

1. Introduction

1. This website can be accessed at www.moji'skitchen.com , related mobi-sites and software applications (the "Website") and is owned and operated by Moji's Kitchen Online (Proprietary) Limited ("Moji's Kitchen", "we", "us" and "our").
2. These Website Terms and Conditions ("Terms and Conditions") govern the ordering, sale and delivery of Goods, and the use of the Website.
3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the Website and by clicking on the "Register Now" button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
4. The Website enables you to shop online for an extensive range of goods ("Goods").

2. Important Notice

1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").
2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -
 1. may limit the risk or liability of Moji's Kitchen or a third party; and/or
 2. may create risk or liability for the user; and/or
 3. may compel the user to indemnify Moji's Kitchen or a third party; and/or
 4. Serves as an acknowledgement, by the user, of a fact.
3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Moji's Kitchen to explain it to you before you accept the Terms and Conditions or continue using the Website.
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 Moji's Kitchen in terms of the CPA.
6. Moji's Kitchen permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

3. Returns

1. Please refer to our Returns Policy for more information about returning products (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

4. Registration and use of the website

1. Only registered users may order Goods on the Website.
2. To register as a user, you must provide a unique username and password and provide certain information and personal details to Moji's Kitchen. You will need to use your unique username and password to access the Website in order to purchase Goods.
3. You agree and warrant that your username and password shall:
 1. be used for personal use only; and
 2. Not be disclosed by you to any third party.
4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

5. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.
 6. You agree to notify Moji's Kitchen immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
 7. By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.
 8. 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 Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Moji's Kitchen representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
 9. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
 10. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Moji's Kitchen representative.
5. **Conclusion of sales and availability of stock**
1. Registered users may place orders for Goods, which Moji's Kitchen may accept or reject. Whether or not Moji's Kitchen accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by Moji's Kitchen for the Goods.
 2. NOTE: Moji's Kitchen will indicate the acceptance of your order by delivering the Goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and Moji's Kitchen come into effect (the "Sale"). This is regardless of any communication from Moji's Kitchen stating that your order or payment has been confirmed. Moji's Kitchen will indicate the rejection of your order (by Moji's Kitchen) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
 3. Prior to delivery or your collection of the Goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods only in accordance with the Returns Policy.
 4. You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. In the case of Goods for sale by Moji's Kitchen, Moji's Kitchen will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on

the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, Moji's Kitchen will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.

5. Certain Goods may not be purchased for re-sale. Should we suspect that any such Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you.

6. Payment

1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
2. Whether the Goods are for sale by Moji's Kitchen, payment can be made for Goods via -
 1. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Moji's Kitchen will not accept your order if payment has not been received;
 2. Instant EFT;
 3. Cash on delivery, by selecting this option, you undertake to ensure that you have the exact cash on hand at the time of delivery.
3. You may contact us via email at rachel-abbey@hotmail.com to obtain a full record of your payment. We will also send you email communications about your order and payment.
4. Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

7. Delivery of goods

1. Moji's Kitchen offers 2 (two) methods of delivery of Goods to you. You may elect delivery via:
 1. courier; or
 2. Self-collection.
2. Our delivery charges are subject to change at any time, without prior notice to you. You will see the applicable delivery charges in your cart when you check out.
3. Where it accepts your order, Moji's Kitchen will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.
4. Moji's Kitchen's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. Moji's Kitchen is not responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.

8. Errors

1. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to

the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

2. Moji's Kitchen shall not be bound by any incorrect information regarding our products displayed on any third party websites.

9. Privacy policy

1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.
2. Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to -
 1. your name and surname;
 2. your email address;
 3. your physical address;
 4. your gender;
 5. your mobile number; and
 6. your date of birth.
3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
4. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
5. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Moji's Kitchen is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
6. We will ensure that all of our employees, third party service providers, divisions and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
7. We will -
 1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
 2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 3. provide you with access to your personal information to view and/or update personal details;
 4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
 6. Upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

8. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
9. Moji's Kitchen undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.
10. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
11. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Moji's Kitchen, Moji's Kitchen shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

10. Changes to these Terms and Conditions

1. Moji's Kitchen may, in its sole discretion, change any of these Terms and Conditions at any time. 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 Website.
2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

11. Electronic communications

1. When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions or partners electronically in accordance with our privacy policy as set out in clause 9 above.

12. Ownership and copyright

1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("Website Content") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Moji's Kitchen, its advertisers and/or sponsors and/or is licensed to Moji's Kitchen.
2. You will not acquire any right, title or interest in or to the Website or the Website Content.
3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact us via email at rachel-abbey@hotmail.com.
4. Where any of the Website Content has been licensed to Moji's Kitchen 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.

13. Disclaimer

1. The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
2. Whilst Moji's Kitchen takes reasonable measures to ensure that the content of the Website is accurate and complete, Moji's Kitchen makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by Moji's Kitchen's representatives, Moji's Kitchen shall not be bound thereby.
3. Moji's Kitchen disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.
4. Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
5. Any views or statements made or expressed on the Website are not necessarily the views of Moji's Kitchen, its directors, employees and/or agents.
6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Moji's Kitchen also makes no warranty or representation, whether express or implied, that the information or files available on the Website 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, jeopardise 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. 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, jeopardise, 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 wilful misconduct of Moji's Kitchen, its employees, agents or authorised representatives. Moji's Kitchen thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.

14. Limitation of liability

1. Moji's Kitchen cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Moji's Kitchen, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to rachel-abbey@hotmail.com.
2. Moji's kitchen 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 website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.

3. You hereby indemnify Moji's kitchen against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third party website.

15. Availability and termination

1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
2. Moji's Kitchen may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Moji's Kitchen will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.
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 Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.
4. At any time, you can choose to stop using the Website, with or without notice to Moji's Kitchen.

16. Governing law and jurisdiction

1. These Terms and Conditions and our relationship 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 Website 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.
2. In the event of any dispute arising between you and Moji's Kitchen, you hereby consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
3. Nothing in this clause 16 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

17. Notices

1. Moji's Kitchen hereby selects 3 Villa Rosa, 19 Glen Avenue, Equestria, Pretoria East, Gauteng, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Moji's Kitchen may change this address from time to time by updating these Terms and Conditions.
2. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Moji's Kitchen not less than 7 (Seven) days' notice in writing.
3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -
 1. by hand will be deemed to have been received on the date of delivery;
 2. by prepaid registered post, will be deemed to have been received 5 (five) days after the date of posting;
 3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes 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; and

4. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. All email communications between you and Moji's kitchen must make use of the "read receipt" function to serve as proof that an email has been received.

18. information

1. For the purposes of the ECT Act, Moji's Kitchen's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:
 1. Full name: Moji's Kitchen (Pty) Ltd, a private company registered in South Africa with registration number
 2. Main business: Online retailer
 3. Physical address for receipt of legal service (also postal and street address): 3 Villa Rosa, 19 Glen Avenue, Equestria, Pretoria East, Gauteng, as (marked for attention: CEO and Legal)
 4. Office bearers: Rachel Abbey.
 5. Phone number: +27 72 499 6666
 6. Official email address: rachel-abbey@hotmail.com.
 7. PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from here.

19. General

1. Moji's Kitchen may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.
2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
3. Any failure on the part of you or Moji's Kitchen to enforce any right in terms hereof shall not constitute a waiver of that right.
4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
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.
6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (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.
7. These Terms and Conditions contain the whole agreement between you and Moji's Kitchen and no other warranty or undertaking is valid, unless contained in this document between the parties.