

## TERMS OF SERVICE

Please read the following information carefully. This Terms of Service Agreement (“Terms”) governs your use of the website under the domain name www.appnido.co.za (“Site”), the software application entitled “appnido” (the “App”) and related services available or accessible through the Site and App (the “Services”) that are offered by appnido LLC. (“appnido” or “Company” or “We” or “Us”).

**THIS SITE, APP, AND RELATED SERVICES ARE PROVIDED SUBJECT TO YOUR COMPLIANCE WITH THE TERMS SET FORTH BELOW AND ALL APPLICABLE LAWS AND REGULATIONS. BY CLICKING THE “I AGREE” BUTTON BELOW, DOWNLOADING THE APP, COMPLETING THE SIGN UP PROCESS, BROWSING THE SITE, AND/OR ACCESSING OR USING THE SERVICES, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE REPRESENTING. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED WHEN YOU REGISTER ON THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND WITH ANY OF THE TERMS, YOU ARE PROHIBITED FROM ACCESSING OR USING THIS SITE. THE MATERIALS CONTAINED WITHIN THE SITE, APP, AND SERVICES ARE PROTECTED BY APPLICABLE COPYRIGHT AND TRADEMARK LAW.**

### 1. DESCRIPTION OF SERVICES

- a. **This Site is a Venue.** This Site provides a venue for people seeking services for their home (“Homeowners”) to connect with people who want to provide those services (“Servicers,” and collectively with Homeowners, “Users”). appnido is not a referral, matching or placement service and does not provide, refer, place, offer or seek to obtain employment or engagements for any of its Users.

appnido has no obligation to screen or verify the identity or background of any User. appnido does not screen or verify the training or experience of any of the Users, including Users who have Subscriptions, or any content submitted by a User or anyone other than appnido (“User Content”), including but not limited to User Profiles and Reviews. appnido has no control over the accuracy, reliability, completeness or timeliness of Profiles, Reviews, affiliations or other User Content submitted on the Services, and makes no representations about any such User Content on the Services.

appnido further makes no representations about the Servicers or the Homeowners. You should make your own assessments of the persons or services you decide to interact with, engage or provide services to.

- b. **Transactions Are Solely Between Users. APPNIDO IS NOT INVOLVED IN THE TRANSACTIONS BETWEEN SERVICERS AND HOMEOWNERS.** Users arrange for the services solely between themselves, and appnido is not a party to any of those arrangements. appnido does not have control, supervise or provide any training or equipment to the Servicers, and has no control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of the services provided by Servicers.

Because the Company is not involved in User-to-User dealings or control the behavior of Users, Users must resolve any issues, disputes or concerns directly with each other, including any issues regarding payments to a Servicer or services received by a Homeowner. As set forth in the Disclaimer of Liability Section, you agree to release appnido from any claims or liability that may arise from any disputes between you and other Users.

- c. **appnido is not an employment service and does not serve as an employer of any User.** As such, Users are solely responsible (and appnido is not responsible), for any tax, withholding or reporting, including, but not limited to, unemployment insurance or payroll withholding tax or income reporting in connection with any services provided by Users. You understand and agree that if appnido is found to be liable for any tax, withholding tax or reporting obligation in connection with any services provided or received by you, then you will immediately reimburse and indemnify appnido for all costs, expenses and liabilities (including any interest and penalties) relating to the same.

If requested by appnido, you agree to provide appnido with such identification documents (including tax numbers, copies of passports, ID's and driver's licenses) or other information as may be needed or requested by appnido.

## 2. REQUIREMENTS TO USE OUR SERVICES

By requesting to use, signing up to use and/or using our Services, you represent and warrant that:

a. **if you are a Homeowner:**

- i. **Minimum Age** You are an individual at least 18 years of age and at least the legal age of majority in the state in which you reside; and
- ii. **Criminal History.** You and each member of your household (a) have/has never been convicted of, or is/are currently pending trial for, any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, and (b) have/has not been and are/is not currently required to register as a sex offender with any government entity.

b. **if you are a Servicer:**

- i. **Minimum Age** You are an individual at least 18 years of age and at least the legal age of majority in the state in which you reside;
- ii. **Legal Right to Work.** You have the legal right to work in South Africa; and
- iii. **Criminal History.** You and each member of your household (a) have/has never been convicted of, or is/are currently pending trial for, any felony or misdemeanor, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, and (b) have/has not been and are/is not currently required to register as a sex offender with any government entity.

