

Agreement to Snappy Terms and Conditions

Please read these Terms and Conditions ("Terms") carefully before using the Snappy web application operated by Snappy Ltd.

These Terms are a legal agreement between you, either an individual or a single legal entity ("You", "you" or "your"), and Snappy Ltd. ("Snappy", "us", "we", or "our").

These Terms govern your use of any Snappy online services ("Services"), the Snappy website ("Site"), the Snappy mobile application distributed with this Agreement and any other software provided by Snappy, including any updates and any accompanying written documentation ("Software").

Collectively, the Software, the Site and the Services may be referred to as the "Products."

By using any Products, you agree that you have read, understood, and agree to be bound by all of the Terms.

If you do not agree with the Terms, then you are expressly prohibited from using the Products and you must discontinue use immediately.

You may use the Products only if you have the legal power and capacity to form a contract with Snappy. If you are using the Snappy Products on behalf of a legal entity, your acceptance of these Terms is deemed an agreement between this legal entity and Snappy and you represent and warrant that you have authority to bind this legal entity to these Terms.

Eligibility

You must be at least eighteen (18) years old to use the Products. By agreeing to the Terms, you represent and warrant to us that you are at least eighteen (18) years old and, that your registration and your use of the Products is in compliance with any and all applicable laws and regulations for the jurisdiction in which you reside.

Updates to the Terms and Conditions

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change.

It is your responsibility to review these Terms frequently and to remain informed of any changes to them.

The then-current version of these Terms will supersede all earlier versions.

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 by your continued use of the Products after the date such revised Terms are posted.

Accounts

If you are an employee or agent of a Snappy merchant, you could be invited by the merchant to sign up for a user account. In this case you will receive an invitation to create an account with us via your mobile number.

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your Snappy account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

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.

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with your account. You must immediately notify Snappy of any unauthorized uses of your account or any other breaches of security.

If you lose access to your mobile number which you used for registering your Snappy account, you may lose access to your Snappy account.

Snappy has no liability of any kind (whether by contract, tort or otherwise) for any unauthorized access to your account as a result of your actions or inaction's.

User Generated Content

Our Products may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, and otherwise make available certain information, text, graphics, videos, photographs, comments, suggestions, personal information or other material (collectively, "Content").

You are responsible for the Content that you post to the Products, including its legality, reliability, and appropriateness.

By posting Content to the Products, you grant us the right and license to use, modify, store, transmit, copy, perform, display, reproduce, and distribute such Content on and through the Products.

When you upload Content, you give to Snappy Ltd a worldwide, non-exclusive, royalty-free, transferable licence (with right to sub-licence) to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Products and otherwise in connection with the provision of the Products and Snappy Ltd business.

The aforementioned rights and license also includes allowing us to use third-party service providers (such as Microsoft Azure Services) in the operation and administration of the Products and the rights granted to us are extended to these third parties to the degree necessary in order for the Products to be provided.

You represent and warrant that:

- the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and
- the posting of your Content on or through the Products does not violate the proprietary rights, privacy rights, publicity rights, copyrights, contract rights or any other rights of any third party.

Any use of the Products in violation of the aforementioned violates these Terms and may result in, among other things, termination or suspension of your rights to use the Products.

Third Party Content and Websites

The Products may contain (or you may be sent via the Products) links to other websites ("Third-Party Websites") as well as offers, articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Products or any Third-Party Content posted on, available through, or installed via the Products, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site 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 no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Products or relating to any applications you use or install from the Products. 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.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites or via Third Party Content and you shall hold us harmless from any harm caused by your purchase of such products or services or acceptance of such offers.

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.

Coupons, Rewards, Gifts and Prizes

Coupons, Rewards, Gifts and Prizes which are offered via the Products, are offered by third party merchants.

Therefore Snappy is not responsible for failure by a merchant (for any reason) to honour Coupons, Rewards, Gifts and Prizes offered via the Products.

Each Coupons, Rewards, Gifts and Prize as well as a Campaign could also have its own specific restrictions and terms of use. Please read these additional restrictions carefully prior to your participation in a competition / campaign or redemption of a coupon. Examples of such specific terms of use can include:

- Expiration dates
- Day of week and time of day when a coupon or reward is eligible for redemption
- Location where redemption of Coupons and Rewards / Gifts / Prizes are possible

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Products infringes the copyright or other intellectual property infringement ("Infringement") of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Products, you must submit your notice in writing to our Notice and Takedown Officer via email at dmca@snappy.ai to the attention of "Copyright Infringement".

