



Terms of Service

Version 1.0

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Company QueueR

Registered Entity K2025973400

Jurisdiction South Africa

Website <https://queuer.co.za>

This document forms part of the legal documentation governing the use of the QueueR Platform.

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1 INTRODUCTION

- 1.1 These Terms of Service ("Terms") constitute a legally binding agreement between **K2025973400**, trading as **QueueR** ("QueueR", "we", "us", or "our"), and every individual, business, or other entity that accesses or uses the Services.
- 1.2 These Terms govern access to and use of the QueueR platform, website, mobile applications, application programming interfaces (APIs), and all related software, products, and services (collectively, the "Services").
- 1.3 By creating an Account, commencing a free trial, purchasing a Subscription or professional service, accessing the Services, or otherwise using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.
- 1.4 If you do not agree to these Terms, you must not access or use the Services.
- 1.5 QueueR provides software designed to assist restaurants, cafés, food vendors, caterers, event vendors, and other hospitality businesses with digital ordering, kitchen operations, menu management, reporting, and related business functions.
- 1.6 These Terms should be read together with the QueueR Privacy Policy, Refund Policy, and any other policies or commercial agreements expressly incorporated by reference, each of which forms part of these Terms where applicable.

2 DEFINITIONS

- 2.1 In these Terms, unless the context indicates otherwise, the following words and expressions have the meanings set out below.
- 2.2 **Account** means a registered user profile created to access and use the Services.
- 2.3 **Administrator** means the Authorised User designated by the Customer to manage the Account and other Authorised Users.
- 2.4 **Authorised User** means any individual authorised by a Customer to access or use the Services on the Customer's behalf.
- 2.5 **Billing Period** means the recurring period (such as monthly or annually) for which Subscription fees are charged.
- 2.6 **Business Day** means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa.
- 2.7 **Customer** means any individual, sole proprietor, partnership, company, trust, close corporation, restaurant, café, food vendor, catering company, hospitality business, or other legal or commercial entity that registers for or uses the Services.
- 2.8 **Customer Data** means any information, data, content, documents, menus, pricing,

images, orders, reports, customer information, or other material submitted to, stored within, generated by, or generated through the Services by a Customer.

- 2.9 **Device** means any computer, smartphone, tablet, point-of-sale device, kitchen display, or other compatible hardware used to access the Services.
- 2.10 **Launch Day** means the date on which Queuer makes the Services available for operational use following the completion of onboarding or implementation services.
- 2.11 **Pilot Day** means the date selected by the Customer during the purchase of a Pilot Programme, or such other date as may subsequently be agreed in writing between Queuer and the Customer.
- 2.12 **Pilot Programme** means any trial, proof of concept, demonstration, onboarding exercise, temporary deployment, or evaluation of the Services offered by Queuer.
- 2.13 **Privacy Policy** means Queuer's Privacy Policy, as amended from time to time.
- 2.14 **Refund Policy** means Queuer's Refund Policy, as amended from time to time.
- 2.15 **Services** means the Queuer software platform, including its websites, mobile applications, administrative dashboards, APIs, kitchen display functionality, QR ordering solutions, reporting tools, onboarding services, support services, and any related products or services provided by Queuer.
- 2.16 **Subscription** means a recurring paid plan granting access to some or all of the Services.
- 2.17 **Terms** means these Terms of Service, together with the Privacy Policy, Refund Policy, and any other policies or documents expressly incorporated by reference.
- 2.18 **User** means any individual who accesses or uses the Services, whether on their own behalf or on behalf of a Customer.

3 ACCEPTANCE OF THESE TERMS

- 3.1 By accessing or using the Services, you represent and warrant that:
- (a) you have the legal capacity to enter into these Terms;
 - (b) where you act on behalf of a Customer or any other organisation, you have the authority to bind that entity to these Terms;
 - (c) all information you provide to Queuer is accurate, complete, and up to date; and
 - (d) you will comply with these Terms and all applicable laws when accessing or using the Services.
- 3.2 If you do not have the authority to act on behalf of a Customer or other organisation, you must not create an Account or use the Services on that entity's behalf.

- 3.3 Your continued access to or use of the Services constitutes your acceptance of these Terms, including any amendments made in accordance with these Terms.

