

TERMS AND CONDITIONS

Last updated 13 October 2022

1. AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”) and Notto SA (Pty) Ltd. (“**Company**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of our website <https://www.nottoafrica.com/index> (“**Website**”) through which we provide you our services (“**Services**” and collectively with the provision, use and accessing of the Website, the “**Platform**”). We are registered in the Republic of South Africa and have our registered office at 1004 Embassy Towers, 175 Empire Place, Sandhurst, Gauteng, 2196. You agree that by using the Platform, you have read, understood, and agreed to be bound by all of these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will endeavor to alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed as each time you use and access the Platform, you will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions.

The information provided on the Platform are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access and use the Platform from other locations / jurisdictions do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The access and use of the Platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to access and use the Platform, unless assisted by his / her parents and / or legal guardian.

2. USER REGISTRATION

You will be required to register for an account on the Website to use the Services. Registration is free and you will not be required to pay for accessing and using the Platform.

You agree that you register for an account for the sole purposes of using the Service and for no purpose whatsoever.

Upon successful registration, we will provide you with a unique username and password to access the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

3. USER REPRESENTATIONS

By using the Platform, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms and Conditions; (4) you are not a minor in South Africa or in the jurisdiction in which you reside; (5) you will not access and use the Platform through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Platform for any illegal or unauthorized purpose; and (7) your use of the Platform will not violate any applicable law or regulation.

4. PROHIBITED ACTIVITIES

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Platform, you agree not to:

1. Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Target, attack, circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Platform and/or the content contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
5. Use any information obtained from the Platform in order to harass, abuse, or harm another person.

6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Platform in a manner inconsistent with any applicable laws or regulations.
8. Use the Platform to advertise or offer to sell unauthorized third party goods and services.
9. Engage in unauthorized framing of or linking to the Platform, unless with our prior written approval.
10. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
11. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
12. Delete the copyright or other proprietary rights notice from any IP Content (clause 13 below).
13. Attempt to impersonate another user or person or use the username of another user.
14. Sell or otherwise transfer your profile/ account.
15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
16. Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
18. Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
19. Copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
21. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.
22. Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
23. Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the content for any revenue-generating endeavor or commercial enterprise.

5. USER GENERATED CONTRIBUTIONS

The Platform allows you to contribute to, or participate in reviews, provide feedbacks on the Website or our official social media pages and chatrooms such as WhatsApp, Telegram, WeChat, LINE, Facebook, Instagram, Twitter, or any social media platforms that we may use ("**Social Media Platforms**"), which you can submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Social Media Platforms, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "**Contributions**"). Contributions may be viewable by other users of the Social Media Platforms and other third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Platform and other users of the Platform to use your Contributions in any manner contemplated by the Website, and these Terms and Conditions.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Platform and these Terms and Conditions.

4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions do not contain any confidential information which you owe or under the duty or obligation to keep such information confidential.
7. Your Contributions do not contain any information that have been stolen or obtained from any unlawful purposes.
8. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
9. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
10. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
11. Your Contributions do not violate any applicable law, regulation, or rule.
12. Your Contributions do not violate the privacy or publicity rights of any third party.
13. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
14. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
15. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of the Platform and Social Media Platforms in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Platform and the Social Media Platforms.

6. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Platform and / or Social Media Platforms you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions but we may use the Contributions in the advancement of our business interests, which you have no claim over. You are solely responsible and where applicable, liable for your Contributions posted on the Platform and Social Media Platforms and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Platform and / or Social Media Platforms (which we hold administrative privilege on the Social Media Platforms); and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation but may elect to do so without your consent, to monitor your Contributions. We further reserve the right to amend or delete any Contributions as we deem fit and necessary without the need to notify you in advance.

7. GUIDELINES FOR REVIEWS

We may direct you and./ or provide you access to areas on the Platform to leave reviews or ratings on your experience using the Platform. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience of the Platform being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

8. SOCIAL MEDIA

As part of the customer services and functionality of the Platform, you may link your Notto account with online accounts you have with third-party service providers such as your Facebook, Twitter, WhatsApp, Gmail account etc. (each such account, a **“Third-Party Account”**) by either: (1) providing your Third-Party Account login information through the Platform; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the **“Social Network Content”**) so that it is available on and through the Platform via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Platform. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Platform. You will have the ability to disable the connection between your account on the Platform and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Platform. You can deactivate the connection between the Platform and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

9. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform (**“Submissions”**) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

10. THIRD-PARTY WEBSITE AND CONTENT

The Website may contain links to other websites (**“Third-Party Websites”**) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (**“Third-Party Content”**). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Website or any Third-Party Content posted on, available through, or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website. Any actions/ transaction you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

11. PLATFORM MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Platform and Social Media Platforms for violations of these Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions, Reviews, Submissions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability,

to remove from the Platform and Social Media Platforms or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Platform and Social Media Platforms in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform and Social Media Platforms.

12. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy which can be found on our Website or can be requested by you directly from us by contacting the person specified in clause 27 below. By using the Platform and / or Social Media Platforms, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. Please be advised the Platform is hosted in the Republic of South Africa. If you access and use the Platform from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the Republic of South Africa, then through your continued access and use of the Platform, you are transferring your data to the Republic of South Africa, and you agree to have your data transferred to and processed by us in the Republic of South Africa. Subject to compliance with applicable law, please note that your information may be transferred to, stored, and processed by us in our other servers and / or facilities in other jurisdictions and by those third parties with whom we may share your personal information.

13. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the **“IP Content”**) and the trademarks, service marks, and logos contained therein (the **“Marks”**) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights of the the Republic of South Africa, international copyright laws, and international conventions. The IP Content and the Marks are provided on the Platform **“AS IS”** for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Platform and no IP Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future access and use of the Platform (or any portion thereof).

14. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Platform infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a **“Notification”**). Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Platform infringes your copyright, you should consider first contacting a lawyer.

15. TERM AND TERMINATION

These Terms and Conditions shall remain in full force and effect while you access and use the Platform. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PLATFORM OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANYTIME,WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents and / or functionality in the Platform at any time or for any reason at our sole discretion without notice. We have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Platform.

We cannot guarantee the Platform will be available at all times. We or our Service Providers may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

17. GOVERNING LAW

These Terms and Conditions and your use of the Platform are governed by and construed in accordance with the laws of the South Africa.

18. DISPUTE RESOLUTION

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (each "**Dispute**" and collectively, the "**Disputes**") brought by either you or us (individually, a "**Party**" and collectively, the "**Parties**"), the Parties agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through arbitration. The arbitration shall be conducted under the Rules of the Arbitration Foundation of Southern Africa (or its successors) ("AFSA") which Rules are available at the AFSA website: <http://arbitration.co.za> by one arbitrator appointed by the parties and if the parties fail to agree on an arbitrator within 5 days after the arbitration has been demanded, the arbitrator shall be nominated and appointed by the secretariate of AFSA as the request of either party. The place of arbitration shall be in Johannesburg with only the Parties and their representatives present thereat. The language to be used in the arbitration proceeding shall be English. The decision of the arbitrator shall be final and binding upon the Party/ies and capable of being made an order of court on application by any of them. The arbitrator shall be obliged to give his/her award in writing fully supported by reasons. The arbitrator shall have the power to give default judgement if either Party fails to make submissions on due date and/or fails to appear at the arbitration. The costs of and incidental to any such arbitration proceedings shall be in the discretion of the arbitrator. Nothing herein contained, or implied, shall preclude any either Party from applying to court for a temporary interdict, or other relief of an urgent and temporary nature, pending the award of the arbitrator hereunder. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason. In the event of any conflict between the Terms and Conditions and the arbitration rules, the latest arbitration rules as published by AFSA, shall prevail.

19. ERROS AND CORRECTIONS

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

20. DISCLAIMER

THE PLATFORM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR ACCESS AND USE OF THE PLATFORM WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY OR USER AND / OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING AND (B) THE SUM OF [R500].

22. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys'

fees and expenses, made by any third party due to or arising out of: (1) your Contributions, Review and / or Submissions; (2) access and use of the Platform; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Platform / Social Media Platforms with whom you connected via the Platform / Social Media Platforms. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

23. USER DATA AND DATA PROTECTION

We will capture, store and generally process your personal information that you provide and / or transmit to the Platform, as well as data relating to your use of the Platform (“**User Data**”). You hereby expressly consent to allow us to store, capture, process, disseminate and use these User Data for purposes of (i) for the purpose of managing the performance of the Platform and carrying out of our obligations under these Terms and Conditions and carrying out the Services; or (ii) complying with any regulatory requirements; or (iii) use the User Data for our internal analytic purpose; or (iv) disclose the User Data to third parties providing services on our behalf (“**Service Providers**”), which Service Providers necessary need in order to provide services to us. We will require our Service Providers to be bound by our data protection policy before any User data is disclosed with the Service Providers.

Other than as expressly set out above, we will not be use or disclose the User Data information for any purpose. We undertakes to process, store and/or disseminate the User Data in compliance with our then prevailing data protection policy.

Subject to the provisions of this clause and to the applicable privacy/ data protection laws, all User shall vest exclusively with us. For purposes of this clause, User Data shall include but not limited to:

1. personal information as defined in the Protection of Personal Information Act, 2013 (as amended); and
2. any data collected, generated, processes or obtained by us relating to any other user that uses and access our Platform.
3. any information that is obtained or generated in connection with the usage of the Platform, that may or not identify the data subject.
4. any data obtained by us that are saved or stored in the system database or server (and whether in the cloud or otherwise), such as data related to the functionality and end-user’s usage patterns of the Platform, activation / deactivation of the features, usage behaviour, usage of remote monitoring access by end users, what functionality the end users are using frequently and which functionality are least often used etc.

Although we perform regular routine backups of data, you agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Access and using the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE PLATFORM. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

25. CONFIDENTIALITY

You acknowledge and understand that by using and accessing the Platform, you may become aware of personal information and / or other confidential information of other users and / or third parties, accordingly you agree that you will treat and hold as confidential all information which you may receive or have access to through the use of the Platform. You hereby indemnify us, our directors, employees and agents against any and all claims that may arise from any unlawful or unauthorized distribution, use and dissemination of such confidential information by you and related breach of such confidentiality.

26. MISCELLANEOUS

These Terms and Conditions and any policies or operating rules posted by us on the Platform or in respect to the Platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control or due to a force majeure event occurring (force majeure shall include but not limited to pandemics, flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God). If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or the use of the Platform. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted

them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions. Any notices or legal process under these Terms and Conditions will be served to the following address (A) in respect of us, the contact address set out in clause 27 below and in respect of you, the information that you submitted in your profile.

27. CONTACT US

In order to resolve a complaint regarding the Platform or to receive further information regarding the access and use of the Platform, please contact us at:

Notto SA (Pty) Ltd.

Address: 1st Floor – Sandton Gate, 25 Minerva Avenue, Sandton, Gauteng, 2196

Phone: +27 71 989 6268

Email: hello@notto.co.za