

Terms of Service

Version 1.1 Effective date: 21 October 2026

4. Introduction

4.1 About These Terms

These Terms of Service ("Terms") govern your access to and use of the software-as-a-service platform(s) (collectively, the "Platform") operated by V&S Innovations (Pty) Ltd ("V&S", "we", "us", or "our"), a company incorporated in the Republic of South Africa under registration number 2017/404736/07, with its registered address at 10 Flanders Drive, Mount Edgecombe, KwaZulu-Natal, 4300.

4.2 Platform Products

The Platform encompasses the following products, each subject to these Terms:

- Ordev.io — Restaurant ordering and management platform.
- Tap4Schools — School tuckshop ordering and management platform (part of the Caterly Suite).
- MediCater — Healthcare facility catering management platform (part of the Caterly Suite).
- GoldenSpoon — Retirement village catering management platform (part of the Caterly Suite).
- BiteOnSite — Business and industry catering management platform (part of the Caterly Suite).

Individual products may have supplementary terms or product-specific schedules. Where supplementary terms conflict with these Terms, the supplementary terms shall prevail for the relevant product.

4.3 Acceptance

By creating an account, accessing, or using any part of the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy (Privacy Policy), our Refund & Cancellation Policy (Refund and Cancellation Policy), our Complaints Handling Procedure (Complaints Handling Procedure), and any applicable supplementary terms. If you do not agree to these Terms, you must not access or use the Platform.

4.4 Capacity

By agreeing to these Terms, you represent and warrant that: (a) you are at least 18 years of age, or if younger, that you are accessing the Platform with the consent and supervision of a parent or legal

guardian; (b) you have full legal capacity and authority to enter into a binding agreement; and (c) where you accept these Terms on behalf of a company, organisation, or other legal entity ("Organisation"), you are duly authorised to bind that Organisation and references to "you" and "your" shall include that Organisation.

4.5 Electronic Transactions

In terms of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), these Terms constitute a valid and enforceable electronic agreement. By using the Platform, you consent to: (a) entering into agreements electronically; (b) receiving communications and records electronically; and (c) the use of electronic signatures where applicable.

5. Definitions

In these Terms, unless the context indicates otherwise:

Term	Definition
Account	Your registered user account on the Platform.
Authorised User	Any individual whom you have authorised to access or use the Platform under your Account.
Business Day	Any day that is not a Saturday, Sunday, or public holiday in the Republic of South Africa.
Caterly Suite	The collective product suite comprising Tap4Schools, MediCater, GoldenSpoon, and BiteOnSite.
Client Data	All data, content, information, and materials that you upload, transmit, or otherwise provide through the Platform, including menus, orders, user lists, transaction records, and configuration settings.
CPA	The Consumer Protection Act 68 of 2008.
ECTA	The Electronic Communications and Transactions Act 25 of 2002.
End User	Any individual who interacts with the Platform as a consumer (e.g. a parent ordering through Tap4Schools, a patient selecting meals via MediCater, or a diner placing an order through Ordev.io).
Fees	The subscription fees, transaction fees, and any other charges payable by you for use of the Platform, as set out in the applicable Order Form or pricing schedule.

Term	Definition
Intellectual Property Rights	All patents, copyrights, trade marks, trade secrets, design rights, database rights, and all other intellectual property rights, whether registered or unregistered.
Order Form	A mutually executed document specifying the Platform product(s), subscription tier, Fees, and other commercial terms applicable to your use of the Platform.
Personal Information	As defined in the Protection of Personal Information Act 4 of 2013 ("POPIA").
Platform	The Ordev.io and/or Caterly Suite software-as-a-service application(s), including all associated websites, mobile applications, APIs, and documentation.
POPIA	The Protection of Personal Information Act 4 of 2013, as amended.
Service Level	The availability and performance targets specified in the applicable Order Form or SLA schedule.
Subscription Period	The initial or renewal term of your subscription to the Platform, as set out in the applicable Order Form.
Transaction	An order, payment, or other interaction processed through the Platform.

6. Account Registration and Security

6.1 Registration

To use the Platform, you must create an Account by providing accurate, current, and complete information as requested in the registration form. You must keep your Account information up to date at all times. You may not create an Account using a false identity or information, or on behalf of someone other than yourself without their express authorisation.

