality and services offered on or via mytakki.com (the "**Website**"). The Terms of Service also include our **Privacy Policy**, that you can review our website.

We want to keep our relationship with you as lean and informal as possible, but please read the Terms of Service carefully before you start using TAKKi Dynamics (Pty) LTD, because **by using the Website you accept and agree to be bound and abide by these Terms of Service.**

Should you disagree with some of the provisions herein, you can either leave the Website (although we'll be sad to see you go!), or contact us at official email address reachable from the Website. In any case, we'll be happy to hear your comments and suggestions.

2. Changes and Modifications

TAKKi Dynamics (Pty) LTD is a work in progress, meaning that a lot will change in the near future. We reserve the right to update the Website and these Terms of Service from time to time, at our discretion. We will make sure to announce any major change in a prominent way, but since "major" is a very subjective concept, you can always monitor and subscribe to changes via our TOS Tracker (yes, we track our own Terms!). Of course, this document is public on TAKKi Dynamics (Pty) LTD, and you will be able to see the changes for any new version (just click on the "See all versions" button on the right). **Your continued use of the Website following the publishing of updated Terms of Service means that you accept and agree to the changes.**

3. Website & Security

We are working hard on improving TAKKi Dynamics (Pty) LTD, but we can't guarantee that the Website will be up and running 24/7. We also reserve the right to suspend or restrict access to some features to users. In any case, we will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period, nor for any data loss (see also section 7 below).

To access certain features of the Website you have to register by entering your email and choosing a password as part of our security procedures. You must treat such information as confidential, not disclosing it to any third party and only using TAKKi Dynamics (Pty) LTD in person. There is a password reset procedure in case you forget your password, but please notify us of any breach of security.

We highly recommend to choose a strong password (e.g. "dw34hnd892Gj") and that you log out from your account at the end of every session.

It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. In the future, you may be asked to provide certain registration details or other information. As custom for internet websites, we reserve the right to disable any user account, at any time in our sole discretion for any or no reason, including, if in our opinion you have failed to comply with any provision of these Terms of Service.

We use encryption based browsing for all logged-in users, but we cannot guarantee that all use will be secure. We also do not guarantee that the Website or any content provided on the Website is error free. We manage your personal data according to our **Privacy Policy**.

4. Intellectual Property Rights and Use Guidelines.

The Website and its original content, features and functionality (including look!), are owned by TAKKi Dynamics (Pty) LTD and are protected by USA and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. TAKKi Dynamics (Pty) LTD is about copying, branching and modifying documents, not Website, design or code. So, you agree to not copy, modify, create derivative works of, publicly display, publicly perform, republish, any of our copyrighted material, except to the extent permitted by the Website itself. If you have doubts about whether and how to use of material on the Website, please address your concerns to our email address. For purposes of these Terms of Service, the term “**Content**” includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Website. For the purposes of these Terms of Service, “Content” also includes all User Content (as defined below).

All Content added, created, uploaded, submitted, distributed, or posted to the Website by users (collectively “**User Content**”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Website is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Website is or will continue to be accurate.

By submitting **public** User Content through the Website, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sub licensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Website and our (and our successors’ and assigns’) businesses, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Website a non-exclusive, perpetual license to access your User Content through the Website, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content. For clarity, **the foregoing license grants to us and our users does not affect your other ownership or license**

rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

We do not guarantee that any Content will be made available on the Website. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Website.

You are permitted to use the Website for your personal, non-commercial use, or legitimate business purposes, provided that your activities are lawful and in accordance with these Terms of Service. Prohibited uses include violation of laws and regulations, hacking the Website in any manner, or violating the **Content Standards** set below. No right, title or interest in or to the Website or any content on the site is transferred to you, and all rights not expressly granted are reserved. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and can lead to account termination.

We encourage your feedback, in the form of reviews, comments, and suggestions or recommendations for modifications, improvements or changes to the Services or the Site that you may choose in your sole discretion to provide us from time to time ("**Feedback**"). When you provide Feedback, you grant us, under all right, title and interest in and to the Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Website or other products or services.

The Website may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Website.

5. Acceptance of Use.

Subscribing or purchasing or registering at the Website you confirm to have carefully read and understood our Terms of Service, in particular you accept following guidelines of acceptance, Customer will **NOT USE** the Service to:

- apply defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable actions.

- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any patent, trademark, trade secret, copyright or other intellectual property rights of any other person.
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service.
- be likely to deceive any person.
- promote any illegal activity, or advocate, promote or assist any unlawful act.
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization.
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- give the impression that they emanate from us or any other person or entity, if this is not the case.

Additionally, you agree to completely agree and understand following guidelines:

- You are the only responsible entity for the use of our service.
- The Business shall be under no liability to you in respect of anything, which notwithstanding this provision may constitute a breach of this Agreement arising by reason of force majeure which includes (inter alia) an Act of God and failure of any third party.
- This Agreement contains the full and complete understanding between the parties and supersedes and replaces all prior arrangements, terms, representations and understandings whether written or oral relating to the subject matter of this Agreement and neither you nor the Business shall be bound by any variation or addition to this Agreement unless agreed in writing and signed by duly authorised representatives from both sides.

6. Law and Copyright Infringements

We do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability

for any action or inaction regarding transmissions, communications or content provided by any user or third party. In the unlikely event, we receive a disclosure request from an authorized party, we reserve the right to disclose user identities when required to do so by the law, including in response to a law enforcement request supported by a valid court order. You waive and hold harmless the Company from any claims resulting from any action taken by the Company during or as a result of its investigations and from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

If you believe that any User Content violate your copyright, please follow the procedure set forth by article 512(c) of the DMCA and provide us a written takedown notice including the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
4. Information reasonably sufficient for us to contact you, such as email, address, telephone number.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The notice should be addressed to our official email address reachable through the Website.

7. Disclaimer of Warranties, Limitations of Liability and Indemnification.

Your use of TAKKi Dynamics (Pty) LTD is at your sole risk. The service is provided "as is" and "as available". We disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

We are not liable for damages, direct or consequential, resulting from your use of the Website, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of any third-party's rights. You acknowledge that you have only a limited, non-exclusive, non-transferable license to use

the Website. Because the Website is not error or bug free, you agree that you will use it carefully and avoid using it ways which might result in any loss of your or any third party's property or information.

8. Geographic Restrictions

Current business operates in a Global market, so that we will not apply any geographical restriction.

9. Governing Law and Jurisdiction

These Terms of Service and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the USA without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the courts of the USA.

10. Waiver and Severability

Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and TAKKi Dynamics (Pty) LTD and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service). If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

11. Refunds

Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund. If you wish to change or cancel your Order, you may contact our Customer Care team and they will attempt to contact the Restaurant in order to communicate your requests. However, there is no guarantee that we will be able to reach the Restaurant or that the Restaurant will agree to your requests as they may have already started processing your Order.

12. Feedback

We welcome any comment, question and communication at our official email address.