



## **TIAGO'S ONLINE ORDERING TS&CS**

### **Placing an order**

Select the products you want, add them to your cart and pay. Once you have paid, your order will be confirmed in the App.

Tiago's provides the platform for you to place the order and arrange for delivery or collection. Paying for your order creates a binding agreement between you and the store (i.e. Tiago's restaurant) for the products you purchase. This means that the Tiago's store selected must prepare your order, because you've paid for it. If there is a problem or refund due to you, we may assist.

### **Allergies or special requests**

You can leave a note at checkout before you pay to let the store know about any allergies or special requirements that apply to your order. While we pass your order notes to the store, the store makes the final decision on fulfilling special requests.

### **Cancellations**

The Tiago's store you ordered from may cancel your order if:

- your order cannot be completed; or
- you breach these terms.

If this happens, we will refund or replace you for the products (and delivery charges where applicable) that have not been provided. Our service fees are non-refundable. You cannot change or cancel your order once your order is paid and confirmed.

### **Prices**

Tiago's stores list their products and set their own pricing on the App. These prices may differ from in-store prices or pricing on other apps and can be changed by the store from time to time.

Price changes won't apply to orders that have been paid for, except for obvious pricing errors, for example, when the product price is much higher or lower than usual. If this happens, the order (or the specific product) may be cancelled, and you will receive a refund.

### **Fees**

You pay for our services, delivery and for the products you order. We ensure that your payment goes to the Tiago's store and that your product gets delivered to you.

### **Payment methods**

You can pay by using any of the methods on our checkout page.

By choosing a payment method, you confirm that you are authorised to use it.

### **Card payments**

We use trusted third-party payment providers, so your card payment is handled securely. We don't store your full card details; this means you must confirm your details before your payment can go through. You must contact the payment provider directly for any issues related to their services. This includes issues with the validity of your card, authorisation of payments, one-time passwords (OTPs), or any other card or account-related functionality.

### **Receipts**

We'll send a transaction receipt to the email address you used when you registered on our App. You can also request receipts for previous orders in the App.

### **Refunds**

You will get a refund of the products you ordered when:

- The Tiago's store cannot complete your order
- The Tiago's store can't deliver the order
- The Tiago's store made a mistake with your order
- The Tiago's store cancelled your order
- Tiago's store confirm that there was a pricing error on your order
- The Tiago's store authorised the refund in terms of their policy

We will credit your refunds or replace the order for you.

### **Delivery**

Delivery times are estimated to know when to expect the driver.

The driver will wait at the delivery address for up to 10 minutes, so please be ready when the driver arrives. The driver may use phone call to contact you for order handover.

The driver may ask that you show your order details to confirm that the order is yours. If you want someone else to accept delivery on your behalf, just make sure that you give them the order details.

If there is no one to pick up the order from the driver within the allocated 10 minutes, the driver will leave and the order may not be refunded.

As soon as the driver hands over your order at the delivery address, the delivery is complete and Tiago's store delivery responsibility to you ends.

### **Your address**

Your address determines the stores available in your area and where we will deliver your order. If you pick the wrong address, we may deliver your order at that wrong address, or you will have to collect it from the store it was allocated to.

### **Collection**

When you collect your order from the store, you may be asked to show them your order receipt.

You must collect the order from the store within 60 minutes of the indicated collection time, otherwise the store may dispose of it, and you will not be refunded.

### **Product quality and errors**

We do our best to give you accurate details about the products, if they are available, their cost and the delivery charges.

However, we are not responsible for any store-related issues, such as product quality or pricing errors. To resolve these, please follow our complaints process.

### **Complaints**

You must log your complaint by calling us 072 796 5621 and we'll assist as best as we can. Where we can't, we'll assist to attain a resolution directly with the Tiago's store.

### **Your account**

You can register to use the App if you are 18 years or older. If you are younger, you must have your parent or guardian's permission.

Your App account is created just for you. You will not be able to transfer it to anyone else.

Use the App responsibly. Don't use bots, scripts, or other tools to interfere with it. Keep your log in details safe because you're responsible for orders placed through your account. Let us know right away if your log in details are compromised and we will suspend your account.

### **App use and security**

We aim to provide a reliable App with accurate and complete information. While we make every effort to ensure the App operates smoothly, we cannot guarantee that it will always be uninterrupted or accurate.

The App may include a variety of views and statements, which may not always represent those of Tiago's, its team, or its agents.

We take reasonable steps to keep our App safe and secure. However, to protect your devices, we encourage you to use safeguards against risks such as viruses or harmful software, where possible. You are responsible for any risks that may arise from using the App, except where we cause damage through serious misconduct.

### **App access**

We work to keep disruptions minimal, but there may be downtime for maintenance or technical reasons.

We can suspend or terminate your access to our App for any reason, including if you:

- breach these terms;
- commit fraud; abuse our staff;
- misuse the App; or
- create multiple accounts to qualify for promotions.

### **External websites**

Our terms do not apply to external websites. So, when you find links to other websites on the App, including advertiser sites, you visit and use these external websites, entirely at your own risk.

### **Claims, liability and what you can expect from us**

You agree to protect us from any claims or losses which may arise if you use the App or linked external websites, except where we cause damage through serious misconduct.

Our liability limits for claims:

You use the App at your own risk. We provide the App and its content on an "as is" basis, and you are responsible for how you use or rely on it.