4 ELIGIBILITY TO USE THE SERVICES

- 4.1 The Services are intended primarily for legitimate businesses operating in the food, hospitality, restaurant, catering, and events industries. QueueR may, at its discretion, permit other individuals, businesses, or organisations to use the Services.
- 4.2 A User must not access or use the Services:
- (a) for any unlawful, fraudulent, or deceptive purpose;
 - (b) in a manner that infringes or violates the rights of any third party;
 - (c) if that User has previously been suspended or prohibited from using the Services, unless QueueR has provided its prior written consent; or
 - (d) where the User's access to or use of the Services would cause QueueR to breach any applicable law or regulatory obligation.
- 4.3 QueueR may refuse an application for an Account or deny access to the Services where it reasonably believes that a User or Customer does not satisfy the eligibility requirements set out in these Terms.

5 ACCOUNTS

- 5.1 Certain features of the Services require the creation of an Account.
- 5.2 When creating an Account, the Customer and its Users must provide accurate, complete, and up-to-date information and must keep that information current for the duration of the Subscription.
- 5.3 The Customer is responsible for maintaining the confidentiality of its Account credentials and for restricting access to the Account to Authorised Users only.
- 5.4 The Customer must:
- (a) keep all Account credentials secure and confidential;
 - (b) maintain accurate contact information;
 - (c) promptly update any information that changes;
 - (d) ensure that only Authorised Users access the Account; and
 - (e) notify QueueR immediately if it suspects that an Account has been compromised or accessed without authorisation.
- 5.5 Unless caused directly by QueueR's negligence or a security incident affecting QueueR's systems, the Customer is responsible for all activities carried out through its Account.

- 5.6 QueueR may temporarily suspend or restrict access to an Account where it reasonably believes that:
- (a) the Account has been compromised;
 - (b) fraudulent, unlawful, or unauthorised activity has occurred or is suspected;
 - (c) suspension is necessary to protect the security, integrity, or availability of the Services;
 - (d) suspension is required to comply with applicable law; or
 - (e) payment obligations remain outstanding under these Terms.
- 5.7 Where reasonably practicable, QueueR will notify the Customer of any suspension and, where appropriate, provide the Customer with an opportunity to remedy the issue before permanently terminating the Account.
- 5.8 The Customer remains responsible for ensuring that former employees, contractors, and other individuals who no longer require access are promptly removed as Authorised Users.
- 5.9 An Account belongs to the Customer in whose name it was created and not to any individual employee, manager, contractor, or other representative.
- 5.10 Where ownership or control of an Account is disputed, QueueR may require reasonable documentary evidence before transferring administrative control of the Account.

6 OUR SERVICES

- 6.1 QueueR is a cloud-based software-as-a-service ("SaaS") platform designed to assist businesses with digital ordering, menu management, kitchen operations, reporting, and other hospitality-related workflows.
- 6.2 The Services are provided remotely over the internet and may require compatible hardware, software, internet connectivity, and third-party services in order to function correctly.
- 6.3 Depending on the Customer's Subscription, the Services may include:
- (a) digital menu management;
 - (b) QR code ordering;
 - (c) kitchen display functionality;
 - (d) order management;
 - (e) event vendor management;
 - (f) reporting and analytics;
 - (g) customer notifications;
 - (h) onboarding and implementation services;

- (i) staff training;
 - (j) technical support; and
 - (k) any additional functionality made available by QueueR from time to time.
- 6.4 Certain features may only be available under specific Subscription plans or may require the payment of additional fees.
- 6.5 QueueR continually develops and improves the Services and may introduce, modify, replace, or discontinue features from time to time. Where a change materially affects the Customer's use of the Services, QueueR will provide reasonable notice where reasonably practicable.
- 6.6 QueueR may make available beta, preview, early-access, or experimental features for evaluation purposes.
- 6.7 Beta, preview, early-access, and experimental features are provided on an "as available" basis, may be modified or withdrawn at any time, and may not be supported to the same standard as generally available features.
- 6.8 Nothing in these Terms obliges QueueR to continue offering any particular feature indefinitely unless expressly agreed in writing.

