



TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. Thank you for using eButler. These Terms of Service (“Terms”) govern your use of eButler services, including our website and mobile applications (the “Services”), and are entered into by you and BUIISOFT Pty LTD. (d/b/a eButler).
- 1.2. The Services comprise a platform that presents you with a set of retailer virtual storefronts from which you can select goods for picking, packing and delivery by individual Personal Butlers (“Personal Butlers”) to your location or, if available, for you to pick up in-store. In some cases, picking, packing or delivery services may be performed by third parties including a retailer or third party logistics provider (collectively, “Third Party Providers”).
- 1.3. By using the Services, you agree to be bound by these Terms and acknowledge our Privacy Policy, which explains how we collect, use, and share information.

2. In these terms:

- 2.1. a reference to "law" means any law of general application and includes the common law and any statutory provision, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
- 2.2. references to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;
- 2.3. a reference to "writing" means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any electronic communication, as contemplated in the Electronic Communications and Transactions Act 25 of 2002, in a manner and a form such that it can conveniently be printed by the recipient within a reasonable time and at a reasonable cost;



- 2.4. words importing the masculine gender include the feminine and neuter genders and vice versa, the singular includes the plural and vice versa, and natural persons include artificial persons and vice versa;
- 2.5. references to a "person" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- 2.6. if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 2.7. any definition, wherever it appears in this Agreement, shall bear the same meaning and apply throughout this Agreement unless otherwise stated or inconsistent with the context in which it appears;
- 2.8. if there is any conflict between any definitions in this Agreement then, for purposes of interpreting any clause of the Agreement, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Agreement;
- 2.9. references to "days" shall be construed as calendar days unless qualified by the word "business";
- 2.10 any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. pro non scripto) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction;

3. It is agreed that:

- 3.1. When you use the Services to place an order for products, you authorize the purchase and delivery of those products from the retailers you select.
- 3.2. Unless otherwise specified, you acknowledge and agree that eButler and the Personal Butler are acting as your agents in picking, packing and/or delivery of goods purchased by you and are not the seller of the goods to you.



3.3. that your purchase is being made from the retailers you have selected, and that title to any goods passes to you when they are purchased at the applicable retailers' stores.

4. Payment:

4.1. eButler will obtain a credit card authorisation for your credit card to cover the cost of the goods you have purchased from the retailers and any separate eButler fees, and your card will be charged for the goods purchased by you and any applicable fees.

5. Deliveries

5.1. Deliveries are made Monday to Friday, 09:30 a.m. - 6 p.m.; Saturday from 10 a.m. till 5 p.m., and Sunday from 10 a.m. till 2 p.m. Holiday deliveries are subject to specific store holiday trading hours.

6. Your use of the Services

6.1. eButler grants you a limited, non-exclusive, non-transferable, and revocable license to use the Services for their intended purposes subject to your compliance with these Terms and our policies.

6.2. You may not copy, modify, distribute, sell, or lease any part of the Services. Unless such restriction is prohibited by law or you have our written permission, you may not reverse engineer or attempt to extract the source code of the Services. You may only access the Services through the interfaces that we provide for that purpose (for example, you may not "scrape" the Services through automated means or "frame" any part of our Services), and you may not interfere or attempt to disrupt our Services.

6.3. Some parts of our Services may allow you to upload or submit content (such as text, images, video, recipes, lists, links, and other materials).

6.4. You retain all rights in any content that you upload or submit, and are solely responsible for that content. You grant eButler a non-exclusive, royalty-free, worldwide, transferable, sub-licensable license to use, store, publicly display, publicly perform, reproduce, modify, create derivative works from, and distribute any such content for the purposes of operating, providing, and improving the Services.



- 6.5. eButler may, in its sole discretion, remove or take down any content that you upload or submit to the Services for any reason, including violation of these Terms or any other policies.
- 6.6. You may have the option of accessing the Services through downloadable software and this software may update itself automatically on your device. Some software, or portions of software, in our Services may be governed by open source licenses. In that case, we will make such licenses available to you and, in the case of conflict between such a license and these Terms, the open source license will control but only with respect to the software, or portion of the software, to which it applies.
- 6.7. If you are using eButler on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.
- 6.8. In order to use the Services, you may need to create a user account.
- 6.9. You agree that you are responsible for all conduct and transactions that take place on or using your account and that you will take precautions to keep your password and other account information secure.
- 6.10 eButler reserves the right to decline orders, refuse partial or full delivery, terminate accounts, and/or cancel orders at any time in its sole discretion.
- 6.11 You also acknowledge and agree that, except as expressly provided for otherwise in these Terms or a separate agreement between you and eButler, eButler does not form any employment or agency relationship with you and does not hold title to any goods that you order through the Services.