If a court, tribunal, or other authority finds that we are legally responsible and must compensate you, the maximum compensation we will pay is limited to what you paid for your specific order. This means the most we would pay you back is the amount you paid for that order, even if your actual loss is greater.

We will always honour our legal responsibilities, this includes liability for gross negligence, death or injury caused by unsafe goods, and any rights you have under the Consumer Protection Act, 2008 ('CPA').

### **Events beyond our control**

We always aim to meet our obligations, but there may be events that we cannot control, like natural disasters, fires, wars, or other extraordinary circumstances, which may cause delays or prevent us from fulfilling our obligations. Because we are not responsible for these kinds of delays you are still required to pay for your orders, if delivery is possible. However, if we or the store cannot provide the products or services at all, we will not charge you.

### **Use of App Content**

Do not use, copy, or share any App content without our permission. All content on the App, including text, graphics, logos, trademarks, and other materials, belong to Tiago's or our partners.

### **South African law applies**

South African law governs these terms and the use of the App. Specifically, the CPA and the Electronic Communications and Transactions Act, 2002 ('ECTA').

We have emphasised sections in bold which are important for you to know.

As a consumer under the CPA, you have rights that our terms cannot limit. Certain parts of these terms, like our right to stop your access, may have important legal implications, so please review them carefully.

By using the App, you agree that the High Court of South Africa (Western Cape Division, Cape Town) will handle any disputes, regardless of the claim amount. You can also approach the forums provided under the CPA for dispute resolution.

#### **This is our whole agreement**

We will publish those changes on our App. Any change we make takes effect from the date we publish it on the App. You accept the change when you use our App after the change is made.

#### **Our agreement and updates to these terms**

These terms form the full agreement between you and us. We may change or update these terms from time to time or stop our App without giving you notice.

We will try to process any valid orders made before the changes. You must check these terms regularly for updates. By continuing to use the App after we displayed changes to the terms, you agree to the updated terms.

If you need more information about the App contact our support team at [marketing@tiagos.co.za](mailto:marketing@tiagos.co.za)

#### **Our rights**

If either of us doesn't enforce a section of these terms, it does not mean that we are giving up that right. If any part of these terms is invalid, the rest will still apply.

#### **Legal notices**

We will send all formal legal communication to the physical address and email you provided when you created your account. You can update this information through your App profile.

How can you contact us?

- Our company name is Tiago's , and our registration number is 2006/216147/23.
- Our physical address is 17 Marine Drive, Uvongo, KwaZulu Natal 4265.
- Our phone number is +27 39 315 7429 Our email address is [marketing@tiagos.co.za](mailto:marketing@tiagos.co.za)
- Our office bearers are A.Ramos and P.Ramos
- Our POPIA manual is available [here](#).
- For store information, check the relevant product listings or contact our customer support at 072 796 5621

You must send legal notices in English by hand delivery or registered mail to our physical address and send a copy to [info@tiagos.co.za](mailto:info@tiagos.co.za)

We receive legal notices delivered by:

hand: we receive it on the delivery date;

registered mail: we consider it received 10 days after posting; and

email: we receive it on transmission date if sent before 16:30 on a business day, otherwise the next business day.

#### **Our advertising commitment to you**

We are committed to honest, decent, and transparent advertising. Below is our advertising code, which highlights the values that guide communication and advertisements on the Tiago's App and tells you what to expect from advertisements and how to raise concerns about any non-compliant content.

Tiago's represents South Africa's culturally rich and diverse nation. All imagery and communication associated with Tiago's must align with our company values. This advertising code establishes our commitment to lawful, honest, decent, truthful and transparent commercial advertising on the Tiago's App.

#### **Important advertising terms**

**Commercial advertising:** This refers to all forms of paid-for advertising on the Tiago's App, which includes display banners, carousels, pop-ups, and boosted search result product listings like sponsored advertisements.

**Advertiser:** This refers to the entity at whose instance the advertising appears, depending on the circumstances, it may be Tiago's or any other third party (for instance an outlet or restaurant trading on the App).

**Lawful advertising:** You can expect all commercial advertisements on the App to fully comply with all applicable legislation and regulations. Advertisers must ensure their advertisements meet all legal requirements.

**Honest advertising:** You can expect advertisements that respect your trust and knowledge. Advertisers must not frame commercial advertisements to abuse consumer trust or exploit lack of experience, knowledge, or credulity.

**Decent advertising:** You can expect advertisements that are free from offensive content. Advertisers must not include foul language, obscenities, defamation, hate speech or derogatory comments in commercial advertisements. Advertisements must not contain content that might lead to or support acts of violence or criminal activity, nor appear to condone such acts. Advertisements must not contain negative gender stereotyping or negative gender portrayal.

**Truthful advertising:** Advertisers are expected to hold sufficient documentary evidence to support all their claims, whether direct or implied, that are capable of objective substantiation before publishing commercial advertising.

**Transparent advertising:** You can easily identify paid advertising on our App. When you search for products, any paid-for boosted search result product listings that appear with organic search results are marked as "sponsored" listings. This transparency ensures you know when search results have been paid for by Advertisers.

**Reporting concerns:** If you believe Tiago's or any of the Advertisers on the Tiago's App do not adhere to our commercial advertising commitments, please contact us at [marketing@tiagos.co.za](mailto:marketing@tiagos.co.za)