

## **TERMS AND CONDITIONS FOR BABYUMYUM ADVERTISING PLATFORM**

### **1. GENERAL TERMS AND CONDITIONS OF USE OF WEBSITES**

- These are the general terms and conditions (“terms and conditions”) of use of the websites conducted by BabyYumYum, a company incorporated in accordance with the laws of South Africa under registration number 2013/057772/07, all of its stakeholders, subsidiaries, partners, divisions and affiliates, its directors, officers, employees or agents. These terms and conditions apply to all our websites, and any other entities and/or websites in which BabyYumYum holds an interest, and to which these terms and conditions have been extended.
- Please read the following terms and conditions very carefully, as your use of this website (the “Site”), and all other websites belonging to BabyYumYum, is subject to your acceptance of and compliance with these terms and conditions insofar as they relate to this specific website. These terms and conditions apply to both –
- third party users of the Site, which may advertise, publish or otherwise submit content onto the Site; and
- users, who may browse the contents of the Site and the third party content displayed thereon, or either party, as the context may indicate.
- These terms and conditions are to be read with BabyYumYum’s Privacy Policy (set out below) and any other policies, rules, disclaimers or terms and conditions which may be published by BabyYumYum from time to time and/or published on the Site (all of which are included in the definition of “terms and conditions”). By accessing and/or using the Site, you acknowledge that you have read, understood and accepted these terms and conditions. If you do not agree with all these terms and conditions, in their entirety, or if you do not wish to be bound by these terms and conditions, you may not access, copy or download any content on the Site and you are not entitled to use the Site.
- Further to the aforementioned, BabyYumYum may, in its sole and absolute discretion, amend these terms and conditions from time to time.
- Reference to BabyYumYum in these terms and conditions shall be deemed to be a reference to the relevant legal entity which operates the website concerned.

### **2. SUBMISSION OF CONTENT AND USE OF THE SITE**

- You agree to use the Site for lawful purposes only. Should you choose to access or use the Site from locations other than the Republic of South Africa, you do so at your own initiative and you are responsible for compliance with applicable laws.
- You are prohibited from submitting, by means of reviews, comments, suggestions, ideas, questions, advertisements, promotional material, directory listings or any other information through the Site, or in any other manner, any content which is, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable, including but not limited to –
- any content that encourages conduct that would constitute a criminal offence or give rise to civil liability, or otherwise violate any applicable local, provincial, national, or international law;
- any content that constitutes an invasion of privacy;
- any content that is an infringement of any intellectual property right;
- any content that contains software viruses, Trojan horses, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or
- any content that constitutes a political statement, commercial solicitation, or “Spam”.
- Although BabyYumYum does not purport to review (nor is it under any obligation to do so) any submitted content, it reserves the right to remove any content from the Site that it deems, in its sole discretion, to be an infringement of any of the provisions of these terms and conditions or harmful in anyway whatsoever.

