

PANAROTTIS NAMIBIA WEBSITE

TERMS AND CONDITIONS / PRIVACY POLICY / DISCLAIMER

A. INTRODUCTION

1. These terms and conditions ("Terms and Conditions") apply in respect of the Panarottis Namibia website (the "Website").
2. The terms "user", "you" and "your" are used interchangeably in these Terms and Conditions and refers to any visitor to the Website from time to time (or who anyone intends visiting the Website) including members of the public or legal entities accessing the Website for information purposes; members of the public or legal entities submitting advertisements, comments, files, images, videos, sounds, business listing and/or information and/or any other material or data ("Content"); web search engines; and data and/or information aggregators.
3. These Terms and Conditions and the other policies posted on the Website constitute the complete and exclusive understanding and agreement between you and Steak Ranches International and govern your use of the Website. This understanding and agreement supersedes all prior understandings, proposals, agreements, negotiations and discussions between the parties, whether written or oral.
4. "Steak Ranches International" means Steak Ranches International B.V., (Registration Number: 33280643), and any company related or inter-related to Steak Ranches International including its holding company, Spur Corporation, and their respective subsidiaries and affiliates ("Steak Ranches Group"). All rights granted in favour of Steak Ranches International in terms of this Agreement shall be deemed to be for the benefit of the Steak Ranches Group by way of a stipulation for the separate benefit of each company within the Steak Ranches Group, and such benefit may be accepted by any company within the Steak Ranches Group at any time after the date of execution hereof (and the fact that any such benefits may not be enforceable by any one of such companies shall not affect its enforceability by Steak Ranches International or any other company within the Steak Ranches Group).
5. Steak Ranches International permits the use of the Website subject to these Terms and Conditions, and by accessing the Website you are required to accept these Terms and Conditions.
6. Please read these Terms and Conditions carefully and make sure you understand them before you use the Website. Please do not access the Website if you do not agree to these Terms and Conditions.
7. 9. Steak Ranches International reserves the right to change, on one month's notice, any of the materials aspects of these Terms and Conditions. Any such change will be recorded on the Website and will apply from the effective date of the notice. The provisions thereof shall be deemed to be binding on the user.
8. 10. Steak Ranches International reserves the right to change any non-material aspects of these Terms and Conditions, which change will be recorded on the Website and will apply with immediate effect. Your continued use of the Website will constitute an agreement to abide by the updated terms and conditions.
9. Notwithstanding anything to the contrary herein, we reserve the right to block your email or IP address, or otherwise terminate your access to or use of the Website immediately and without notice to you and to remove and discard any Content within the Website, for any reason. You agree that Steak Ranches International will not be liable to you or any third

party for termination of your access to the Website. You also agree not to attempt to access the Website after such termination.

B. PARTICIPATION

1. The Panarottis Namibia Website can be visited at www.panarottis.com/na.

C. LIABILITY

1. You hereby agree that your use of the Website is at your own risk. To the maximum extent permitted in law, none of the Steak Ranches International, Steak Ranches Group nor their respective directors, prescribed officers, managers, employees, agents, franchisees, or other persons in respect of whose actions Steak Ranches International may be held to be vicariously liable or anyone associated with any of them (collectively, the "Protected Parties"), shall incur any liability to any person for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise, whatsoever or howsoever arising from your use or misuse of, or reliance upon the Website, or as a result of, or arising from any defects in the Website or otherwise. To the extent necessary in law the provisions of this clause C shall constitute a stipulatio alteri (i.e., a contract in favour of a third party) in favour of the Protected Parties, the benefit whereof may be accepted by any or all of them at any time, from time to time.
2. The Website and the Content available through the Website may contain links to third-party websites ("Third-Party Websites") completely unrelated to us or our Website. If you link to Third-Party Websites, you may be subject to the terms and conditions and other policies of those Third-Party Websites. We do not endorse any Content displayed on any Third-Party Website.

D. INDEMNITY

1. You indemnify the Protected Parties from any liability for any injury, claim, loss, or damage of any nature whatsoever, whether direct, indirect, consequential, or otherwise arising from:
 - (a) your use of and access to the Website and/or any linked external sites;
 - (b) your violation of any of these Terms and Conditions;
 - (c) your violation of any third-party right, including, without limitation, any copyright, trade mark, trade secret, or other property or privacy right; or
 - (d) any claim that your Content caused damage to a third party.
2. This defence and indemnification obligation will survive termination, modification or expiration of these Terms and Conditions and your use of the Website.