7 SUBSCRIPTIONS

- 7.1 Access to certain Services requires an active Subscription.
- 7.2 QueueR offers a variety of Subscription plans, each providing access to different features, usage limits, and levels of support.
- 7.3 The features, pricing, usage limits, and other conditions applicable to each Subscription are those published on the QueueR website or otherwise agreed in writing between QueueR and the Customer.
- 7.4 By purchasing a Subscription, the Customer agrees to pay all applicable fees associated with the selected Subscription.
- 7.5 Unless expressly stated otherwise, a Subscription grants the Customer a limited, non-exclusive, non-transferable licence to access and use the Services during the applicable Subscription period.
- 7.6 A Subscription does not include professional services such as onboarding, implementation, staff training, or Pilot Programmes unless expressly stated otherwise.
- 7.7 The Customer may not sublicense, resell, lease, distribute, or otherwise make the Services available to any third party except as expressly permitted by these Terms or agreed by QueueR in writing.
- 7.8 QueueR may introduce new Subscription plans, modify existing Subscription plans,

or discontinue Subscription plans from time to time. Where such changes materially affect an existing Subscription, QueueR will provide reasonable notice before the changes take effect.

8 FREE TRIALS

- 8.1 QueueR may offer eligible Customers a free trial of certain Subscription plans for a specified period.
- 8.2 Unless otherwise stated, the standard free trial period is seven (7) consecutive calendar days commencing on the date the trial is activated.
- 8.3 Before the free trial begins, QueueR will disclose the applicable Subscription plan, pricing, and billing frequency that will apply if the Customer continues after the expiry of the free trial period.
- 8.4 To start a free trial, the Customer may be required to provide a valid payment method.
- 8.5 Unless the Customer cancels the Subscription before the expiry of the free trial period, the free trial will automatically convert into the applicable paid Subscription. The Customer authorises QueueR and its authorised payment providers to charge the applicable Subscription fee using the nominated payment method.
- 8.6 The automatic conversion described in this section does not apply where the Customer purchases a Pilot Programme or Full Onboarding service before the expiry of the free trial period. In that event, the applicable thirty (30) day included access period described elsewhere in these Terms shall apply instead.
- 8.7 Unless QueueR expressly agrees otherwise in writing, a Customer may only use one free trial per business. QueueR may determine, acting reasonably, whether multiple Accounts belong to the same Customer, business, organisation, or affiliated entity for the purpose of enforcing this limitation.
- 8.8 QueueR may modify, withdraw, or refuse a free trial where it reasonably believes that the free trial is being abused, manipulated, or used fraudulently.

9 BILLING AND PAYMENT

- 9.1 Subscription Fees are payable in advance at the beginning of each Billing Period unless otherwise agreed in writing.
- 9.2 Payments may be collected using payment methods supported by QueueR from time to time.
- 9.3 By providing a payment method, the Customer authorises QueueR and its authorised payment providers to charge all applicable Subscription Fees and any other agreed charges in accordance with these Terms.

- 9.4 Unless otherwise stated, all fees are quoted and payable in South African Rand (ZAR).
- 9.5 The Customer is responsible for ensuring that its payment information remains accurate, valid, and up to date.
- 9.6 If a payment cannot be successfully processed, QueueR may:
- (a) retry the payment;
 - (b) notify the Customer of the failed payment;
 - (c) temporarily suspend access to paid Services; or
 - (d) terminate the Subscription after providing reasonable notice where payment remains outstanding.
- 9.7 The Customer remains responsible for all Subscription fees and other charges incurred before any suspension or termination of the Services.
- 9.8 Where applicable, taxes, including Value-Added Tax (VAT), will be charged in accordance with applicable law.

10 SUBSCRIPTION RENEWALS AND PLAN CHANGES

- 10.1 Unless otherwise agreed in writing, each Subscription automatically renews at the end of the applicable Billing Period.
- 10.2 The Customer may cancel automatic renewal at any time before the commencement of the next Billing Period.
- 10.3 Cancellation prevents future renewals but does not entitle the Customer to a refund for the current Billing Period except where required by applicable law or expressly provided in QueueR's Refund Policy.
- 10.4 Where made available by QueueR, the Customer may upgrade or downgrade its Subscription.
- 10.5 Unless otherwise specified by QueueR:
- (a) Subscription upgrades take effect immediately upon payment of any applicable additional fees or at the commencement of the next Billing Period, depending on the nature of the upgrade; and
 - (b) Subscription downgrades take effect at the commencement of the next Billing Period.
- 10.6 QueueR may revise its Subscription Fees from time to time.
- 10.7 Any change to Subscription Fees affecting an existing Subscription will take effect only after QueueR has provided the Customer with reasonable prior notice.