**APPNIDO HAS NO OBLIGATION TO CONDUCT BACKGROUND OR VERIFICATION CHECKS ON ITS USERS.** However, we reserve the right to conduct such checks and/or to verify your account

and registration information and the representations and warranties you have made, which may include, without limitation, our using third party service providers to conduct criminal background checks or identity verification checks or to perform other background or verification services, and, using available public records, including information available on online social networks and other online sources, each to the extent permitted by law.

**USER AGREES TO RELEASE APPNIDO AND APPNIDO'S AFFILIATED PARTIES FROM ANY CLAIMS REGARDING ANY MISSTATEMENTS AND MISREPRESENTATIONS MADE BY ANY USERS OF THIS SITE. ("Affiliated Parties" means appnido's officers, directors, members, agents, assignees, representatives, marketing partners, licensors, independent contractors and employees.)**

### **3. INFORMATION ON USE OF OUR SERVICES.**

- a. **Registration and Account Information.** When you register for our Services, you will be asked to create an account and to provide us with certain information about yourself, and if you are a Servicer, your company (your "**Information**"). Your Information will be used in accordance with appnido's Privacy Policy (see below). You are responsible for providing accurate, current and complete information in connection with your account registration, including the information provided through any online social platform used to register with our Services.

appnido may, either during or after the registration process, request further information from you and/or use third party services, to verify your account or registration information.

As a User, you are responsible for maintaining the confidentiality of your password and account login, and you are solely responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password or account.

- b. **Personal Use Only.** Your account is for your own personal use, and you may not permit anyone else to use your account. Our Services are intended to be used by people who want to find, select, review and connect with other Users so they can receive, provide or share information about, services for homeowners. Any use of this Service for any other purpose, (including but not limited to using the Services or information obtained from through the Site or App to solicit, advertise to or contact Users for any other purpose) is prohibited.

You may not transmit any chain letters, junk or spam e-mail to other Users, or use any information obtained from the Services to harass, abuse or harm another person. To protect Users from such activity, we reserve the right to take appropriate actions, including, but not limited to, restricting the number of messages which a User may send to other Users through the Services in any 24-hour period, terminating Subscriptions and/or accounts or blocking users with certain IP addresses from accessing the Services.

- c. **Use of Other Users' Personal Information.** You may from time to time receive personal information of another User. For example, upon confirmation of a booking, Users will be provided with each other's contact information. Any personal information you receive may only be used for the specific purpose it was provided to you in connection with the Site, App and/or Services. Servicers may not contact Homeowners, and Homeowners may not contact Servicers, for any purpose other than asking a question, providing information, or making arrangements related to a booking through our Services.
- d. **Circumvention of Site and Services.** You may not use our Services, or information obtained from the Site or App, for the purposes of circumventing or attempting to circumvent appnido's messaging tools or booking platform, including for the purpose of avoiding the obligation to pay fees related to appnido's provision of the Services.
- e. **Other Prohibited Uses.** You are prohibited from violating or attempting to violate any security features of our Site, App, and/or Services, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of any part Services, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of malware, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Services; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by appnido in providing the Services. Any violation of system or network security may subject you to civil and/or criminal liability.
- f. **Risk Assumption and Precautions.** You assume all risk when using our Services, including, but not limited to, all of the risks associated with any online or offline interaction with others. You agree to take all necessary precautions when meeting other Users.
- g. **Privacy Policy.** You represent and warrant that you have read and understood our Privacy Policy.
- h. **No Violation of Laws.** Your use of our Services, including, but not limited to, the User Content you post on the Site or App, must be in accordance with all applicable laws and regulations.
- i. **Reporting of Violations.** You agree to report to us promptly any violation of these Terms or any alleged improprieties of any Users. You can contact us

at [support@appnido.co.za](mailto:support@appnido.co.za).