E. PRIVACY AND INFORMATION

1. The following sections E - O contain our External Privacy Statement ("Statement") which sets out how your personal information will be used by Steak Ranches International and applies to any information, including personal and special personal information, you give to Steak Ranches International or which Steak Ranches International may collect from third parties.

2. It is important that you read this section carefully before submitting any personal information to Steak Ranches International.
3. By submitting any information to Steak Ranches International in any form you further acknowledge that such conduct constitutes an unconditional, specific and voluntary consent to the processing (including storage) of such information by Steak Ranches International in terms of these Terms and Conditions and/or under any applicable law, which consent shall, in the absence of any written objection received from you, be indefinite and/or for the period otherwise required in terms of any applicable law.
4. The provisions of this Statement are subject to mandatory, unalterable provisions of applicable laws.
5. Please do not submit any personal information to Steak Ranches International if you do not agree to any of the provisions of these Terms and Conditions. If you do not consent to the provisions of this section, the Terms and Conditions, or parts thereof, Steak Ranches International may not be able to provide its products and services to you.

F. AMENDMENT OF THE EXTERNAL PRIVACY STATEMENT

1. We may amend the External Privacy Statement from time to time for any of the following reasons:
 - (a) to provide for the introduction of new systems, methods of operation, services, products, or facilities.
 - (b) to comply with changes to any legal or regulatory requirement.
 - (c) to ensure that our External Privacy Statement is clearer and more favourable to you.
 - (d) to rectify any mistake that may be discovered from time to time.
 - (e) for any other reason which Steak Ranches International, in its sole discretion, may deem reasonable or necessary.
2. Any such amendment will come into effect and become part of any agreement you have with Steak Ranches International when notice is given to you of the change by publication on the Website. It is your responsibility to check the Website often. Your continued use of the Website will constitute an agreement to abide by the updated External Privacy Statement.

G. PRIVACY INDEMNITY

1. Steak Ranches International takes your privacy and the protection of your personal information very seriously, and it will only use your personal information in accordance with the External Privacy Statement and applicable data protection legislation. It is important that you take all necessary and appropriate steps to protect your personal information yourself (for example, by ensuring that all passwords and access codes are kept secure).
2. Steak Ranches International has implemented reasonable technical and operational measures to keep your personal information secure.
3. You hereby indemnify the Protected Parties from any loss, damages or injury that you may incur as a result of any unintentional disclosures of your personal information to unauthorised persons or the provision of incorrect or incomplete personal information to Steak Ranches International.

H. INFORMATION WHICH WE MAY COLLECT ABOUT YOU

1. Steak Ranches International may collect the following information about you, and this information may include:
 - (a) your name, address, contact details, date of birth, identity number, passport number.
 - (b) records of correspondence or enquiries from you or anyone acting on your behalf.
 - (c) details of transactions you carry out with Steak Ranches International.
 - (d) details of contracts, or sales you carry out with Steak Ranches International.
 - (e) sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

2. Where you provide Steak Ranches International with the personal information of third parties, you must take steps to inform the third party that you need to disclose their details to Steak Ranches International, identifying Steak Ranches International. Steak Ranches International will process their personal information in accordance with this External Privacy Statement.

I. USE OF INFORMATION COLLECTED

1. Steak Ranches International may use, transfer and disclose your personal information for the purpose of:
 - (a) providing you with the Website, products, or offerings you have requested, and notifying you about important changes to these services, products or offerings.
 - (b) managing your account or relationship and complying with your instructions or requests.
 - (c) detecting and preventing fraud and money laundering and/or in the interest of security and crime prevention.
 - (d) assessing and dealing with complaints and requests.
 - (e) operational, marketing, auditing, legal and record keeping requirements.
 - (f) verifying your identity or the identity of your beneficial owner.
 - (g) transferring or processing your personal information outside of the Namibia to such countries that may not offer the same level of data protection as the Republic of South Africa, including cloud storage purposes and the use of any of our websites.
 - (h) complying with applicable laws, including lawful requests for the information received from local or foreign law enforcement, government, and tax collection agencies.
 - (i) recording and/or monitoring your telephone calls and electronic communication to/with Steak Ranches International to accurately carry out your instructions and requests, to use as evidence and in the interests of crime prevention.
 - (j) conducting market research and providing you with information about Steak Ranches International products or services from time to time via email, telephone, or other means (for example, events).

