

## TERMS & CONDITIONS:

### MOMMAMIA

Please take a moment to read these terms and conditions (hereinafter “Terms”) to understand how they apply to your use of our website, software and app.

If you have any questions regarding this, contact us: [support@MommaMia.co.za](mailto:support@MommaMia.co.za).

#### 1. Website, software & app details

The MommaMia website at [www.mommamia.co.za](http://www.mommamia.co.za), software and app are owned and operated by MommaMia (Pty) Ltd (“MommaMia”), a company registered in the Republic of South Africa under company registration number 2018/326411/07, which has its head office in Port Elizabeth, Eastern Cape.

#### 2. Terms and conditions apply

These Terms apply to your use of **this website, software and app (hereinafter referred to as “the Website”)**. By using this Website, you acknowledge that you have read and understood these Terms and agree to be bound by them. They represent our entire agreement with you and supersede all prior terms, conditions, warranties and/or representations to the extent permitted by law. Please do not use our Website if you do not agree to be bound by these Terms.

#### 3. Change in terms

We may periodically update or change the Terms without giving you prior notice. You should check them regularly, as your continued use of our Website means that you accept any updated or revised Terms.

#### 4. Applicable law

This agreement is governed by the laws of the Republic of South Africa.

You agree that any dispute or claim arising out of your access to and use of the Website will be settled by arbitration by way of the dispute resolution procedure of the Arbitration Foundation of Southern Africa in accordance with its Expedited Rules and directions, which shall all be binding on you and MommaMia.

#### 5. Terms of use

You are welcome to browse or use our Website for your own personal, non-commercial shopping and information purposes only. No other use is permitted without our prior written

consent. The unauthorised use, copying, reproduction, variation, modification or distribution of the content of this Website, the uploading of any unlawful or damaging information or viral software, or the creation of any links to our Website from any other site whatsoever, is strictly prohibited.

You agree to indemnify us against any loss, damage, harm, claim or any other cost whatsoever that we may sustain because of your use of our Website and/or its contents contrary to these Terms.

We use cookies to identify the computer device with which you connect to our Website. We reserve the right to restrict your use and access to our Website or part thereof in the event of any unauthorized use.

We reserve the right to suspend our Website or any part thereof or terminate your account at any time if we, in our sole discretion, determine that you are not using the Website in compliance with these Terms or if we believe the information provided by you is untrue, inaccurate or incomplete.

Any indulgence or extension of time granted to you shall not be construed as a waiver or variation of any of our rights or remedies in these Terms or law.

## **6. Disclaimers**

Use of our Website is entirely at your own risk. We make no representations or warranties of any kind, whether express or implied. We do not warrant that the functions provided by the Website will be uninterrupted or error free, or that the Website or the server that makes it available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our Website or the purchase of any of our products or services.

You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our Website and/or your purchase of any products or services.

In the event that any clause contained in these Terms is invalid or unenforceable, then such clause shall not affect the validity or enforceability insofar as the remaining clauses of these Terms are concerned.

We shall not be regarded as having waived or be precluded from exercising any right under these Terms by reason merely that we have provided any indulgence to you or we fail to exercise or delay exercising any right we may have, whether the same right or any other right.

## **7. Accuracy**

All reasonable steps are taken to ensure that the information on our Website, social media channels and email marketing is accurate and up to date. We do not, however, warrant that the content or information displayed is always accurate, complete and/or current. Errors and omissions excepted.

Any comments uploaded by our users or any authorised experts invited as our guests are their opinions alone and do not in any way represent our views, opinions, beliefs or values.

## **8. Your comments**

We value your comments, ideas, suggestions and feedback. We will not compensate you in any way whatsoever for your comments. Once received, your comments will become our property and we will not be limited in any way in the use, commercial or otherwise, of any of your comments.

You warrant that your comments do not and will not violate the right(s) of any third party, including copyright, trademark, privacy or any other personal or proprietary right. You agree not to disclose, submit or offer any comments that are or contain any defamatory, unlawful, abusive or obscene material. We disclaim any liability towards any third party regarding your comments and you shall remain accountable towards any third party regarding any harm caused by your comments.

## **9. Intellectual property**

All rights, including copyright, trademark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on this Website are owned by or licensed to us.

All data and information communicated to or from the Website including its database also belongs solely to MommaMia. You agree to sign all documents as we may reasonably require to assign any rights that you may acquire in the content of our Website. You agree also to waive any moral rights in such content. You are permitted to view, print or store electronically a copy of any information on our Website, including these Terms, solely for your personal, lawful, non-commercial use. Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

## **10. Use of our logos, content and images**

You are not permitted to use the content of our Website, our logos or any product or other images that appear on our Website without our prior written consent.

Unauthorised use, reproduction, modification and/or distribution is strictly prohibited and constitutes an infringement of our or our licensors' intellectual property rights.

## **11. Advertising**

Advertising and other promotional material of third parties may appear on our Website from time to time. We do not necessarily endorse such third parties or their products and/or services. Your reliance on any information contained in such material is entirely at your own risk.

## **12. Privacy & Data Protection**

Refer to our [privacy policy](#) for full particulars.

## **13. Passwords**

When you set up your own account/profile you will be required to create a password. We encourage you to use "strong" passwords (use a combination of upper and lower case letters, numbers and symbols) with your account. You will notify us immediately of any unauthorized use of your password at [support@mommamia.co.za](mailto:support@mommamia.co.za) .

## **14. Security**

It is important to maintain the security of the Website. As a user of the Website you will not do any of the following:

- Upload viruses or other malicious code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Solicit another's password or login information or access an account belonging to someone else;
- Send or otherwise post unauthorized commercial communications (such as spam) on the Website;
- Collect other Website users' content or information, or otherwise access the Website, using automated means (such as harvesting bots, robots, spiders, or scrapers);
- Do anything that could disable, overburden, or impair the proper working of the Website, such as a denial of service attack.

You are legally responsible for any and all activities which occur in respect of your account.

## **15. Indemnity**

You hereby agree to indemnify and hold harmless MommaMia or any of its employees, directors, shareholders or any professional engaged by MommaMia from and against any loss, liability, damage or expense of whatever nature that you or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use or misuse of the Website or of any information or advice contained on the Website or provided by any professional or consultant employed by or associated with MommaMia.

## **16. Termination**

MommaMia has the right to terminate your password and account immediately if you have violated any of the terms and conditions of this Agreement.