- j. **Group Affiliations.** Users may have the option to list certain school or local group affiliations as part of their Profile, and appnido may add Users into these groups from time to time. Unless expressly stated otherwise, appnido is not affiliated with any of these listed organizations nor does appnido verify the User's membership with such listed organization.

#### **4. USER CONTENT AND COMMUNICATION RULES AND GUIDELINES.**

As a User of our Services, you may have the opportunity to post or transmit User Content, such as User profiles ("**Profiles**"), reviews of Servicers ("**Reviews**"), and messages to other Users or on group forums. You are solely responsible for any User Content you post through the Service or transmit to other Users, and once posted or transmitted, cannot always be withdrawn.

- a. **Content and Communication Restrictions.** You will not post on the Site and/or App, transmit to other Users, communicate any content (including links to content), or otherwise engage in any activity on the Site, App, and/or through the Services, that:
  - i. contains photographs or images of another person, unless you are that person's Homeowner or legal guardian;
  - ii. contains others' copyrighted content unless you have written permission from the copyright owner;
  - iii. contains or discloses another person's personal information without his or her written permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
  - iv. implies that the User Content is in any way endorsed or sponsored by appnido;
  - v. is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind;
  - vi. is intended to harass, annoy, threaten or intimidate any other Users of the Services;
  - vii. is false, misleading, defamatory, inaccurate, abusive, obscene, profane, sexually oriented, or otherwise objectionable;
  - viii. involves the transmission of junk mail, chain letters, or unsolicited mass mailing or spamming, phishing, trolling or other similar activities;
  - ix. contains any malware (including but not limited to viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices);
  - x. is off-topic, meaningless, or otherwise intended to annoy or interfere with others' use of the Site, App, and/or any part of the Services;
  - xi. uses scripts, bots or other automated technology to access the Site, App, and/or any part of the Services;
  - xii. attempts to circumvent appnido's messaging tools or booking platform, or attempts to avoid applicable appnido fees;

- xiii. otherwise violates (A) the rights of third parties, including rights of privacy or publicity, or (B) violates applicable laws and regulations.
- b. **Content Removal.** We may, but we have no obligation to, monitor User Content submitted on the Site, including Profiles, Reviews or other User Content. We may remove any such information, and material that in our sole opinion either (i) violates, or may violate, any applicable law or either the letter or spirit of these Terms, (ii) might be offensive, illegal or that might violate the rights, harm, or threaten the safety of Users or others, or (iii) is determined to be inappropriate for any other reason at the sole discretion of appnido.
- c. **Our Right to Use Your User Content.** By posting User Content to the Services, you grant, and you represent and warrant that you have the right to grant, to appnido, its Affiliated Parties, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.
- d. **Review Guidelines.** Homeowners will have the opportunity to provide Reviews about Servicers they have used. Reviews should not include any personal information about a Servicer that is not disclosed in the Servicer's public Profile (for example, the Review should not include or reference a Servicer's address or phone number). Reviews should be limited to your firsthand experience (not what you heard from someone else) and should be factually accurate. You should avoid broad generalizations and exaggerations. If appropriate, you should update your reviews to reflect new experiences. As with other User Content, we reserve the right to remove any Review that we feel, in our sole discretion, violates these guidelines.

## 5. TERMINATION.

- a. **By appnido.** appnido may, in its sole discretion, for any reason or no reason, with or without notice (i) terminate or suspend your Subscription and/or your account and your access to the Services, and/or (ii) remove your Profile and/or any content posted by or about you, from the Services. Unless otherwise decided by appnido, such termination, suspension, and/or removal will be effective immediately. Following any termination or suspension of any User's Subscription and/or account, appnido may send a notice of the termination or suspension to other Users you have corresponded with. If your account has been terminated by appnido, you may not re-register without appnido's consent (and if you are permitted to re-register, your previous information and activity, including any fee credits, may no longer be available).
- b. **By User.** As a User, you may terminate your account at any time by going to My Account and then Settings and then clicking on "Deactivate my account." You may re-register at any time, but your previous information and activity, including any fee credits and any

User Content you may have created, may no longer be available. If you have a Subscription, you may cancel it in accordance with the Section on Payment, Subscription, Cancellation and Refund Policies.