7. Acceptable use

- 7.1. You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

8. Improvements and modification

- 8.1. We're constantly modifying and improving our products. We may introduce new features, change existing features, or remove features from the Services at any time and



without notice. If you provide us with any feedback on or comments regarding the Services, you grant eButler the right to use such feedback or comments for any purpose without restriction or payment to you.

9. eButler Deals

9.1. eButler “Deals” are manufacturer’s coupons that are automatically applied to qualifying products upon purchase to help users save money on the products they love. Deals are available for a limited time only and may be subject to change, cancellation or expiration at any time. If you do not purchase the qualifying items added to your cart while the Deal is still in effect, the discount will not apply.

9.2. Deals apply only to qualifying items displaying the offer and may not be combined with other promotional offers. eButler is not a retailer or seller. Deals are issued and paid by the manufacturer of the advertised product.

9.3. Deals may not be sold, copied, modified, or transferred. A Deal has no cash value. Offers good while supplies last. Void where restricted or prohibited by law.

10. Taxes

10.1. The user is required to pay any applicable sales tax related to use of the Deal. When Deals are redeemed, sales tax may be charged on the undiscounted original price of the product.

11. Transactions involving Alcohol

11.1. You may have the option to order delivery of alcohol products in some locations and from certain retailers. You agree that you will comply with all applicable laws and



not cause eButler, your Personal Butler, or any retailer to contravene any applicable laws.

- 11.2. If you receive your delivery in the Republic of South Africa, you agree that you are 18 years of age or older if you order alcohol products. If you order alcohol products, you understand and acknowledge that neither eButler nor Personal Butler can accept your order of alcohol products, and the order will only be delivered if the retailer accepts your order.
- 11.3. You agree that, upon delivery of alcohol products, the recipient will provide valid government-issued identification proving their age to the Personal Butler delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products.
- 11.4. You agree that if any applicable legal requirements for the delivery of alcohol are not met, eButler reserves the right to cancel the alcohol-related portion of your order.

12. Third-party Products and Content

- 12.1. You agree that eButler does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through our Services. If you purchase, use or access any such products, content, services, advertisements, offers, or information through the Services, you agree that you do so at your own risk and that eButler will have no liability based on such purchase, use or access.

13. Service provided “as is” and release of claims

- 13.1. The services are “as is” and “as available”. To the maximum extent permitted by applicable by law, eButler disclaims all representations and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 13.2. In addition, eButler makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability or availability of other services, any services provided by Personal Butlers or third party providers, or goods requested through the use of



services from retailers, or that services will be uninterrupted or error free. eButler does not guarantee the quality, suitability, safety or ability of Personal Butlers, third party providers, or retailers. You agree that the entire risk arising out of your use of any services, provided by Personal Butlers or third party providers or any products requested by you or delivered to you, remains solely with you.

- 13.3. You agree that neither eButler nor its affiliates, retail partners, licensors, or suppliers is responsible for the conduct or any conduct of any Personal Butler or third party providers. Neither eButler nor its affiliates, retail partners, licensors, or suppliers will be liable for any claim, injury or any damage arising in connection with the acts or omissions of any Personal Butler third party providers.
- 13.4. If you have a dispute with one or more Personal Butlers or Third Party Providers, you agree to release eButler (including our affiliates, and each of our respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.
- 13.5. Furthermore, you expressly waive any rights you may have under the consumer **Protection Act**
- 13.6. In no event shall eButler (Including our affiliates and our respective officers, directors, employees, agents, shareholders, retail partners, licensors and suppliers) be liable for any incidental, special, punitive, consequential, or indirect damages (including but not limited to, damages for deletion, corruption, loss of data, loss of programs, failure to store any information or other content maintained or transmitted by the services, service interruptions, or for the cost of procurement of substitute services) arising out of or in connection with the services, or these terms, however arising including negligence, even if we our agents or representatives know or have been advised of the possibility of such damages.
- 13.7. eButler (Including our affiliates and our respective officers, directors, employees, agents, shareholders, retail partners, licensors and suppliers) will not be liable for any indirect, special, punitive, incidental, special, punitive, consequential damages in Law (Including but not limited to physical damages, bodily injury, death and / or emotional distress and



discomfort) arising out of any use of the services, any services provided by Personal Butlers or third party, providers, or any products requested by you or any products requested by you or delivered to you, even if we or our agents or representatives know or have been advised of the possibility of such damages.