11 PILOT PROGRAMMES AND PROFESSIONAL SERVICES

- 11.1 QueueR may offer optional Pilot Programmes, onboarding services, implementation services, staff training, menu configuration, and other professional services.
- 11.2 Unless otherwise agreed in writing, fees for Pilot Programmes and professional services are payable in advance.
- 11.3 Payment for a Pilot Programme or professional service is separate from and in addition to any applicable Subscription fees.
- 11.4 A Pilot Programme or professional service may include a complimentary introductory period of access to an applicable paid Subscription. Where such an introductory period is included, its duration and commencement date will be disclosed to the Customer before purchase.
- 11.5 Where the complimentary introductory period commences on the Pilot Day, Launch Day, or another commencement date disclosed before purchase, the Customer authorises QueueR and its authorised payment providers to automatically commence billing for the applicable paid Subscription upon expiry of that introductory period unless the Subscription has been cancelled beforehand.
- 11.6 Participation in a Pilot Programme or the purchase of professional services does not obligate the Customer to purchase or continue a Subscription.
- 11.7 Cancellation or expiry of a Subscription does not entitle the Customer to a refund for Pilot Programmes or professional services that have already been delivered, except where required by applicable law or expressly provided in QueueR's Refund Policy.
- 11.8 Implementation timelines are estimates only and may vary depending on the Customer's responsiveness, technical requirements, third-party dependencies, or circumstances beyond QueueR's reasonable control.
- 11.9 The Customer must provide all information reasonably required to complete onboarding or implementation, including menu information, pricing, branding assets, operating hours, and any other information reasonably requested by QueueR.
- 11.10 Delays caused by the Customer do not constitute a breach of these Terms by QueueR.

12 CUSTOMER RESPONSIBILITIES

- 12.1 The Customer is responsible for ensuring that the Services are accessed and used only by its Authorised Users and in accordance with these Terms.
- 12.2 The Customer must:
 - (a) provide accurate, complete, and up-to-date information when registering for and using the Services;

- (b) maintain accurate menu information, pricing, operating hours, and other content made available through the Services;
 - (c) ensure that its Authorised Users are appropriately trained or otherwise sufficiently familiar with the Services for their respective roles;
 - (d) maintain compatible hardware, software, internet connectivity, and power required to access and use the Services;
 - (e) promptly notify QueueR of any suspected security incident, unauthorised access, or technical issue affecting the Customer's Account; and
 - (f) cooperate with QueueR where reasonably required to investigate or resolve technical or operational issues.
- 12.3 The Customer is solely responsible for all business decisions made using information generated by the Services, including reports, analytics, operational recommendations, and other outputs.
- 12.4 QueueR is not responsible for any delays, inaccuracies, interruptions, or other consequences arising from incorrect, incomplete, outdated, or misleading information supplied by the Customer.
- 12.5 The Customer remains solely responsible for complying with all applicable laws, regulations, licences, permits, and industry requirements relating to its business and its use of the Services.

13 ACCEPTABLE USE

- 13.1 The Customer and its Authorised Users must access and use the Services responsibly, lawfully, and in accordance with these Terms.
- 13.2 The Customer must not, and must not permit any person to:
- (a) use the Services for any unlawful, fraudulent, or deceptive purpose;
 - (b) interfere with, disrupt, or compromise the security, integrity, or availability of the Services;
 - (c) attempt to gain unauthorised access to any part of the Services, any Customer Account, or QueueR's systems or infrastructure;
 - (d) introduce viruses, malware, malicious code, or other harmful technology into the Services;
 - (e) attempt to reverse engineer, decompile, disassemble, copy, modify, or create derivative works of the Services except where expressly permitted by applicable law;
 - (f) use the Services in a manner that infringes the intellectual property rights or other rights of any person;
 - (g) use the Services to transmit or make available any unlawful, defamatory, abu-

- sive, discriminatory, or otherwise objectionable content;
- (h) use automated tools, bots, scripts, or similar technologies to access or interact with the Services in a manner that places an unreasonable burden on QueueR's systems; or
 - (i) use the Services in any manner that could reasonably be expected to harm the Services, interfere with another Customer's use of the Services, or otherwise prejudice QueueR's legitimate business interests.
- 13.3 QueueR may investigate any suspected breach of this section and may suspend or terminate access to the Services where it reasonably believes that these Terms have been breached.
- 13.4 Nothing in this section limits any other rights or remedies available to QueueR under these Terms or applicable law.

