

Intellectual Property Notice

OHMI Coffee Co (Pty) Ltd · Registration number 2024/665206/07

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1. Ours

1.1 The OHMI name, the OHMI Coffee Co mark, the coffee names Sunrise Surprise, Blessed Brazil, Elegant Ethiopia, Brazilian Bliss and their label designs, the names Lifestyle Bux, PMTB and the Best-Cup Pledge, the app, its code, its design and its content are our property or are licensed to us. All rights are reserved.

1.2 Type is licensed from Fontshare. Icons are used under the MIT licence. Map tiles and data are used under the MapTiler and OpenStreetMap terms and carry their attribution. Origin descriptions and cup scores are supplied to us by our green coffee suppliers.

2. Your licence

2.1 We grant you a personal, non-exclusive, non-transferable, revocable licence to use the app and its content for your own use as a Member and, if you are one, as an Affiliate, in accordance with our documents. You may share your link, your code and your shop link. You may use our published product images and descriptions to bring customers to us.

2.2 You may not otherwise copy, alter, distribute or exploit our content; register any name, domain or social handle containing our marks; or use our marks on any goods or service of your own.

3. What you post, and what we may do with it

3.1 **What you may not post.** Nothing you publish in the app, and nothing you post anywhere naming OHMI, may contain or depict: sexual content, nudity or anything sexually suggestive; a person in a state of undress beyond ordinary sporting clothing; sexual conduct, propositioning or harassment of any person; violence, cruelty, gore or self-harm; hate speech or anything degrading a person or group on any ground; anything unlawful, or the use of drugs or the abuse of alcohol; a child in any context that is not plainly innocent; or any person photographed without their knowledge. You may not post anything that would embarrass a reasonable person who appears in it.

3.2 We may remove any content at any time, without notice and without giving reasons, and may suspend or end the account of anybody who posts in breach of clause 3.1. We are not obliged to review anything before it appears.

3.3 **The licence you give us.** By publishing a photograph, caption, post, review or other content in the app, or by sending it to us, you grant us a non-exclusive, royalty-free, worldwide licence to display, reproduce and adapt it in the app, on our website, in our social media and in our own marketing, **for five years from the date you publish or send it.**

3.4 You may end that licence sooner by asking us in writing at sales@ohmicoffee.co.za. We will stop using the content in anything new within a reasonable time of receiving your request, and remove it from anything we control. The licence ends for future use only: it does not oblige us to recall material already printed, published or distributed.

3.5 **What we cannot undo.** Once an image or post has been published, it can be copied, saved, screenshotted, reposted and shared by anybody who sees it, whether we published it or you did. We have no control over that and no way to retrieve it. **We are not responsible, and accept no liability, for any use, copy, repost or distribution of your content by any third party, or for anything that happens as a result**, including where the content was first published by us with your permission. If you are not content for something to leave your hands, do not publish it and do not send it to us.

3.6 You warrant that you own the content or have the right to publish it, that every identifiable person in it has agreed to appear and to the uses in clause 3.3, and that it does not infringe any right or break any law. You indemnify us against any claim arising from content you published or sent us.

4. Infringement

4.1 Tell us at sales@ohmicoffee.co.za if you believe content in the app infringes your rights. We will consider a properly substantiated notice and act on it.

General provisions

Entire agreement. This document, together with the other OHMI documents it refers to, records the whole of the agreement between you and us on its subject. No representation, undertaking or term not recorded in these documents binds us.

Variation. We may amend this document. We will give you at least fourteen days' notice of an amendment by notice in the app or by message to the contact details you have given us. An amendment does not alter the price, calculation or entitlement of any order placed or benefit earned before it takes effect. Continued use of the service after the effective date of an amendment is acceptance of it.

Severability. If any provision of this document is found to be unenforceable, it is severed and the remainder continues in force.

No waiver. Our failure or delay to enforce any provision is not a waiver of it.

Assignment. You may not cede, assign or transfer any right or obligation under this document. We may cede or assign to a successor in business on notice to you.

Force majeure. We are not liable for any failure or delay caused by an event beyond our reasonable control, including supplier failure, courier failure, power or network outage, strike, fire, flood, epidemic or act of government.

Notices. Notices to us go to sales@ohmicoffee.co.za or to Unit 42 Wesley Road, Galloway Centre, Strand, Western Cape, 7200, our address for service. Notices to you go to the email address, phone number or in-app inbox on your account. A notice sent by email or in-app message is deemed received on the business day after it is sent.

Governing law and jurisdiction. This document is governed by the law of the Republic of South Africa. You consent to the jurisdiction of the Magistrates' Courts, without prejudice to our right to approach the High Court, and without prejudice to any right you have to approach a consumer body under the Consumer Protection Act, 68 of 2008.

Interpretation. Headings are for convenience only. "Including" means including without limitation. The singular includes the plural. A reference to a statute is to that statute as amended.

Precedence. Where this document conflicts with the Terms of Use and Sale, the Terms of Use and Sale prevail. Where this document conflicts with mandatory law, the law prevails and this document is read down to the extent necessary.