



**TAP TUCK (PTY) LTD**

**REGISTRATION NUMBER: 2016/428222/07**

**ONLINE TERMS AND CONDITIONS**

## **1. Introduction**

- 1.1. These Terms and Conditions are binding and enforceable against every person that accesses or uses the App (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”).
- 1.2. You shall not be entitled to use the App if you do not agree to the Terms and Conditions.
- 1.3. The Tap Tuck software application and website at [www.taptuck.co.za](http://www.taptuck.co.za) (the “**App**”) is available for download from various app stores identified by Tap Tuck from time to time, on compatible electronic devices, or accessible through the website.
- 1.4. The App is owned and operated by Tap Tuck (Proprietary) Limited (“**Tap Tuck**”, “**we**”, “**us**” and “**our**”).
- 1.5. The App enables users to order, purchase and pay for Items (the “**Items**”) from any school merchant (each a “**Merchant**”).
- 1.6. These terms and conditions (“**Terms and Conditions**”) govern the ordering, sale, delivery and collection of Items, and the use of the App.
- 1.7. This User Agreement is an agreement between (“**you**” or “**user**”) and Tap Tuck (Pty) Ltd (“**we**”, “**us**”, “**Tap Tuck**”, “**our**”).



## 2. Definitions

- 2.1. Headings to the clauses of this Agreement are for the purposes of convenience and reference only and shall be used to assist with the interpretation of the terms of this Agreement.
  
- 2.2. The following terms shall have the meanings assigned to them below. Singular terms include the plural and vice versa:
  - 2.2.1. "Account" means a Tap Tuck account or profile created by User;
  - 2.2.2. "Agreement" means this user agreement, including any annexures hereto;
  - 2.2.3. "App" means the Tap Tuck application for your Device through which you transact;
  - 2.2.4. "Member" means members at organizations who will use the Tap Tuck Mobile App, for example a Learner at a School; and "Subscriber" means the subscriber of such member, for example the Parent of that Learner;
  - 2.2.5. "Organization(s)" means any organization that will register with Tap Tuck to use Tap Tuck for the administration of its organisation finances;
  - 2.2.6. "PCI Data Security Standards" means the Payment Card Industry Data Security Standard which is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa and MasterCard;
  - 2.2.7. "Services" means the services to be provided by Tap Tuck through the use of the Tap Tuck app;
  - 2.2.8. "Tap Tuck" in South Africa means a private company registered in South Africa with registration number 2016/428222/07, with its main business being that of items ordering and cashless payments and principal place of business being Unit 4, 2nd Floor, Glen Eagles Park, 10 Flanders drive, Mount Edgecombe, 4300;
  - 2.2.9. "Third Party Provider" means the use of any third party for the fulfillment of the operation and/or functionality of the Services offered by Tap Tuck through Tap Tuck;
  - 2.2.10. "User" means the person using the Tap Tuck Application;
  - 2.2.11. "User Content" means, any form of content such as discussion forums, posts, chats, tweets, advertisements and other forms of media that were created by Users of Tap Tuck.



### 3. Important Notice

- 3.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act 2008 (the “CPA”).
- 3.2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which;
  - 3.2.1. may limit the risk or liability of Tap Tuck or a third party; and/or
  - 3.2.2. may create risk or liability for the user; and/or
  - 3.2.3. may compel the user to indemnify Tap Tuck or a third party; and/or
  - 3.2.4. serve as an acknowledgement, by the user, of a fact.
- 3.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 3.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Tap Tuck to explain it to you before you accept the Terms and Conditions by continuing to use the App.
- 3.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Tap Tuck in terms of the CPA.
- 3.6. These Terms and Conditions are divided into three sections, as follows:

**PART A: ORDERS AND SALES**

**PART B: GENERAL LEGAL TERMS**



## PART A - ORDERS AND SALES

### 4. How it works

- 4.1. You may place your order and pay for Items via the App. At the time of ordering, you are required to select your child, and then you will be given a selection of Merchants. You will only be allowed to order Items from that selection of Merchants, which fall within the prescribed area (as determined by Tap Tuck from time to time).
- 4.2. Where you have ordered using the App, you may be given the choice of receiving the Items by means of courier, which delivery service shall be carried out by Tap Tuck or its nominee ("**Courier Delivery**"), or by means of self-collection by you or your nominee from the relevant Merchant ("**Self-collection**"). Where no such choice is given, you will be able to order Items on the App for Self-collection. We will indicate on the relevant product and checkout pages in the App which Items are for sale by a particular Merchant. You can only order Items from one Merchant at a time, in each order that you place.
- 4.3. We may at any time suspend or terminate the availability of a Merchant, menu or menu item on the App, in our sole discretion.
- 4.4. You acknowledge that, notwithstanding that the Items may be ordered via the App, you place such order with the relevant Merchant. The sale of Items (formed on acceptance of an order, as set out in clause 5.2) is solely between the registered user and the relevant Merchant. Neither Tap Tuck nor any party attending to the Courier Delivery (if applicable) is a party to that sale of Items. Tap Tuck only provides the platform to facilitate transactions between Merchants and registered users in relation to the Items. Tap Tuck is neither the buyer nor the seller of the Items. Any claims the registered user may have in respect of the Items shall be against the relevant Merchant.
- 4.5. Because we want you to have a safe and consistent experience, Tap Tuck will be your first point of contact for any complaints arising out of or in connection with the sale of



Items between a registered user and a Merchant. Should such complaint escalate into being a dispute, although Tap Tuck is entitled to become involved in an attempt to resolve it, Tap Tuck is not obliged to do so, and any disputes must be resolved between the registered user and the relevant Merchant.

## **5. Registration and use of the App**

- 5.1. Only registered users may order Items via the App.
- 5.2. To register as a user via the App, you must provide Tap Tuck with your unique email address or telephone number, personal details and any other relevant information required. You will thereafter be requested to select your own password or be issued a randomly generated password (which you may subsequently change). You will need to use your unique username and password to place an order via the App. You agree that a Tap Tuck operator may call you to confirm your personal details, order information or wallet balance. For security purposes you agree to enter your correct username and password whenever ordering Items via the App, failing which we will not process your order.
- 5.3. You agree and warrant that your username and password (if applicable) shall:
  - 5.3.1. be used for personal use on the App only; and
  - 5.3.2. not be disclosed by you to any third party.
- 5.4. You agree that, once your correct username and password have been entered (in relation to the App), irrespective of whether the use of the username and/or password is unauthorised or fraudulent, you will be liable for payment of any resulting order.
- 5.5. You agree to notify Tap Tuck immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and/or password and to take steps to minimize any resultant loss or harm.



- 5.6. You may post reviews voluntarily on the App which will be viewable by other users, regarding your order, payments and the service you received. You may not use the App to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful. We are entitled, at any time in our sole discretion, to remove any reviews and/or comments posted by you in contravention of this clause.
  
- 5.7. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the App. You may use the App only for lawful purposes and may not in any way (including without limitation by use of any robot, spider, other automatic device or manual process) monitor, distribute, display, publish, copy, print, post, modify or otherwise use the App and/or the information contained therein without the express prior written consent of an authorised Tap Tuck representative.

## **6. Conclusion of Sales and availability of Items**

- 6.1. Registered users may place orders for Items, which the Merchant and/or Tap Tuck may accept or reject. The placing of an order will happen when payment is made by credit card, or by means of the Tap Tuck wallet. Whether or not the Merchant and/or Tap Tuck accepts an order depends on various factors, including but not limited to, the availability of Items, capacity for Courier Delivery, correctness of the information relating to the Items (such as the price) and receipt of payment or payment authorisation (if applicable) by Tap Tuck for the Items.
  
- 6.2. NOTE: Tap Tuck will indicate the acceptance of your order (by Tap Tuck and the Merchant) by way of SMS, push notification or email (“Acceptance Notice”), and only at that point will agreements of sale (the “Sale”) come into effect between you and:
  - 6.2.1. the Merchant in respect of the Items; and
  - 6.2.2. if applicable, Tap Tuck in respect of the Courier Delivery services (if you requested Courier Delivery of the Items).
  
- 6.3. Clause 6.2. above applies regardless of any earlier communication from the Merchant and/or Tap Tuck stating that your order or payment has been confirmed. Tap Tuck will



indicate the rejection of your order by canceling it, notifying you thereof and, as soon as possible thereafter, refunding you for any amount already paid.