- c. **Effect of Termination.** Upon the termination of your account, you will no longer have access to the portions of the Services that require account registration. If your account is terminated, your Profile will no longer be displayed, but other User Content you have posted or transmitted (e.g., Reviews, messages to other Users) may or may not (in our sole discretion) remain on the Services. Any User Content associated with your account after your account's termination may not be available to you if you re-register with appnido. Upon the termination of your Subscription, you will no longer have access to Team Services, but you will continue to have access to your account and portions of the Services that are available to Users who do not have Subscriptions. If following the termination or cancellation of your Subscription and/or account, you continue to access and use other portions of the Services, your use will continue to be governed by these Terms. In addition, regardless of your discontinuation to use or access the Services these Terms will continue in full force and effect.

## **6. THIRD PARTY SITES.**

The Services may include links to other websites (including other sites that are framed within the Services) or applications, or functionality to connect with other websites such as Facebook (each, a "**Third Party Site**") or advertisements. We do not control or endorse any Third Party Site or advertisements, and we are not responsible for any content, product, advertising and other materials presented in or provided by such Third Party Site or advertisement. Your use and access of a Third Party Site is at your own risk, and is subject to the terms and conditions for such Third Party Site.

## **7. PAYMENT, SUBSCRIPTION, CANCELLATION AND REFUND POLICIES.**

- a. **Fees and Subscriptions.** Where indicated on the Services, fees are charged to access and use certain features within the Services. For example, Users may purchase subscriptions memberships, and access passes, ("**Subscriptions**") to use and access certain Services ("**Team Services**") that are not available to Users who do not have Subscriptions.

Services, including the Subscription plans and the Team Services available under such plans, and fees (including which Services are charged fees) are subject to change or termination by appnido from time to time without notice.

Users who use these fee-based Services agree to pay appnido the applicable fees then in effect. In addition, Users authorize appnido to charge their chosen payment provider for use of the Services. appnido reserves the right to correct any errors or mistakes that it makes, even if it has already requested or received payment. **All fees and charges are nonrefundable and there are no refunds or credits once your account has been billed, including if there is any change to the Subscription plans or Team Services available thereunder.**

Subscriptions, fee credits (if any), and any other items or benefits associated with a User's Subscription are nontransferable.

- b. **Subscription Renewals and Cancellation.** Subscriptions will continue until cancelled by the User. At the end of your Subscription period, your Subscription will automatically renew for the same Subscription period (for example, Solo, Team, or Business Subscription) at the then-current Subscription rate for the applicable Subscription plan, unless you cancel your Subscription before it renews. For example, if you signed up for a Business Subscription plan, at the end of the initial month, if you haven't yet cancelled your Subscription, your Subscription will be automatically renewed for another month period at the then-current rate for Business Subscriptions. For any automatic renewal, you authorize appnido to charge your selected payment method the then-current applicable fee in accordance with the Subscription plan you selected.

To cancel your subscription, send an e-mail with the subject: "Subscription cancellation" to [support@appnido.co.za](mailto:support@appnido.co.za) and make sure you include your appnido account's email address. The cancellation will be effective at the end of your then current Subscription term. If you cancel your Subscription, you will continue to have access to your Team Services associated with your Subscription until the cancellation becomes effective. **All fees and charges are nonrefundable and there are no refunds or credits once your account has been billed, including if you cancel your Subscription and/or account.**

All Team Services cease when your Subscription's cancellation becomes effective; your Subscription will not renew thereafter. Upon the effective cancellation of your Subscription, you will no longer have access to Team Services, but you will continue to have access to your account and portions of Services that are available to Users who do not have Subscriptions. Cancelling your Subscription will not delete your account. You can deactivate your account on your account page.

