

TERMS OF SERVICE

InTarget (Pty) Ltd (registration number 2001/010491/07) ("us, "we", "our") offers mobile advertising and marketing solutions to allow you to promote and advertise your business, services and products to a targeted audience that fits your business needs.

This is a legal agreement between you and InTarget, therefore please read the terms carefully before using any of our services.

Our Privacy Policy is incorporated by reference into these Terms and you are agreeing to accept and abide by our Privacy Policy upon agreeing to these Terms and by using our services. Please review the Privacy Policy as this describes how we collect and use your personal information.

1. AGREEMENT TO TERMS

- 1.1. These Terms of Service, including our Privacy Policy and all other policies that may be posted on InTarget's website set out the terms on which we offer you access to use our services. All of our policies are incorporated into these Terms of Service. You agree to comply with all of our policies and in particular these Terms of Service when you access and use our services.
- 1.2. If you don't agree to these Terms, kindly refrain from using the services offered by InTarget. If you are accessing and using our service(s) on behalf of a company (such as your employer) or other legal entity which is our Client, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. References to "you" and "your" in these Terms herein shall refer to that company or other legal entity, our Client.
- 1.3. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use any of the services provided by InTarget.
- 1.4. If you are accessing and using our services on behalf of a company (such as your employer) or other legal entity which is our Client, you represent and warrant that you have the authority to bind that company, employer or other legal entity to these Terms.
- 1.5. You may not use our services for any illegal or unauthorised purpose nor may you, in the use of the service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 1.6. You specifically agree to abide by the Terms of Service and to refrain from any marketing activities which appear on clause 3 of this Terms of Service. Should you not agree to these terms, or any of our updates or changes thereto as dealt with below, you should not access or use our service, nor hold us liable thereto.
- 1.7. You must not transmit any viruses or any code of a destructive nature.
- 1.8. A breach or violation of any of the Terms will result in an immediate termination of our services.

2. GENERAL CONDITIONS

- 2.1. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service or any contact on the website through which the service is provided, without express written permission by us.
- 2.2. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

3. USE OF OUR SERVICE

- 3.1. Subject to timely payment of all charges on the Client's account, InTarget grants you the right to use services offered by InTarget. InTarget reserves all rights not otherwise expressly granted herein.
- 3.2. You shall be responsible for maintaining the security of each device, your account, passwords and files, and are responsible for all uses of services (and all associated fees), with or without your knowledge or consent and whether or not authorised by you.
- 3.3. Unless otherwise specifically allowed by InTarget, in writing, you will not, directly or indirectly use the services for timesharing or otherwise for the benefit of a third party.
- 3.4. As a condition of your use of our services, you agree that you will not and you will further ensure that you will not use our services to:
 - 3.4.1. violate any applicable laws, including but not limited, to consumer protection, data protection and intellectual property laws (including their regulations and guidelines);
 - 3.4.2. violate any applicable advertising rules generally and specifically our Terms of Service;
 - 3.4.3. post advertisements that do not show clear, truthful, verifiable, complete and unambiguous information regarding your contact details, the goods or services provided and price;
 - 3.4.4. post any threatening, abusive, defamatory, pornographic, obscene, unconstitutional or indecent material;
 - 3.4.5. use services offered by InTarget in any manner that could impair InTarget in any way or interfere with any party's use or enjoyment of our services;
 - 3.4.6. post any material that is harmful to, harms or could harm minors in any way;
 - 3.4.7. be false or misleading or employ false or misleading advertising practices;

- 3.4.8. infringe any third-party right;
 - 3.4.9. distribute viruses or any other technologies that may harm InTarget or the interests or property of Intarget's users;
 - 3.4.10. impose an unreasonable load on our infrastructure or interfere with the proper working of InTarget's services;
 - 3.4.11. copy, modify, or distribute any other person's content without their consent;
 - 3.4.12. use any scraper or other automated means to access InTarget and collect content for any purpose without our express written permission;
 - 3.4.13. harvest or otherwise collect information about others, including email addresses, without their consent or otherwise violate the privacy of another person;
 - 3.4.14. use the information available by InTarget other than in accordance with the terms of a campaign and these Terms of Service;
 - 3.4.15. bypass measures used to prevent or restrict access to InTarget's services; and
 - 3.4.16. post any links which would violate any of the restrictions above.
- 3.5. You are solely responsible for all information that you submit to InTarget and any consequences that may result from your campaign and advertisement. We reserve the right for any or no reason, at our discretion to refuse or delete any campaign content (or any part thereof) that we believe is inappropriate or is in breach of these Terms of Service or any of our other policies. We also reserve the right at our discretion to restrict your use of our services either temporarily or permanently or refuse your registration.
- 3.6. You acknowledge that, except as expressly stated, InTarget retains all rights in its trademarks, service marks, software, technology and other items of intellectual property.
- 3.7. When providing us with content or causing content to be posted using InTarget, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) licence to exercise any and all copyright, publicity, trademark,

