

TERMS AND CONDITIONS and POPIA

Last modified: 1 August 2026

Please take a moment to read these general terms and conditions (the "General Terms") to understand how they apply to you, your access and/or use of our websites, mobi sites, apps and other services (collectively "the Services") for information or shopping purposes.

If you have any questions regarding these General Terms please email **admin@niicefoods.com**

Who Owns the Services?

The Services are owned and operated by Niice Foods (Pty) Ltd a company registered in the Republic of South Africa (Reg. No. 2019/555103/07), which has its registered office at Portion 29 Farm Alkmaar, Alkmaar, Mbombela, Mpumalanga 1200

Terms and Conditions Apply

It is important that you read these General Terms and the Niice Foods (Pty) Ltd Privacy Policy carefully to ensure that you understand the Services and what communications you can expect from us. These General Terms apply to your use of the Services and incorporate the Niice Foods (Pty) Ltd Online Shopping Terms, so please take a moment to read them.

By using the Services, you acknowledge that you have read and understood these General Terms and the Privacy Notice and agree to be bound by them. If you do not agree, please do not access or make use of the Services.

Amended or Updated Terms

We may periodically update or change the General Terms, without notice. You should check them from time to time as your continued use of our Services will mean you accept any updated or revised General Terms.

Law and Arbitration

These General Terms are governed by the laws of the Republic of South Africa. Any dispute arising in relation to these General Terms shall, to the extent permitted by law, be referred to arbitration in Cape Town at a venue of our choice applying the Uniform Rules of the High Court of South Africa.

Our Services

You are welcome to browse or use our Services for your own personal, non-commercial, shopping and information purposes only. No other use is permitted without our prior written consent. The unauthorised use, copying, reproduction, variation, modification or distribution of the content of any of our websites, mobi sites or apps, the uploading of any unlawful or damaging information or viral software or

the creation of any links to our websites, mobi sites or apps is strictly prohibited. You agree to indemnify us against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of our Services and/or the contents of our websites, mobi sites or apps contrary to these General Terms.

We reserve the right to suspend our Services or any part thereof or terminate your account at any time if we, in our sole discretion, determine that you are not using the Services in compliance with these General Terms or if we believe the information provided by you is untrue, inaccurate or incomplete.

Use of our Services Outside South Africa

Customers who are not resident in South Africa are welcome to use our Services in accordance with these General Terms to make online purchases provided that the delivery address is in South Africa. Please [click here](#) to see our Online Shopping Terms.

Marketing

If you have agreed that we may contact you for marketing purposes, we may send you promotional offers for the Services which may be of interest to you based on your past shopping behaviour. When you receive promotional information or newsletters relating to the Services you will always be given the opportunity to unsubscribe. If you have any questions regarding these please email admin@niiefoods.com

It may take up to 7-14 days for our database and the profile to be updated.

Personal Information and Privacy

When you share your information with us, subject to your marketing and/or communication preferences selected when you sign up to use the Services or as otherwise indicated by you to us, you agree to also sharing it with others within the Niice Foods (Pty) Ltd group of companies who may use it to send you promotional material. In some instances, you may also be sharing your information with other companies that help us provide services to you (e.g., the transport company that delivers your online shopping).

We use your personal information to create a profile for you. We keep your personal information private, and only disclose it to other companies if you ask us to, or if they need it to help us provide services to you. To learn more about how we use your personal information please read our Privacy Policy

Accuracy of Content

All reasonable steps are taken to ensure that the information accessed via our Services is accurate and up-to-date. We do not however warrant that the content or information displayed is always accurate, complete and/or current.

Any comments uploaded by users or any authorised experts are their opinions alone and do not necessarily represent our views, opinions, beliefs or values.

Your Comments

We value your comments, ideas, suggestions and feedback. By sending us your comments you agree that we may use them for commercial purposes (including using them to endorse our products, stores or brands) without any compensation to you and you grant us a non-exclusive license to do this. We will not respond to or maintain your comments.

You agree not to post comments which violate the right(s) of any third party, including copyright, trademark, privacy or any other personal or proprietary right. You agree not to disclose, submit or offer any comments that are or contain any defamatory, unlawful, abusive or obscene material. We disclaim any liability towards any third party regarding your comments.

Intellectual Property

All rights, including copyright, trade mark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on our websites, mobi sites or apps are owned by or licensed to us. Unauthorised use, reproduction, modification and/or distribution of the content thereof is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

Advertising and Hyperlinks

External hyperlinks may appear on our websites, mobi sites or apps. We do not necessarily have a relationship with any third party which is linked to our website, nor does a link signify our endorsement of the third party, its products and/or services. Your reliance on any information contained in such third party material is entirely at your own risk.