

07 June 2022

EULA (End User License Agreement)

Pertaining to the GLOCMS Digital Citizen Community Application.

Effective Date: 07 June 2022

PLEASE READ CAREFULLY BEFORE DOWNLOADING THE APP.

This end-user license agreement (EULA) is a legal agreement between you (End-user or you) and Glovent Solutions (Pty) Ltd (Reg No. 2011/132991/07), of Unit C1, Centurion Close Office Park, 119 Gerhard Street, Die Hoewes, Centurion, 0169, South Africa ("our Premises") (Licensor, us or we) for:

- the mobile application software you are about to download, the data supplied with the software, and the associated media (**App**); and
- any electronic documents that we may make available (**Documents**).

We license use of the App and Documents to you on the basis of this EULA and subject to any rules or policies applied by any app store provider or operator from whose site (App store), the End-user downloaded the App (App store Rules) and the Software as a Service Agreement ("SaaS Agreement") concluded between us or any of our value-added resellers in the territory and you or your duly elected community representative body. **WE DO NOT SELL THE APP OR DOCUMENTS TO YOU. WE REMAIN THE OWNERS OF THE APP AND DOCUMENTS AT ALL TIMES.**

IMPORTANT NOTICE:

- BY DOWNLOADING THE APP FROM THIS WEBSITE OR CLICKING ON THE "ACCEPT" OR "YES" BUTTON YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU (YOUR OFFER FOR OUR APP AND SERVICES). OUR ACCEPTANCE OF YOUR OFFER WILL FORM A CONTRACT BETWEEN US.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE APP AND DOCUMENTS TO YOU AND YOU MUST STOP THE DOWNLOADING PROCESS NOW. IN THIS CASE THE DOWNLOADING PROCESS WILL TERMINATE.

You should print a copy of this EULA for future reference.

AGREED TERMS

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to the App and any of the services accessible through the App (**Services**), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source license may override some of the terms of this EULA.
- 1.2 You confirm that you are 18 years and older and that this EULA is a binding contract between you and us and that you hereby agree to be bound by these Terms. If you are younger than 18 years, you need to get the consent from a parent/guardian before utilizing the App. Take note, we may deactivate your use of the App without notice if we are informed that you are not 18 years and older.
- 1.3 **Representative of a third party:** If you are an employee or other representative of a business or other entity and you are using the App in your representative capacity, then you hereby represent that you are authorised to use the App as a representative of the entity and agree to this EULA on behalf such entity.
- 1.4 **Changes to these Terms and Conditions**
 - a) We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce;

- b) We may change these terms at any time in our sole discretion, with or without notice to you. You are bound by any such revisions and should therefore periodically visit this page to review the then-current EULA. Your access and use will be subject to the most current version of the EULA. Your use of the App after such revised EULA are made available will signify your acceptance of such revised EULA and your agreement to be bound by them. Where any changes may occur during the execution of any Service as agreed to between us, we will with best endeavours notify you of the possible change electronically as per the details you have submitted to us during registration as a user. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- c) If you do not accept the notified changes, you will not be permitted to continue to use the App and the Service.
- 1.5 **Update to the App and Changes to the Service(s).** From time-to-time updates to the App may be issued through the App store. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.
- 1.6 **If someone else owns the phone or device you are using,** it will be assumed that you have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2(a) (Devices) and to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.7 **Your Privacy.**
- (a) The terms of our privacy policy from time to time, available at Privacy Policy, are incorporated into this EULA by reference. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- (b) By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- (c) Certain Services, will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates', third party service provider and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may stop us collecting such data at any time by turning off the location services settings, however this may result in the service not working.
- 1.8 **Service specific terms and conditions.**
- a) We are a technology service provider that allows you to use the App to perform certain activities and that these activities form part of a process as established by you/your community administrator.
- b) The App is used to collect the required information and to report same to your community administrator to ensure a productive and efficient community management process.
- c) Certain parts of the Services that may be available on the App will be subject to further terms and conditions, which will be presented to you prior to utilisation of same.
- d) Certain parts of the Services may also be provided to you directly from the third party service provider ("**Third Party Provider**") and be subject to the Third Party Provider terms and conditions. We will make these conditions available to you on-line, as well prior to activation of the particular service.
- 1.9 **Link to Third Party Sites.** The App or any Service may contain links to other independent third-party websites (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.10 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-

exclusive, non-sublicensable, personal limited license to use the App on the Devices, subject to these terms, the Privacy Policy and the App store Rules, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