- You agree that in using the Site in any way, and/or in any content you provide to BabyYumYum, you will not-
- create liability for BabyYumYum or cause BabyYumYum to lose (in whole or in part) the services of our ISPs or other suppliers;
- link directly or indirectly to or include descriptions of goods or services that are prohibited under the and conditions you do not have a right to link to or include;
- consummate any transaction that was initiated using our site that, by paying to us a fee, could cause us to violate any applicable law, statute, ordinance or regulation. Furthermore, you may not resell or make any commercial use of BabyYumYum’s system or the content on the site without BabyYumYum’s prior written consent; and
- provide content to the site which is competitive with BabyYumYum.
- At any time, without notice, for any or no reason, BabyYumYum reserves the right to refuse service to anyone, to modify and discontinue any portion or all of the service, and to restrict, suspend and terminate transactions
- Should you breach this clause or any other clause in these terms and conditions, BabyYumYum may immediately terminate and/or suspend your access to all or parts of the Site, without any notice to you, and you may be held liable to criminal or civil prosecution.
- In using the Site, you warrant that –
- you own or otherwise control all rights to the content that you may submit to the Site;
- any use of such content will not cause injury or harm to any person or entity; and
- you indemnify BabyYumYum, its directors, officers and employees, for all claims resulting from any submitted content.
- By submitting reviews, comments, advertising, directory and event information and/or any other content (other than information protected by the Protection of Personal Information Act, 2013) to BabyYumYum for posting on the Site, you automatically grant BabyYumYum a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sublicense, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed for the full term of any copyright that may exist in such content. Notwithstanding the aforementioned, you retain any and all rights that may exist in such content.
- The following activities on or through the Site are expressly prohibited –
- any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Site, or the content contained therein, or to data-mine the same without the prior written authority of BabyYumYum;
- the collection or use of any listings, descriptions, or price lists from the Site, for the benefit of a competing merchant that supplies products comparable to those offered on the Site or for any other non-personal purpose that is not expressly authorised;
- any use or action that imposes an unreasonable or disproportionately large load of traffic on the Site, or otherwise interferes with its proper and timely functioning; and
- incorporating any e-mail addresses, names, telephone numbers, and fax numbers published on the Site in any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Site may be used to communicate unsolicited communications to BabyYumYum and all rights detailed in Section 45 of the Electronic Communications and Transactions Act No. 25 of 2002 (as amended) (“ECT Act”) are reserved.
- You are responsible for maintaining the confidentiality and security of your User Name and Password for access to the Site, and you accept full responsibility for all activities that occur under your User Name.
- Some of the services offered on the Site, specifically those relating to subscribing to any of BabyYumYum’s publications and participating in e-commerce activities and the purchase and driving of vehicles are only available to persons 18 years or older. By registering with BabyYumYum for such services, you warrant that you are 18 years or older.

- From time to time BabyYumYum will run competitions, free prize draws, and promotions on the Site. These competitions, free prize draws, and promotions are subject to applicable laws, BabyYumYum’s General Terms and Conditions for Promotional Competitions, and any other rules which may be published in relation thereto.

### **3. THE USE OF THIRD PARTY CONTENT**

- BabyYumYum hosts information, pricing, opinions, advertising, directory services, event information, property inventory, vehicle inventory and other content supplied by third parties (“Third Party Content”) on the Site. BabyYumYum has no editorial or other control, over such content.
- Opinions, statements, offers or any other information that may constitute Third Party Content, belong to the respective third party and not to BabyYumYum. BabyYumYum does not guarantee the accuracy, completeness, and/or usefulness of any Third Party Content. All Third Party Content is provided as received by BabyYumYum by the applicable third party. Any Third Party Content should not be construed as an express or implied endorsement by BabyYumYum unless otherwise expressly stated. You use Third Party Content at your own risk.
- It is your responsibility to evaluate Third Party Content available on and through the Site. BabyYumYum is not liable for any loss, damage or harm caused by your reliance on Third Party Content obtained on or through the Site. Before making any decision or placing any reliance on Third Party Content provided on or through the Site, you should take all reasonable steps to ensure and verify the accuracy of such content.
- In addition to the aforementioned, BabyYumYum is not a supplier of any products which may be advertised through Third Party Content on the Site. Accordingly, BabyYumYum is not liable for any products, purchased by you due to your reliance on the Third Party Content, which are not ‘safe, good quality goods’ in terms of section 56 of the Consumer Protection Act, No. 68 of 2008. BabyYumYum does, however, provide the contact details of all third party suppliers on the Site. You may contact the third party suppliers by using such contact details in such an event.
- BabyYumYum does not review (nor is it under any obligation to do so) or control any third party website that links to or from the Site. BabyYumYum is not responsible for the content of any third party website linked to or from the Site. The third party websites are provided solely for your convenience. Any information, endorsements of products or services, materials or personal opinions appearing on a third party website should not be construed as an express or implied endorsement by BabyYumYum unless otherwise expressly stated. You use third party websites at your own risk.
- If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, or that the Site contain links or other references to another online location that contains material or activity that infringes your copyright, please contact BabyYumYum.

