

TERMS AND CONDITIONS OF USE

Last updated: 5 February 2026

1. Introduction and Legal Terms

By accessing or using our website, <https://muvekstudio.com/> or any related platform or application (collectively, “**the Platform**”), or any of our services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the content of the Platform always remain expressly reserved by Mūvek.

These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.

The terms “Member”, “you” and “your” are used interchangeably in these Terms and refer to all persons accessing the Platform or using the Services (as defined below) for any reason whatsoever. Accordingly, the terms “us”, “our” or “we” refers to Mūvek or our possession.

2. Our Services

Mūvek is a unique and bespoke furniture design studio based in Cape Town, South Africa, dedicated to creating original, tailor-made pieces that reflect exceptional craftsmanship and innovative design (“**Products**”). As part of the services offered, Mūvek will design and manufacture the Products ordered by you in accordance with the specifications and requirements set out in the accepted quotation (“**Services**”). Mūvek undertakes to exercise reasonable skill, care, and craftsmanship in the design and manufacture of all bespoke Products for its clients.

If you are interested in engaging with Mūvek and/or purchasing any Product from our Platform, you may browse our online catalogue available on the Platform to explore our range of custom-designed offerings and Products.

You may provide Mūvek with your own specifications and bespoke requests for Products in writing. Upon receipt of such written requests, Mūvek will review and consider the feasibility of your specifications or bespoke requirements before confirming whether the Services can be provided in accordance with your request. Mūvek reserves the right, in its sole discretion, to accept or decline any bespoke request and will communicate its decision to you in writing prior to proceeding with any order.

Service Disclaimer

As Mūvek relies on third-party suppliers for the materials required to manufacture its Products, we do not guarantee that all variations, options, or configurations of Products listed in our catalogue will be available at any given time. Product availability is subject to the current supply of materials, and certain variations may be temporarily or permanently unavailable without prior notice. Mūvek will inform you of any unavailability as soon as reasonably possible and, where feasible, may suggest alternative options.

All designs offered by Mūvek are original creations of the designer and are the exclusive intellectual property of the designer. Each Product manufactured by Mūvek will be assigned a unique serial code, which will be affixed to the Product for purposes of authenticity, traceability, and quality assurance.

You may request changes to your order within 1 (one) day from the date of payment of the deposit. After this period, no further changes to your order will be accepted, except at the sole discretion of Mūvek and subject to any additional costs or revised timelines that may apply. All change requests must be submitted in writing and will only be effective once confirmed by Mūvek, in writing.

All Products supplied by Mūvek are covered by a 1 (one) year warranty against manufacturer defects, commencing from the date of delivery. This warranty is strictly limited to defects arising from faulty materials or workmanship under normal use and in accordance with the care guide provided by Mūvek. The warranty expressly excludes any damage or defects resulting from client negligence, misuse, abuse, improper handling, or failure to follow the recommended care and maintenance instructions. Any claim under this warranty must be submitted in writing to Mūvek within the warranty period, accompanied by proof of purchase and the unique serial code assigned to the Product. Mūvek reserves the right to inspect the Product and determine, in its sole discretion, whether the defect falls within the scope of this warranty.

When purchasing any Product from Mūvek, you are responsible for ensuring the proper use and care of such Product(s). To avoid issues arising from negligence, misuse, or improper handling, you should familiarise themselves with and adhere to the care guide and maintenance instructions provided with each Product. Failure to follow these guidelines may result in damage or defects that are expressly excluded from any warranty or support offered by Mūvek.

All Products are carefully wrapped and packaged by Mūvek to ensure their protection during storage and transit. Should you or any third party appointed by you wish to inspect the Products after they have been wrapped, you acknowledge and agree that you will be liable for all costs associated with unwrapping, rewrapping, and any related handling or packaging expenses incurred as a result of such inspection. Mūvek will only proceed with unwrapping and subsequent rewrapping upon receipt of your written request and confirmation of acceptance of these additional charges.

3. **Quotations**

Quotation: Prior to the confirmation of any order, you will receive a written quotation from Mūvek, which will set out all relevant details relating to the Products you wish to purchase, including specifications, pricing, and any applicable terms and conditions. Your order will only be deemed confirmed once you have provided written acceptance of the quotation and Mūvek has received your deposit payment. Quotations issued by Mūvek are valid for a period of 14 (fourteen) days from the date of issue, after which the terms, pricing, and availability of the Products may be subject to change at Mūvek's sole discretion.

Deposit: The required deposit amounts to 60% (sixty percent) of the total order value, unless otherwise specified in the quotation. The remaining balance of the quoted cost will become due and payable upon completion of the Product and must be settled in full before delivery can take place. Mūvek will notify you once the Product is complete, and delivery will only be scheduled after receipt of the outstanding payment.