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Products are covered by the notice, a representative list of such works on the Products;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

Where appropriate, you should include information relating to the status of the material in question (i.e. where you hold a Trademark, or own the Copyright to an image). This will enable us to deal with your request promptly.

A copy of your notice will be sent to the person who posted or stored the material addressed in the notice. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a notice. Thus, if you are not sure that material located on or linked to by the Products infringes your copyright, you should consider first contacting an attorney.

We will review each objection on its merits and pending our inquiries, may remove or disable access to the relevant material from our Products.

Anti-Spam Requirements

It is possible to refer your fellow employees to third party merchant campaigns via the Products. As a user of the Products, you must therefore adhere to some very strict rules with regards to any referral messages you send. These rules must be adhered to in all countries, but you may find that your country has additional requirements.

As a user of the Products, which specifically includes the distribution, promotion or communication of a webpage hosted on Snappy, you hereby expressly warrant, represent and agree that:

- you will strictly adhere to the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act of 1991 (TCPA) and the relevant anti-spam laws of the countries your recipients of your referral messages live in;
- you acknowledge that you are the sole or designated “sender” (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under the Act) of any message sent by you;
- you agree you will not access or otherwise use third party mailing lists or otherwise prepare or distribute mass unsolicited commercial messages (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act);
- you have the necessary consent and permissions from your invitee to send them a referral or invitation message;
- you will not email, text or message any person whom you do not personally know;
- you will not “spam” anyone with messages that will be deemed of a commercial nature;
- you will not use automated systems or bots through any channel to distribute, post or respond to your referral code;
- you will not use scripts, programed or automatic diallers to send invites or to communicate referral codes;

- you will not post referral codes on event or venue pages, without express permission from the owner;
- you will not transmit referral codes to a social network user's inbox, news feed or wall without the express permission of that social network user.

Consent to Receive Communication

As a user of the Products:

- you agree to receive in app notifications, emails and messages from Snappy from time to time; and
- you agree to receive coupons and invitations to campaigns from third-party merchants via the Products from time to time.

Intellectual Property

The Product and its original content (excluding Content provided by users), features, functionality, website designs, software and databases are and will remain the exclusive property of Snappy Ltd and its licensors.

The Products are protected by patent (Patent Application No. 2020/00075), copyright, trademark and other intellectual property laws of South Africa and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Snappy Ltd.

Use of the Products

Subject to these Terms, Snappy grants you a limited, non-exclusive, non-transferable and revocable license to access the Site and use the Services and Software. You acknowledge that certain third party code may be provided with the Software and that the license terms accompanying that code will govern its use.

You acknowledge that Snappy or third parties own all right, title and interest in and to the Products, including all intellectual property rights. Except for the license granted in these Terms, Snappy and its licensors retain all rights in the Products, and no implied licenses are granted to you.

You may not access the Products if you are our direct competitor, except with our prior written consent. In addition, you may not access the Products for purposes of monitoring the Products' availability, performance or functionality, or for any other benchmarking or competitive purposes.

You specifically agree that you will not, nor will you permit another person to:

- sublicense, lease, rent, loan, transfer or distribute any portion of the Products;
- modify, adapt, translate or create derivative works from the Products;
- decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Products; or

- remove, obscure, or alter any trademark, copyright or other proprietary rights notices displayed in the Software or on the Site.

Prohibited Activities

Without limiting any other provision of these terms of use, you may not access or use the Products for any purpose other than that for which we make the Products available.

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

- Systematically retrieve data or other content from the Products to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Site, 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.
- Circumvent, disable, or otherwise interfere with security-related features of the Products, or enforce limitations on the use of the Products and.
- Engage in unauthorized framing of or linking to the Site.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- 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.
- Interfere with, disrupt, or create an undue burden on the Products or the networks or services connected to the Products.
- Attempt to impersonate another user or person or use the username of another user.
- Sell or otherwise transfer your profile.
- Use any information obtained from the Products in order to harass, abuse, or harm another person.
- Use the Products as part of any effort to compete with us or otherwise use the Products and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Products.
- Attempt to bypass any measures of the Products designed to prevent or restrict access to the Products, or any portion of the Products.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Products to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Product's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, harmful computer code, 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 Products or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Products.
- 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"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

- 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 Products, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Products.
- Use the Products in a manner inconsistent with any applicable laws or regulations.
- Infringe the intellectual property or other rights of third parties.

Modifications and Interruptions

Snappy reserve the right to change, modify, or remove the contents of the Product at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Products without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Products.

While not obligated to do so, Snappy will use commercially reasonable efforts to notify you of any such action by sending you an e-mail, an in-client message or by posting relevant information on the Site.

