

## **Welcome to Snapspot**

### **TERMS AND CONDITIONS**

**BY INSTALLING, USING OR OTHERWISE ACCESSING OUR PLATFORMS, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS OUR PLATFORMS.**

These terms and conditions and our Privacy Policy, which is incorporated herein by reference, ("Terms") govern the relationship between you and Synergistech (Pty) Ltd and its affiliates (hereinafter "SnapSpot", or "Us" or "Our" or "We") regarding your use of our platforms. When we refer to our "Platforms", we mean our Snapspot website, Snapspot mobile sites, Snapspot mobile applications, emails, social media platforms or any other technology or mechanism you may use to interact with us and any related services.

Before accessing or using our Platforms, you must agree to our Terms. You will also be required to register an account on our Platforms (an "Account"). By registering for an Account or otherwise using our Platforms, you represent that you are of age 18 or above (our Platforms are not allowed for persons under the age of 18). If you access our Platforms from a Social Networking Site ("SNS"), such as Facebook or Google+, you shall comply with its terms as well as to these Terms.

SnapSpot reserves the right, at its discretion, to change, modify, add, or remove portions of the Terms at any time by posting the amended terms on our Platforms. You will be deemed to have accepted such changes by continuing to use our Platforms. If at any point you do not agree to any portion of the then-current version of our Terms or any other SnapSpot policy, rules or codes of conduct relating to your use of our Platforms, your license to use our Platforms shall immediately terminate, and you must immediately stop using our Platforms. Some of our Platforms may contain additional rules or terms from time to time ("Supplementary Terms"), which may be relevant to specific services you use or subscribe to. By using those services, you agree to be bound by such additional rules and/or terms.

## **1 License**

### **1.1 Grant of a Limited License to use our Platforms**

Subject to your agreement and continuing compliance with our Terms and any other relevant SnapSpot policies, SnapSpot grants you a non-exclusive, non-transferable, non-sub-licensable, revocable limited license subject to the limitations below, to access and use our Platforms for your own property management purposes. You agree not to use our Platforms for any other purpose.

The following restrictions apply to the use of our Platforms:

You shall not create an Account or access our Platforms if you are under the age of 18. You accept full responsibility for any unauthorized use of our Platforms by minors. You are responsible for any use of your credit card or other payment instrument by minors or any other third party.

You shall not sell, rent, or give away your Account, create an Account using a false identity or information, or on behalf of someone other than yourself. You shall not use our Platforms if you

have previously been removed by SnapSpot, or previously been banned from using any of our Platforms.

You shall not use our Platforms to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk or spam e-mail or repetitive messages to anyone.

## **1.2 License Limitations**

Any use of our Platforms in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license, and may subject you to liability for violations of law or breach of contract.

You agree that you will not, under any circumstances:

- perform or encourage any illegal activities or commit fraud.
- fail to comply with applicable domestic, national, or international laws, rules, and regulations.
- reproduce, replicate, copy, alter, modify, create derivative works of or sell or re-sell any of our Content or information on our Platforms.
- use robots, spiders, or any other device, be it automated or manual, to monitor or copy any Content from our Platforms.
- use any of our Platforms for commercial purposes other than those provided for hereunder, including (without limitation), reformat and display the results of a search; mirror our home page or result pages on your website, or add a SnapSpot search box on your website. If you want to make commercial use of our Platforms, you are required to enter into an agreement with us.
- engage in any act that Snapspot deems to conflict with the spirit or intent of our Platforms or make improper use of SnapSpot's support services.
- use cheats, exploits, automation software, bots, hacks, mods, or any unauthorized third-party software designed to modify or interfere with our Platforms or any SnapSpot experience or without SnapSpot's express written consent, modify or cause to be modified any files that are a part of our Platforms.
- disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server ("Server") used to offer or support our Platforms or any SnapSpot application environment.
- institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon our Platforms, or other attempts to disrupt our Platforms or any other person's use or enjoyment of our Platforms.
- attempt to gain unauthorized access to our Platforms, Accounts registered to others or to the computers, servers, or networks connected to our Platforms by any means other than the user interface provided by SnapSpot, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of our Platforms.

- post, repost or share any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, constitutes hate speech or is otherwise objectionable or offensive.
- post, repost or share any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.
- attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, including SnapSpot employees, or including SnapSpot's customer service representatives.
- make available through our Platforms any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonate any other person, including without limitation a SnapSpot employee.
- reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide our Platforms or to obtain any information from our Platforms using any method not expressly permitted by SnapSpot; or
- solicit or attempt to solicit personal information from other users of our Platforms or collect or post anyone's private information, including personally identifiable information (whether in text, image, or video form), identification documents, or financial information through our Platforms.

SnapSpot reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms. SnapSpot reserves the right to act as a result, which may include terminating your Account and prohibiting you from using our Platforms in whole or in part.

## **2 Reporting Abuse**

Should you become aware of a breach of our Terms, we require you to notify us of such breach by e-mailing us at [admin@snapspot.co.za](mailto:admin@snapspot.co.za)

We will require you to furnish us with a description of the alleged breach and the location thereof.

We will, subject to the relevant provisions of any applicable laws, take such action as we may deem necessary and reasonable under the circumstances.