Balance: The remaining balance for the Products must be paid in full before delivery can take place. Delivery will only be scheduled and effected once Mūvek has received confirmation of payment of the outstanding amount.

Acceptance: Please note that the provision of a quotation does not constitute a binding agreement for sale, and Mūvek reserves the right to withdraw or amend any quotation prior to receipt of your written acceptance and deposit payment. No order will be processed or commence until both written acceptance and the required deposit have been received by Mūvek.

4. **Client Engagement**

Client Engagement: You acknowledge and agree that the Platform does not permit the creation of user profiles or accounts. However, you can still request a quotation through the Platform by submitting your name, email address, contact details and address. Please make sure that the details you provide are accurate and complete when submitting. If anything should change, please notify us as soon as reasonably possible so that we can contact you and prepare your quotation accordingly.

Warranty: By sharing your personal data with us, you warrant that the person using the Platform is you or has the authority to act on behalf of a juristic entity. You are responsible for the information you provide (including any third-party personal information), and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and process personal data.

5. **Payment Terms**

Payment Methods: All payments are to be made via electronic funds transfer to the bank account details provided by Müvek, unless otherwise expressly agreed to in writing by Müvek. If you wish to make payment via credit card, you must notify Müvek in advance and obtain written approval for such payment method. Where a credit card payment is approved, a credit card processing surcharge may apply, and the applicable percentage (and resulting amount) will be communicated to you at the time of quotation and will be clearly reflected on your quotation and/or invoice. The applicable surcharge may vary from time to time depending on the payment platform used and associated third-party fees.

Payments for Large Orders: Special payment terms for larger orders and bespoke Products may, at the sole and absolute discretion of Müvek's management team, be considered upon written request from the client. Any such special terms, if approved, will be communicated to you in writing and will only be effective once expressly confirmed by Müvek. Unless and until such written confirmation is provided, the standard payment terms as set out in these Terms will apply in full. Müvek reserves the right to determine the eligibility, scope, and conditions of any special payment arrangements, and to withdraw or amend such terms at any time prior to written confirmation, without incurring any liability to the client.

Invoices: Invoices will be emailed directly to you using the email address you provided to us.

Limitation of Use: Your right to use our Platform is subject to any limits we or your credit card issuer may establish. If payment cannot be charged to your payment card or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate your account and access to the Services.

6. **Refund Policy**

Due to the bespoke, made-to-order nature of all Products manufactured by Müvek, refunds will not be granted once an order has been confirmed, except where you notify Müvek in writing of your intention to cancel the order within 24 (twenty-four) hours of order confirmation and before production has commenced or materials have been procured specifically for your order.

If you cancel your order within this 24-hour period, Müvek will refund any amounts paid by you, less any reasonable costs incurred up to the date of cancellation, within 15 (fifteen) business days of receiving your cancellation notice.

No refunds will be processed for cancellations received after the 24-hour period has expired, except as otherwise required by law or expressly agreed to in writing by Müvek. Refunds will be processed using the same payment method used for the original transaction, unless otherwise agreed in writing.

7. **Manufacturing Process and Timelines**

All of our Products are made-to-order and, as such, production lead times will generally range between 8 (eight) and 10 (ten) weeks from the date on which your order is confirmed in accordance with these Terms. Müvek will always endeavour to complete and deliver orders as efficiently as possible and, where feasible, may offer shorter lead times depending on current production capacity and the nature of your order.

You will be informed of the estimated production and delivery timelines prior to finalising your purchase, and Müvek will provide regular updates should there be any changes to the anticipated schedule. While every effort is made to meet the indicated timelines, all lead times are estimates and may be subject to change due to factors beyond Müvek's reasonable control. Müvek will not be liable for any delays in production or delivery, but will communicate any anticipated changes to you as soon as reasonably possible.

You will be notified by Müvek via email once the final Product is complete and ready for dispatch. It is your responsibility to arrange delivery of the Product(s) with Müvek in accordance with the delivery procedures and timelines set out in these Terms. All arrangements for delivery must be confirmed in writing and are subject to the payment of all outstanding amounts due to Müvek.

8. **Delivery of the Product(s)**

Delivery: Delivery of the Products will only be scheduled and effected once all outstanding amounts due to Mūvek, including the full balance of the purchase price and any applicable fees, have been settled in accordance with these Terms. Mūvek will communicate the estimated delivery timelines to you in advance, taking into account the size and complexity of your order as well as the delivery location. While Mūvek will endeavour to deliver the Products as efficiently as possible, all delivery dates provided are estimates and may be subject to change due to factors beyond Mūvek's reasonable control. You will be kept informed of any changes to the anticipated delivery schedule, and Mūvek will coordinate with you to ensure a smooth and timely delivery process.