6.2 Account Security

You are responsible for maintaining the confidentiality of your Account credentials (including passwords, API keys, and access tokens) and for all activities that occur under your Account. You must:

- Use a strong, unique password and enable multi-factor authentication where available;
- Not share your Account credentials with any person who is not an Authorised User;
- Promptly notify us at support@ordev.io if you become aware of any unauthorised access to or use of your Account; and

- Log out of your Account at the end of each session, particularly when accessing the Platform from a shared or public device.

6.3 Authorised Users

You are responsible for all actions taken by your Authorised Users. You shall ensure that each Authorised User complies with these Terms and with the Acceptable Use requirements in Clause 11. You may add, remove, or modify Authorised Users through the Platform's account management features. We reserve the right to suspend or restrict access for any Authorised User who violates these Terms.

6.4 Account Types

The Platform may offer different account types (e.g. administrator, manager, operator, viewer) with varying levels of access and permissions. You are responsible for assigning appropriate access levels to your Authorised Users based on their roles and responsibilities.

7. The Platform and Services

7.1 Access and Licence

Subject to your compliance with these Terms and payment of applicable Fees, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform during the Subscription Period solely for your internal business operations. This licence does not include the right to: (a) sublicense, resell, or redistribute the Platform; (b) modify, adapt, or create derivative works of the Platform; or (c) reverse-engineer, decompile, or disassemble the Platform except to the extent permitted by applicable law.

7.2 Platform Features

The Platform provides functionality including, but not limited to: ordering and menu management, transaction processing, reporting and analytics, user management, and integration with third-party services (including payment processing). Specific features may vary by product and subscription tier. We reserve the right to modify, enhance, or discontinue features with reasonable notice.

7.3 Payment Processing

Where the Platform facilitates payment transactions, such transactions are processed through our authorised payment infrastructure (including our sponsor bank, Standard Bank of South Africa, and payment terminal management services provided by our technology partners). You acknowledge that:

- V&S acts as a registered Payment Facilitator and processes payments on behalf of sub-merchants in accordance with Visa and Mastercard scheme rules;
- Transaction processing is subject to the terms of the applicable Sub-Merchant Agreement (our Sub-Merchant Agreement);
- V&S is not a bank, deposit-taking institution, or financial services provider, and does not hold a licence under the Banks Act 94 of 1990 or the Financial Advisory and Intermediary Services Act 37 of 2002; and
- Card payments are captured on certified payment terminals and processed by Standard Bank's Payment Application. Card data does not enter, and is not stored on, the V&S Platform.

7.4 Third-Party Integrations

The Platform may integrate with or link to third-party services, APIs, or content. Such third-party services are governed by their own terms and privacy policies. V&S does not endorse, guarantee, or accept liability for any third-party service. Your use of third-party services is at your own risk.

7.5 Beta Features

From time to time, we may offer beta or preview features. Beta features are provided "as is" without any warranty, may be incomplete or contain errors, and may be modified or discontinued at any time without notice. Your use of beta features is voluntary and at your own risk.

8. Subscription Fees and Payment

8.1 Fees

You shall pay the Fees specified in your Order Form or as published on the applicable Platform pricing page. All Fees are quoted and payable in South African Rand (ZAR) unless otherwise stated. Fees are exclusive of Value Added Tax (VAT), which shall be added at the prevailing rate where applicable.

8.2 Billing

Fees shall be invoiced in advance on a monthly or annual basis as specified in your Order Form. Invoices shall be issued electronically and are deemed received on the date of transmission. Each invoice shall comply with the requirements of the Value-Added Tax Act 89 of 1991.

8.3 Payment

Payment is due within fourteen (14) days of the date of invoice unless otherwise specified in the Order Form. Payment shall be made by debit order, electronic funds transfer, or such other method as we may

make available through the Platform.

8.4 Late Payment

If any undisputed amount remains unpaid after the due date, we may: (a) charge interest on the overdue amount at the prime lending rate of Standard Bank of South Africa plus two percent (2%) per annum, calculated daily from the due date until actual payment; and/or (b) suspend your access to the Platform in accordance with Clause 15 until payment is received in full.

8.5 Fee Changes

We may adjust Fees by giving you not less than thirty (30) days' written notice prior to the start of a new billing period. If you do not agree to a Fee increase, you may terminate your subscription at the end of the then-current billing period by notifying us before the new Fees take effect. Continued use of the Platform after the effective date of a Fee increase constitutes acceptance of the revised Fees.