### **4. DIRECTORY SERVICES, SPECIALS AND LISTINGS**

- BabyYumYum provides the Site for the convenience of buyers, sellers and users interested in directory services, events and deal listings, and collects content in the form of advertisements from these users.
- Further to the provisions of 3 above, the details of products and services available on the Site are provided to BabyYumYum by third parties, private sellers and BabyYumYum’s customers, for your information only. BabyYumYum cannot verify these details and therefore makes no warranties or representations as to their accuracy or completeness. If you rely on these details, you do so at your own risk. The provisions of 4 apply *mutatis mutandis*.

### **5. CHARGES**

- Using BabyYumYum’s websites is generally free, but we sometimes charge a fee for certain services. If the service you use incurs a fee, you’ll be able to review and accept terms that will be clearly disclosed at the time you post your advertisement.
- Our fees are quoted in South African Rands, and we may change them from time to time. We’ll notify you of changes to our fee policy by posting such changes on the site. We may choose to temporarily change our fees for promotional events or new services; these changes are effective when we announce the promotional event or new service.
- Our fees are non-refundable, and you are responsible for paying them when they are due. If you do not pay, we may limit your ability to use the services. We reserve the right to recover unpaid fees from you.

## **6. VOUCHERS AND COUPONS**

- You may use promotional coupons as payment for regular priced products on the Site.
- We may email gift and promotional vouchers to you. We accept no liability for errors in the email address of the voucher recipient.
- If you have a gift or promotional voucher, that voucher can be used by someone other than you and you can assign your rights to use that voucher.
- In the event of fraud, an attempt at deception or in the event of the suspicion of other illegal activities in connection with a gift/promotional coupon purchase or redemption of that voucher on the Site, we are entitled to close your Account and/or require a different means of payment.
- We assume no liability for the loss, theft or illegibility of gift or promotional coupons.
- Conditions for the redemption of promotional coupons are as follows-
- from time to time we may release, at our discretion, promotional coupons that may be used on the Site, which we will send to you by email. Promotional coupons can only be redeemed on the Site;
- promotional coupons are valid for the specified period stated on them only, can only be redeemed against regular priced products and cannot be used in conjunction with other promotional coupons; and
- individual brands may be excluded from coupon promotions.

## **7. ADVERTISING**

- You agree, upon requesting any Display or Classified Advertising space, that in the event of failure to publish an advertisement or publication of an incorrect advertisement, the liability of BabyYumYum shall be limited to the amount paid by the advertiser for the advertisement that did not appear, or for that portion of the advertising space occupied by the incorrect item only (as the case may be), and that there shall be no liability in any event beyond the amount paid for such advertisement.
- BabyYumYum shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement.
- BabyYumYum cannot be responsible for errors after the first day of publication of any advertisement. Notice of errors on the first day should immediately be called to the attention of BabyYumYum.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- All content included on the Site by BabyYumYum, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software, is the property of BabyYumYum or its content suppliers and is protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of BabyYumYum and is protected by South African and international copyright laws.

- None of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of BabyYumYum or the copyright owner, except as permitted by the fair use exception or other similar provisions under the South African copyright laws or without the prior written permission of BabyYumYum or the copyright owner. © Copyright reserved in all content.
- You are expressly prohibited to “mirror” any content, contained on the Site, on any other server unless with the prior written permission of BabyYumYum.
- You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Site, so long as the link does not portray BabyYumYum, or its products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any BabyYumYum logo or other proprietary graphic or trademark as part of the link without the express permission of BabyYumYum or its content suppliers.
- All trademarks are the exclusive property of BabyYumYum.
- The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary content is illegal and could subject you to criminal prosecution as well as personal liability for damages.