## **3 Suspension and Termination of Account and Service**

WITHOUT LIMITING ANY OTHER REMEDIES, SNAPSPOT MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO OUR PLATFORMS OR PORTIONS THEREOF IF YOU ARE, OR SNAPSPOT SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF OUR TERMS OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF OUR PLATFORMS, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USERNAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF OUR PLATFORMS AND SNAPSPOT IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE OUR PLATFORMS AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR PLATFORMS, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING OUR PLATFORMS IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR OUR TERMS.

SNAPSPOT RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

SnapSpot reserves the right to stop offering and/or supporting our Platforms or a particular application or part of our Platforms at any time, at which point your license to use our Platforms, or a part thereof will be automatically terminated. In such event, SnapSpot shall not be required to provide refunds, benefits, or other compensation to users in connection with such discontinued services. Termination of your Account can include disabling your access to our Platforms or any part thereof including any content you submitted, or others submitted.

You may terminate your Account at any time and for any reason by following the process described on our Platforms informing SnapSpot that you wish to terminate your Account.

#### **4 Our Platforms**

All rights, title and interest in and to our Platforms (including without limitation any applications, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-app chat transcripts, character profile information, recordings of application usage using the application client, and the SnapSpot application clients and server software) are owned by SnapSpot. SnapSpot reserves all rights, including without limitation, all intellectual property rights, or other proprietary rights, in connection with its platforms.

#### **5 Accounts**

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF SNAPSPOT.

Your Account login information and password ("User ID") is personal to you. You must keep your User ID and password confidential, not disclose it to any third party and must immediately inform us if a 3rd party gains access to it. You are solely responsible for all payments, use of, or activity on our Platforms under your User ID. You will not circumvent our User ID authentication procedures or systems, and are liable for any damage, loss or costs sustained by you, us or by any third party howsoever arising because of any actions by you or any third party, resulting from the use of your User ID.

## **6 Our Content**

"Content" refers to any information, data, files, text, software, music, sound, photographs, graphics, images, video, messages, comments, hyperlinks or tags and other material appearing on our Platforms and all applicable copyrights, trademarks, patents, logos, or other intellectual property rights displayed on our Platforms.

SnapSpot owns or is entitled to use all the Content made available on our Platforms. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any Content that appears on our Platforms, including without limitation the virtual goods or currency appearing or originating in any SnapSpot application, or any other attributes associated with an Account or stored on our Platforms.

Subject to these Terms, you may not, unless with our express consent -

- reproduce, publish, perform, broadcast, make an adaptation of, sell, lease, offer, expose, or otherwise transfer or use for commercial purposes any Content.
- decompile or reverse engineer the Content or reduce the Content to any format other than the format in which they were delivered.
- incorporate the Content into any other content for whatever purpose.
- remove any legal notices (such as copyright, trademark, or other proprietary rights notices) in or on the Content.

## **7 User Content**

"User Content" means any Content that you upload or transmit through our Platforms, or that other users upload or transmit, including without limitation any chat text. By transmitting or submitting any User Content while using our Platforms, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is included in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by SnapSpot in accordance with its Privacy Policy. SnapSpot reserves the right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content without notice for any reason or for no reason at any time.

Any User Content you transmit or post to publicly accessible areas on our Platforms shall be considered non-confidential and non-proprietary. To the full extent permitted by applicable law, we shall have no obligations to you or any third party with respect to such User Content.

You agree to adhere to applicable laws and our Terms and any user rules when posting or transmitting any User Content or material to our Platforms.

## **7.1 Content Screening**

SnapSpot assumes no responsibility for the conduct of any user submitting any User Content and assumes no responsibility for monitoring our Platforms for inappropriate Content or conduct. We do not, and cannot, pre-screen or monitor all User Content. Your use of our Platforms is at your own risk. By using our Platforms, you may be exposed to User Content that is offensive, indecent, or otherwise not in line with your expectations. You bear all risks associated with the use of any User Content available on or through our Platforms.

AT OUR DISCRETION, WE MAY MONITOR AND/OR RECORD YOUR INTERACTION WITH OUR PLATFORMS OR COMMUNICATIONS (INCLUDING WITHOUT LIMITATION CHAT TEXT) WHEN YOU ARE USING OUR PLATFORMS.

YOU HEREBY PROVIDE YOUR IRREVOCABLE CONSENT TO SUCH MONITORING AND RECORDING. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO EXPECTATION OF PRIVACY CONCERNING THE TRANSMISSION OF ANY USER CONTENT, INCLUDING WITHOUT LIMITATION CHAT TEXT OR VOICE COMMUNICATIONS.

If at any time SnapSpot chooses, in its sole discretion, to monitor our Platforms, SnapSpot nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content.

## **7.2 User Content used by Other Members of our Platforms**

Our Platforms may include various forums, blogs, and chat features where you can post User Content, including your observations and comments on designated topics. SnapSpot cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on our Platforms. SnapSpot shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

## **7.3 License to use User Content**

You hereby grant to SnapSpot an irrevocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign to third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, your User Content as well as all modified and derivative works thereof in connection with our provision of our Platforms, including marketing and promotions of our Platforms. You also hereby grant to SnapSpot the right to authorize others to exercise any of the rights granted to SnapSpot under these Terms. You further hereby grant to SnapSpot the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner.

You will retain ownership of the original User Content which you may upload, transmit or store when using our Platforms. We will own all compilations, collective works or derivative works created by us which may incorporate your User Content.

SnapSpot has no obligation to monitor or enforce your intellectual property rights in or to your User Content.

