

Welcome to Gyro

Before you get started, please read the following app terms and conditions and privacy policy ("Terms and Conditions")

Our app is provided to you by Gyro Technologies Proprietary Limited ("Gyro", "we", "us" or "our"). By using, accessing, viewing or downloading any Content or by accepting these Terms and Conditions, you agree to be bound by these Terms and Conditions. If you would like further explanation of any term in these Terms and Conditions please send us an e-mail to the address below and we'll gladly explain it to you.

Refunds & Guarantees

Customer satisfaction is our primary goal. We review each complaint individually. Please contact our [support team](#) if your experience has been less than satisfactory so that we may resolve your issue. Gyro does not guarantee (implied or otherwise) the quality of the food produced by our restaurant partners and delivered by our driver partners. Gyro is not responsible for menu item descriptions provided by the restaurant. We would, however, like to know if you are displeased with the food you received so we can work with our restaurant partners to further improve their service for future orders. Please contact our [customer service team](#) if your food is less than satisfactory.

Our Contact Information

We pride ourselves in providing the best customer satisfaction. All customer concerns are addressed and dealt with individually. Please contact us if you have any questions about these Terms and Conditions or if your experience with us has been less than satisfactory so that we may resolve your issue. Also, please let us know if you are displeased with the quality of the Goods you have received so that we may work with our Vendors to improve their levels of service to improve your next experience.

- Full name: **Gyro Technologies Proprietary Limited, Registration Number: 2016/543479/07**
- Legal status: **A private company with limited liability incorporated in the Republic of South Africa.**
- Registered Address: **8 Batten Road, Unit 10 Tudor Woods, Morninghill, Johannesburg, 2007**
- Physical Address: **8 Batten Road, Unit 10 Tudor Woods, Morninghill, Johannesburg, 2007**
- Telephone Number: **+27 60 526 2209**
- E-mail Address: support@gyroapp.co.za

Introduction

These Terms and Conditions are subject to the Consumer Protection Act, 68 of 2008 ("the CPA"). The provisions which appear in bold text are important and should be carefully read and understood by you as they:

- may limit the risk or liability of Gyro or a third party;
- may require you to indemnify Gyro; and/or
- may serve as an acknowledgement of a fact, by you.

We may make changes to these Terms and Conditions, from time to time. If any of the changes to these Terms and Conditions are material and affect your rights, we will notify you of the change the next time that you log in to our app.

Placing an Order

Accessing the app and creating a user profile will enable you to order food, beverages and other products ("Goods") from third party establishments ("Vendors") and delivered by third party, independent drivers ("Drivers").

You will need to enter your personal information into the account creation forms in the app and will be asked to accept these Terms and Conditions by pressing a button before your user profile is created. For security purposes, your password and user profile details must be kept secure by you and should not be disclosed by you to a third party.

Goods will be delivered to your given delivery address previously provided by you or collected by you from the Vendor (as the case may be) within the trading hours set out on our app. **We cannot guarantee any delivery times for the Goods.**

Payment and Security

We use only the best available online payment processing system. 3D Secure was the first South African payment gateway to be certified by both Mastercard and VISA for secure transactions. Payments made using our app are secured by means of a number of encryptions. No cardholder information is stored, processed or transmitted by us as we use the Peach Payments to process your payment using our app. Peach Payments' payment platform is PCI DSS compliant, this means all of your cardholder information is stored in a PCI (Payment Card Industry) certified vault in accordance with the PCI guidelines and security standards. Gyro has taken the necessary measures and made every effort to secure your personal information but, we cannot completely guarantee that unauthorised third parties (such as hackers) will not be able to access your information. Please [contact us](#) immediately if you become aware of any security related issues or if you have any concerns about the security of your payment or user profile.

Refunds & Guarantees

Gyro does not guarantee (implicitly or otherwise) the quality of the Goods produced by our Vendors and delivered by our Drivers or the availability of the Goods listed on our Vendors' menus.

If you have placed an order for Goods which are no longer available or which you ordered but have not received, we will process a refund to you for any payments already made by you for the unavailable Goods.