and database rights and other intellectual property rights you have in the content, in any media known now or developed in the future. This means that we are entitled to host, cache, route, transmit, store, copy, modify, reproduce, distribute, syndicate, publish, translate, use, publicly perform, publicly display, reformat, modify, edit, excerpt, analyse, and create algorithms and derivative works from you content, or otherwise use such content. Further, to the fullest extent permitted under applicable laws, you waive your moral rights and agree not to assert such rights or any other intellectual property or publicity rights against us, our sub-licensees, or our assignees.

- 3.8. In the event InTarget investigates service outages, security problems, or a suspected security breach of InTarget, you agree that you will provide a reasonable level of cooperation to help facilitate InTarget's investigation, to the extent warranted by the facts of the situation.

4. AMENDMENTS TO TERMS OR SERVICES

- 4.1. InTarget reserves the right to amend or update the Terms of this Agreement at any time, in our sole discretion. If we do so, we will inform you either by posting the amended Terms within the services or through other communications with you, our Client.
- 4.2. It's important that you review the Terms whenever we amend them because if you continue to use our services after we have posted amended Terms on the services, you are indicating to us that you agree to be bound by the amended Terms. If you don't agree to be bound by the amended Terms, then you may not continue to use the services.
- 4.3. InTarget shall not be liable to you or any third party should InTarget exercise its right to revise these Terms of Service or modify or discontinue the service.
- 4.4. Any new features that extend or enhance the service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the service after any of these changes shall constitute your consent to these changes. If you do not agree with any such amended Terms of Service, you shall notify InTarget during the 30 day period after such amended terms have been posted and at the end of such 30 day period these Terms of Service shall be deemed terminated unless InTarget agrees to waive such amended terms to which you object.

5. ACCOUNT, FEES AND PAYMENT

- 5.1. InTarget may introduce new features and functionalities, which may be made available to you at an additional cost.
- 5.2. InTarget shall issue invoices from time to time for the services performed and you, as the Client, shall be responsible to pay all fees and payments as set forth in the invoices or as agreed upon between you and InTarget. Payments will be due within 30 days after invoice date, free of deduction or set off.

6. PROTECTING INTARGET

- 6.1. We work to keep InTarget working properly. Please report problems, offensive content and policy breaches to us at the following email address hello@intarget.mobi.
- 6.2. Without limiting other remedies which might be available to us, we may issue warnings, limit or terminate our service, exercise our discretion when campaigns and advertisements do not comply with our policies to remove any hosted content, and take technical and legal steps to keep users off our services if we think that they are creating problems or acting inconsistently with the letter or spirit of our policies. However, whether we decide to take any of these steps, remove hosted content, exercise our discretion when campaigns and advertisements do not comply with our policies, we do not accept any liability for monitoring your use of our services or for unauthorised or unlawful content on advertised.
- 6.3. You also recognise and accept that InTarget is not under any obligation to monitor any data or content which is submitted to InTarget.

7. PROPRIETARY RIGHTS

- 7.1. Subject to the terms and conditions specified in this Agreement, InTarget grants you a non-sublicensable, non-exclusive, non-transferable right to use our services according to this Terms of Service, until the termination of this your Agreement with InTarget.
- 7.2. InTarget has the right to investigate violations of these Terms or conduct that affects our service offerings. InTarget may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

8. TERMINATION AND SUSPENSION OF AGREEMENT

- 8.1. Violation of any of the Terms herein will result in the termination of your account or services rendered by InTarget. Upon termination of your account, you will no longer be able to use our service and any of your information used in pursuance to offering you, the Client, our service may be removed by InTarget.
- 8.2. Notwithstanding the above, we may terminate your access to and use of our service offerings, at our sole discretion, at any time upon notice to you.
- 8.3. Either party may terminate the Agreement if the other party becomes insolvent or is unable to pay its debts or enters into or files for bankruptcy within forty-five (45) days of being filed.
- 8.4. Upon termination of this Agreement and your account, your right to use our services shall immediately terminate.