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

Term and Termination

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

Without limitation, we may suspend or terminate your use if you use the Products in any way that may cause us legal liability or disrupt others' use of the Snappy Products or damage to our business or reputation, or for any other reason.

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

If you wish to terminate your account, you may simply discontinue using the Products.

Upon termination, your right to use the Products will immediately cease. You acknowledge that if your access to the Products is suspended or terminated, you may no longer have access to Content, Coupons and Campaign history that is stored with the Products.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

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.

Indemnification

This indemnity obligation will survive the termination or expiration of your account and this Agreement.

You agree to defend, indemnify, and hold us harmless (including our successors, subsidiaries, affiliates, and all of our respective officers, directors, agents, licensors, partners, suppliers, sales agents and employees) from and against any claims, loss, action, damage, liability, claim, penalties, fines, or demand, costs or debt, and expenses (including but not limited to attorneys' fees and expenses), suffered or sustained by Snappy or instituted against Snappy by any third party pursuant to or arising out of:

- your Content;
- your use and access to the Products (by you or any person using your account);
- a breach by you of this Agreement;
- any breach of your obligations, representations and warranties set forth in this Agreement;
- your violation of the rights of a third party, including but not limited to intellectual property rights; or
- your contravention or violation of any applicable anti-spam legislation;
- any overt harmful or unlawful act toward any other user of the Products with whom you connected via the Products.
- your contravention or violation of any laws and regulations in connection with your use of the Products.

If any action is brought against Snappy for which indemnity may be sought from you, Snappy will promptly notify you in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims.

You will reimburse Snappy upon demand for any payments made, damages or loss suffered based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or

settlement of claims, demands, or actions. You will not settle any such claims, demands or actions without the prior written consent of Snappy, which consent will not be unreasonably withheld.

Disclaimer

Although utilizable by experienced users, the Software is still being developed, tested and evaluated. The Software has not only been released for sale and distribution on a limited scale.

The Products are provided on an as-is and as-available basis. You agree that your use of the site, the services and the software will be at your sole risk.

To the fullest extent permitted by law, Snappy, our suppliers, resellers, partners and licensors expressly disclaim all warranties of any kind, express or implied, in connection with the Products and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

In particular, Snappy, our suppliers, resellers, partners and licensors make **no warranty** that:

- the Products will meet your requirements;
- your use of the Products will be timely, uninterrupted, secure or error-free;
- any information obtained by you as a result of the Products will be accurate or reliable; and
- any defects or errors in the Products will be corrected;
- any content , third party content or the content of any websites linked to and from the Products is accurate or complete.

We will assume no liability or responsibility for any:

- errors, mistakes, or inaccuracies of content and materials,
- personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Products,
- any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,
- any interruption or cessation of transmission to or from the Products,
- any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Products by any third party, and/or
- 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 Products.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the products, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitation of Liability

In no event shall Snappy Ltd, nor its directors, employees, partners, agents, suppliers, licensors or affiliates, be liable to you or any third party for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, revenue, data, use, goodwill, cost of procurement of substitute goods or services or other damages, resulting from

- your access to or use of or inability to access or use the Products;
- any conduct or content of any third party on the Products;
- any content obtained from the Products; and
- unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory.

This limitation in liability shall apply whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Notwithstanding anything to the contrary contained herein, our aggregate liability to you for any causes whatsoever and regardless of the form of the action, will at all time be limited to twenty US dollars (\$20). You specifically agree that this damages limitation is a fundamental element of the basis of the agreement between you and Snappy.

Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

Exclusions

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will Snappy Ltd ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Products, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by Snappy Ltd or any person for whom Snappy Ltd is responsible, and even if Snappy Ltd has been advised of the possibility of such loss or damage being incurred.

Governing Law

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

General

These Terms and any policies or operating rules posted by us on the Site or in respect to the Products constitute the entire agreement and understanding between you and us.

Our failure to exercise or enforce any right or provision of these Terms shall not be considered as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Products. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

You agree that, except as otherwise expressly provided in these Terms, there will be no third-party beneficiaries to this agreement. You agree that any claim or cause of action related to these Terms or the use of the Products must be filed within one (1) year after the cause of action arose or be forever barred.

You may not assign or transfer any of your rights or obligations under these Terms to a third party without the prior written consent of Snappy. We may assign any or all of our rights and obligations to others at any time without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Privacy Policy

We care about data privacy and security. Please refer to our Privacy Policy. You agree that they constitute part of these Terms. You must read our Privacy Policy before you use the Products.

Contact Us

If you have any questions about these Terms, please contact us by email: info@snappy.ai