- a) download a copy of the App onto 1 (one) Apple or Android device and view, use and display the App on the Device for your personal purposes only;
- b) use the Documents to support your permitted use of the App and the Services; and
- c) receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

3. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- 3.1 not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- 3.2 not rent, lease, sub-license, loan, provide, or otherwise make available, the App, Documentation or the Services in any form, in whole or in part to any person without prior written consent from us;
- 3.3 not to translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- 3.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing;
- 3.5 to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- 3.6 to include our copyright notice on all entire and partial copies you make of the App or Documentation on any medium;
- 3.7 not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- 3.8 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.
(collectively referred to as “**License Restrictions**”)

4. ACCEPTABLE USE RESTRICTIONS

You must:

- a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or our resellers’ or partners’ systems or security or interfere with other users; and
- e) not collect or harvest any information or data in any way whatsoever from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service or in any way reproduce or circumvent the navigational structure or presentation or look and feel of the App or Services without our prior written consent.
(collectively referred to as “**Acceptable Use Restrictions**”)

5. YOUR USER ACCOUNT

5.1 In order to use our Services, you must register with us;

5.2 You agree:-

- a) To submit to us the information we may require from time to time to enable us to provide the Services.
- b) To maintain accurate, complete, and up-to-date information and that your failure to maintain accurate, complete, and up-to-date User Account information, may result in your inability to access and use the Services or our termination of our contract with you;

- c) That we may use the information you provide us with to submit to our selected service provider to verify who you are.
- 5.3 Submission of your information as per the registration form does not automatically give you the right to access the Services.
- 5.4 We have the right not to grant you access to our Services or to revoke such right and disable any user identification code, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this EULA.
- 5.5 On acceptance of your registration information you will be allowed to select or be provided with with the necessary access credentials or any other piece of information as part of our security procedures; You must treat such information as confidential. You must not disclose it to any third party.
- 5.6 You are responsible for all activity that occurs under your User Account, and you agree to maintain the security and secrecy (and confidentiality) of your User Account details at all times, and will be liable for all activities and transactions, and any other misuse of the Application, that occurs through your User Account (whether initiated by you or any third party), except to the extent caused or contributed by Us.
- 5.7 You may only possess one User Account and may not assign or transfer your User Account to any person.
- 5.8 You must notify us in writing (to info@glovent.co.za) immediately:-
 - a) If the Device is lost or stolen and ensure that the App as accessible through the Device is immediately blocked, suspended or deactivated.
 - b) if You cannot access your User Account, you know of or suspect any unauthorised access or use of your data, login details or User Account, or the security of your User Account has been compromised in any way.

6. FEES & IN-APP PURPOSES

- 6.1 **Application:** there are no fees charged for the App however the App may have in-App purchase options which will only apply subsequent to your consent and/or opt-in;
- 6.2 **Services:** Services will be subject to Service specific fees and/or subscriptions as published from time to time by us either on our website or as per the SaaS Agreement and/or Service specific terms and conditions as per clause 1.8 above;
- 6.3 We may facilitate your payment of fees on behalf of the Third Party Provider as their limited payment collection agent. Payment of these fees is considered equivalent to direct payment by you to the Third Party Provider.
- 6.4 **Payment:** see Service specific term and conditions.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 You acknowledge that all intellectual property rights in the App, the Documents and the Services anywhere in the world belong to us or our licensors, that rights in the App and the Services and any reports or other outputs from the Services are licensed (not sold) to you, and that you have no rights in, or to, the App (including the object code and source code of the App), the Documents or the Services other than the right to use each of them in accordance with the terms of this EULA.
- 7.2 All trademarks, service marks, trade names, and logos are proprietary to us or used by us with the permission of our third party providers. Nothing contained in this App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this website without the written permission of us. Your use of the trademarks displayed in this App, or any other content in this App, except as provided herein, is strictly prohibited.