## **9. LIMITATION OF LIABILITY**

- The information, content, services, products and materials published on the Site, including without limitation, any texts, graphics and links are provided on an “as is” basis. BabyYumYum makes no representations or warranties of any kind, express or implied, as to the operation of the Site or the accuracy, correctness or completeness of the information, contents, materials, or products included on the Site. Without limiting the generality of the foregoing –
- BabyYumYum does not warrant that the Site, will be error free, or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality or that it will be continuously available or that you will have uninterrupted access to the Site; and
- whilst BabyYumYum has taken reasonable measures to ensure the integrity of the Site and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Site are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.
- To the full extent permissible by applicable law, BabyYumYum disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. BabyYumYum will not be liable for any damages of any kind arising from the use of the Site or your reliance on any information on the Site, or the products and services offered through the Site from third parties or a linked site, or user’s reliance on any product or service obtained from a third party or a linked site, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.
- Use of this site is at the user’s sole risk.
- No advice or information, whether oral or written, obtained by you from BabyYumYum or its services shall create any warranty
- If you make unlawful use of this Site and as a result of this a third party sues or has a claim against us, you will indemnify and hold us harmless against that claim. This means that you will become a party to that claim and will have to pay it if the claim is successful. Unlawful use includes without limitation, any act in breach of the terms and conditions.

## **10. JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to the principles of conflicts of laws. You hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa (South Gauteng High Court, Johannesburg) in respect of any disputes arising in connection with the Site.

## **11. TERMINATION**

- BabyYumYum may terminate your account at any time for any reason, including any improper use of the Site or your failure to comply with these terms and conditions.
- Such termination shall not affect any right to relief to which BabyYumYum may be entitled.
- Upon termination of these terms and conditions, all rights granted to you will terminate and revert to BabyYumYum.

## **12. OTHER PROVISIONS AND APPLICATION OF THE ECT ACT**

- In the event that any of the terms of these terms and conditions are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms of these terms and conditions, which will continue to be valid and enforceable.
- These terms and conditions, including any documents referenced herein, represent the entire agreement between you and BabyYumYum regarding your relationship with BabyYumYum and the use of the Site and supersedes any prior statements or representations.
- When you visit the site or send BabyYumYum e-mails, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- BabyYumYum may at any time modify these terms and conditions and your continued use of the Site will be conditional upon the terms and conditions in force at the time of your use. Changes shall automatically be effective upon posting on the site. Your continued use of the service provided by the Site shall signify your acceptance of the changes. If you do not accept the changes, your sole and exclusive remedy is to discontinue using the Site. The latest terms and conditions will be posted on the Site, and you should always review them prior to using the site.
- Data Messages (as defined in the ECT Act) will be deemed to have been received by BabyYumYum if and when BabyYumYum responds to the Data Messages.
- Data Messages sent by BabyYumYum to you will be deemed to have been received by you in terms of the provisions specified in section 23(b) of the ECT Act.
- You acknowledge that electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and BabyYumYum.
- You warrant that Data Messages sent to BabyYumYum by you from any electronic device, used by you from time to time, or owned by you, were sent by you and/or were personally authorised.
- Subject to the Regulation of Interception of Communications Act No 70 of 2002 (“RICA”), you agree that we may intercept, block, read, delete, disclose and use all communications between you and us, our employees, directors and/or agents. You agree that this consent satisfies the requirements of ECT Act and RICA for consent in “writing”. You also understand that communications by means of email and the Internet are inherently unsecure unless encrypted and can be intercepted. We cannot be responsible if a third party intercepts communications to or from us and this causes damage to you. Please use caution when communicating in this way.
- To the extent that we are required under s43 of the ECT Act to provide you with additional details for the purposes of undertaking electronic transactions on the Site, this information will be separately provided in the relevant sections of the Site.