- c. **Free Trials and Promotional Offers.** appnido may offer limited time, free trial Subscriptions or Promotional Offers from time to time. Users under a free trial Subscription will have access to such Team Services as decided by appnido. appnido may require a User to provide the User's payment information to start a free trial. For such free trials, appnido may automatically charge the User for the Subscription on the first day following the end of the free trial period, on a recurring monthly basis or as otherwise described in the offer for the free trial. To avoid such charges, Users with free trial Subscriptions must cancel their Subscription before the end of the free trial period. Promotional Offers, which may include discount codes or account credits toward fees, may be subject to expiration dates and may only be applicable to select Users.
- d. **Payment Information.** If you purchase a Subscription (or have a free trial Subscription), use appnido's Online Payment Service or otherwise use any of appnido's fee-based Services, you agree to appnido storing your payment card information. Users with



Subscriptions are responsible for maintaining current and accurate payment card information associated with their accounts. Without limiting the Section on Termination, appnido may terminate a User's Subscription and/or account if the User's payment card information is expired or is otherwise invalid.

#### **8. ONLINE PAYMENT SERVICE.**

appnido offers an online payment service ("**Online Payment Service**") to facilitate payments from Homeowners to Servicers. The Online Payment Service may be subject to availability based on geographic area, Subscription enrollment or other basis, as determined by appnido. Servicers must accept payments through the Online Payment Service and, where available, Homeowners booking with Servicers may choose to make payments online to Servicers.

- a. **Overview and Nature of Online Payment Services.** The Online Payment Service is an optional service provided by appnido to Homeowners. The Online Payment Service may be subject to availability based on geographic area, Subscription enrollment or other basis, as determined by appnido.

The Online Payment Service is provided solely as a conduit for payments between Homeowners and Servicers, and Homeowners retain sole control over the timing and amount of all payments. Payments are disbursed to Servicers only as instructed by the Homeowners and only with funds provided and controlled by Homeowners. appnido exercises no management or oversight functions in connection with the Online Payment Service.

- b. **Accepting Online Payments.** Servicers must accept online payments from Homeowners. Upon registration with appnido, or at such other time or times as determined by appnido, Servicer must provide and/or confirm his or her deposit account information to appnido (payments made to a Servicer by Homeowners through the Online Payment Service will be deposited in such deposit account). To ensure proper payment, Servicer is responsible for providing and maintaining accurate contact and payment information associated with the Servicer's account. appnido shall transmit funds to Servicer as paid and directed by Homeowner.

**Servicers acknowledge and understand that appnido does not have any control over the timing and amount of payments authorized by Homeowners. appnido shall not be responsible for any nonpayment or late payments made by Homeowners.**

**By using the Online Payment Service, Homeowner hereby directs and authorizes appnido to charge Homeowner's payment card in accordance with these Terms and Conditions. Such charges, once authorized, are final.**

- c. **Responsibilities of Users.** You understand and agree that Users are responsible for any applicable tax, withholding or reporting, including, but not limited to, any applicable unemployment insurance or payroll withholding tax or income reporting in connection with any payments made using the Online Payment Service. You understand and agree that if appnido is found to be liable for any tax, withholding tax or reporting obligation in connection with any payments made through the Online Payment Service, then you will immediately reimburse and indemnify appnido for all costs, expenses and liabilities (including any interest and penalties) relating to the same.

You understand and agree that you are solely responsible for determining your applicable tax withholding, reporting and payment requirements, and your ability to use the Online Payment Service in compliance with such requirements, in consultation with your tax advisors.

- d. **Agreement to Pay.** If, for any reason, appnido does not receive payment for any amounts that a Homeowner has authorized to be paid through Homeowner's use of the Online Payment Service, Homeowner agrees to pay such amount immediately upon demand by appnido. Homeowner also agrees to pay any interest charges, attorneys' fees and other costs of collection incurred by appnido in collecting the authorized but unpaid amounts. However, nothing in this paragraph imposes any obligation on appnido to pursue collection of such amounts.
- e. **Disclaimer of Warranties and Release for Online Payment Services.** In addition to (and without limiting in any way) the Section on Disclaimer of Warranty and Limitations of Liability listed below, appnido expressly disclaims any warranties of any kind, whether express or implied, statutory or otherwise with respect to the Online Payment Service. appnido provides the Online Payment Service on an AS-IS basis, and your use of the Online Payment Service is at your own discretion and risk.