8. LIMITED WARRANTY

- 8.1 We warrant that the App will, when properly used on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents and that the Documents correctly describe the operation of the App in all material respects;
- 8.2 We will not be held liable for a breach of one or more warranties, representations and undertakings given at clause 8.1 or elsewhere in this EULA strictly to the extent that such breach is wholly attributable to the use of the App contrary to our instructions this EULA, or modification or alteration of the App by any party other than us or our duly authorised contractors or agents. If the App does not conform with the warranties, representations and undertakings recorded in clause 8.1, we will, at our expense, use all reasonable commercial

endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance to your reasonable satisfaction, without prejudice to your other rights under this EULA or at law. This will be your only remedy if the App does not conform with the warranties, representations and undertakings herein.

OTHER THAN AS AGREED TO UNDER THIS EULA, THE APP AND SERVICES ARE PROVIDED ON A "AS-IS" BASIS, CONSEQUENTLY WE, AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VALUE ADDED RESELLERS, LICENSORS, THIRD PARTY PROVIDERS AND AFFILIATES MAKE NO, AND DISCLAIM, ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.3 WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APP. YOU AGREE TO CONDUCT YOUR OWN DUE DILIGENCE TO ASSESS THE ACCURACY, RELIABILITY AND QUALITY OF ALL CONTENT PROVIDED BY THE APP.

9. LIMITATION OF LIABILITY

9.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents and the Services available meet your requirements.

9.2 WE ONLY SUPPLY THE APP, DOCUMENTS AND SERVICES FOR GENERAL INFORMATION AND PRIVATE USE. ALTHOUGH WE MAKE REASONABLE EFFORTS TO UPDATE THE INFORMATION PROVIDED BY THE APP AND THE SERVICE, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT SUCH INFORMATION IS ACCURATE, COMPLETE OR UP TO DATE. YOUR USE OF THE INFORMATION VIA OUR SERVICES ARE AT YOUR OWN RISK AND YOUR OWN DISCRETION.

9.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR DIRECTORS, RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP OR THE SERVICES OR ANY THIRD PARTY PROVIDED SERVICES PROVIDED THROUGH THE APP FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION OR SERVICES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, DELICT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 YOU (AND NOT US) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN RESPECT OF YOUR DEVICE.

10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents, representatives, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the App or Services or your breach of this EULA. Furthermore, you agree that we assume no responsibility for the content you submit or make available through this Application.

11. DURATION AND TERMINATION

11.1 **Commencement:** This EULA will commence on receipt by you on our acceptance of your offer to utilise our App and Services;

11.2 **Cooling-off period:** Take note that the provision of our App constitutes the provision of software. By downloading the App you 'unseal' the software and therefore no cooling off period shall apply. In terms of

our Services, kindly refer to the Service Specific terms and conditions (clause 1.8). If you don't want to use the App, then remove same from your Device.

11.3 Right to terminate:

- (a) You may terminate this EULA at any time by uninstalling the App.
- (b) You may terminate any of the Services as per the Service Specific Terms and Conditions We will close same within a reasonable time from receipt of your written request via email.

11.4 You agree that we may, under certain serious circumstances and without prior notice, immediately suspend or terminate your access to the Services. Cause for such suspension or termination shall include, but not be limited to:

- (a) breaches or violations of the EULA or other incorporated agreements, policies or guidelines,
- (b) requests by law enforcement or other government agencies,
- (c) a request by you (self-initiated user account deletions),
- (d) discontinuance or material modification to the Services (or any portion thereof),
- (e) unexpected technical or security issues or problems and/or
- (f) non-payment of any fees owed by you in connection with the Services.