#### **7.4 User Interactions**

You are solely responsible for your interactions with other users of our Platforms and any other parties with whom you interact through our Platforms. SnapSpot reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with Snapspot to investigate any suspected unlawful, fraudulent, or improper activity, including, without limitation, granting Snapspot access to any password-protected portions of your Account.

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, affiliates, joint ventures, and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

#### **8 Third Party Content**

Our Platforms may include, from time to time, advertisements from third parties and/or external links to other websites possessing their own content or any other third-party content ("Third Party Content").

You acknowledge that the 3rd Party Content -

- is beyond our control and that any reliance on any representation, statement or information contained in Third Party Content is at your risk.
- cannot be verified by us and that we cannot be expected to determine its accuracy or reasonableness; and
- may contain representations, statements or information which does not represent the views, opinions, or beliefs of Snapspot, its associates, directors, employees or affiliates.

#### **9 Third Party Goods, Software and Services**

We may offer services or products of third parties, on our Platforms in conjunction with that of third parties.

We provide such services or products subject to the terms, conditions and limitations imposed by those third parties.

If those third parties change, suspend or stop providing such services or products, we may similarly change, suspend, or stop providing it to you. We may nevertheless endeavor to provide a similar such service in another way or by using another supplier or service provider.

When you acquire services or products from a third party through any of our Platforms, you understand and agree that -

- we do not endorse, recommend, or warrant any 3rd party goods or services.
- we are not a party to the contract between you and the third party.
- we are under no obligation to monitor the 3rd party service used by you.
- the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. We will not be liable to you for any reason under the contract with the third party.
- you will evaluate the product or service and the applicable terms and conditions before acquiring or using the product or service.

## **10 Communications and Opt-out**

You agree that SnapSpot or its affiliates may from time to time send you communications regarding our services or products. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications.

## **11 Updates to our Platforms**

You acknowledge that our Platforms are evolving. SnapSpot may require that you accept updates to our Platforms. You acknowledge and agree that SnapSpot may update our Platforms, with or without notifying you. You may need to update third party software from time to time to receive or use our Platforms.

## **12 Disclaimer of Warranties**

YOU USE OUR PLATFORMS AT YOUR OWN RISK.

OUR PLATFORMS IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SNAPSPOT DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE OUR PLATFORMS AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT OUR PLATFORMS WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE APPLICATION ON OUR PLATFORMS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WHILE WE ENDEAVOUR TO ENSURE THAT THE INFORMATION ON OUR PLATFORMS IS CORRECT, WE DO NOT WARRANT THE ACCURACY AND COMPLETENESS OF CONTENT ON OUR PLATFORMS OR THAT THE CONTENT AND TECHNOLOGY AVAILABLE FROM OUR PLATFORMS ARE FREE FROM ERRORS OR OMISSIONS, OR THAT IT WILL MEET YOUR INDIVIDUAL TASTES, PREFERENCES OR EXPECTATIONS.

INFORMATION, IDEAS AND OPINIONS EXPRESSED ON OUR PLATFORMS SHOULD NOT BE REGARDED AS PROFESSIONAL ADVICE OR OUR OFFICIAL OPINION AND YOU ARE ENCOURAGED TO CONSULT PROFESSIONAL ADVICE BEFORE TAKING ANY COURSE OF ACTION RELATED TO INFORMATION, IDEAS OR OPINIONS EXPRESSED ON OUR PLATFORMS.



### **13 Limitation of Liability; Sole and Exclusive Remedy; Indemnification**

SNAPSPOT SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR OUR PLATFORMS ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SNAPSPOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT SNAPSPOT IS FOUND LIABLE BY A COURT OF LAW, SNAPSPOT'S LIABILITY SHALL BE LIMITED TO THE AMOUNT YOU HAVE PAID TO SNAPSPOT IN ACCORDANCE WITH THESE TERMS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO SNAPSPOT DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND SNAPSPOT'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH SNAPSPOT IS TO STOP USING OUR PLATFORMS AND TO CANCEL YOUR ACCOUNT.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. To the extent that SnapSpot may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of SnapSpot's liability shall be the minimum permitted under such applicable law. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD SNAPSPOT HARMLESS FROM ANY CLAIM, DEMAND, DAMAGES OR OTHER LOSSES, INCLUDING REASONABLE ATTORNEYS' FEES, ASSERTED BY ANY THIRD-PARTY RESULTING FROM OR ARISING OUT OF YOUR USE OF OUR PLATFORMS, OR ANY BREACH BY YOU OF THESE TERMS, HOWEVER THE FOREGOING DOES NOT APPLY IF THE INFRINGEMENT OF RIGHTS IS NOT ATTRIBUTABLE TO YOUR INTENTIONAL OR NEGLIGENT BEHAVIOR.

### **14 Availability**

While we endeavor to ensure that our Platforms are normally available 24 hours a day, we shall not be liable if, for any reason, our Platforms are unavailable at any time or for any period.

Access to our Platforms may be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond our control.

We reserve the right to modify or discontinue the Platforms, or any features, at any time without notice to you.

### **15 Security and Privacy**

We will be entitled, subject to applicable laws, to take whatever action we may deem necessary and reasonable to preserve the security and reliability of our Platforms or the Content thereof.

You may not use our Platforms in any manner which may compromise the security of our network, or any other network connected to our network.

We take reasonable steps to secure your payment information. We use a payment system that is in our reasonable opinion sufficiently secure with reference to accepted technological standards and the type of the transactions concerned. Snapspot does not hold customer banking information and/or account details, this information is held and secured by the payment system/bank being utilized for transacting on our platforms.