8.6 Transaction Fees

Where applicable, per-transaction fees shall be charged in addition to subscription Fees and shall be calculated and invoiced in accordance with the rates set out in your Order Form or the applicable Sub-Merchant Agreement (our Sub-Merchant Agreement). Transaction fee rates may be subject to adjustment in line with card scheme fee changes.

8.7 Refunds

Refunds and cancellations are governed by our Refund & Cancellation Policy (Refund and Cancellation Policy), which forms part of these Terms. Nothing in this Clause 8 limits any right you may have to a refund under the Consumer Protection Act 68 of 2008.

8.8 Taxes

You are responsible for all taxes (other than taxes on V&S's income) arising from your use of the Platform. Where required by law, V&S shall issue compliant tax invoices.

9. Your Data

9.1 Ownership

You retain all rights, title, and interest in and to your Client Data. V&S does not claim ownership of your Client Data. By using the Platform, you grant V&S a limited, non-exclusive, royalty-free licence to use, store, process, display, and transmit your Client Data solely to the extent necessary to provide and improve the Platform and to perform our obligations under these Terms.

9.2 Responsibility

You are solely responsible for: (a) the accuracy, quality, completeness, and legality of your Client Data; (b) the means by which you acquired your Client Data; and (c) ensuring that your use of Client Data through the Platform complies with all applicable laws, including POPIA and FICA (where applicable).

9.3 Data Protection

We process Personal Information in accordance with our Privacy Policy (Privacy Policy) and POPIA. Where V&S processes Personal Information on your behalf, V&S acts as an Operator and you act as the Responsible Party. Our data processing obligations and your instructions are governed by the Data Processing Agreement (our Data Processing Agreement), which is incorporated into these Terms by reference.

9.4 Backups

While V&S maintains regular backups of the Platform and Client Data in accordance with our backup policy, you are encouraged to maintain your own independent backups of critical Client Data. V&S shall not be liable for any loss of Client Data except to the extent caused by V&S's negligence or wilful default.

9.5 Data Portability

Upon your written request (and in any event upon termination of your subscription), we will provide you with a copy of your Client Data in a commonly used, machine-readable format within thirty (30) days of such request. We may charge a reasonable fee for data exports that exceed normal volume or frequency.

9.6 Data Deletion

Following termination of your subscription and completion of any post-termination data export, we will delete your Client Data within sixty (60) days, except to the extent that retention is required by applicable law, regulation, or our Records Retention Policy (our internal records retention policy). We will notify you before any such deletion takes effect.

10. Intellectual Property

10.1 V&S Intellectual Property

The Platform, including all software, source code, algorithms, designs, user interfaces, documentation, trade marks (including the Ordev.io and Caterly brands), and all related Intellectual Property Rights, are and shall remain the exclusive property of V&S or its licensors. Nothing in these Terms transfers any Intellectual Property Rights from V&S to you, except for the limited licence granted in Clause 7.1.

10.2 Feedback

If you provide us with any feedback, suggestions, ideas, or recommendations regarding the Platform ("Feedback"), you hereby grant V&S an irrevocable, perpetual, royalty-free, worldwide licence to use, reproduce, modify, and incorporate such Feedback into the Platform without restriction and without any obligation of compensation, attribution, or confidentiality to you.

10.3 Restrictions

You shall not: (a) copy, reproduce, or distribute any part of the Platform; (b) modify, translate, or create derivative works of the Platform; (c) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform, except to the extent expressly permitted by applicable law; (d) remove, alter, or obscure any copyright, trade mark, or other proprietary rights notice on the Platform; or (e) use any V&S trade mark, logo, or brand name without our prior written consent.

11. Acceptable Use

11.1 General

You shall use the Platform solely for lawful purposes and in accordance with these Terms.

11.2 Prohibited Conduct

Without limiting the generality of Clause 11.1, you shall not (and shall not permit any Authorised User or third party to):

- Use the Platform for any illegal, fraudulent, deceptive, or harmful purpose;
- Transmit any content that is unlawful, defamatory, harassing, abusive, threatening, or that infringes any third party's rights;
- Attempt to gain unauthorised access to the Platform, other users' Accounts, or any underlying systems, networks, or data;
- Introduce any virus, worm, Trojan, ransomware, or other malicious code into the Platform;
- Interfere with or disrupt the integrity or performance of the Platform, including through denial-of-service attacks, excessive automated requests, or scraping;
- Use the Platform to process transactions that do not relate to your legitimate business operations as contemplated by your Order Form;
- Process or facilitate transactions involving prohibited goods or services, including those identified in the Sub-Merchant Agreement (our Sub-Merchant Agreement) prohibited categories;

- Share your Account credentials or provide access to the Platform to any person not authorised under your Account;
- Use the Platform to send unsolicited commercial communications (spam) or to collect Personal Information of End Users without a lawful basis; or
- Circumvent or attempt to circumvent any technical measures, access controls, or usage limits on the Platform.

