

**EFFECTIVE DATE: 1 AUGUST 2024**

**VERSION: 1**

## **APP & WEBSITE TERMS OF USE**

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#### ***Your responsibility***

You are responsible for Your Users' actions and adherence to the App & Website Terms.

You must ensure that Your Users keep their login credentials confidential and promptly notify Us when You learn of any compromise of accounts or credentials.

#### ***Changes to our Website or App***

We may, from time to time, at Our sole discretion, make changes to the Website and App to maintain or enhance its quality, cost efficiency and performance.

Any changes We make to the Website or the App will not materially reduce the general functionality thereof.

### ***Support***

If You require support regarding the App, You must submit the request for support via email to our support@sava.africa email address.

### ***Use of the App***

You must not:

- disassemble, reverse engineer, modify, or create derivative works of Our Website or App;
- use the Website or App in violation of any applicable law;
- circumvent or disable any security features or other aspect of the Website or App, in any manner, attempt to gain unauthorised access to the Website or App;
- use the Website or App to transmit unlawful material or to store or transmit material in violation of third-party privacy rights;
- use the Website or App to store or transmit any material that may infringe the intellectual property or other rights of third parties; or
- knowingly or negligently use the Website or App in a way that abuses or disrupts Our servers.

### ***Our rights***

Should We suspect that You are not abiding by the Website and App Terms of Use, We can:

- conduct audits of your use of the Website and the App; and
- suspend Your use of the Website and the App.

The suspension of your access will not impact any rights that We may have against You.

We reserve the right to place reasonable storage or bandwidth limits on your use of the App if we determine that You are misusing the Website or the App.

### ***Feedback***

If You provide Us with ideas, comments or suggestions relating to the Website or App (the “Feedback”), then:

- all intellectual property rights in that Feedback, and anything created as a result of that Feedback (including new material, enhancements, modifications or derivative works), are owned solely by Us; and
- We may use or disclose the Feedback for any purpose.

### ***Content publish on Our Website***

**The content on our Website or the App is for general purposes only and does not constitute legal, financial or business advice.**

**We are not responsible for any loss or damage of any nature You suffer because You relied on content published on Our Website or App.**

Any content published on Our Website or App is subject to change without notice.

### ***Third-party integrations***

We may integrate other software as part of Our App and make it available to You (the “Integrations”).

The Integrations may be subject to third-party terms and conditions. Where no such terms and conditions are provided, **You acknowledge and agree that You will be responsible to the applicable third-party software provider for any loss, claim or damage suffered or incurred by that third-party software provider if You breach any terms or conditions of the third-party software provider.**

### ***Third-party links***

The Website and the Content available through the Website may contain links to third-party websites (‘Third-Party Websites’) unrelated to Our Website.

If You link to Third-Party Websites, You may be subject to the terms and other policies of those Third-Party Websites, and You take responsibility for complying with such terms and policies.

We do not endorse any content displayed on any Third-Party Website.

### ***Intellectual property rights***

Our Content and the trademarks, service marks, and logos (the “Intellectual Property”) are owned by or licensed to Us and are subject to copyright and other intellectual property rights.

You must not use, copy or distribute any of the Intellectual Property for any commercial purpose.

If You download or print a copy of the Intellectual Property for personal use, You must retain all copyright and other proprietary notices contained therein.

### ***Availability of App***

To use the App, You must have access to a stable and secure internet connection.

**We are not liable for any loss You sustain due to Your failure to use a stable and secure internet connection.**

We will try to ensure the App is always available. However, it is possible that on occasion, the App may be unavailable if something happens that is outside of Our Control.

Things outside Our control include the unavailability of any telecommunications system or networks which We rely on to provide the App to You.

In cases where something happens outside Our control:

- We will not be responsible for any failure to perform any of Our obligations to You; and
- Our obligations will be suspended for as long as such interruptions continue.

***Disclaimer***

**You acknowledge and agree that:**

- **use of the Website and the App is entirely at your own risk; and**
- **the Website and the App are provided on an “as is” basis without any warranties.**

**All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed.**

**We make no warranties or representations about the accuracy or completeness of the Website’s or the App’s Content and assume no liability or responsibility for any -**

- **errors, mistakes or inaccuracies;**
- **unauthorised access to or use of our Website or App for any personal or financial information stored therein;**
- **interruption or cessation of transmission to or from the Website or the App;**
- **bugs, viruses, trojan horses or the like, which may be transmitted to or through the Website or App by any third-party; or**
- **errors or omissions in any Content or loss or damage of any kind incurred due to the use of any Content transmitted or otherwise made available via the Website or the App.**

***Limitation of liability***

**We, Our shareholders, directors, employees or agents, will not be liable for indirect, incidental, special, consequential or exemplary damages (even if we have been advised of the possibility of such damages) resulting from any aspect of Your use of the Website or the App.**

***Information to be provided under ECTA***

Full name: Sava Technologies (Pty) Ltd

Main business address of receipt for legal service: 3 Alice Lane, 4th Floor, Sandton, Gauteng, South Africa

Compliance Officer: zola@sava.africa

An Authorised Financial Services Provider, : FSP number: 53169.

Webmaster: Eduardo Koloma Eduardo Koloma

Official Website: <https://www.sava.africa/>

Email address: support@sava.africa