13.8. This provision applies to the maximum extent permitted by law

14. Indemnification

14.1. You agree to defend, indemnify and hold harmless eButler and its officers, directors, employees, agents and affiliates (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Services or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule or regulation.

15. Disputes & Arbitration

15.1. If you have a dispute with eButler arising out of your use of the Services, this Section 8 applies. You agree to contact us first and attempt to work out any such dispute amicably.

15.2. For residents of the South Africa, you agree to the following mandatory arbitration provisions.

15.3. If we're unable to work out a solution amicably, both you and eButler agree to resolve any disputes arising out of your use of the Services or these Terms through binding arbitration or small claims court.

15.4. The user reserves the right to lodge a claim with the national consumer commission.

16. Class action waiver:

16.1. To the extent permissible by law, all claims must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action").

16.2. The arbitrator may not consolidate more than one person's claims or engage in any class arbitration.



16.3. You agree that by entering into these terms, you are waiving the right to participate in a class action.

16.4. Opt-out of Mandatory Arbitration: You can decline this mandatory arbitration provision within 30 days of accepting these Terms by emailing us at info@ebutler.co.za with your first and last name and stating your intent to opt-out of the arbitration provision. Note that opting out of this arbitration provision does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

17. Termination

17.1. You can stop using the Services at any time and without notice to us. Similarly, we may terminate access to the Services to you or any other users or stop offering the Service at any time without notice. In the event of Termination, Section 1 and Sections 4-15 survive and continue to apply to you.

18. Controlling Law

18.1. These Terms will be governed, interpreted and implemented in accordance with the laws of South Africa.

19. Entire Agreement & Severability

19.1. These Terms, subject to any amendments, modifications, or additional agreements you enter into with eButler, shall constitute the entire agreement between you and eButler with respect to the Services and any use of the Services. If any provision of these Terms is found to be invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

20. No Waiver

20.1. eButler's failure to monitor or enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

21. Returns & Refunds

21.1. If you are for any reason dissatisfied with any item purchased, you may contact eButler within 24 hours of purchase for a full refund, replacement or exchange, provided you have the original tax invoice, and it is in a saleable condition. Please note that items purchased on our sale are subject to a separate returns policy. Please email customer service at info@ebutler.co.za

22. Assignment

22.1. You may not assign any of your rights, licenses, or obligations under these Terms. Any such attempt at assignment by you shall be void. eButler may assign its rights, licenses, and obligations under these Terms without limitation.

23. Changes to the Terms

23.1. We may make changes to these Terms from time to time. When we do so, we will post the most current version of the Terms on our website and, if a revision to the Terms is material, we will notify you of the new Terms (for example, by email or a notification on our Services). Changes to these terms will not apply retroactively. If you do not agree to the modified terms, you should discontinue your use of the Services.

24. Copyright Policy

24.1. eButler respects the intellectual property rights of others and has implemented a copyright policy in accordance with the Copyright Act 98 of 1978 and other relevant laws. eButler will respond to valid notices of copyright infringement and reserves the right to terminate any users, at our sole discretion and without notice, who repeatedly infringe copyrights or other intellectual property rights of others.



24.2. If you believe any content posted or made available on the eButler Services constitutes infringement of your copyright rights, you may send a written notice of infringement to **eButler's designated Copyright Agent** using the contact information listed below. In your notice, please specify the nature of the copyright infringement and include the following information:

- 24.2.1. an electronic or physical signature of the owner of the copyright in question or a person authorized to act on behalf of the owner of the copyright;
- 24.2.2. a description of the claimed infringing material as well as identification of the claimed infringing material, including the location of such material on the eButler Services (e.g., the URL of the claimed infringing material if applicable or other means by which we may locate the material);
- 24.2.3. complete contact information, including the name of the owner of the copyright and your name, title, address, telephone number, and email address;
- 24.2.4. a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 24.2.5. a statement, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner.



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