14 INTELLECTUAL PROPERTY

- 14.1 The Services, including all software, source code, object code, user interfaces, designs, graphics, logos, trademarks, documentation, databases, and other materials made available by QueueR, together with all associated intellectual property rights, remain the exclusive property of QueueR or its licensors.
- 14.2 Subject to the Customer's compliance with these Terms and payment of all applicable fees, QueueR grants the Customer a limited, non-exclusive, non-transferable licence to access and use the Services during the applicable Subscription period solely for the Customer's internal business purposes.
- 14.3 Except as expressly permitted by these Terms or applicable law, the Customer must not copy, reproduce, modify, distribute, sell, lease, sublicense, or otherwise exploit any part of the Services.
- 14.4 Nothing in these Terms transfers ownership of any intellectual property rights from QueueR to the Customer.
- 14.5 The Customer retains ownership of all Customer Data submitted to, stored within, or generated by or through the Services.
- 14.6 The Customer grants QueueR a non-exclusive, worldwide, royalty-free licence to host, process, transmit, store, copy, and otherwise use Customer Data solely to the extent reasonably necessary to provide, maintain, secure, support, improve, and develop the Services or to comply with applicable law.
- 14.7 QueueR may generate, use, and disclose aggregated or anonymised information derived from Customer Data for analytics, benchmarking, research, product development, marketing, and any other legitimate business purpose, provided that such information does not identify the Customer or any individual.

- 14.8 Unless the Customer notifies QueueR otherwise in writing, the Customer grants QueueR permission to use the Customer's business name, logo, and publicly available branding solely to identify the Customer as a customer of QueueR in QueueR's website, marketing materials, presentations, and customer lists.
- 14.9 If the Customer provides suggestions, ideas, enhancement requests, feedback, or other recommendations relating to the Services, QueueR may use and incorporate that feedback without restriction and without any obligation to compensate the Customer.

15 PRIVACY AND DATA PROTECTION

- 15.1 QueueR is committed to protecting the privacy and personal information of its Customers and Users.
- 15.2 The collection, use, storage, disclosure, and processing of personal information by QueueR are governed by the Privacy Policy, which forms part of these Terms and is incorporated by reference.
- 15.3 By accessing or using the Services, the Customer acknowledges that the Privacy Policy applies to the processing of personal information in connection with the Services.
- 15.4 Each party must comply with all applicable privacy and data protection laws, including the Protection of Personal Information Act, 2013 ("POPIA"), where applicable.
- 15.5 The Customer is responsible for ensuring that it has all necessary rights, permissions, consents, and lawful grounds required to collect, use, and provide any personal information submitted to the Services.
- 15.6 Where QueueR processes personal information on behalf of the Customer, QueueR will do so only to the extent reasonably necessary to provide the Services, comply with applicable law, or as otherwise permitted by these Terms or the Privacy Policy.
- 15.7 The Customer acknowledges that the Services may integrate with third-party service providers. The processing of personal information by those third parties is governed by their respective privacy policies and terms, and QueueR is not responsible for the privacy practices of independent third-party services.
- 15.8 QueueR implements reasonable technical and organisational measures designed to protect personal information against unauthorised access, loss, misuse, alteration, or disclosure. However, no method of electronic transmission or storage is completely secure, and QueueR cannot guarantee absolute security.
- 15.9 Where required by applicable law, QueueR will notify affected parties of eligible personal information breaches within the timeframes prescribed by applicable law.