- 6.4. Prior to the Items being delivered to your nominated address or you being notified that the Items are ready for collection (as applicable), we may reject an order or cancel a Sale at any time due to:
  - 6.4.1. the Merchant being unable to fulfil the order;
  - 6.4.2. Courier Delivery services not being readily available (if applicable); and/or
  - 6.4.3. any other reason in Tap Tuck's sole discretion.
  
- 6.5. In circumstances under which Tap Tuck cancels an order as provided for above, there shall be no liability on the part of Tap Tuck unless in circumstances of negligence on the part of Tap Tuck.
  
- 6.6. Should you wish to retract your order, you should contact Tap Tuck via telephone immediately, and Tap Tuck will use its reasonable endeavours to affect such retraction. You will not be able to retract your order via the App, or after an Acceptance Notice has been generated. You will not be able to change your order after placing it but may be able to retract it (subject to the above) and place a new one.
  
- 6.7. Placing Items in your shopping basket on the App without completing the purchase does not constitute an order for Items, and as such, Items may be removed from the shopping basket if stock is no longer available, or the price thereof might change without notice to you. You cannot hold Tap Tuck and/or the Merchant liable if such Items is not available or is not available at a particular price when you complete or attempt to complete the purchase cycle at a later stage.
  
- 6.8. Tap Tuck relies on information supplied to it by the Merchants relating to the Items, and Tap Tuck accordingly bears no liability for any inaccuracies in such information supplied to it. You acknowledge that stock of all Items on offer may be limited. Tap Tuck will take reasonable efforts to ensure that when Items is no longer available, offers thereof are discontinued on the App. However, we cannot guarantee the availability of Items. When Items are no longer available after you have placed an order, Tap Tuck will notify you thereof and reject your order or cancel the Sale, in which event you will be entitled to a refund of the amount paid by you for such order.



- 6.9. You also acknowledge that the pricing of Items may change at any time without notice to you, but no price change will affect any Items ordered in respect of which you have received an Acceptance Notice, except in the case of an obvious pricing error. In the event of an obvious pricing error, we may reject your order or cancel the Sale at any time, and you will be entitled to a refund of the amount paid by you for such order.
  
- 6.10. Any dispute regarding inaccurate information relating to a Merchant or Items, Items pricing errors or sold-out Items should be resolved between you and the relevant Merchant; your respective rights and obligations being as set out in these Terms and Conditions.
  
- 6.11. It is your responsibility to establish from the relevant Merchant which ingredients will be used when preparing the Items and make the necessary arrangements with such Merchant to exclude any ingredients if you have any allergies or special requirements. We cannot and do not guarantee that the Items will be free of allergens, and we disclaim any liability relating to any ingredients or allergens contained in Items.

## **7. Minors**

- 7.1. By using the App, you warrant that you are 18 years of age or older and of full legal capacity.
  
- 7.2. If you are under the age of 18 or if you are not legally permitted to enter into a binding agreement, then you may use the App only with the involvement and supervision of your parent or legal guardian.
  
- 7.3. If your parent or legal guardian supervises you and gives his/her consent, then he/she agrees to be bound to these Terms and Conditions and to be liable and responsible for your actions processed on the APP and shall be bound by the obligations under these Terms and Conditions as if they themselves were using the App.

## **8. Charges**



- 8.1. For each order placed, you will be charged:
  - 8.1.1. the total Items price by the relevant Merchant.
  - 8.1.2. where you have selected Courier Delivery, a Courier Delivery service fee by Tap Tuck; and
  - 8.1.3. where you have ordered from certain Merchants as indicated on the App, a 5% transaction fee by Tap Tuck may be charged in addition to the Courier Delivery service fee;  
(Read together as, the “order **charges**”).
- 8.2. If specifically requested by you, Tap Tuck will provide you with a VAT invoice for any fees charged by it in respect of the Courier Delivery. The invoice will be sent to you by email and will also reflect the price of the purchased Items as a line item. Please contact the relevant Merchant directly if you require a VAT invoice in respect of the purchased Items. Contact details of the Merchant can be requested from Tap Tuck’s national call center. If any Merchant fails to provide you with the invoice within 5 business days after your request, you may notify us thereof and we will endeavour to obtain and provide you with the required invoice as soon as possible.
- 8.3 Tap Tuck in its reasonable discretion, where it deems that a refund is legally required, refund the value in your credit wallet. Upon any termination of the usage of Tap Tuck caused by you, Tap Tuck reserves the right to refund your existing credit wallet amount, in further upon termination Tap Tuck reserves the right to charge a 2.5% bank fee recovery plus R7.50 (Seven Rand and Fifty Cents) Electronic Service Banking Fee.