11.3 Monitoring

We reserve the right (but do not assume the obligation) to monitor use of the Platform for compliance with these Terms and applicable law. We may investigate any suspected violation and take appropriate action, including suspension or termination of your Account, reporting to law enforcement or regulatory authorities, and co-operating with any resulting investigation.

11.4 Content Removal

We reserve the right to remove or disable access to any Client Data or content that we reasonably determine violates these Terms, infringes any third party's rights, or is otherwise objectionable, without prior notice and without liability.

12. Service Availability and Support

12.1 Availability Target

We shall use commercially reasonable efforts to maintain Platform availability in accordance with the Service Levels specified in your Order Form. Where no specific Service Level is agreed, V&S targets 99.5% uptime per calendar month, measured excluding scheduled maintenance windows.

12.2 Scheduled Maintenance

We may perform scheduled maintenance on the Platform during low-usage windows (typically between 00h00 and 04h00 SAST on Sundays). We shall give you not less than seventy-two (72) hours' notice of any scheduled maintenance expected to result in material service disruption. Emergency maintenance required to address imminent security threats or critical system failures may be performed without prior notice.

12.3 Support

We provide technical support through the channels and during the hours specified in your Order Form or our published support policy. Standard support is provided during Working Hours (08h00 to 17h00 SAST on Business Days). Enhanced or 24/7 support may be available under premium subscription tiers.

12.4 Incident Notification

In the event of a material service interruption, we shall: (a) notify you as soon as reasonably practicable through our published status page or direct communication; (b) provide periodic updates on the status and expected resolution time; and (c) provide a post-incident report upon request. Our incident response procedures are set out in our incident and breach response procedure.

12.5 Service Credits

Where your Order Form includes Service Level commitments with associated service credit remedies, service credits shall be your sole and exclusive remedy for a failure to meet the agreed Service Level (except where such failure constitutes a material breach of these Terms). Service credits shall be applied as a credit against the next invoice and may not be exchanged for cash.

13. Warranties and Disclaimers

13.1 V&S Warranties

V&S warrants that: (a) the Platform will perform materially in accordance with its published documentation during the Subscription Period; (b) V&S has the right and authority to grant the licence set out in Clause 7.1; and (c) V&S shall perform its obligations under these Terms with reasonable skill and care.

13.2 Your Warranties

You represent and warrant that: (a) you have the legal capacity and authority to enter into these Terms; (b) all information provided by you during registration and in your Order Form is accurate and complete; (c) your use of the Platform will comply with all applicable laws, regulations, and these Terms; and (d) you shall not use the Platform in any manner that infringes the rights of any third party.

13.3 Disclaimers

To the maximum extent permitted by applicable law (and subject to section 55(2) of the CPA where it applies):

- The Platform is provided on an "as is" and "as available" basis. V&S makes no representation or warranty that the Platform will be error-free, uninterrupted, or free from defects, or that it will meet your specific requirements.
- V&S does not warrant the accuracy, completeness, or reliability of any content or data obtained through the Platform or any third-party integration.

- All implied warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are excluded to the fullest extent permitted by law.

Nothing in these Terms is intended to limit or exclude any warranty or guarantee that cannot lawfully be limited or excluded, including the rights conferred by the CPA where applicable.

14. Limitation of Liability

14.1 Exclusion of Consequential Loss

To the maximum extent permitted by applicable law, V&S shall not be liable to you for any: (a) loss of profits, revenue, or business; (b) loss of anticipated savings; (c) loss of goodwill or reputation; (d) loss of data (other than the reasonable cost of recovering lost Client Data from backups where the loss was caused by V&S's negligence); or (e) indirect, special, incidental, punitive, or consequential loss or damage, however arising, even if V&S has been advised of the possibility of such loss.

14.2 Aggregate Cap

Subject to Clause 14.3, V&S's total aggregate liability to you under or in connection with these Terms (whether in contract, delict, or otherwise) shall not exceed the total Fees paid by you in the twelve (12) months immediately preceding the event giving rise to the claim.

