

TERMS AND CONDITIONS FOR THE SHEQ APPLICATION

Last updated *01 February 2024*

1. AGREEMENT TO TERMS

- 1.1. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you", "your") and **SHEQ 365 (PTY) LTD** ("we," "us" or "our"), concerning your access to and use of our application (the "Application").
- 1.2. You agree that by accessing the Application, you have read, understood, and agree to be bound by all of these Terms and Conditions Use.
- 1.3. If you do not agree with all of these terms and conditions, then you are expressly prohibited from using the application and you must discontinue use immediately.
- 1.4. Supplemental terms and conditions or documents that may be posted on the Application from time to time are hereby expressly incorporated herein by reference.
- 1.5. 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.
- 1.6. We will 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.
- 1.7. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. 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 by your continued use of the Application after the date such revised Terms are posted.
- 1.8. The information provided on the Application is 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 the Application from locations outside the borders

of the Republic of South Africa do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. Unless otherwise indicated, the Application is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Application (collectively, the "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 and unfair competition laws of the Republic of South Africa, foreign jurisdictions, and international conventions.
- 2.2. The Content and the Marks are provided on the Application "as is" for your information and personal use only.
- 2.3. Except as expressly provided in these Terms of Use, no part of the Application and no 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.
- 2.4. Provided that you are eligible to use the Application, you are granted a limited license to access and use the Application and to download or print a copy of any portion of the Content to which you have properly gained access, solely for your non-commercial use.
- 2.5. We reserve all rights not expressly granted to you in and to the Application, Content, and the Marks.

3. USER REPRESENTATIONS

- 3.1. By using the Application, you represent and warrant that:
 - 3.1.1. all registration information you submit will be true, accurate, current, and complete;
 - 3.1.2. you will maintain the accuracy of such information and promptly update such registration information as necessary;
 - 3.1.3. you have the legal capacity to agree to these Terms and Conditions;
 - 3.1.4. you agree to comply with these Terms of Use;
 - 3.1.5. you are not a minor in the jurisdiction in which you reside;
 - 3.1.6. you will not access the Application through automated or non-human means, whether through a bot, script or otherwise;
 - 3.1.7. you will not use the Application for any illegal or unauthorized purpose; and
 - 3.1.8. your use of the Application will not violate any applicable law or regulation.
- 3.2. 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 use of the Application(or any portion thereof).

4. USER REGISTRATION

- 4.1. You may be required to register to use the Application.
- 4.2. You agree to keep your password confidential and will be responsible for all use of your account and password.
- 4.3. 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.

5. **PROHIBITED ACTIVITIES**

- 5.1. You may not access or use the Application for any purpose other than that for which we make the Application available.
- 5.2. The Application may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.
- 5.3. As a user of the Application, you agree not to:
 - 5.3.1. Systematically retrieve data or other content from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
 - 5.3.2. Make any unauthorized use of the Application, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
 - 5.3.3. Use the Application to advertise or offer to sell goods and services;
 - 5.3.4. Circumvent, disable, or otherwise interfere with security-related features of the Application, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Application and/or the Content contained therein;
 - 5.3.5. Engage in unauthorized framing of or linking to the Application;
 - 5.3.6. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
 - 5.3.7. Make improper use of our support services or submit false reports of abuse or misconduct;
 - 5.3.8. 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;
 - 5.3.9. Interfere with, disrupt, or create an undue burden on the Application or the networks or services connected to the Application;
 - 5.3.10. Attempt to impersonate another user or person or use the username of another user;
 - 5.3.11. Sell or otherwise transfer your profile;

- 5.3.12. Use any information obtained from the Application in order to harass, abuse, or harm another person;
- 5.3.13. Use the Application as part of any effort to compete with us or otherwise use the Application and/or the Content for any revenue-generating endeavour or commercial enterprise;
- 5.3.14. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application;
- 5.3.15. Attempt to bypass any measures of the Application designed to prevent or restrict access to the Application, or any portion of the Application;
- 5.3.16. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Application to you;
- 5.3.17. Delete the copyright or other proprietary rights notice from any Content;
- 5.3.18. Copy or adapt the Application's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- 5.3.19. 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 Application or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Application;
- 5.3.20. 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");
- 5.3.21. 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 Application, or using or launching any unauthorized script or other software;

- 5.3.22. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Application; and
- 5.3.23. Use the Application in a manner inconsistent with any applicable laws or regulations.