SnapSpot will deal with your personal information in accordance with the provisions of our Privacy Policy.

## **16 Dispute Resolution and Law**

If a dispute arises between you and SnapSpot, we strongly encourage you to first contact us directly to seek a resolution by emailing us at [admin@snapspot.co.za](mailto:admin@snapspot.co.za)

You may approach any other relevant authority or dispute resolution body or refer the matter to Arbitration as set out below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by us.

You agree that any dispute between us shall be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Knysna South Africa and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.

The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.

The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.

Any payment default by you arising from, or in connection with, your use of our Platforms, will be excluded from the provisions of this clause and SnapSpot will be entitled to proceed to institute legal action against you.

## **17 Severability**

You and SnapSpot agree that if any portion of the Terms are found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

## **18 General Provisions**

### **18.1 Assignment**

SnapSpot may cede, delegate or in any other way transfer the Terms in whole or in part, to any person or entity at any time with or without your consent. You may not cede, delegate or in any other way transfer any rights or obligations under the Terms without SnapSpot's prior written consent, and any unauthorized assignment by you is ineffective.

### **18.2 Entire Agreement**

These Terms, any Supplementary Terms and any documents expressly incorporated by reference herein (including the SnapSpot Privacy Policy), contain the entire understanding of you and SnapSpot, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral, or written, or whether established by custom, practice, policy or precedent, between you and us with respect to our Platforms.

### **18.3 No Waiver**

The failure of SnapSpot to require or enforce strict performance by you of any provision of the Terms or failure to exercise any right under them shall not be construed as a waiver or relinquishment of SnapSpot's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by SnapSpot of any provision, condition, or requirement of the shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

Except as expressly and specifically set forth in this the Terms, no representations, statements, consents, waivers, or other acts or omissions by SnapSpot shall be deemed a modification of the Terms nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of SnapSpot.

### **18.4 Notices**

We may notify you via postings on our Platforms or by sending a notice or legal process to the address you provided when you registered to use our Platform, as amended by you from time to time. It is your responsibility to update your address whenever it changes.

All notices given by you or required from you under these Terms shall be in writing and addressed Snapspot Postnet suite 086 Private bag X31 Knysna 6570 or to Admin@snapspot.co.za

### **18.5 Force Majeure**

SnapSpot shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of SnapSpot, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond SnapSpot's control such as acts of God, war, terrorism, riots, protests, civil disobedience, embargoes, acts of government or military authorities,

fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials

## **18.6 Governing Law and Jurisdiction**

The Terms are governed by and interpreted in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. Subject to clause 16, you hereby consent to the exclusive jurisdiction of the courts of the Republic of South Africa.

By clicking here, you confirm that you have read, have understood, and have agreed to abide by all Snapspot Terms and Conditions, Subscription Terms of Service and the Snapspot Privacy Policy as set out below. You hereby warrant that you are duly authorized in your personal capacity and/or as a proxy for the company and/or organization you are herein to represent, to generate and to operate a user account on the Snapspot platform.

## **SUBSCRIPTION TERMS OF SALE SNAPSPOT PLATFORM**

These TERMS OF SALE ("**Terms of Sale**") together with the SYNERGISTECH PRIVACY POLICY and TERMS OF SERVICE (collective our "**TERMS**") govern the relationship between you, the Snapspot platform and its affiliates (hereinafter "Snapspot", or "Us" or "Our" or "We") regarding your use of all Snapspot platforms and Subscription Products and Services (the "**Subscription Products**") and related services (collectively, the "**Service**"). **IF YOU DO NOT AGREE TO OUR TERMS, PLEASE DO NOT USE OR OTHERWISE ACCESS OUR SERVICES.**

### **1. SUBSCRIPTION PRODUCTS**

Snapspot Subscription Products are only accessible on our Snapspot platforms. To list your properties and/or services on these platforms, you will need to purchase a Snapspot Subscription Product online.

You can view the available Subscriptions at Snapspot.co.za. Snapspot reserves the right to modify, suspend or remove the content, type, price, and availability of any Subscription Product at any time.

### **2. SUBSCRIPTION**

#### a. Subscription.

Your subscription to Snapspot Products, will re-charge at the end of the cycle stated at the time you subscribed ("Billing Period") unless and until you cancel your subscription, or we terminate it. You can view the date of your next scheduled payment by visiting our website and clicking on the "My Account" link. You will not receive a notice from us that your initial billing period has expired or that your subscription has re-charged. Subscriptions to the Snapspot platform may be cancelled at any point following an initial four-month period on the terms as detailed under Cancellations and Refunds in Paragraph 4 below.

#### b. Differing Subscriptions

Snapspot may at some point offer several types of subscriptions, including subscriptions to different Snapspot products, advertising space and special promotions. Any materially different terms from those described in these Terms of Sale will be disclosed at the time of purchase or in other communications made available to you. You can find specific details regarding your subscription by visiting our website and clicking on the “My Account” link. We reserve the right to change or terminate any offered subscriptions or promotions at any time.

### **3. BILLING**

#### a. Payment Method.

You can pay for your subscription with most credit cards (“Payment Method”). Do not sign up for a subscription by identifying a debit card in the credit card option. A debit card may also be known as a “check” or “ATM” card and typically has the word “debit” on it. You may edit your Payment Method information by visiting our website and clicking on the “My Account” link. If your payment is unsuccessful by reason of insufficient funds, expiration, or otherwise, you remain responsible for any uncollected amount.

