

## **Terms & Conditions of Use**

Between BTK Software(Pty) Ltd (“BTK”) and the user (“you”). When using, browsing or accessing this app/website, you accept all the terms and conditions of this agreement, including, in particular, the limitations on use, liability and warranty set out hereunder. If you do not agree to this, or any term that follows, please exit the app/website with our thanks for visiting.

### **1. Ownership**

- 1.1. The app/website and its contents are protected by applicable intellectual property laws, in particular copyright and trademark laws.
- 1.2. You may not use or exploit in any manner whatsoever, any of the content, trademarks, proprietary information or copyrighted material contained in this app/ website without the prior written consent of BTK .

### **2. Limitation of Liability**

- 2.1. This app/website will be used at your own risk.
- 2.2. The app/website is to be used with reasonable care and caution at all times and in compliance with the instructions for use as provided.
- 2.3. Prior to the use of the app/website, you should familiarize yourself with all functionalities, capabilities and instructions of use provided.
- 2.4. In no event, including without limitation, negligence, will BTK, its subsidiaries, affiliates, agents, officers, directors, employees, partners or suppliers be liable to you or any third party for any damages whatsoever, including, without limitation, special, punitive, incidental, indirect or consequential damages of any kind, or those resulting from:
  - 2.4.1.any unsafe product characteristic, product failure, defect or hazard which did not exist in the app/website at the time it was supplied by BTK;
  - 2.4.2.any use of the app/website in contravention or in any manner other than in compliance with any instructions provided, including warnings provided pertaining to any hazards arising from or associated with the use of the app/website;
  - 2.4.3.any unsafe product characteristic, product failure, defect or hazard, which BTK could not have been reasonably expected to have discovered;
  - 2.4.4.any negligent or willful act or omission by any person other than BTK or a person for whose actions BTK is responsible;
  - 2.4.5.any use of the app/website for any purpose, circumstances and/or situations other than the intended purpose(s), circumstance(s) and/or situation(s) for use of the app/website;
  - 2.4.6.use of the app/website without reasonable care and caution;
  - 2.4.7.loss of use, data or profits;
  - 2.4.8.viruses, worms, spam, whether or not BTK has been advised of the possibility of such damages;
  - 2.4.9.the inability to use the app/website;
  - 2.4.10.the statements or actions of any third party on or through the online services, products, materials or information or any dealings with vendors or other third parties;
  - 2.4.11.any unauthorized access to or alteration of your transmissions or data;
  - 2.4.12. any information that is sent or received or not sent or received;
  - 2.4.13.any failure to store or loss of data, files or other content;
  - 2.4.14.any services available through the app/website that are delayed or interrupted, or
  - 2.4.15.any website referenced or linked to from the online services feature.

### **3. Indemnity**

- 3.1. You hereby agree to indemnify and hold BTK, and its subsidiaries, affiliates, officers, agents, partners, employees and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of:
  - 3.1.1.your use of the app/website;
  - 3.1.2.your violation of these terms and conditions; or

3.1.3.your violation of any law, rule or regulation or the rights of any other person or entity.

#### **4. Third party sites and services**

- 4.1. This app/website may also make available other services, service providers, dealings, web sites and/or web pages operated by third parties offering material, information and online services (the "third party service").
- 4.2. The use of the third party services and the use of information collected by the operators of such services / sites are governed by the terms of use and privacy policies found at such sites (if any).
- 4.3. Third party services are made available only as a convenience, and the inclusion within the online services of any link to a third-party service does not imply endorsement by BTK of the operator of such site or any association between BTK and such operator.
- 4.4. Any dealings between you and any third party in connection with a third party service, are solely between you and such third party or the operator of such site. BTK will not be responsible or liable for any part of any such dealings.

#### **5. No Warranty**

- 5.1. Except as expressly provided otherwise in writing and except for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by law applicable to you in your jurisdiction; this app/website and all products, materials and services offered through or in association with such features, are provided "as is" without warranty of any kind, either express or implied.
- 5.2. Without limiting the foregoing, the Company and its suppliers make no warranty that
  - 5.2.1.the app/website will meet your specific individual requirements;
  - 5.2.2.the app/website will be uninterrupted, timely, secure, virus-free or error-free; or will be compatible with other software or applications to be used with or applied to;
  - 5.2.3.the results that may be obtained from the use of the app/website will be effective, accurate or reliable;
  - 5.2.4.the quality of the app/website will meet your expectations;
  - 5.2.5.any errors in any software obtained from or used through the app/website, or any defects in the services and products or materials, will be corrected; or
  - 5.2.6.the information provided will be accurate.
- 5.3. BTK expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

#### **6. Accuracy of Information and Products**

- 6.1. The app/website could include technical or other mistakes, inaccuracies or typographical errors.
- 6.2. BTK may make changes to the app/website including the prices and descriptions of any products, at any time without notice.
- 6.3. The information, services, products and materials may be out of date, and BTK gives no undertaking of any manner whatsoever to update such information, services or materials.

#### **7. Modification**

- 7.1. BTK reserves the right to change these terms and conditions without notice to you.
- 7.2. You are responsible for reviewing these terms and conditions each time you use the app/website.
- 7.3. Your continued use of the website and online services constitutes your agreement to the then current terms and conditions.

#### **8. General**

- 8.1. This agreement constitutes the entire agreement between the parties.
- 8.2. In the event of the invalidity of any part or portion of this agreement for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of this agreement and such invalid part or portion shall be deemed to have been struck out of the agreement.
- 8.3. No waiver by BTK in respect of the your actions or omissions with regard to any breach, failure or default in performance by you, and no failure, refusal or neglect by

BTK to exercise any right hereunder or to insist upon strict compliance with or performance of your obligations under this agreement, shall constitute a waiver of the provisions of this agreement and BTK may at any time require strict compliance with the provisions hereof.