6. USER GENERATED CONTRIBUTIONS

- 6.1. The Application may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").
- 6.2. Contributions may be viewable by other users of the Application and through 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:
 - 6.2.1. 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;
 - 6.2.2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and these Terms of Use;
 - 6.2.3. 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 Application and these Terms of Use;

- 6.2.4. Your Contributions are not false, inaccurate, or misleading;
 - 6.2.5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
 - 6.2.6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
 - 6.2.7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
 - 6.2.8. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another;
 - 6.2.9. Your Contributions do not violate any applicable law, regulation, or rule;
 - 6.2.10. Your Contributions do not violate the privacy or publicity rights of any third party;
 - 6.2.11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
 - 6.2.12. Your Contributions do not violate any law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
 - 6.2.13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, physical or mental handicap;
 - 6.2.14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.
- 6.3. Any use of the Application in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Application.

7. CONTRIBUTION LICENCE

- 7.1. By posting your Contributions to any part of the Application, 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.
- 7.2. The use and distribution may occur in any media formats and through any media channels.
- 7.3. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.
- 7.4. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.
- 7.5. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions.
- 7.6. We are not liable for any statements or representations in your Contributions provided by you in any area on the Application.
- 7.7. You are solely responsible for your Contributions to the Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.
- 7.8. We have the right, in our sole and absolute discretion to:
 - 7.8.1. edit, redact, or otherwise change any Contributions;
 - 7.8.2. re-categorize any Contributions to place them in more appropriate locations on the Application; and

7.8.3. pre-screen or delete any Contributions at any time and for any reason, without notice.

7.9. We have no obligation to monitor your Contributions.

8. SUBMISSIONS

8.1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Application ("Submissions") provided by you to us are non-confidential and shall become our sole property.

8.2. 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.

8.3. 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.

8.4. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

9. THIRD-PARTY WEBSITES AND CONTENT

9.1. The Application may contain (or you may be sent via the Application) 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").

9.2. 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 Application or any Third-Party Content posted on, available through, or installed from the Application, 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.

- 9.3. 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.
- 9.4. If you decide to leave the Application 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 of Use no longer govern any such use of Third-Party Websites and/or content.
- 9.5. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Application or relating to any applications you use or install from the Application.
- 9.6. Any purchases 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.
- 9.7. 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.
- 9.8. 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.

10. **APPLICATION MANAGEMENT**

10.1. We reserve the right, but not the obligation, to:

- 10.1.1. monitor the Application for violations of these Terms of Use;
- 10.1.2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;

- 10.1.3. 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 or any portion thereof;
- 10.1.4. in our sole discretion and without limitation, notice, or liability, to remove from the Application or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
- 10.1.5. otherwise manage the Application in a manner designed to protect our rights and property and to facilitate the proper functioning of the Application.

11. PRIVACY POLICY

- 11.1. We care about data privacy and security.
- 11.2. Please review our Privacy Policy <https://www.sheq365.co/temp/terms-and-conditions/>
- 11.3. By using the Application, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use.
- 11.4. Please be advised the Application is hosted in the Republic of South Africa. If you access the Application 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 use of the Application or Services, you are transferring your data to the Republic of South Africa, and you expressly consent to have your data transferred to and processed in the Republic of South Africa.

12. COPYRIGHT INFRINGEMENTS

- 12.1. We respect the intellectual property rights of others.
- 12.2. If you believe that any material available on or through the Application infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification").

12.3. A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

12.4. If you are not sure that material located on or linked to by the Application infringes your copyright, you should consider first contacting an attorney.

13. TERM AND TERMINATION

13.1. These Terms of Use shall remain in full force and effect while you use the Application.

13.2. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the application (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 of use or of any applicable law or regulation.