11.5 Termination of your account may include (i) removal of access to all offerings within the Services, (ii) deletion of your information, files and user content associated with your account, and (iii) barring of further use of the Services.

11.6 Further, you agree that all suspensions or terminations for cause shall be made in our sole discretion and that we will not be liable to you or any third party for any suspension or termination of your account or access to the Services.

11.7 Clauses 7, 8, 9, 10 and this clause 11 shall survive termination of your account and/or this EULA.

11.8 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of any Services;
- (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so;
- (d) If you wish us to remove all your Personal Information from our Services you can email us at: info@glovent.co.za . On receipt of your notice and confirmation that no fees are outstanding we will terminate this EULA and remove your Personal Information within a reasonable time, with the understanding that you have removed all Documentation or other content that you may have downloaded via our Services.
- (e) Each Party will promptly return to the other Party all property and materials provided to it by the other Party under this EULA or any Service terms and conditions.

12. CONTACT US / NOTICES BETWEEN US

12.1 **App and Service Support** (functionality or any recommendations), If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at info@glovent.co.za.

12.2 For **complaints**: it is important to us that you are satisfied with our Services. Please contact us first if you have a complaint or any other services issue. You can use the contact information as per our Contact Us page. Please ask for a reference number if you speak to any of our representatives;

12.3 For any **legal documentation or notices** (hopefully this will never be required) we select the following address:

- (a) Physical address: our Premises
- (b) Email: info@glovent.co.za (heading: "Legal")
- (c) (Marked for the attention of: Chief Executive Officer (Legal))

12.4 **How we will communicate with you**: If it is required to send you any legal document or notice you agree that we can send it via electronic mail to your email address in your Service Account or that you have provided us with or if delivery to the aforesaid addresses is not successful then such contact details we may find about you on the internet, or failing that by a message sent to you via the App.

12.5 Any notice to either party which is -

- (a) sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 12.3(a) above shall be deemed to have been received, unless the contrary is proved, within 10 (ten) days from the **date on which it was posted; or**

- (b) delivered to the party by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
- (c) sent by a Data Message to the addressee shall be deemed to be received as per clause 13.3.

13. ELECTRONIC COMMUNICATIONS

- 13.1 Data Messages sent from us to you have been sent from our Premises; A Data Message is deemed to be sent:-
- (a) By us, at the time shown on the message as having been sent, or if not so shown, at the time shown on our information system as having been sent;
- (b) By you, at the time when we confirm receipt thereof.
- 13.3 A data message is deemed to be received:-
- (a) By us: only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement further does not give legal effect to that message, unless specifically indicated by us that it does give legal effect to the Data Message;
- (b) By you: once it enters your information system.
- 13.4 All information that are incorporated by using hyperlinks and / or other methods of reference form part of these terms of Use (see section 11(3) of the ECT Act);
- 13.5 You agree and warrant that a Data Message sent from the Device with the App to us was sent by you.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including natural disasters, failure of public or private telecommunications networks or utility services, or legislation or labour unrest (Event Outside Our Control).
- 14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

15. OTHER IMPORTANT TERMS

- 15.1 This EULA is personal to you and does not give rise to any rights to any other third party.
- 15.2 Any infringement of any of our licensor(s) intellectual property rights in terms of the App, shall entitle them to enforce this EULA against you.
- 15.3 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA. You may only transfer your rights or obligations under this EULA to another person if we agree to this in writing.
- 15.4 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.5 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 15.6 Please note that this EULA, its subject matter and its formation, are governed by the laws of the Republic of South Africa. You and we both irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Pretoria High Court or a jurisdiction agreed to by the Parties in regard to the enforcement of any rights to all matters arising from this EULA.

END OF DOCUMENT