## 9. Payment

- 9.1. Tap Tuck will receive payment of all order charges and will pay the Items-related portion thereof to the relevant Merchant. We are authorised to receive payment for the Items on behalf of the Merchant and payment made by you to us for the full price of the Items will discharge your payment obligations to the Merchant.
- 9.2. Payment for your order can be made in the following ways:



9.2.1. “Credit Card”: Payment by credit card may only be made when an order is placed via the App. Where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. You will be redirected to the secure site of our payment gateway, which is not owned by Tap Tuck or under Tap Tuck's control, and for which you acknowledge Tap Tuck is not responsible in law. Such payment gateway is however committed to upholding strict security standards, and at no stage will Tap Tuck store your credit card details. We are entitled to withhold processing the order until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the Items will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the order charges. You also warrant that your credit card has sufficient available funds to cover all the order charges; You warrant that you are fully authorised to use the credit card supplied for purposes of paying the order charges. You also warrant that your credit card has sufficient available funds to cover all the order charges; and

9.2.2. “EFT”: Electronic Fund Transfer.

9.3. If you have a promotional Voucher or discount (“**Voucher**”) that you wish to use with your order, you may only do so via the App. The above payment options are explained in more detail in our FAQ section, which is incorporated by reference (which means that it is deemed to form part of these Terms and Conditions).

## 10. Delivery of Items

10.1. If you order Items for Courier Delivery by Tap Tuck or its nominee (i.e., a Tap Tuck franchisee or an independent contractor) (the “**Courier**”):

10.1.1. you are required to indicate the physical address to which the Items should be delivered (“**Delivery Address**”);

10.1.2. you are not allowed to change the Delivery Address after submitting your order; and



- 10.1.3. you will only be allowed to order Items from Merchants within the prescribed range (as determined by Tap Tuck) from your Delivery Address.
  
- 10.2. If you order Items for Self-collection:
  - 10.2.1. you should indicate a physical address, in order for Tap Tuck to provide you with a selection of Merchants in such area; and
  - 10.2.2. you will only be allowed to order Items from such Merchants.
  
- 10.3. Where you have requested the Items to be delivered to you by way of Courier Delivery and you have received an Acceptance Notice:
  - 10.3.1. the Courier will endeavour to deliver the Items to you by the estimated delivery time specified in the Acceptance Notice, however, delivery times are not guaranteed and may be adjusted by us in our reasonable discretion. Events outside of the Courier's control such as traffic, inclement weather conditions and delays by the Merchant in relation to your order may result in a delay of the delivery of the Items, but the Courier will continue with its efforts to deliver the Items to you as soon as possible in the circumstances; and
  - 10.3.2. our obligation to deliver the Items is fulfilled when the Courier delivers the Items to the Delivery Address. The Courier is only responsible for the delivery of the Items to the Delivery Address. The Courier arrives at the Delivery Address, and you fail to open the door or respond to its telephone calls within 10 minutes, the Courier may leave the premises, taking the Items with it, and you will remain liable for payment of all order charges. If you are not able to be present at the Delivery Address to accept delivery of the Items, it is your responsibility to arrange for someone else to accept the delivery at such address and pay for the order on your behalf if payment has not yet been made. Neither Tap Tuck nor the Merchant is responsible for any loss or unauthorised consumption of Items, after the Courier has delivered the Items to the Delivery Address.
  
- 10.4. Where you have ordered Items for Self-collection from the Merchant, and you have received an Acceptance Notice:
  - 10.4.1. you or your nominee should display a copy of the Acceptance Notice to the Merchant upon collection of the Items; and



10.4.2. the Merchant is responsible for making the Items available for collection by you or your nominee at its premises, at the estimated collection time set out in the Acceptance Notice. If you or your nominee fails to collect the Items or respond to our or the Merchant's telephone calls, within 60 minutes after the estimated collection time, the Merchant may dispose of the Items in any manner which it deems fit, and you will remain liable for payment of the Items. Any dispute regarding the Merchant failing to make the Items available at the collection time or within 60 minutes thereafter, should be resolved between you and the relevant Merchant; your respective rights and obligations being as set out in these Terms and Conditions.