- (k) where you have unsubscribed from certain direct marketing communications, ensuring that we do not send such direct marketing to you again.
 - (l) disclosing your personal information to third parties for reasons set out in this External Privacy Statement or where it is not unlawful to you so.
 - (m) monitoring, keeping record of and having access to all forms of correspondence or communications received by or sent from Steak Ranches International or any of its employees, agents, or contractors, including monitoring, recording, and using as evidence all telephone communications between you and Steak Ranches International.
 - (n) improving or evaluating the effectiveness of our business or products, services, or offerings.
2. Steak Ranches International may from time to time contact you about services, products and offerings available from Steak Ranches International or Steak Ranches Group which may be of interest to you, by email, phone, text or other electronic means, unless you have unsubscribed from receiving such communications. You can unsubscribe from receiving such communications.

J. RETENTION OF YOUR INFORMATION

1. Steak Ranches International may retain your personal information in terms of the applicable laws, unless you object, in which case we will only retain it if we are permitted or required to do so in terms of applicable laws or if we need to retain it for longer for a lawful purpose (for example, for the purposes of complaints handling, legal processes and proceedings).

K. ACCESS TO, CORRECTION AND DELETION OF YOUR PERSONAL INFORMATION

1. You may request details of personal information which Steak Ranches International holds about you under the Access to Information Act No. 8 of 2002 ("AIA"). Fees to obtain a copy or a description of personal information held about you are prescribed in terms of PAIA. Confirmation of whether Steak Ranches International holds personal information about you may be requested free of charge.
2. You may request the correction, destruction of, or deletion of personal information Steak Ranches International holds about you. Please ensure that the information Steak Ranches International holds about you is complete, accurate and up to-date.
3. You have a right to object on reasonable grounds to the processing of your personal information where the processing is carried out to protect our legitimate interests or your legitimate interests unless the law provides for such processing.

L. COMPLAINTS

1. Should you believe that Steak Ranches International has utilised your personal information contrary to applicable laws, you undertake to first attempt to resolve any concerns with Steak Ranches International.
2. If you are not satisfied with such process, you may have the right to lodge a complaint with the Information Officer of Spur Corporation, using the contact details below:
3. Tel: 021 555 5100
4. Email: informationofficer@spurcorp.com

5. Unethical activity may be anonymously reported to Steak Ranches International's independent ethics hotline provider, Whistle Blowers (Pty) Limited, via their toll-free phone number +27 800 447 464 and email address spurcorp@whistleblowing.co.za.

M. SUBMISSION OF CONTENT

1. If you submit any Content to Steak Ranches International, you expressly agree not to post, email, or otherwise make available Content:
 - (a) that violates any law.
 - (b) that is copyrighted, patented, protected by trade secret or trade mark, or otherwise subject to third-party propriety rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a licence from their rightful owner to post the material and to grant us all the licence rights granted under these Terms and Conditions by the owner.
 - (c) that infringes any of the foregoing intellectual property rights of any party or that you do not have a right to make available under any law or under any contractual or fiduciary relationship.
 - (d) that is harmful, abusive, unlawful, threatening, harassing, defamatory, pornographic, libellous, or invasive of another's privacy or other rights, or that harms or could harm minors in any way.
 - (e) that harasses, degrades, intimidates or is hateful towards an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability.
 - (f) that violates any employment laws including those prohibiting the stating, in any advertisement for employment, of a preference or requirement based on race, colour, religion, sex, national origin, age, or disability of the applicant.
 - (g) that includes personal or identifying information about another person, without that person's explicit consent.
 - (h) that impersonates any person or entity, including any of our employees, or falsely states or otherwise misrepresents an affiliation with a person or entity.
 - (i) that is false, deceptive, misleading, deceitful or constitutes a "bait and switch" offer.
 - (j) that constitutes a "pyramid scheme", an "affiliate marketing", a "link referral code", "junk mail", "spam", a "chain letter" or an unsolicited advertisement of a commercial nature.
 - (k) that constitutes or contains any form of advertising or solicitation including any form of advertising or solicitation that is.
 - (l) posted in areas or categories of the Website which are not designated for such purposes.
 - (m) e-mailed to users who have requested not to be contact about other services, products, or commercial interests.
 - (n) that includes links to commercial services or Third-Party Websites, except as specifically allowed by us.
 - (o) that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law.
 - (p) that contains software viruses or any other computer code, file, program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

- (q) that disrupts the normal flow of dialogue, with an excessive number of messages (flooding attack) to the Website or that otherwise negatively effects other users' ability to use the Website.
- (r) that employs misleading e-mail addresses or forged headers or otherwise manipulated identifiers to disguise the origin of Content transmitted through the Website.