If the order delivered to you is incorrect or not of a satisfactory quality, please contact us so that we may process a refund for your order, to you, or arrange for a replacement of your order. We may not cancel any orders which have already been placed as we have no control over the internal ordering processes and procedures unique to each of our Vendors. Unfortunately we cannot cancel and/or refund unwanted orders. In the event that you suffer a direct and foreseeable loss as a result of Goods produced by our Vendors and delivered by our Drivers, in addition to providing you with a refund, we will use our best efforts to provide you with any information which you may require should you wish to raise the matter with the relevant Vendor.

Information on Menus

The information set out in the menus displayed on our app is provided to us by our Vendors and Gyro is not responsible for menu item descriptions provided by our Vendors. If an item of Goods is listed at an incorrect price or with the incorrect description, we may refuse or cancel any orders placed for Goods listed at an incorrect price. We may refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will immediately issue a credit to your credit card account in the amount of the charge. You are encouraged to report any typographical errors you may notice to support@gyroapp.co.za

Intellectual Property Rights and your use of our app

All rights (including intellectual property rights) in and to our app, all Content made available on our app, from time to time, including the Gyro trade mark, any logos and the 'look and feel' of our app are hereby expressly reserved by us.

Limits of Liability

As far as the law allows, neither Gyro nor any of our agents or representatives will be liable for any damage, loss or liability of any nature which results from your use or inability to use our app or the Content provided on and by means of our app. Furthermore, Gyro makes no representations or warranties (implied or otherwise) that, amongst others, the Content and technology available on or provided by means of our app are free from errors or omissions, or that our app will always be available and error free. Please report any possible malfunctions and errors you may experience with our app to: support@gyroapp.co.za

It is your responsibility to satisfy yourself before accepting these Terms and Conditions that the service available from and through our app will meet your individual requirements and will be compatible with your hardware and or software.

Information, ideas and opinions expressed on our app should not be regarded as professional advice or the official opinion of Gyro, and you are encouraged to consult professional advisors before taking any course of action related to information, ideas or opinions expressed on our app.

Indemnity

As far as the law allows, you agree to defend, indemnify and hold us, our directors, employees, Vendors and Drivers harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including legal costs on the attorney-client scale) as a result of:

- your use of our app;
- your violation of any term of these Terms and Conditions (including our privacy policy); and
- your violation of the rights of any third party, including without limitation any intellectual property right or other rights.

The indemnity set out in this paragraph 9 will survive termination, modification or expiration of these Terms and Conditions and your use of our app.

Electronic Communications

All communications and notices sent by you or us satisfies any legal requirements and shall be deemed to be “in writing” and shall include data generated, sent, received or stored by electronic means.

Governing Law

These Terms and Conditions (including our privacy policy) shall be governed by the laws of the Republic of South Africa.

Privacy Policy

Collection of Personal Information

The information we gather on or through our app is used for verification by both Gyro as well as the Vendors and Drivers from which you order the Goods. Your address is used to provide Drivers with your location while Gyro uses your location to provide you with accurate search results on our app and for the delivery of your order.

You acknowledge and agree that we may collect and retain the following personal information from and about you:

- your email address and user profile password;
- your payment details, billing and delivery addresses;
- your phone number;
- your location; and
- other information you actively submit to us or we can determine about you based on your interactions with our app and services.

Your personal information may be recorded, for example, if you:

- register, subscribe, authorize the transfer of, or create an account with us;
- open or respond to emails;
- provide information to enroll or participate in programs provided on behalf of, or together with other Sellers, merchants, co-marketers, distributors, resellers and other business partners, with your consent or as necessary to provide services you have requested;
- visit any page online that displays our ads or content;
- purchase through the app;
- interact or connect with or link to the app via social networking tools

Retention of Personal Data

We use your email address to send you information about your user profile, the orders you place by means of our app, answers to your service queries or marketing and promotional communication. You can manage the communications which we sent to you by selecting the “unsubscribe link” in any marketing or promotional emails that we may send you. Please note that even if you decide not to

subscribe to, or to unsubscribe from promotional email messages, we may still need to contact you with important information about your user profile and your orders made using our app. For example, even if you have unsubscribed from our promotional email messages, we will still send you confirmations when you purchase Goods on our app. Your phone number may be used by a Driver to contact you with reference to an order that you have previously placed.

Security

Gyro will do all things reasonably necessary to protect your personal information and rights of privacy. However, Gyro accepts no liability for unauthorised or unlawful disclosures of your personal information to third parties, unless such disclosure is as a result of our gross negligence.