## **12. GENERAL**

- The terms and conditions constitute the complete and exclusive statement of the agreement between you and BabyYumYum. It supersedes any and all prior or contemporaneous agreement, oral or written, and any other communications, representations, warranties and understanding relating to the subject matter of the terms and conditions. If there is any conflict between an

oral or written representation of any BabyYumYum's employee or agent and the terms and conditions (other than modifications to the terms and conditions executed in writing by BabyYumYum), the terms and conditions will prevail. These terms and conditions, related agreements and disclaimers will prevail over FAQs, and other rules and policies on the Site.

- BabyYumYum's failure to exercise or enforce any of the terms and conditions shall not constitute a waiver of BabyYumYum's right to exercise or enforce the terms and conditions as to the same or another instance. Headings in these terms and conditions and related agreements are for purposes of reference only and shall not limit or otherwise affect the meaning of the terms and conditions. BabyYumYum shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by BabyYumYum.
- You agree that BabyYumYum may assign the terms and conditions to any other entity of its choosing, with or without notice to you. You may not assign the terms and conditions to any other party.

PLEASE NOTE: THE CONTENTS OF THIS WEBSITE ARE PROPRIETARY TO BABYUMYUM AND MAY NOT BE COPIED, REPRODUCED OR OTHERWISE UTILISED IN ANY MANNER WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF BABYUMYUM. © 2018

## **PRIVACY POLICY**

### **1. INTRODUCTION**

This privacy policy is complementary to, and should be read and understood together with, the terms and conditions of use of BabyYumYum, all of its stakeholders, subsidiaries the subsidiaries of BabyYumYum's subsidiaries and respective holding companies, the subsidiaries of such holding companies, divisions and affiliates and partners ("BabyYumYum"). Reference to BabyYumYum in this Privacy Policy shall be deemed to be a reference to the relevant legal entity which operates the website concerned.

### **2. THE GENERAL PRINCIPLES OF OUR PRIVACY POLICY**

- This privacy policy covers how we treat your personal information collected electronically when you use the BabyYumYum website (the "Site"), register or apply online for any BabyYumYum products or services, or when you contact BabyYumYum electronically.
- BabyYumYum respects your privacy and your personal information and for this reason, we take care to protect your personal information and to keep it confidential.
- When dealing with your personal information we apply the following –
- BabyYumYum will take all reasonable care to protect your personal information, subject to legal obligations that we may be subject to.
- BabyYumYum will not use your personal information contrary to any enforceable legal provision. We will seek your permission where required.
- By using the Site, registering or applying online for any BabyYumYum products or services, or contacting BabyYumYum electronically, you provide BabyYumYum with your express written permission to share your personal information within BabyYumYum, in the ordinary course of BabyYumYum's business, including for purposes of providing you with the relevant products and services. You may revoke this consent in writing at any time.

### **3. WHAT WE MEAN BY PERSONAL INFORMATION**

Personal information refers to information that identifies or relates specifically to you which we acquire directly from you, for example, your name, age and identity number, marital status, spoken language, contact details or any other information you use to register for the website and all related information which you provide to us will also be regarded as personal information.

### **4. HOW WE COLLECT YOUR PERSONAL INFORMATION**

Whenever you use the Site, complete an application form, contact BabyYumYum electronically, or use one of the products, services, facilities, tools or utilities offered by BabyYumYum on the Site, BabyYumYum will collect your personal information.