2. Additionally, you agree not to:

- (a) contact anyone who has asked not to be contacted, make unsolicited contact with anyone for any commercial purpose, or "stalk" or otherwise harass anyone.
- (b) make any libellous or defamatory comments or postings to or against anyone.
- (c) Collect personal information (as defined in the External Privacy Statement) or data about other users or entities for commercial or unlawful purposes.
- (d) attempt to gain unauthorised access to computer systems owned or controlled by Steak Ranches International, or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Panarottis App (Applicable for certain countries: Eswatini, Mauritius, Namibia and Zambia) or the Website.
- (e) use of any automated device or computer program ("flagging tool" or "automated flagging device") that enables the use of Steak Ranches International's "flagging system" or other community control systems without each flag's being manually entered by a human who initiates the flag, or use any such flagging tool to remove the posts of competitors or other third parties, or remove a post without a reasonable good-faith belief that the post being flagged violates these Terms and Conditions or any applicable law or regulation.
- (f) use any automated device or software that enables the submission of automatic postings on the Website without human intervention or authorship (an 'automated posting device').

- 3. Steak Ranches International reserves the right to remove any Content without prior notice.
- 4. Furthermore, by posting Content to any public area of the Website, you agree to and do hereby grant Steak Ranches International all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Website by any party for any purpose. You also hereby grant each user of the Website a non-exclusive licence to access your Content through the Website. The foregoing licence granted by you to each user terminates when you remove or delete such Content from the Website.

N. INTELLECTUAL PROPERTY

- 1. Save for the limited license granted in terms of clause R2 hereunder, Steak Ranches International retains all right, title and interest in and to the Website, which includes all content, services and functionality associated with the Website. 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, trademarks, designs and service marks which are displayed on or incorporated in Website ("Website Content") are protected by law, including but not limited to

copyright and trade mark law. The Website Content is the property of the Steak Ranches International, its advertisers and/or sponsors and/or is licensed to the Steak Ranches International.

2. You are not entitled to:
 - (a) copy, reproduce, modify, alter, create derivative works of, sell, reverse engineer, decompile, redistribute, or disassemble the Website or Website Content or any part thereof.
 - (b) sub-license, assign, transfer, or in any manner give or grant or transfer, directly or indirectly, any rights granted in terms of these Terms and Conditions to any third party.
3. The limited license granted to you in terms of this clause Q will be revoked (with or without notice) and ineffective if you:
 - (a) engage in any act that Steak Ranches International deems to conflict with the spirit or intent of these Terms and Conditions or the promotional material including, but not limited to, circumventing, or manipulating these Terms and Conditions or the promotional material.
 - (b) fail to comply with any of the provisions of these Terms and Conditions.
4. Where any of the Website Content has been licensed to Steak Ranches International 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.

O. NO WARRANTIES

1. You expressly agree and acknowledge that the Website is provided to you "as is" without warranty of any kind. Steak Ranches International hereby disclaims all warranties, either express or implied, to the maximum extent permitted by law.
2. To the fullest extent permitted by law, the Protected Parties disclaim all warranties, express or implied, in connection with the Website and your use thereof. Steak Ranches International makes no warranties or representations about the accuracy or completeness of the Website Content, or the content of any third-party website linked to the Website and assumes no liability or responsibility for any:
 - (a) errors, mistakes, or inaccuracies in the Website Content.
 - (b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website.
 - (c) unauthorised access to or use of Steak Ranches International servers and/or any personal and/or financial information stored therein.
 - (d) interruption or cession of transmission to or from the Website.
 - (e) bugs, viruses, Trojan horses or the like which may be transmitted to or through the Website by any third party.
 - (f) Errors or omissions in any Website Content or loss or damage of any kind incurred arising from the use of any Content posted, e-mailed, communicated, transmitted or otherwise made available via the Website.
5. Steak Ranches International does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through

the Website or any hyperlinked website featured in any banner or other advertising, and the Protected Parties will not be a party to or in any way responsible for the monitoring of any transaction between you and/or other users and/or third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise appropriate caution.

P. GENERAL

1. These Terms and Conditions shall comply with, and will be subject to, any peremptory provisions of any applicable Namibian consumer protection laws, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Terms and Conditions and the Peremptory Provisions, the latter shall prevail. Furthermore, no term or condition of these Terms and Conditions is intended to breach any Peremptory Provisions.
2. These Terms and Conditions, together with any terms and conditions appearing on the Website or in any promotional material, contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in these Terms and Conditions (including clause S.1 above) no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless agreed to in writing by Steak Ranches International.
3. Each sentence, paragraph, term, clause and provision of these Terms and Conditions and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any competent court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto. If any provision of these Terms and Conditions is found by any court to be unfair by applicable Namibian consumer protection laws, then that provision will apply to the maximum extent permitted under those applicable laws and will further be governed by the provisions of this clause T.3 mutatis mutandis.
4. Your access and/or use of the Website, and the operation of these Terms and Conditions, shall be governed by and construed in accordance with the laws of the Republic of South Africa and any disputes that arise from these Terms and Conditions shall be subject to the exclusive jurisdiction of the High Courts of South Africa.
5. The Website shall operate indefinitely. Unless otherwise specified in these Terms and Conditions, Steak Ranches International may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the user's right to use the Website or its Content.
6. You may not cede, assign, or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
7. Any failure on the part of you or Steak Ranches International to enforce any right in terms hereof shall not constitute a waiver of that right.
8. 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.

