**Terms of Use** 

Last Updated: October 26, 2025

Introduction

These Terms of Use ("Terms") govern your access to and use of The Food Doctor

website, blog, and related services (collectively, the "Site"). The Site is operated by

Dr. Jay Matthew through KTA Global (Pty) Ltd ("we," "us," or "our").

By accessing or using this Site, you agree to be bound by these Terms. If you do

not agree to these Terms, please do not use the Site.

**About The Food Doctor** 

The Food Doctor is a platform where culinary exploration meets medical insight.

Dr. Jay Matthew shares content combining food culture, travel experiences, and

health perspectives from a medical viewpoint.

**Not Medical Advice** 

IMPORTANT DISCLAIMER:

While content on this Site is created by a qualified medical doctor, nothing on this

Site constitutes medical advice, diagnosis, or treatment recommendations. The

content is provided for:

Educational purposes - General health and nutrition information

Entertainment - Culinary experiences and food culture exploration

Personal perspective - One doctor's views on food and health

You should NOT:

Rely on any content as a substitute for professional medical advice

Make medical decisions based on information from this Site

Delay seeking medical care because of content you read here

Disregard professional medical advice because of something on this Site

Always:

Consult with your own qualified healthcare provider for medical concerns

- Seek immediate medical attention for emergencies
- Discuss dietary changes with your doctor, especially if you have medical conditions

## **Intellectual Property Rights**

#### Our Content

All content on this Site, including but not limited to text, photographs, graphics, videos, recipes, articles, logos, and design elements, is protected by copyright, trademark, and other intellectual property laws.

Copyright: © 2025 Dr. Jay Matthew / KTA Global (Pty) Ltd. All rights reserved. What You Can Do:

- · Read and share links to our content on social media
- Quote brief excerpts (up to 150 words) with proper attribution and a link back to the original article
- Print articles for your personal, non-commercial use

What You Cannot Do:

- Reproduce, republish, or redistribute entire articles or substantial portions
- Use our content for commercial purposes without written permission
- Remove copyright notices or attribution
- Claim our content as your own
- Use our content in ways that suggest we endorse your product or service
- Scrape, harvest, or systematically collect content from the Site

#### Your Submissions

If you submit comments, suggestions, recipes, or other content to the Site, you grant us a non-exclusive, royalty-free, perpetual, worldwide license to use, modify, and publish that content. You represent that you own or have rights to any content you submit.

### **User Conduct**

When using this Site, you agree NOT to:

- Violate any applicable laws or regulations
- · Infringe on intellectual property rights of others
- · Post harmful, offensive, defamatory, or illegal content
- · Harass, threaten, or impersonate others
- Transmit viruses, malware, or other harmful code
- Attempt to gain unauthorized access to the Site or its systems
- Interfere with the proper functioning of the Site
- Use automated systems (bots, scrapers) without permission
- Collect personal information about other users

We reserve the right to remove any content or ban any user who violates these Terms.

# **Third-Party Links and Content**

This Site may contain links to third-party websites, restaurants, products, or services. These links are provided for your convenience only. We:

- Do not endorse, control, or assume responsibility for third-party content
- Are not liable for any damages arising from your use of third-party sites
- Recommend you review the terms and privacy policies of any third-party sites

#### Affiliate Disclosure

Some links on this Site may be affiliate links, meaning we may earn a commission if you make a purchase through those links, at no additional cost to you. This does not influence our content or recommendations.

#### **Restaurant and Food Reviews**

Reviews and opinions about restaurants, dishes, and food products on this Site represent Dr. Matthew's personal experiences and subjective views at the time of writing. Please note:

- Experiences vary: Your experience may differ from ours
- Things change: Restaurant menus, quality, ownership, and operating status change over time
- Personal taste: Food preferences are subjective and individual

 No guarantees: We make no warranties about the accuracy or currency of reviews

We are not responsible if a restaurant or establishment mentioned on the Site no longer operates, has changed ownership, or differs from our description.

### **Health and Dietary Information**

Content discussing nutrition, ingredients, dietary approaches, or health topics is:

- General information only Not personalized to your individual circumstances
- Educational Intended to inform, not prescribe
- Not comprehensive Cannot cover all risks, benefits, or considerations
  Food Allergies and Sensitivities:
- · We may mention common allergens, but you are responsible for:
  - · Identifying your own allergies and sensitivities
  - · Verifying ingredients before trying any recipe or dish
  - · Consulting appropriate medical professionals about dietary restrictions

We are not liable for allergic reactions or adverse effects from foods mentioned on this Site.

# **Recipes**

Recipes shared on this Site are provided as-is for your personal, non-commercial use. Please note:

- Safety: Follow proper food safety guidelines when preparing any recipe
- Variations: Recipe results may vary based on ingredients, techniques, and equipment
- Allergens: Always check ingredients for allergens relevant to you
- Medical conditions: Consult your healthcare provider before making significant dietary changes

You assume all risks associated with preparing and consuming any recipe from this Site.

### **Privacy and Data Collection**

Your privacy is important to us. Please review our separate Privacy Policy to understand how we collect, use, and protect your personal information.

By using this Site, you consent to our data practices as described in our Privacy Policy.

#### **Disclaimer of Warranties**

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Accuracy or completeness of content
- Fitness for a particular purpose
- Merchantability
- Non-infringement
- Uninterrupted or error-free operation

We do not warrant that:

- The Site will meet your requirements
- The Site will be available at all times
- Defects will be corrected.
- The Site is free of viruses or harmful components

## **Limitation of Liability**

### TO THE MAXIMUM EXTENT PERMITTED BY LAW:

WE ARE NOT LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, data, use, goodwill, or other intangible losses
- Damages arising from your use or inability to use the Site
- Any content obtained from the Site
- Unauthorized access to or alteration of your data

This applies whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not we have been advised of the possibility of such damages.

MAXIMUM LIABILITY: If we are found liable for any damages, our total liability shall not exceed ZAR 1,000 (one thousand South African Rand).

Some jurisdictions do not allow limitations on certain warranties or liabilities, so some of the above limitations may not apply to you.

### Indemnification

You agree to indemnify, defend, and hold harmless Dr. Jay Matthew, KTA Global (Pty) Ltd, and our affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from:

- · Your use of the Site
- · Your violation of these Terms
- Your violation of any rights of another party
- Content you submit to the Site

# **Changes to the Site and Terms**

We reserve the right to:

- Modify or discontinue the Site (or any part of it) at any time without notice
- Update these Terms at any time by posting revised Terms with a new "Last Updated" date
- Change or remove content without notice

Your continued use of the Site after any changes constitutes acceptance of the revised Terms. We encourage you to review these Terms periodically.

### **Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to conflict of law principles.

Any disputes arising from these Terms or your use of the Site shall be subject to the exclusive jurisdiction of the courts of Durban, KwaZulu-Natal, South Africa.

# Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**Entire Agreement** 

These Terms, together with our Privacy Policy and Disclaimer, constitute the entire

agreement between you and us regarding your use of the Site and supersede all

prior agreements and understandings.

No Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a

waiver of such right or provision.

**Contact Information** 

If you have questions about these Terms of Use, please contact:

The Food Doctor

Email: hello@thefooddoctor.co.za

Website: thefooddoctor.co.za

**Acknowledgment** 

By using The Food Doctor website, you acknowledge that:

You have read and understood these Terms of Use

· You agree to be bound by these Terms

· You understand that content is not medical advice

You will use the Site responsibly and lawfully

You accept the limitations of liability described herein

Thank you for visiting The Food Doctor. Enjoy exploring the intersection of food,

health, and culture!