13.3. We may terminate your use or participation in the site or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

13.4. 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.

13.5. 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.

14. MODIFICATIONS AND INTERRUPTIONS

14.1. We reserve the right to change, modify, or remove the contents of the Application at any time or for any reason at our sole discretion without notice.

14.2. However, we have no obligation to update any information on our Application.

- 14.3. We also reserve the right to modify or discontinue all or part of the Application without notice at any time.
- 14.4. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Application.
- 14.5. We cannot guarantee the Application will be available at all times.
- 14.6. We may experience hardware, software, or other problems or need to perform maintenance related to the Application, resulting in interruptions, delays, or errors.
- 14.7. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Application at any time or for any reason without notice to you.
- 14.8. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Application during any downtime or discontinuance of the Application.
- 14.9. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Application or to supply any corrections, updates, or releases in connection therewith.

15. **GOVERNING LAW**

- 15.1. These Terms of Use and your use of the Application are governed by and construed in accordance with the laws of the Republic of South Africa applicable to agreements made and to be entirely performed within the Republic of South Africa.

16. **DISPUTE RESOLUTION**

- 16.1. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "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 (except those Disputes expressly provided below) informally for at least 10 business days before

initiating formal legal action. Such informal negotiations commence upon written notice from one Party to the other Party.

- 16.2. Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the High Court of South Africa, and the Parties hereby consent to, and waive all defences of lack of jurisdiction.

17. CORRECTIONS

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

18. DISCLAIMER

- 18.1. The Application is provided on an ‘as-is’ and ‘as-available’ basis.
- 18.2. You agree that your use of the Application services will be at your sole risk.
- 18.3. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Application and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 18.4. We make no warranties or representations about the accuracy or completeness of the Application’s content or the content of any websites linked to this application and we will assume no liability or responsibility for any:
- 18.4.1. errors, mistakes, or inaccuracies of content and materials;
 - 18.4.2. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Application;
 - 18.4.3. Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;

- 18.4.4. Any interruption or cessation of transmission to or from the Application;
 - 18.4.5. Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Application by any third party, and/or
 - 18.4.6. 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 Application.
- 18.5. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Application, 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.
- 18.6. 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.

19. LIMITATIONS OF LIABILITY

- 19.1. 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 Application, even if we have been advised of the possibility of such damages.
- 19.2. 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 amount paid, if any, by you to us during the past 3 months prior to any cause of action arising.

20. INDEMNIFICATION

- 20.1. 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 attorneys' fees on an attorney and client scale, and expenses, made by any third party due to or arising out of:

20.1.1. your Contributions;

20.1.2. use of the Application;

20.1.3. breach of these Terms of Use;

20.1.4. any breach of your representations and warranties set forth in these Terms of Use;

20.1.5. your violation of the rights of a third party, including but not limited to intellectual property rights; or

20.1.6. any overt harmful act toward any other user of the Application with whom you connected via the Application.

21. USER DATA

21.1. We will maintain certain data that you transmit to the Application for the purpose of managing the Application, as well as data relating to your use of the Application.

21.2. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Application.

21.3. 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.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

22.1. Visiting the Application, sending us emails, and completing online forms constitute electronic communications.

22.2. 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 Application, satisfy any legal requirement that such communication be in writing.

22.3. 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 Application.

22.4. 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.

23. MISCELLANEOUS

23.1. These Terms of Use and any policies or operating rules posted by us on the Application constitute the entire agreement and understanding between you and us.

23.2. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

23.3. These Terms of Use operate to the fullest extent permissible by law.

23.4. We may assign any or all of our rights and obligations to others at any time.

23.5. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

23.6. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

23.7. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Application.

23.8. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

23.9. You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

24. **CONTACT US**

24.1. In order to resolve a complaint regarding the Application or to receive further information regarding use of the Application, please contact us at:

Postal Address:

68 Hertzog Avenue
Pierre van Ryneveld
Centurion 0157

Attention:

Rudie Coetzee

Telephone No: +27 82 619 5838

E-mail Address: info@sheq365.co