10.5. For more information about delivery, please see our FAQ section on our website at [www.taptuck.co.za](http://www.taptuck.co.za) .

## **11. Errors**

11.1. We shall take all reasonable efforts to accurately reflect or inform you of the Items description, availability, purchase price, Courier Delivery service charges and Services charges via the App. However, should there be any errors of whatsoever nature on the App (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to an order or Sale based on any error, the rejection of an order or the cancellation of a Sale, save to the extent of refunding you for any amount already paid.

## **12. Complaints**

12.1. We want you to be happy with your purchase. Please let us know by telephone or email as soon as possible if there is a problem with your Items quality, and if you receive the wrong Items or if you receive Items which are not as described on the App.

12.2. Save where we determine in our sole discretion that the cause for the complaint was due to the fault of Tap Tuck, we will communicate your complaint to the relevant Merchant, and thereafter the matter will need to be resolved by the parties to the Sale



of Items, being you and the Merchant, and Tap Tuck shall bear no liability in relation to such complaint.

- 12.3. In circumstances under which the cause for the complaint was due to the fault or negligence of Tap Tuck, Tap Tuck undertakes to facilitate and ensure that your correct order is delivered to you or the amount for the ordered is refunded to you.

### **13. Vouchers**

- 13.1. Tap Tuck may from time to time make Vouchers available for use on the App towards the purchase of Items. Vouchers can only be redeemed while they are valid, and their expiry dates cannot be extended.
- 13.2. Vouchers are issued in Tap Tuck's sole discretion, and we are entitled at any time to correct, cancel or reject a Voucher for any reason. Users do not have a right to Vouchers, and Vouchers cannot be earned. Vouchers are issued under specific terms and conditions regulating when and how they may be used.
- 13.3. As a general rule, and unless specified otherwise on the specific Voucher itself:
  - 13.3.1. each Voucher can only be used once;
  - 13.3.2. only one Voucher can be used per order;
  - 13.3.3. one Voucher can be used per person per promotion/campaign on the App;
  - 13.3.4. a Voucher must be used at check-out – it cannot be used later on existing orders; and
  - 13.3.5. the value of the Voucher will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.
- 13.4. Vouchers cannot be used to buy other Vouchers and cannot be exchanged or refunded for cash or credit. However, if you use a Voucher and your order is rejected or your Sale is cancelled, your Voucher will be made available for use again.
- 13.5. Tap Tuck is not responsible for any loss or unauthorised use of a Voucher.



## **PART B— GENERAL**

### **14. Changes to these Terms and Conditions**

- 14.1. Tap Tuck may, in its sole discretion, change any of these Terms and Conditions at any time which changes shall be available on the App. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the App.



- 14.2. Any such change will only apply to your use of the App after the change is displayed in these Terms and Conditions. If you use the App after such amended Terms and Conditions have been displayed, you will be deemed to have accepted such changes.

## 15. Electronic communications

When you use the App, or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our Privacy Policy as set out in Part B above.

## 16. Ownership and copyright

- 16.1. The contents of the App, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in the App (“**App Content**”) are protected by law, including but not limited to copyright and trademark law. The App Content is the property of Tap Tuck, its advertisers and/or sponsors, and/or is licensed to Tap Tuck.
- 16.2. You will not acquire any right, title or interest in or to the App or the App Content.
- 16.3. Any use, distribution or reproduction of the App Content is prohibited unless expressly authorised by an authorised Tap Tuck representative or otherwise provided for in law. To obtain permissions for the commercial use of any App Content, e-mail [info@taptuck.co.za](mailto:info@taptuck.co.za).
- 16.4. Where any of the App Content has been licensed to Tap Tuck or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions which are notified to you as being applicable.
- 16.5. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the Tap Tuck website and App belongs to Tap Tuck, including but not limited to all information, content, data, text, music, sound,



photographs, graphics and video messages – the selection and arrangement thereof, and all source code, software compilations and other material. Tap Tuck reserves all of its rights in respect thereof. Nothing in these terms and conditions grants you a right or license to use any trademark, design right or copyright owned or controlled by Tap tuck except as expressly provided in the Tap Tuck Terms & Conditions.