14.3 Uncapped Liabilities

The limitations in Clauses 14.1 and 14.2 shall not apply to: (a) death or personal injury caused by V&S's negligence; (b) fraud or wilful misconduct; (c) V&S's obligations under Clause 9.3 (Data Protection) arising from V&S's breach of POPIA; (d) any liability that cannot be limited or excluded by applicable law, including the CPA; or (e) V&S's obligation to refund Fees under the Refund & Cancellation Policy (Refund and Cancellation Policy) to the extent required by the CPA.

14.4 Mitigation

Each party shall take all reasonable steps to mitigate any loss it suffers as a consequence of any act or omission of the other party.

14.5 CPA Protections

If you are a consumer as defined in the CPA and the transaction falls within the scope of the CPA, nothing in these Terms shall be interpreted to limit, exclude, or modify any rights you have under the CPA. In the event of any conflict between these Terms and the CPA, the CPA shall prevail.

15. Indemnification

15.1 Your Indemnity

You shall indemnify, defend, and hold harmless V&S and its officers, directors, employees, and agents from and against any third-party claims, losses, damages, costs, and expenses (including reasonable legal fees) arising from or relating to: (a) your breach of these Terms; (b) your Client Data, including any claim that your Client Data infringes the rights of a third party; (c) your violation of applicable law; or (d) the acts or omissions of your Authorised Users.

15.2 V&S Indemnity

V&S shall indemnify, defend, and hold harmless you from and against any third-party claims that the Platform (excluding Client Data) infringes any Intellectual Property Rights of a third party in the Republic of South Africa, provided that: (a) you promptly notify V&S of any such claim; (b) V&S is given sole control of the defence and settlement; and (c) you provide reasonable assistance.

15.3 IP Remediation

If the Platform is, or in V&S's reasonable opinion is likely to become, the subject of an infringement claim, V&S may at its option: (a) procure the right for you to continue using the Platform; (b) modify the Platform to make it non-infringing while maintaining materially equivalent functionality; or (c) replace the infringing component with a non-infringing substitute. If none of these options is commercially reasonable, V&S may terminate your subscription and refund any prepaid Fees for the unexpired portion of the Subscription Period.

16. Term and Termination

16.1 Subscription Period

Your subscription shall commence on the date specified in your Order Form and shall continue for the Subscription Period. Unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Period, the subscription shall automatically renew for successive periods of equal length.

16.2 Termination by You

You may terminate your subscription: (a) for convenience, at the end of any billing period, by giving us not less than thirty (30) days' written notice; (b) for cause, if V&S commits a material breach of these Terms

and fails to cure it within thirty (30) days of your written notice specifying the breach; or (c) immediately, if V&S enters business rescue proceedings or is placed under liquidation.

16.3 Termination by V&S

V&S may terminate your subscription: (a) for cause, if you commit a material breach of these Terms (including non-payment of Fees) and fail to cure it within fourteen (14) days of our written notice specifying the breach; (b) immediately and without prior notice, if you engage in conduct that: (i) poses an imminent risk to the security, integrity, or availability of the Platform; (ii) is fraudulent or illegal; or (iii) constitutes a material violation of Clause 11 (Acceptable Use); or (c) immediately, if you enter business rescue proceedings, are placed under liquidation, or become insolvent.

16.4 Suspension

Without prejudice to our termination rights, V&S may suspend your access to the Platform: (a) if any undisputed Fee remains unpaid for more than seven (7) days after the due date; (b) if we reasonably believe that your use of the Platform violates these Terms, applicable law, or card scheme rules; (c) to perform emergency maintenance; or (d) as required by a regulatory authority, card scheme, or law enforcement agency. We shall notify you of the suspension and the reasons for it as soon as reasonably practicable. During any suspension attributable to your default, you remain liable for Fees.

16.5 Consequences of Termination

Upon expiry or termination of your subscription for any reason:

- Your licence to access and use the Platform shall immediately terminate.
- You shall immediately cease all use of the Platform and shall not access it.
- All outstanding Fees for the period up to termination shall become immediately due and payable.
- V&S shall make your Client Data available for export in accordance with Clause 9.5 for a period of thirty (30) days following termination.
- After the data export period, V&S shall delete your Client Data in accordance with Clause 9.6.
- Any provision of these Terms expressed or by implication intended to survive termination shall continue in force, including Clause 5 (Definitions), Clause 9 (Your Data), Clause 10 (Intellectual Property), Clause 13 (Warranties), Clause 14 (Limitation of Liability), Clause 15 (Indemnification), Clause 17 (Privacy), and Clause 21 (Governing Law).