#### b. Recurring Billing.

By placing an order for a subscription, you authorize Snapspot to charge to your Payment Method an upfront four-month recurring subscription fee. For example, you authorize us to charge your Payment Method the rate disclosed on the subscription screen for an upfront initial four-month Billing Period, and then thereafter to continue at regular four-monthly intervals. We automatically bill your Payment Method on the last day of each Billing Period. We reserve the right to change the timing of our billing in the event your Payment Method has not successfully settled. If your Payment Method is declined for an automatic payment of your subscription fee, you will have four (4) days to provide us a new Payment Method or your subscription will be terminated. Please see paragraph 4 for information regarding cancellations and refunds.

You acknowledge that the amounts charged during each Billing Period may vary for reasons that may include price changes or changes to your subscription, and you authorize us to charge your Payment Method for such varying amount on each Billing Period.

#### c. Price Changes.

We reserve the right to change subscription fees to any of our Subscription Products at any time. We will notify you of any changes if the regular fee for your subscription changes from what was stated at the time of your initial order. You will have an opportunity to cancel your subscription at that time. If you do not cancel your subscription, you will be charged the new subscription fee at your next Billing Period.

### **4. CANCELLATIONS AND REFUNDS**

#### a. Cancellations.

You may cancel your subscription at any time by going to My Account. You must cancel your subscription before it renews to avoid charges for the next Billing Period’s subscription fee. Accordingly, when you cancel, you cancel only future charges associated with your subscription, and

you will not receive a refund for the current Billing Period. Your cancellation will become effective at the end of your current Billing Period, and you will continue to have access to your subscription for the balance of the Billing Period.

Any purchases of products or services through any third party (e.g., plumbing services), are subject to that third party's payments and cancellation policies and procedures. Snapspot will not in any way be a party to those transactions and will not be held liable for any difficulties or losses you may incur. We operate solely as an organizational stage on which to simplify the process of managing your business and property affairs.

**b. Refunds.**

Payments are non-refundable, and there are no refunds or credits for partially used Billing Periods.

**5. E-SIGN DISCLOSURE AND CONSENT.**

By purchasing a Subscription Product and/or clicking "I agree to the Terms" box when you register for an account, you consent to receive notices, disclosures, agreements, policies, receipts, confirmations, transaction information, account information, other communications, and changes or updates to any such documents electronically (collectively, the "Electronic Communications"). We will provide these Electronic Communications by posting them on the Snapspot website, the "My Account" page, and/or emailing them to your primary email address associated with your Subscription Products. Electronic Communications will be deemed received by you within 24 hours of the time posted to our website or the "My Account" page, or within 24 hours of the time emailed to you unless we receive notice that the email was not delivered.

**a. System Requirements to Access Information.**

To receive Electronic Communications, you must have the following equipment and software:

- a computer or other device with an Internet connection.
- a current web browser that includes 128-bit encryption (e.g., Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled.
- Adobe Acrobat Reader version 8.0 and above to open documents in .pdf format.
- a valid email address (your primary email address associated with the Subscription Product); and
- sufficient storage space or other methods (e.g., a USB drive or secure online storage) to save past Electronic Communications or a printer to print them.

Your access to this page verifies that your system/device meets these requirements. You also confirm that you have access to the necessary equipment and can receive, open, print, or store Electronic Communications.

It is your responsibility to keep your primary email address up to date. You can change your primary email address on the "My Account" page. You agree that Electronic Communications sent to a primary email address that is incorrect, out of date, blocked by your service provider, or cannot be received due to your failure to maintain the system requirements, will be deemed to have been

provided to you. If an Electronic Communication is returned to us because your primary email address becomes invalid, we may deem your subscription to be inactive, and you will not be able to use the Subscription Products until we receive a valid, working primary email address from you.

We will notify you if there are any material changes to the hardware or software needed to receive Electronic Communications.

## **6. USAGE RESTRICTIONS**

You agree that you will not:

- a. Sell, distribute, license, rent, copy, or otherwise exploit any Subscription Product provided, or any element of it, for any purpose.
- b. Make any Subscription Product, or any element of it, available to other persons
- c. Make any Subscription Product, or any element of it, available on, or by, electronic bulletin boards, news groups, websites, blogs, FTP, or any other means of posting or transmitting material on the Internet, an online service, local, or wide area network
- d. Remove or obscure any copyright notice(s) from materials including hard-copy printouts
- e. Use any Subscription Product, or any element of it, to create any derivative work, product, or similar service, or merge any Subscription Product with any other product, database, or service
- f. Alter, amend, modify, translate, or change any Subscription Product, or any element of it
- g. Undertake any activity which may have a damaging effect on our or any of our third-party licensors' ability to achieve revenue through selling and marketing the Subscription Products
- h. Otherwise use any Subscription Product, or any element of it in a manner that would infringe the copyright or other proprietary rights contained within it
- i. Permit any third party to obtain access to any Subscription Product, or any element of it, through your computer or phone network
- j. Download or permit any third party to download any digital information to any storage media, including, but not limited to, system servers, USB sticks, hard drives, diskettes, CD-ROMs, and back-up cloud services.
- k. Disclose the username or password assigned by us to any person, firm, or company.

## **7 DISCLAIMERS OF WARRANTIES**

YOU USE OUR SUBSCRIPTION PRODUCTS AT YOUR OWN RISK.