## 17. Disclaimer

- 17.1. **The use of the App is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from such use or reliance on any information on the App.**
- 17.2. Whilst Tap Tuck takes reasonable measures to ensure that the content of the App is accurate and complete, Tap Tuck makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the App, or as to the accuracy, completeness or reliability of any information on the App. If any such representations or warranties are made by Tap Tuck's representatives, Tap Tuck shall not be bound thereby.
- 17.3. Tap Tuck disclaims liability for all damage, loss or expense, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the App and/or any content therein, unless otherwise provided by law or as a result of the gross negligence of Tap Tuck.
- 17.4. Any views or statements made or expressed on the App are not necessarily the views of Tap Tuck, its directors, employees and/or agents.
- 17.5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Tap Tuck also makes no warranty or representation, whether express or implied, that the information or files available on the App are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardize or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.



- 17.6. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardies, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of Tap Tuck, its employees, agents or authorised representatives. Tap Tuck thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the App.

## **18. Old wallets/ dormant accounts/unused money**

- 18.1 Any unused money in accounts that have not been accessed for a period of one year will be subject to an administration fee payable to TAPTUCK by the consumer after notice has been given to the consumer of their unused funds.
- 18.2 Consumers will be given 15 days after notice has been given by Taptuck to withdraw the unused funds.
- 18.3 The administration fee will become applicable after one year of dormancy of the account i.e. after one year of the account not being used or accessed.
- 18.4 The fee of R35.00 (thirty-five rand) will be deducted every month following the year in which it has been deemed that the account has not been accessed.
- 18.5 The administration fee will be deducted from the available funds in the dormant account until there are no longer funds available in the account.

## **19. Linked third party websites**

- 19.1. The App may contain links or references to other websites ("**Third Party Websites**") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Tap Tuck is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use.
- 19.2. Notwithstanding the fact that the App may refer to or provide links to Third Party



Websites, your use of such Third-Party Websites is entirely at your own risk, and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third-Party Websites or your reliance on any information contained thereon.

## **20. Limitation of liability**

- 20.1. Tap Tuck cannot be held liable for any inaccurate information published on the App and/or any incorrect prices displayed on the App, save where such liability arises from the gross negligence or willful misconduct of Tap Tuck, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible



malfunctions or errors by way of email to [info@taptuck.co.za](mailto:info@taptuck.co.za) or by phone at (073) 415-1207.

- 20.2. Tap Tuck shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the app, or the content contained in the app; or your inability to use the app, and/or unlawful activity on the app, and/or any linked third-party website or mobile application.
- 20.3. Should it be found that Tap Tuck is liable to you, such liability shall be limited to the order charges relating to your particular order.
- 20.4. You hereby indemnify tap tuck against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of the app, and/or any linked third-party website or mobile application.

## **21. Availability and termination**

- 21.1. We will use reasonable endeavors to maintain the availability of the App, except during scheduled maintenance periods, but are entitled at any time to discontinue providing the App, or any part thereof with or without notice to you.
- 21.2. Tap Tuck may in its sole discretion terminate, suspend and modify the App, with or without notice to you. You agree that Tap Tuck will not be liable to you in the event that it chooses to suspend, modify or terminate the App, other than for processing any orders made by you prior to such time, to the extent possible.
- 21.3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Items, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the App, without any prejudice to any claims for damages or otherwise that we may have against you.
- 21.4. Tap Tuck is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the App and/or have created multiple user profiles to take



advantage of a promotion or Voucher intended by Tap Tuck to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the App), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Tap Tuck, in whole or in part, on notice to you. Tap Tuck shall only be liable to refund monies already paid by you and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

- 21.5. At any time, you can choose to stop using the App, with or without notice to Tap Tuck.

## **22. Force majeure events**

As between you and Tap Tuck, you and any Courier, or you and any Merchant, no party will be liable to any other party for any delay or failure in performing its obligations (excluding payment obligations) in terms of these Terms and Conditions due to an event beyond its control, including but not limited to, an act of God, fire, flood, earthquake or war.