16.6 CPA Cooling-off

Where the CPA applies to your subscription and you entered into it as a result of direct marketing (as defined in the CPA), you may cancel your subscription within five (5) Business Days of the later of: (a) the

date on which you concluded the agreement; or (b) the date on which you received a copy of these Terms. Cancellation under this clause is without penalty, and V&S shall refund any Fees paid within fifteen (15) Business Days of receiving your cancellation notice.

17. Privacy and Data Protection

17.1 Privacy Policy

Our collection, use, storage, and disclosure of Personal Information is governed by our Privacy Policy (Privacy Policy), which forms part of these Terms and is available at <https://caterly.co.za/privacy.html>. By using the Platform, you acknowledge that you have read and understood our Privacy Policy.

17.2 POPIA Compliance

V&S is committed to compliance with POPIA. Where V&S processes Personal Information as an Operator on your behalf, the terms of the Data Processing Agreement (our Data Processing Agreement) shall apply. You remain the Responsible Party for all Personal Information processed through your Account and are responsible for: (a) obtaining all necessary consents from Data Subjects; (b) providing required privacy notices; and (c) complying with all POPIA obligations applicable to a Responsible Party.

17.3 Information Officer

V&S's designated Information Officer for purposes of POPIA can be contacted at: privacy@vands.co.za or at our registered address.

17.4 Personal Information of Minors

Where the Platform is used in a school or educational setting (particularly through Tap4Schools), we are aware that Personal Information of children (as defined in POPIA) may be processed. V&S has implemented enhanced safeguards for the processing of children's Personal Information in accordance with section 35 of POPIA. Consent for such processing must be obtained from the child's parent, guardian, or competent person, and it is your responsibility to ensure such consent has been obtained before uploading or processing any child's Personal Information on the Platform.

17.5 Cross-Border Transfers

V&S's primary data processing infrastructure is located in the Republic of South Africa. Where any cross-border transfer of Personal Information is required (e.g. for disaster recovery or cloud hosting purposes), such transfer shall comply with section 72 of POPIA and shall be subject to the safeguards described in our Privacy Policy and the Data Processing Agreement.

18. Modifications to These Terms

18.1 Right to Modify

V&S may modify these Terms from time to time. We shall notify you of any material changes by: (a) posting the revised Terms on our website with a revised effective date; (b) sending you an email notification to the address associated with your Account; and/or (c) displaying a prominent notice within the Platform.

18.2 Notice Period

Material modifications shall take effect not less than thirty (30) days after the date of notification ("Change Effective Date"), unless: (a) the change is required to comply with applicable law, regulation, or a court order, in which case it may take effect immediately; or (b) the change relates to the addition of a new feature or product, in which case it shall take effect on availability.

18.3 Objection

If you do not agree with a material modification, you may terminate your subscription before the Change Effective Date by providing written notice. Your continued use of the Platform after the Change Effective Date constitutes acceptance of the modified Terms. If you terminate under this clause, V&S shall refund any prepaid Fees for the unexpired portion of the Subscription Period.

18.4 Archive

Previous versions of these Terms will be made available upon request.

19. Consumer Protection Act Notice

In compliance with the Consumer Protection Act 68 of 2008 ("CPA"), and to the extent that the CPA applies to your use of the Platform, we draw your attention to the following:

19.1 Fair and Honest Dealings

V&S is committed to fair and honest dealings with all users of the Platform. These Terms are written in plain language. If any provision of these Terms is unclear, you may request a written explanation from us at legal@vands.co.za.

19.2 Right to Cancel

Where the CPA applies, you have the right to: (a) cancel a fixed-term agreement at the end of any term or renewal period on twenty (20) Business Days' notice; (b) cancel at any other time on twenty (20) Business

Days' notice, subject to a reasonable cancellation penalty; or (c) cancel within five (5) Business Days of concluding a direct marketing transaction, without penalty (Clause 16.6).

19.3 Right to Return Goods

Where the Platform facilitates the sale of goods (e.g. prepaid meals or food orders), consumers have the right to return goods in accordance with section 56 of the CPA if the goods do not meet the standards contemplated in section 55 of the CPA. This right is subject to our Refund & Cancellation Policy (Refund and Cancellation Policy).