OUR SUBSCRIPTION PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SNAPSPOT

DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE OUR SUBSCRIPTION PRODUCTS AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT OUR SUBSCRIPTION PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE APPLICATION OR OUR SUBSCRIPTION PRODUCTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WHILE WE ENDEAVOUR TO ENSURE THAT THE INFORMATION ON OUR SUBSCRIPTION PRODUCTS IS CORRECT, WE DO NOT WARRANT THE ACCURACY AND COMPLETENESS OF CONTENT ON OUR SUBSCRIPTION PRODUCTS OR THAT THE CONTENT AND TECHNOLOGY AVAILABLE FROM OUR SUBSCRIPTION PRODUCTS ARE FREE FROM ERRORS OR OMISSIONS, OR THAT IT WILL MEET YOUR INDIVIDUAL TASTES, PREFERENCES OR EXPECTATIONS.

INFORMATION, IDEAS AND OPINIONS EXPRESSED ON OUR SUBSCRIPTION PRODUCTS SHOULD NOT BE REGARDED AS PROFESSIONAL ADVICE OR OUR OFFICIAL OPINION AND YOU ARE ENCOURAGED TO CONSULT PROFESSIONAL ADVICE BEFORE TAKING ANY COURSE OF ACTION RELATED TO INFORMATION, IDEAS OR OPINIONS EXPRESSED ON OUR SUBSCRIPTION PRODUCTS.

## **8 LIMITATION OF LIABILITY; SOLE AND EXCLUSIVE REMEDY; INDEMNIFICATION**

SNAPSPOT IS MERELY AN ADMINISTRATIVE PLATFORM ON WHICH USERS ARE ABLE TO SIMPLIFY THEIR ADMINISTRATIVE FUNCTIONS, AND NOTHING MORE. ANY INTERACTION ON OUR PLATFORMS BETWEEN HOMEOWNERS, PROPERTY AGENTS AND MANAGERS, SUPPLIERS AND TENANTS, AND ANY OTHER USERS OF THE SNAPSPOT PLATFORM ARE CONDUCTED ON THE TERMS APPLICABLE TO THEIR OWN BUSINESS PRACTICES. SNAPSPOT IS NOT PARTY TO ANY OF THESE INTERACTIONS AND DEALINGS OR ANY PART THEREOF, AND MERELY FACILITATES AN ADMINISTRATIVE PLATFORM ON WHICH USERS MAY CONDUCT THEIR AFFAIRS. SNAPSPOT SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, INJURY, DEATH OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR OUR SUBSCRIPTION PRODUCTS ITSELF, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SNAPSPOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT SNAPSPOT IS FOUND LIABLE BY A COURT OF LAW, SNAPSPOT'S LIABILITY SHALL BE LIMITED TO THE AMOUNT YOU HAVE PAID TO SNAPSPOT IN ACCORDANCE WITH THESE TERMS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO SNAPSPOT DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND SNAPSPOT'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH SNAPSPOT IS TO STOP USING OUR SUBSCRIPTION PRODUCTS AND TO CANCEL YOUR ACCOUNT.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. To the extent that Snapspot may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Snapspot's liability shall be the minimum permitted under such applicable law. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD SNAPSPOT HARMLESS FROM ANY CLAIM, DEMAND, DAMAGES OR OTHER LOSSES, INCLUDING REASONABLE ATTORNEYS' FEES, ASSERTED BY ANY THIRD-PARTY RESULTING FROM OR ARISING OUT OF YOUR USE OF OUR SUBSCRIPTION PRODUCTS, OR ANY BREACH BY YOU OF THESE TERMS, HOWEVER THE FOREGOING DOES NOT APPLY IF THE INFRINGEMENT OF RIGHTS IS NOT ATTRIBUTABLE TO YOUR INTENTIONAL OR NEGLIGENT BEHAVIOR.



## **9 AVAILABILITY**

While we endeavor to ensure that our Subscription Products are normally available 24 hours a day, we shall not be liable if, for any reason, our Subscription Products are unavailable at any time or for any period.

Access to our Subscription Products may be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond our control.

We reserve the right to modify or discontinue the Subscription Products, or any features, at any time without notice to you.

## **10 SECURITY AND PRIVACY**

We will be entitled, subject to applicable laws, to take whatever action we may deem necessary and reasonable to preserve the security and reliability of our Subscription Products.

You may not use our Subscription Products in any manner which may compromise the security of our network, or any other network connected to our network.

We take reasonable steps to secure your payment information. We use a payment system that is, in our reasonable opinion sufficiently secure with reference to accepted technological standards and the type of the transactions concerned. Snapspot does not hold credit card details of subscribers and any users of this platform, these are held by the payment system/bank which processes our payments

Snapspot will deal with your personal and required banking information in accordance with the provisions of our Privacy Policy.

## **11 DISPUTE RESOLUTION AND LAW**

If a dispute arises between you and Snapspot, we strongly encourage you to first contact us directly to seek a resolution by going to our customer portal at [admin@snapspot.co.za](mailto:admin@snapspot.co.za)

You may approach any other relevant authority or dispute resolution body or refer the matter to Arbitration as set out below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by us.

You agree that any dispute between us shall be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Knysna Western Cape South Africa and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.

The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.

The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.

Any payment default by you arising from, or in connection with, your use of our Subscription Products, will be excluded from the provisions of this clause and Snapspot will be entitled to proceed to institute legal action against you.