16 THIRD-PARTY SERVICES

- 16.1 The Services may integrate with or rely upon products, services, software, websites, or infrastructure provided by independent third parties ("Third-Party Services").
- 16.2 Third-Party Services may include payment processors, mapping services, messaging platforms, cloud hosting providers, authentication providers, analytics platforms, and other technology providers.
- 16.3 The availability, functionality, and performance of certain features of the Services depend on the continued availability and performance of the applicable Third-Party Services.
- 16.4 QueueR does not own or control Third-Party Services and, to the fullest extent permitted by applicable law, is not responsible for their availability, performance, security, accuracy, or compliance with applicable law.
- 16.5 The Customer acknowledges that the use of certain features of the Services may also be subject to the terms, conditions, and privacy policies of the applicable Third-Party Service providers.
- 16.6 Where a Third-Party Service experiences an outage, interruption, delay, or other failure, QueueR will use reasonable efforts to minimise the impact on the Services but is not liable for any interruption or unavailability caused solely by the Third-Party Service.
- 16.7 QueueR may add, remove, or replace Third-Party Services from time to time where reasonably necessary to maintain, secure, improve, or develop the Services.
- 16.8 Payments processed through Third-Party Services are subject to the terms and conditions of the applicable payment provider. QueueR does not collect or store complete payment card details and is not responsible for the processing, authorisation, settlement, or security of payments handled by independent payment providers.

17 WARRANTIES AND DISCLAIMERS

- 17.1 QueueR warrants that it has the legal right to provide the Services and will exercise reasonable skill, care, and diligence in providing them.
- 17.2 Except as expressly provided in these Terms, the Services are provided on an "as is" and "as available" basis.
- 17.3 While QueueR continually develops, maintains, and improves the Services, QueueR does not warrant or guarantee that:
 - (a) the Services will be uninterrupted, error-free, or continuously available;
 - (b) every defect, error, or bug will be identified or corrected;
 - (c) the Services will meet every Customer's individual requirements or expecta-

- tions;
 - (d) the Services will operate without interruption resulting from maintenance, upgrades, internet connectivity, power failures, or Third-Party Services; or
 - (e) information, reports, analytics, or other outputs generated by the Services will always be complete, accurate, current, or suitable for every business decision.
- 17.4 The Customer remains responsible for exercising its own business judgement when relying on information or outputs generated through the Services.
- 17.5 Nothing in these Terms excludes, limits, or restricts any warranty, right, or remedy that cannot lawfully be excluded or limited under applicable law.
- 17.6 The Services are intended to assist with business operations and decision-making and are not a substitute for the Customer's own operational procedures, supervision, professional advice, or business judgement.

18 LIMITATION OF LIABILITY

- 18.1 To the fullest extent permitted by applicable law, QueueR is not liable for any indirect, incidental, consequential, special, exemplary, or punitive loss or damage, including any loss of profits, revenue, business opportunities, goodwill, anticipated savings, or data arising out of or in connection with the Services or these Terms.
- 18.2 To the fullest extent permitted by applicable law, QueueR is not liable for any loss or damage arising from:
- (a) the Customer's misuse of the Services;
 - (b) incorrect, incomplete, outdated, or misleading information supplied by the Customer;
 - (c) failures of the Customer's internet connection, hardware, software, power supply, or other equipment;
 - (d) interruptions, failures, or delays affecting Third-Party Services; or
 - (e) circumstances beyond QueueR's reasonable control.
- 18.3 To the fullest extent permitted by applicable law, QueueR's total aggregate liability arising out of or in connection with the Services or these Terms, whether in contract, delict (including negligence), or otherwise, will not exceed the total amounts actually paid by the Customer to QueueR during the twelve (12) months immediately preceding the event giving rise to the relevant claim.
- 18.4 Nothing in these Terms excludes or limits either party's liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) wilful misconduct; or
 - (c) any liability that cannot lawfully be excluded or limited under applicable law.

- 18.5 The Customer remains responsible for the operation of its business, including food preparation, inventory management, staffing, customer service, and the fulfilment of customer orders, regardless of whether the Services are being used.

19 SUSPENSION AND TERMINATION

- 19.1 The Customer may cancel its Subscription at any time through the Services or by contacting QueueR.
- 19.2 Unless otherwise stated, cancellation takes effect at the end of the current Billing Period, and the Customer will continue to have access to the applicable Subscription Services until that time.
- 19.3 Where the Customer cancels its Subscription, the Customer remains responsible for all fees incurred before the effective date of cancellation.
- 19.4 QueueR may suspend or terminate the Customer's access to the Services immediately where:
- (a) the Customer materially breaches these Terms;
 - (b) subscription fees remain unpaid after reasonable notice;
 - (c) the Customer uses the Services unlawfully or in breach of the Acceptable Use provisions;
 - (d) suspension or termination is reasonably necessary to protect the security, integrity, or availability of the Services; or
 - (e) QueueR is required to do so by applicable law.
- 19.5 Where reasonably practicable, QueueR will notify the Customer of any suspension or termination and, where appropriate, provide the Customer with a reasonable opportunity to remedy the relevant breach before permanently terminating the Customer's Account.
- 19.6 Suspension or termination of these Terms does not affect any rights, obligations, or remedies that accrued before the effective date of the suspension or termination.
- 19.7 Following termination of the Services, QueueR may retain, delete, or anonymise Customer Data in accordance with its data retention practices, the Privacy Policy, and applicable law.