Acceptance: **You are required to arrange for the delivery of the Products with Mūvek within 14 days of being notified that your order is complete and ready for dispatch.**

Insurance for Deliveries: It is your sole responsibility to arrange and pay for any insurance coverage you require for the Products during delivery. Once the Products have been collected by or handed over to the appointed courier or delivery service, Mūvek shall have no further responsibility or liability for any loss, theft, damage, or destruction of the Products during transit. All risk in and to the Products passes to you upon collection by the courier, and any claims for loss or damage in transit must be directed to the courier or your chosen insurer.

One Delivery Only: The delivery fee quoted by Mūvek covers one delivery trip from either Mūvek's premises, warehouse, or the supplier's premises to the end user's designated delivery address. Should you require additional delivery trips or split deliveries, you will be responsible for the costs of each subsequent delivery, which will be invoiced separately by Mūvek. All arrangements for additional deliveries must be made in advance and are subject to payment of the applicable charges.

9. **Storage**

If you fail to arrange delivery during the timelines expressed above, Mūvek reserves the right to charge reasonable storage fees and/or take any other action deemed appropriate.

All arrangements for delivery must be confirmed in writing and are subject to the payment of all outstanding amounts due to Mūvek.

Should you fail to arrange for delivery of the Products within the specified period after being notified that your order is complete and ready for dispatch, Mūvek reserves the right to charge a daily storage fee for each day that the Products remain in storage.

You expressly undertake to pay all such storage fees as invoiced by Mūvek, and acknowledge that delivery will not be scheduled or effected until all outstanding storage fees and other amounts due have been settled in full.

10. **Responsibilities and Warranties**

Customer Responsibilities: as a customer of Mūvek, you acknowledge and agree that you are responsible for:

- Reading and understanding these Terms and will use the Platform and Services in accordance with them;
- Reviewing and adhering to all care guides and maintenance instructions provided with each Product to ensure proper use and longevity;
- Not making misrepresentations, and the information provided in the registration process about you, your company and/or your status is true, accurate and complete in every aspect;
- Making all payments, including deposits, balances and any applicable fees, in accordance with the payment terms set out in these Terms, unless expressly agreed upon otherwise, in writing;

- Arranging for delivery of the Products within the specified timelines after being notified that your order is complete and paying for any storage fees incurred as a result of delayed arrangements (where applicable);
- Arranging and paying for insurance coverage required for the Products during delivery;
- lawfully possess and submit all information to Müvek for the use of the Platform and our Services and hereby indemnify Müvek against any third-party claims that may arise due to the processing of the information shared by you with Müvek;
- providing us with true, accurate, and complete information when engaging with Müvek or using the Platform, and updating such information as necessary
- not sending any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform, including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- not infringing the intellectual property or other rights of any third party or Müvek or transmitting content that you do not own or do not have the right to publish or distribute;
- not using the Platform to breach any applicable law or regulation or perform or encourage any illegal activity, including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing Müvek to enforce all of our rights in the case of breach, including but not limited to denying you access to the Platform and/or our Services for the foreseeable future, reporting your actions to an applicable authority or instituting legal proceedings against you.

Connected Devices: The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

Access to Platform in Breach: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

11. **Data Processing**

You hereby grant Müvek the right to use and process your personal data for the purpose of providing our services to you. Your personal data will be processed, stored, and maintained only for as long as necessary to provide these services. For more information on how we process personal data, please refer to our Privacy Policy.

12. **Messages and Hyperlinks**

Data Messages between You and Müvek

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your email sever inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

13. **Intellectual Property**

Product IP: All designs offered by Mūvek are the original creations and exclusive intellectual property of the designer. The designer has granted Mūvek an exclusive, irrevocable license to list, advertise, market, and sell these designs as part of Mūvek's business operations, including but not limited to their inclusion on the Platform, in catalogues, and in promotional materials. This license does not transfer any rights, title, or interest in or to any such designs to you or any third party by virtue of your purchase or use of any Product. You acknowledge and agree that any unauthorised use, reproduction, adaptation, modification, distribution, or commercial exploitation of these designs, whether in whole or in part, is strictly prohibited and may result in legal action. All rights in and to the designs not expressly licensed to Mūvek remain reserved by the designer, and any further use or licensing of the designs by third parties is subject to the designer's prior written consent.