## **12 SEVERABILITY**

You and Snapspot agree that if any portion of the Terms are found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

## **13 GENERAL PROVISIONS**

### **a. Assignment**

Snapspot may cede, delegate or in any other way transfer the Terms in whole or in part, to any person or entity at any time with or without your consent. You may not cede, delegate or in any other way transfer any rights or obligations under the Terms without Snapspot's prior written consent, and any unauthorized assignment by you is ineffective.

### **b. Entire Agreement**

These Terms, any Supplementary Terms and any documents expressly incorporated by reference herein (including the Synergistech Privacy Policy), contain the entire understanding of you and Snapspot, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to our Subscription Products.

### **c. No Waiver**

The failure of Snapspot to require or enforce strict performance by you of any provision of the Terms or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Snapspot's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Snapspot of any provision, condition, or requirement of the Terms shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

Except as expressly and specifically set forth in the Terms, no representations, statements, consents, waivers, or other acts or omissions by Snapspot shall be deemed a modification of the Terms nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of Snapspot.

### **d. Notices**

We may notify you via postings on our Subscription Products or by sending a notice or legal process to the address you provided when you registered to use our Subscription Products, as amended by you from time to time. It is your responsibility to update your address whenever it changes.

All notices given by you or required from you under these Terms shall be in writing and addressed to: [Admin@snapspot.co.za](mailto:Admin@snapspot.co.za)

#### e. Force Majeure

Snapspot shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Snapspot, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Snapspot's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

#### f. Governing Law and Jurisdiction

The Terms are governed by and interpreted in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. Subject to clause 11, you hereby consent to the exclusive jurisdiction of the courts of the Republic of South Africa.

### **PRIVACY POLICY**

**By using our Platforms, you are agreeing to the provisions of this Privacy Policy ("Policy") and the processing of your data, including your personal information, in the manner provided in this Policy. If you do not agree with the provisions of this Policy, please do not use our Platforms.**

Synergistech (Pty) Ltd. and its affiliates ("SnapSpot", "us", "we", or "our") are devoted to protecting the privacy of our users ("users" or "you"). This Policy describes how we handle information that we collect or receive from you when you interact with our Platforms. Our platforms refer to our websites, any changes in, or additional sites; mobile sites, mobile applications, emails, social media platforms or any other technology or mechanism you may use to interact with us and any related services.

#### **INFORMATION WE COLLECT AND RECEIVE**

SnapSpot receives and collects information as described in this Policy.

#### **Our Websites**

Whilst browsing our platforms, your computer's operating system, Internet Protocol (IP) address, access times, browser type and language and referring website addresses may be logged automatically. In addition, we may ask you to submit, and we may process data that is personal to you, including but not limited to your name, profile photo, gender, age or birthday, business information, property information and images, certificates, personal information, links to your profiles on social networking websites and other third-party sites, usernames and e-mail, mail addresses and physical location.

#### **Forums/Private Messages**

Our Platforms may offer publicly accessible blogs, private messages, or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them.

#### **Social Media (Features) and Widgets**

Our Platforms may include Social Media Features, such as the Facebook Like button and Widgets, such as the Share this button or interactive mini programs that run on our site. These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Platforms. Your interactions with these Features are governed by the privacy policy of the third party providing it.

### **Our applications**

When you use any of our applications on a mobile device, we may collect and record certain information such as your unique device ID (persistent / non-persistent), hardware type, media access control ("MAC") address, international mobile equipment identity ("IMEI"), the version of your operating system ("OS"), your device name, your email address (if you have connected to Facebook or Google+), and your location (based on your Internet Protocol ("IP") address).

We may collect your location-based information for the purpose of providing you with the correct version of the application, to allow you to create an event in your region, to interact with users within your region and to deliver relevant third-party content based on your location. If you no longer wish to allow us to track or use this information, you could manage your location settings on your device. Please note, the application may not work properly if we are unable to tell where you are located (Country specific).

In addition, we create a unique user ID to track your use of our Platforms. This unique user ID is stored in connection with your profile information to track the events that you create and join.

### **Sign-in Services**

You can log in to our Platforms using our sign-in facility. This facility will authenticate your identity and provide you the option to share certain personal information with us such as your name, email address, property details, banking details, business details, and resume to pre-populate our sign-up forms.

We may also collect and record your information through an external (SN) sign-in facility in accordance with the policies and terms of that SN Service provider. The information we collect when you connect your user account to an SN Service may include: (1) your name, (2) your SN Service user identification number and/or user name, (3) locale, city, province and country, (4) sex, (5) birth date, (6) email address, (7) profile picture or its URL, and (8) the SN Service user identification numbers of your friends that are also connected to us, (9) transaction-related information, such as when you make purchases, respond to any offers, or download or use applications from us, (10) information you provide us when you contact us for help.

If you want us to delete the data we receive from SN Services about you, please contact us at [admin@snapspot.co.za](mailto:admin@snapspot.co.za).

### **Invite friends**

We may offer you the opportunity to invite your contacts from a SN Service, through your contacts list on your device or through other services providers so that those contacts can join you on our Platforms.

Such contact information will be used only for the purpose of sending communications to the addressee.

### **Push Notifications**

We may occasionally send you push notifications through our mobile applications to inform you of updates and other service-related information that may be of importance to you. You may at any time opt-out from receiving these types of communications by managing your platform settings on your device.

### **Service Use Data Collection**

Whenever you use our systems, we may collect data about your interactions within our Platforms and with the other members within our Platforms via server log files. This information may be associated with your member ID, IP address or device ID, for the purpose of improving the management of our Platforms.