Q. COOKIES

1. Cookies are a common Internet technology. Many websites use cookies to provide useful features for their users. Cookies are small files that are written or downloaded to your computer's hard drive when you access a site. They allow Steak Ranches International to store and quickly retrieve login information on your computer and provide data that Steak Ranches International can use to improve the quality of the Website. Most internet browsers (such as Internet Explorer) are initially set up to accept cookies. If you prefer, you can set your browser to refuse cookies, although you may not be able to take full advantage of Steak Ranches International if you do so. You can disable cookies by going to "Tools" on your top menu bar. This will bring up the "Internet Options" dialogue box. On the top of the dialogue box, click on "Privacy". This will bring up the "Settings" box. Scroll up using the slide bar on the left-hand side of the box, until the wording in the box states Block All Cookies. Then click on the "OK" button on the bottom of the menu box. If you follow these instructions, your computer will not accept cookies in future. Steak Ranches International may link information stored in cookies such as your age, gender, and country with your personally identifiable information and may use such information to gather statistics about the number of people who visit the Website and to customise content, layout, and services for delivery to you. Steak Ranches International's advertising partners may set and access cookies or use other technologies such as web beacons (which are electronic files that allow a website to count users who have visited that page or to access certain cookies) to personalise advertising content. Use by these advertising partners of their own cookies and any other tracking technologies are subject to their privacy policies. Steak Ranches International uses its reasonable efforts to ensure that its advertising partners are operating privacy policies that are in accordance with Steak Ranches International's privacy standards as set out in this privacy policy. You control who shares your information.
2. You can review, delete, correct and revise your personal profile, including who has access to your personal profile in your account, at any time or contact Customer Care for assistance by calling +2721 525 7760 or via email to at customer-care@panarottis.com. Requests of this nature will be completed within 30 (thirty) days.

Alternative contact numbers::

International:

+27 21 525 6671

Mauritius:

Pizza Pasta: 454 9603/05

Pizza: 4 657 925

R. SECURITY AND CONFIDENTIALITY

1. The security of your personal information depends on your protection of your account password. Please do not disclose your account to unauthorised people. Steak Ranches International uses industry standard technology designed to help keep your personal information safe. Please bear in mind though, that it is impossible for Steak Ranches International to guarantee that impenetrable security measures are in place. For example, Steak Ranches International cannot control any illegal and/or unforeseen

activity of other users that may allow them to circumscribe the privacy or security settings on the Website. Consequently, you acknowledge that there are circumstances in which your personal information may be accessed by unauthorised persons. Steak Ranches International limits access to your personal information only to employees who need access to that information to do their jobs in connection with the Website Steak Ranches International provides. If you become aware of any breach of data security or have any other questions about the security of the Website, please contact the Customer Care centre at +2721 525 7760 or customer-care@panarottis.com.

Alternative contact numbers::

International:

+27 21 525 6671

Mauritius:

Pizza Pasta: 454 9603/05

Pizza: 4 657 925

2. You can review, delete, correct and revise your personal profile, including who has access to your personal profile in your account at any time or contact Customer Care for assistance by calling +27 21 525 6671 or via email to customer-care@panarottis.com; requests of this nature will be completed within 30 (thirty) days.

S. SUPPLIER'S INFORMATION PROVIDED IN TERMS OF SECTION 34 OF THE ELECTRONIC TRANSACTIONS ACT 4 OF 2019 (the "ECT Act")

1. For the purposes of the ECT Act, Steak Ranches International's information is as follows, which should be read in conjunction with its other terms and conditions as contained on the Website:
 - (a) Full name and legal status: Steak Ranches International Besloten Vennootschap. a private company duly incorporated under the laws of the Netherlands.
 - (b) Physical address for receipt of legal service: Surinameplein 124, 1058 GV Amsterdam – Netherlands.
 - (c) Telephone number: +2721 525 7760
 - (d) Website address and e-mail address: www.panarottis.com/na and customer-care@panarottis.com.