Platform IP: All website/software layout, website/software content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Mūvek, our shareholders, directors, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

User submitted IP: All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a royalty-free, revocable, non-exclusive, non-transferable, fully paid licence to use such intellectual property to provide you with our Services and access to the Platform.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform or to the Product designs are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party ("**third party IP**") all 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. If there is a conflict between the licensing terms of third-party IP and these Terms, the licensing terms of the third-party IP shall prevail only in connection with the related third party IP. Mūvek disclaims all liability related to any third-party components utilised in on the Platform and Services. You acknowledge that Mūvek is not the author, owner or licensor of any

third-party IP, and we accordingly make no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of third-party IP. Under no circumstances shall the Platform or any portion thereof (except in respect of any third party IP contained therein) be deemed to be "open source" or "publicly available" software.

14. **Indemnities and Disclaimers**

Disclaimers

The Platform, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform, the Products or information made available through the Platform. Your use of the Platform and Product is at your sole risk unless otherwise explicitly stated.

Müvek, its shareholders, directors, employees, partners, and affiliates shall not be liable for any loss, damage, cost, or expense (whether direct, indirect, consequential, or otherwise) arising from or in connection with:

- (i) your use of or inability to use the Platform or any of its features;
- (ii) your failure to arrange for or take delivery of the Products within the specified timelines;
- (iii) your failure to obtain or maintain adequate insurance coverage for the Products during delivery or transit;
- (iv) any Products purchased or manufactured in accordance with specifications, measurements, or information provided by you, including but not limited to errors, omissions, or inaccuracies in such information;
- (v) any acts or omissions of third-party couriers or delivery services; and
- (vi) any other general liabilities, including but not limited to loss of profits, data, goodwill, or any punitive damages, resulting from your engagement with Müvek, the Platform, or the Products.

You expressly acknowledge and agree that all risk in and to the Products passes to you upon collection by the courier, and that Müvek's liability is strictly limited to the extent expressly set out in these Terms. Your sole and exclusive remedy for any dissatisfaction with the Platform, Products, or Services shall be to discontinue use thereof.

We take reasonable security measures in respect of the Platform to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access. However, we do not warrant or represent that your access will be uninterrupted or error-free or that any information, data, content, software, or other material accessible will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

Indemnities

You agree to indemnify, defend, and hold harmless Müvek, its shareholders, directors, employees, partners, and affiliates from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and tracing fees on an attorney and own client scale) arising out of or in connection with:

- (i) your access to or use of the Platform, Products, or Services;
- (ii) your breach of these Terms or any applicable law or regulation;
- (iii) any information, specifications, or materials provided by you to Müvek, including but not limited to any errors, omissions, or inaccuracies therein;
- (iv) your failure to arrange for or take delivery of the Products within the specified timelines;
- (v) your failure to obtain or maintain adequate insurance coverage for the Products during delivery or transit;

- (vi) any infringement by you, or any third party using your account, of any intellectual property or other rights of any person or entity; and
- (vii) any act or omission by you or a third party appointed by you in relation to the inspection, handling, or use of the Products. This indemnity will survive the termination of these Terms and your use of the Platform, Products, or Services.

15. **Dispute Resolution**

Negotiation: Should any dispute, disagreement or claim arise between you and Mūvek concerning the use of the Platform or Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Mediation: Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them to find a mutually beneficial solution.

Arbitration: If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), with an arbitrator selected by Mūvek.

Jurisdiction: Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication: The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

16. **Termination of Use**

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM AND SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

In the event of termination of your agreement with these Terms we will remove you from the Platform/Services and delete your account and associated data in accordance with our data retention formula and processes.

17. **Notices and Service Address**

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of Mūvek, at studio@muvekstudio.com and the address provided for on these Terms and any quotations provided to you; or
- in the case of a customer, at the e-mail, cellphone number, and/or address provided when signing up with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

18. **Company Information**

- **Site owner:** Muek SA (Pty) Ltd
- **Legal status:** Private Company

- **Registration number:** 2021/857985/07
- **Description of business:** Bespoke furniture design and manufacturing company
- **Platform address:** <https://muvekstudio.com/>
- **Email address:** studio@muvekstudio.com
- **Telephone number:** +27 21 014 1716
- **Registered address:** 1st Floor, 24 Napier St, De Waterkant, Cape Town, 8001
- **Postal address:** Same as above.

19. General

Relationship Between the Parties: The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall, by reason of the actions of the other party, incur any personal liability as co-partner to any third party. Mūvek only provides software as a service; any formal engagement between Members and third parties facilitated by the Platform is between them privately, and for which Mūvek holds no responsibility.

Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

Entire Agreement: This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless published on the Platform.

No Indulgence: No indulgence, leniency or extension of time granted by Mūvek shall constitute a waiver of any of Mūvek' rights under these Terms and, accordingly, Mūvek shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Importation of Words: Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay: In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Mūvek in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is 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 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 as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions above.

MUVEK SA (Pty) Ltd