**YOU AGREE TO RELEASE APPNIDO AND ITS AFFILIATED PARTIES FROM ANY CLAIMS, DEMANDS, DAMAGES, LIABILITY, COSTS OR EXPENSES, OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE ONLINE PAYMENT SERVICE.**

- f. **Termination of Modification of Payment Services.** appnido reserves the right to modify, suspend or terminate the Online Payment Service at anytime, with or without prior written notice. In addition, appnido may, in its sole discretion, suspend or terminate the right of any individual Homeowner or Servicer to use the Online Payment Service.

## **9. MOBILE PUSH NOTIFICATIONS.**

Users of appnido's mobile applications may have the option to receive push notification alerts from appnido. If push notification alerts are available, you will be given an option to consent to

receiving them after you download the application. You may also adjust your push notification settings after you have downloaded the application in your mobile device settings.

#### **10. PROMOTIONAL OFFERS AND CREDITS.**

From time to time, appnido may offer special promotions, credits, awards or discounts (“**Promotions**”). All Promotions will be run at the sole discretion of appnido, and can be modified or terminated at any time by appnido with or without advance notice. Promotions may be offered on a limited time basis and may be subject to certain restrictions, terms and conditions (which will be described at the time of the Promotion). As part of a Promotion, appnido may offer fee or reward credits to its Users. Fee or reward credits are non-transferrable, not redeemable for cash, and may be subject to other terms and conditions.

#### **11. INTELLECTUAL PROPERTY RIGHTS.**

- a. **Copyright.** All materials on the Services other than User Content are either owned by appnido or are the property of appnido’s suppliers or licensors. You may not use these materials except as we give you written permission to do so.
- b. **Trademarks.** The service marks and trademarks “appnido” and the appnido logo are owned by appnido. Any other trademarks, service marks, logos and/or trade names appearing on the Services are the property of their respective owners. You agree that you recognize the rights of appnido and the respective third parties in those marks. You may not copy or use any of these marks, logos or trade names without the written permission of the owner.
- c. **Ownership and Use.** appnido retains ownership of its intellectual property rights and you have no rights to appnido’s intellectual property or appnido’s rights in its intellectual property. Except to the extent you are actually reading materials on the Services as you use the Services (or downloading or printing such materials for your personal reference), you have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the Services, other than User Content you create.
- d. **Your Content.** Other than the non-exclusive license granted to appnido with respect to User Content (described in the Section on User Content and Communication above), appnido will not acquire an ownership interest in the User Content you post.

#### **12. DISPUTES.**

If any disputes or disagreements arise between a Homeowner and a Servicer relating to the services provided by Servicer or payments made by or due from Homeowner, the Homeowner and the Servicer are responsible for resolving any such disputes directly with each other. appnido will not be a party to any such dispute, and appnido will not be obligated to take any action toward resolving the dispute.

#### **15. DISCLAIMER OF WARRANTY AND LIMITATIONS OF LIABILITY.**

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS THE LIABILITY OF APPNIDO AND ITS AFFILIATED PARTIES. EACH OF THE SUBSECTIONS BELOW APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- a. **"AS-IS" BASIS.** appnido provides the Services on an "AS IS" and "AS AVAILABLE" basis. **YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK.**
- b. **NO WARRANTIES; RELEASE. APPNIDO GRANTS NO WARRANTIES OF ANY KIND,** whether express or implied, statutory or otherwise with respect to the Users, or the Services (or any information contained in the Services). appnido does not grant any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. **APPNIDO DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY INFORMATION AND MATERIALS ON THE SERVICES OR PROVIDED OR OBTAINED IN CONNECTION THEREWITH.** appnido does not warrant that your use of the Services or that information on the Services will be secure, uninterrupted, error-free, available, accurate, or that any defects in the Services will be corrected. appnido makes no warranties about the connectivity and continued availability of the Services.