20 CHANGES TO THE SERVICES AND THESE TERMS

- 20.1 QueueR continually develops and improves the Services and may introduce new features, modify existing functionality, or discontinue features from time to time.
- 20.2 QueueR may amend these Terms where reasonably necessary to:
- (a) reflect changes to the Services;

- (b) comply with applicable law or regulatory requirements;
- (c) improve the clarity or consistency of these Terms; or
- (d) address operational, security, technical, or business requirements.

- 20.3 Where an amendment materially affects the Customer's rights or obligations, QueueR will provide the Customer with reasonable prior notice before the amended Terms take effect.
- 20.4 If the Customer does not agree to a material amendment, the Customer may cancel its Subscription before the amended Terms take effect.
- 20.5 The Customer's continued use of the Services after the effective date of the amended Terms constitutes acceptance of the amended Terms.

21 GOVERNING LAW AND DISPUTE RESOLUTION

- 21.1 These Terms are governed by and must be interpreted in accordance with the laws of the Republic of South Africa.
- 21.2 The parties will use reasonable efforts to resolve any dispute arising out of or in connection with these Terms through good-faith negotiations before commencing formal legal proceedings.
- 21.3 Nothing in this section prevents either party from seeking urgent interim, interlocutory, or injunctive relief from a court of competent jurisdiction where necessary to protect its rights or legitimate interests.
- 21.4 Subject to clause 21.3, the courts of the Republic of South Africa have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms.

22 GENERAL PROVISIONS

- 22.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision will be severed to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
- 22.2 A failure or delay by QueueR to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.
- 22.3 The Customer may not assign, transfer, delegate, or otherwise dispose of any of its rights or obligations under these Terms without QueueR's prior written consent.
- 22.4 QueueR may assign or transfer its rights and obligations under these Terms in connection with a merger, acquisition, corporate restructuring, or the sale of all or substantially all of its business or assets.
- 22.5 These Terms, together with the Privacy Policy, Refund Policy, and any documents

expressly incorporated by reference, constitute the entire agreement between QueueR and the Customer relating to the Services and supersede all prior discussions, negotiations, understandings, and agreements relating to the same subject matter.

- 22.6 No amendment, variation, or waiver of these Terms is effective except as expressly permitted by these Terms or otherwise agreed in writing by QueueR.
- 22.7 The Customer agrees that QueueR may provide notices, invoices, disclosures, updates, and other communications relating to the Services electronically, including by email, through the Services, or by publication on QueueR's website. Such electronic communications satisfy any legal requirement that communications be in writing, unless applicable law requires otherwise.
- 22.8 Neither party is liable for any delay or failure to perform its obligations under these Terms to the extent that such delay or failure results from circumstances beyond its reasonable control, including natural disasters, acts of government, war, terrorism, civil unrest, labour disputes, widespread internet or telecommunications failures, power outages, or pandemics. The affected party will use reasonable efforts to minimise the effects of the event and resume performance as soon as reasonably practicable.
- 22.9 Any provision of these Terms that, by its nature, is intended to survive suspension, cancellation, or termination of the Services or these Terms will continue in full force and effect, including provisions relating to payment obligations, intellectual property, limitation of liability, governing law, dispute resolution, and any accrued rights or obligations.
- 22.10 These Terms, together with the Privacy Policy, Refund Policy, and any other documents expressly incorporated by reference, constitute the entire agreement between QueueR and the Customer relating to the Services and supersede all prior and contemporaneous discussions, negotiations, representations, understandings, and agreements, whether written or oral, relating to the same subject matter.

23 CONTACT INFORMATION

If you have any questions about these Terms or the Services, you may contact QueueR using the details below.

K2025973400

Trading as QueueR

info@queueer.co.za

<https://queueer.co.za>