19.4 Marketing

V&S shall not engage in direct marketing to you without your prior consent. You may opt out of receiving marketing communications at any time by: (a) clicking the unsubscribe link in any marketing email; (b) adjusting your communication preferences in your Account settings; or (c) contacting us at marketing@ordev.io.

19.5 Quality of Service

In accordance with sections 54 and 55 of the CPA, V&S shall perform the Services in a manner and quality that a reasonable person would generally be entitled to expect. Where the Services do not meet this standard, you may lodge a complaint through our Complaints Handling Procedure (Complaints Handling Procedure).

19.6 Supplier Information

In compliance with sections 22 and 26 of the CPA, and section 43 of ECTA, the following information is provided:

- Full name: V&S Innovations (Pty) Ltd
- Trading as: Ordev.io / Caterly
- Registration number: 2017/404736/07
- Registered address: 10 Flanders Drive, Mount Edgecombe, KwaZulu-Natal, 4300, South Africa
- Contact email: info@ordev.io
- Contact telephone: +27 87 330 7581
- Website: <https://ordev.io> / <https://caterly.co.za>
- Industry code of conduct: Consumer Goods and Services Industry Code of Conduct, administered by the Consumer Goods and Services Ombud (CGSO)

20. Complaints

If you are dissatisfied with any aspect of the Platform or these Terms, you may lodge a complaint in accordance with our Complaints Handling Procedure (Complaints Handling Procedure). We shall acknowledge your complaint within two (2) Business Days and aim to resolve it within twenty (20) Business Days.

21. Governing Law and Dispute Resolution

21.1 Governing Law

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of South Africa.

21.2 Negotiation

In the event of a dispute, the parties shall first attempt to resolve it through good-faith negotiation between senior representatives. Either party may initiate this process by giving written notice identifying the dispute. If not resolved within twenty (20) Business Days, either party may refer the dispute to arbitration.

21.3 Arbitration

Any dispute not resolved through negotiation shall be finally resolved by arbitration in accordance with the Arbitration Foundation of Southern Africa (AFSA) Commercial Arbitration Rules. The seat of arbitration shall be Durban, KwaZulu-Natal. The arbitration shall be conducted in English before a single arbitrator. Nothing in this clause prevents either party from applying to a court of competent jurisdiction for urgent interim relief.

21.4 Consumer Disputes

Where the CPA applies, nothing in Clause 21.3 limits your right to refer a dispute to the National Consumer Tribunal, the National Consumer Commission, or the Consumer Goods and Services Ombud (CGSO). If you are a consumer as defined in the CPA, you may also institute proceedings in the Magistrate's Court with jurisdiction, regardless of the amount in dispute.

22. General Provisions

22.1 Entire Agreement

These Terms, together with the Privacy Policy (Privacy Policy), Refund & Cancellation Policy (Refund and Cancellation Policy), Complaints Handling Procedure (Complaints Handling Procedure), Data Processing Agreement (our Data Processing Agreement), any applicable Order Form, and any supplementary product-specific terms, constitute the entire agreement between you and V&S with respect to the Platform and supersede all prior agreements, representations, and understandings.

22.2 Assignment

You may not assign, transfer, or sub-licence these Terms or any rights or obligations hereunder without V&S's prior written consent. V&S may assign these Terms to any Affiliate or successor entity without your consent, provided we notify you of such assignment.

22.3 Waiver

No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy.

22.4 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

22.5 Force Majeure

V&S shall not be liable for any delay or failure to perform its obligations under these Terms to the extent caused by events beyond its reasonable control (including acts of God, war, pandemic, telecommunications failures, and government actions). V&S shall use reasonable efforts to mitigate the effects of any such event and to resume performance as soon as practicable.

22.6 Notices

All notices under these Terms shall be in writing and delivered to the email address associated with your Account (for notices to you) or to legal@vands.co.za (for notices to V&S). Notices shall be deemed received upon transmission, provided no delivery failure notification is received within 24 hours.

22.7 Relationship

These Terms do not create an employment relationship, partnership, joint venture, or agency between you and V&S. Neither party has authority to bind or commit the other.

22.8 Language

These Terms are concluded in the English language.

22.9 ECTA Supplier Details

In compliance with section 43 of ECTA, the information required by regulation is set out in Clause 19.6.

The physical address for receipt of legal service is: 10 Flanders Drive, Mount Edgecombe, KwaZulu-Natal, 4300, South Africa.