**YOU AGREE TO RELEASE APPNIDO AND ITS AFFILIATED PARTIES FROM ANY CLAIMS, DEMANDS, DAMAGES, LIABILITY, COSTS OR EXPENSES, OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR USE OF THE SERVICES, (II) YOUR USE OF THE SERVICES, OR (III) ANY CLAIM OR CONTROVERSY THAT MAY ARISE FROM ANY DISPUTES BETWEEN YOU AND OTHER USERS.**

- c. **USER CONTENT.** APPNIDO MAKES NO CLAIMS OR PROMISES about (i) the opinions, advice, statements, reviews, or other information or content made available through the Services by Users, or (ii) the accuracy, completeness, or usefulness of any information available through the Services.
- d. **LIMITATION OF LIABILITY.** IN NO EVENT WILL APPNIDO OR ITS AFFILIATED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM (I) INTERACTIONS WITH OTHER USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE, (II) YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED WITHIN THE SERVICES OR TRANSMITTED TO OR BY ANY USER OF THE SERVICES, AND (III) REVIEWS OR COMMENTS MADE ABOUT YOU ON THE SERVICES BY OTHER USERS.
- e. **NO CONSEQUENTIAL DAMAGES.** YOU AGREE THAT NEITHER APPNIDO NOR ITS AFFILIATED PARTIES HAS ANY LIABILITY FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (II) LOSS OF PROFITS, (III) BUSINESS INTERRUPTION, (IV) LOSS OF OR DAMAGE TO REPUTATION, OR (IV) LOSS OF INFORMATION OR DATA.

- f. **MAXIMUM LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION IN THESE TERMS, APPNIDO'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES YOU SUFFER IN CONNECTION WITH THE SERVICES, OR THESE TERMS IS LIMITED TO THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO APPNIDO IN CONNECTION WITH THE SERVICES IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (II) R1000.
  
- g. **SOLE AND EXCLUSIVE REMEDY.** YOUR ONLY RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION OF YOUR ACCOUNT AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICES.

#### **16. INDEMNIFICATION.**

You agree to indemnify, defend and hold harmless appnido and its Affiliated Parties from and against any and all claims, losses, expenses, demands or liability, including attorneys' fees and costs incurred by appnido and its Affiliated Parties in connection with any claim by a third party (including an intellectual property claim) arising out of (i) your use or misuse of, or inability to use, the Services, (ii) any materials and content you submit, post or transmit through the Services, (iii) your violation of these Terms or your violation of any rights of a third party, (iv) your interactions with or conduct towards any other Users, (v) your violation of any applicable law, rules or regulations or (vi) information contained in any background or verification report, regardless of whether ordered by a User or appnido. You agree that you will cooperate as reasonably requested by appnido in the defense of such claims. appnido and its Affiliated Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users.

#### **17. DIGITAL MILLENNIUM COPYRIGHT ACT.**

appnido respects the intellectual property rights of others and expects its Users to do the same. appnido may remove content that, in its sole discretion, appears to infringe the intellectual property rights of others. In addition, appnido, in its sole and absolute discretion, may terminate the accounts of Users who infringe the intellectual property rights of others. If you believe any materials on the Services infringe your copyright, you may request removal of those materials from the Services by contacting appnido's copyright agent (identified below) and providing the following information:

- a. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- b. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c. Your name, address, telephone number and (if available) e-mail address.
- d. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

- e. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- f. A signature or the electronic equivalent from the copyright holder or authorized representative.

## 18. GENERAL PROVISIONS.

- a. **No Joint Venture or Partnership.** Nothing in these Terms may be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. appnido is not an employment service or agency, and does not serve as an employer or referral source for any User.
- b. **Severability.** If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention, and all remaining provisions of these Terms shall remain in full force and effect.
- c. **Complete Agreement.** These Terms contains the entire agreement between you and appnido regarding the use of the Services, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not contained in these Terms.
- d. **Contact Information.** If you have any questions or need further information as to the Services, or need to notify appnido as to any matters relating to the Services please contact appnido at [support@appnido.co.za](mailto:support@appnido.co.za) .