### **Other Collection**

We may also acquire information from you (1) that you provide to us directly, whether through our Platforms or via phone, text messages, social media, fax or any other medium, (2) through your access and participation in message boards or by posting comments or content on our Platforms, (2) through your participation in surveys on our Platforms, (3) through your participation in competitions or promotions on our Platforms, (4) information you give to us by registering for certain of our services through our Platforms.

### **Mobile Analytics**

We use mobile analytics software to allow us to better understand the functionality of our mobile software on your device. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any personal information you submit within the mobile application.

### **Third Party Services**

We cannot be held responsible for third party use of your information gathered outside of our Platforms even if our Platforms contain links to third party sites or services. Any link to third party content, sites or services does not constitute our sponsorship or affiliation with such third parties, nor are we responsible for any action of such third parties. Please note that we do link specific portions of our Platforms and services to third party content in order to provide our users with

added features and value. We urge our users to exercise the same prudence in evaluating any 3rd party sites, ie : payment facilities and gateways services and content, before submitting personal information to such third parties.

### **Ad Networks**

We may feature advertising within our Platforms. The advertisers may collect and use information about you, such as your service session activity, device identifier, MAC address, IMEI, geo-location information and IP address. They may use this information to provide advertisements of interest to you.

In addition, you may see our Platforms advertised in other services and on third party sites. After clicking on one of these advertisements and installing our application, you will become a user of our Platforms. In order to verify the installs, a device identifier may be shared with the advertiser.

### **How We Use Information**

We use information collected through our Platforms for purposes described in this Policy or disclosed to you on our Platforms. For example, we may use your information to:

- create user profiles or accounts and allow users to use our Platforms.
- identify and suggest connections with other service users.
- identify your location in order to provide location-based content.
- for troubleshooting and to operate and improve our Platforms.
- understand usage trends.
- develop and analyze your use of our Platforms in order to understand you and your preferences to enable us to enhance your experience and enjoyment of our Platforms.
- respond to your comments and questions and provide customer service.
- provide and deliver products and services you request.
- send you related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- to contact you about your experience with our Platforms and communicate with you about promotions, rewards, upcoming events, and other news about products and services offered by us and our selected partners.
- enable you to communicate with other users; and
- link or combine it with other information we get from third parties, to help understand your preferences and provide you with better services.

### **Disclosure of Your information**

We may disclose information as approved by you and as defined in this Policy and described below:

- as required by law, to comply with a subpoena, a court order, or similar legal process.

- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, to investigate fraud, or respond to a government request.
- with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them and have agreed to adhere to the rules set forth in this Policy.
- to a purchaser or potential purchaser, if we are involved in a merger, acquisition, or sale of our business.
- to advertisers and third-party advertising networks and analytics companies as described in this Policy.
- aggregate or anonymous information about you with advertisers, publishers, business partners, sponsors, and other third parties.

### **Changes to this Policy**

We may update this Policy to reflect changes to our information practices. Any changes we may make to this Policy will be posted on our Platforms and, where appropriate, notified to you in the appropriate manner. We encourage you to periodically review this page for the latest information on our privacy practices.

### **Security**

We take reasonable measures to protect your information from unauthorized access or against loss, misuse, or alteration by third parties.

Although we make good faith efforts to store the information, we received from you or collected through our Platforms in a secure operating environment that is not available to the public, we cannot guarantee the absolute security of that information during its transmission or its storage on our systems. Further, while we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining access to information.

### **Access to Personal Information**

If your personal information changes, or if you no longer desire our service, you may correct, update, or delete inaccuracies or information by making the change within your account settings or by contacting us at [admin@snapspot.co.za](mailto:admin@snapspot.co.za)

If you choose to use Facebook Connect to interact with our Platforms or services, the information you provide is tied to your Facebook account. You will need to contact Facebook directly in order to request removal of personal information from our blog or community forum.

### **Data Retention**

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to

provide you services, contact us at [admin@snapspot.co.za](mailto:admin@snapspot.co.za). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **Opting Out of Marketing**

You may opt-out of receiving promotional emails from us by following the instructions in the promotional emails or by emailing us at [admin@snapspot.co.za](mailto:admin@snapspot.co.za). If you opt-out, we may still send you non-promotional emails, such as service or maintenance notices, emails about your accounts or our ongoing business relations.

### **International Transfer**

We may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. Please note that these countries and jurisdictions may not have the same data protection laws as your own jurisdiction.

### **International Users**

We are based in and operate from South Africa, and, regardless of where you use or access our Services, your information may be transferred to and maintained on servers located in South Africa (or elsewhere in the world). Please note that any information we obtain about you will be stored in accordance with South African privacy laws, regulations, and standards, which may not be equivalent to the laws in your country of residence. By using our platforms, you consent to this collection, transfer, storage and processing of information to and in South Africa.

### **Your Consent**

By using our Platforms, you are consenting to our processing of your information as set forth in this Policy now and as amended by us. "Processing" means any operation or activity or any set of operations, whether automatic or not, concerning personal information, including collecting, receiving, recording, organizing, collating, storing, updating, modifying, retrieving, altering, using, transmitting, distributing, merging, linking, erasing or destruction of information.

### **Governing law and jurisdiction**

This Policy is governed by and interpreted in accordance with the laws of South Africa without giving effect to any principles of conflict of law, with you irrevocably consenting to the exclusive jurisdiction of the courts of South Africa in respect of all proceedings arising out of or pursuant to this Policy.