## **5. WHY WE COLLECT AND USE PERSONAL INFORMATION**

- In order to make your use of the Site and the products, services, facilities, tools or utilities offered on the Site as informative and successful as possible, it is necessary for BabyYumYum to find out exactly what you need and want. The following are some of the reasons (i.e. disclosed reasons) why BabyYumYum would collect your personal information –
- for BabyYumYum to process your instructions or requests;
- for BabyYumYum to ensure that we meet your needs, BabyYumYum may collect and analyse your personal information and combine all the information that we have about you for research and statistical purposes. We may also use your personal information to personalise and tailor our services to meet your needs;
- for BabyYumYum to send you our newsletters, promotional material, relevant advertising or details which we think may be of interest to you subject to applicable laws, once BabyYumYum has collected and analysed your personal information,;
- to conduct market research;
- to provide your details to the seller of the products and/or services you wish to inspect/purchase;
- to contact you in the future at your request; and
- to conduct academic research. This research is conducted to evaluate and improve BabyYumYum's product offerings. You are advised that information may be shared with third parties such as academics and researchers. All information collected for research purposes will be kept strictly confidential and all data will be depersonalised. No personal information will be made available to a third party without your written consent. If we publish the results of this research, you will not be identified by name.
- Your privacy is important to us and we will therefore not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent. If at any stage after you have given BabyYumYum your consent, you no longer wish BabyYumYum to use or share your personal information, you may at any stage withdraw your consent.
- You accept that we may store your personal information outside of the region or country that you may submit or use it in.
- We may enter into business arrangements with third parties and as such our customer base belongs to us and is one of our more valued assets. If we do this, customer information will be one of our transferrable assets.
- We collect and freely use and distribute non-identifying and aggregate (added up) information for the purposes of upgrading our Site and making it easier for you to use. This information does not include your personal information.

## **6. PROTECTION OF YOUR PERSONAL INFORMATION**

- BabyYumYum values the information that you choose to provide and will take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. The information BabyYumYum has, concerning BabyYumYum clients, is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.
- When you use the products, services, facilities, tools or utilities provided by BabyYumYum on the Site, you may be given an access number, user name, password and/or personal identification number ("PIN"). You must always keep your user name, access card, password and/or PIN a secret and ensure that you do not disclose it to anyone.
- BabyYumYum cannot be held responsible for security breaches occurring on your electronic device (personal computer or other electronic device used to browse the Site), which may result



due to the lack of adequate virus protection software or spyware that you may inadvertently have installed on your device.

#### **7. CORRECTION OF PERSONAL INFORMATION**

If you ever want to update or correct any of your personal information held by BabyYumYum, you can e-mail us or you can phone us directly.

#### **8. PERSONAL INFORMATION HELD BY OR DISCLOSED BY YOU OR BABYYUMYUM TO A THIRD PARTY**

Because BabyYumYum is not responsible for any representations or information or warranties or content on any third party website (including third party websites linked to the Site, websites facilitated by us or websites that serve as social networks like Facebook or Twitter), BabyYumYum does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties to see how they protect your privacy.

#### **9. COOKIES**

BabyYumYum uses cookies, including similar technologies. The word “cookie” refers to information that is sent from the Site to your hard drive, where it is saved. In this way, the next time you use the Site, BabyYumYum will know who you are and that you have visited the Site before. We also collect information about how you use the website, your preferences and past browsing history. Cookies allow us to provide you with an enhanced experience and customised content and services. We are able to provide our advertisers with an ability to direct relevant advertisements to their audiences. We are able to track the responses to advertising. You are able to control advertising cookies and remove them through the tools on your web browser. If you require more information on this aspect you may visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

#### **10. LOCATION**

BabyYumYum may obtain or infer information about your location. We use such information to infer the demographics of our users and to provide you with enhanced services, and appropriate advertising content that may be relevant to you and to obtain aggregate statistics for our advertising customers.

#### **11. CHANGES TO THIS PRIVACY POLICY**

- BabyYumYum may amend this privacy policy from time to time. BabyYumYum will carry details of changes to its policy on its websites., We recommend that you familiarise yourself with this privacy policy regularly.
- The current version of this privacy policy will govern the respective rights and obligations between you and BabyYumYum each time that you access and use the Site.

#### **12. WHICH LAWS APPLY TO THIS PRIVACY POLICY**

This privacy policy is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy policy.