## **23. Governing law and jurisdiction**

- 23.1. These Terms and Conditions, the relationship between you and Tap Tuck, any Merchant or any Courier, and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the App will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
- 23.2. In the event of any dispute arising between you and Tap Tuck, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 23.3. Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.



## 24. Dispute Resolution

- 24.1. By agreeing to this Agreement, you agree that you are required to resolve any claim that you may have against us through arbitration, as set out below. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else.
- 24.2. In the event of a dispute arising between you and us relating to any matter pertaining to your Account or profile or the interpretation thereof, the following process will be followed:
- 24.2.1. You must serve us with a notice within seven (7) days of the dispute arising, notifying us of the nature of the dispute, with sufficient particularity.
  - 24.2.2. We will try to resolve your dispute as speedily as reasonably possible.
  - 24.2.3. If a dispute cannot be resolved within thirty (30) days of notification of the existence of the dispute, then you may require that such dispute be referred to arbitration. The arbitrator shall be appointed by the Parties, and failing agreement, shall be nominated by us. The arbitration shall be held in the KwaZulu Natal, or a jurisdiction agreed to by the Parties.
  - 24.2.4. The arbitration shall be held in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and the arbitration shall be otherwise subject to the provisions of the Arbitration Act 1965, as amended.
  - 24.2.5. The arbitration shall be held as expeditiously as possible after such arbitration is demanded, with a view to such arbitration being completed within twenty (20) Business Days after such arbitration has been so demanded.
  - 24.2.6. This clause is severable from the rest of this Agreement and shall therefore remain in effect even if this Agreement is terminated.
  - 24.2.7. This clause shall not preclude you or us from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator or enforcing any award made by the arbitrator under this clause.
  - 24.2.8. You hereby confirm that you shall abide by the terms of any arbitral award, the terms of which shall be final and binding on you hereto.



## 25. Notices

- 25.1. Tap Tuck hereby selects Unit 4, 2nd Floor, Glen Eagles Park, 10 Flanders drive, Mount Edgecombe, 4300 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“**legal address**”). Tap Tuck may change this address from time to time by updating these Terms and Conditions.
- 25.2. You hereby select the email address and any delivery address specified with your orders as your legal address, but you may change it by giving Tap Tuck not less than 7 days’ notice in writing.
- 25.3. Notices must be sent either by hand, prepaid registered post or email and must be in English. All notices sent –
  - 25.3.1. by hand will be deemed to have been received on the date of delivery.
  - 25.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting: and
  - 25.3.3. by email before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the email. All emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day, unless the contrary is proved.

## 26. Information

- 26.1. For the purposes of the Electronic Communications and Transactions Act 2002, Tap Tuck’s information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the App:

**Full name:** Tap Tuck (Pty) Ltd, a private company registered in South Africa with registration number 2016/428222/07.

**Main business:** Items ordering and cashless payments



**Physical address for receipt of legal service (also postal and street address):** Unit 4, 2nd Floor, Glen Eagles Park, 10 Flanders drive, Mount Edgecombe, 4300

**Phone number:** (073) 415-1207

**Official email address:** [info@taptuck.co.za](mailto:info@taptuck.co.za)

**PAIA:** The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from [here](#).

Merchants' information is available via the customer support center.

## 27. General

- 27.1. Tap Tuck may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the App, or the user's right to use the App, or any of its contents, subject to us processing any orders then already made by you.
- 27.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 27.3. Any failure on the part of you or Tap Tuck to enforce any right in terms hereof shall not constitute a waiver of that right.
- 27.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 27.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.



- 27.6. No indulgence, extension of time, relaxation or latitude which either you or Tap Tuck (the “**grantor**”) may show, grant or allow to the other of them (the “**grantee**”) shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 27.7. These Terms and Conditions contain the whole agreement between you and Tap Tuck, and no other warranty or undertaking is valid, unless contained in this document.
- 27.8. This Agreement shall be governed by the laws of the Republic of South Africa. Unless stated otherwise elsewhere in this Agreement, the Parties hereto irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court, or a jurisdiction agreed to by the Parties in regard to the enforcement of any rights to all matters arising from this Agreement.