9. PERSONAL INFORMATION

- 9.1. InTarget's Privacy Policy, which is recommended to be read with this Agreement, sets forth the Parties' agreement with respect to the terms governing any processing of Personal Data by InTarget on the Client's behalf pursuant to these Terms. The Privacy Policy forms part of this Terms of Service and supersedes any prior agreements regarding Personal Data.

9.2. InTarget undertakes to process and maintain personal information of the Client only in accordance with the conditions of lawful processing as set out in terms of the Protection of Personal Information Act, No 4 of 2013; and any other applicable legislation governing the processing of personal information.

10. RETENTION OF DATA

10.1. InTarget will retain your personal information only for as long as is necessary for the purposes set out in our privacy policy or to comply with our legal obligations, resolve disputes, and enforce our legal agreements and policies.

11. TRANSFER OF DATA

11.1. Your information, including personal information, may be transferred to and maintained on servers located outside of your country of residence, where the data privacy laws, regulations and standards, may not be equivalent to the laws in your country of residence.

11.2. We might transfer your personal information to places outside of the country you are located in and store it there, where our suppliers might process it. If that happens, your personal information will only be transferred to and stored in country that has equivalent, or better, data protection legislation than in the country you reside or with a service provider which is subject to an agreement requiring it to comply with data protection requirements equivalent or better than those applicable in the country you reside in.

11.3. Your use of our website and services, followed by your submission of information to us, represents your consent to such transfer.

11.4. InTarget warrants to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

12. ERRORS, INACCURACIES AND OMISSIONS

12.1. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

13. PROHIBITED USES OF OUR SERVICE

13.1. You are prohibited from using our services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international or local regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the

functionality or operation of the service; (h) to collect or track the personal information of others beyond what is agreed with your employees or customers; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; or (j) for any obscene or immoral purpose. We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

14. COPYRIGHT

- 14.1. In the course of using any of the service offerings by InTarget, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be.

15. INDEMNITY AND LIMITATION OF LIABILITY

- 15.1. To the extent permitted by applicable law, you will indemnify, hold harmless and defend InTarget, at your expense, from any and all third-party claims, actions, proceedings, and suits brought against InTarget or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by InTarget or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) your breach of any term or condition of this Agreement, (ii) your use of our service offerings, (iii) your violations of applicable laws, rules or regulations in connection with the services offered by InTarget, (iv) any representations and warranties made by you concerning any aspect of the services offered by InTarget; (v) any claims made by or on behalf of any Third Party pertaining directly or indirectly to your use of the services offered by InTarget; (vi) violations of your obligations of privacy to any Third Party; and (vii) any claims with respect to acts or omissions of any Third Party in connection with the services offered by InTarget.
- 15.2. To the extent permitted by applicable law, neither InTarget or any other party involved in creating, producing or delivering the services will be liable for any incidental, special, punitive, exemplary or consequential damages, including loss of profits, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services arising out of or in connection with these terms or from the use of or inability to use the services offered by InTarget, whether based on warranty, contract, delict (including negligence), product liability or any other legal theory, and whether or not the other party has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.
- 15.3. InTarget will provide you with written notice of any claim, suit or action from which you must indemnify InTarget. You will cooperate as fully as reasonably required in the defense of any claim. InTarget reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

16. WARRANTIES

- 16.1. The services are provided "as is," without warranty of any kind. To the fullest extent permitted by applicable law, except as expressly provided for in this agreement, InTarget makes no other warranty of any kind, whether express, implied, statutory or

otherwise, including without limitation warranties of merchantability, fitness for a particular use and noninfringement.

- 16.2. InTarget makes no warranty that the services will meet Client's requirements or be available on an uninterrupted, secure, or error-free basis. InTarget makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Client data.
- 16.3. The implied warranty provided under the applicable law extends only to the Client and is not assignable or transferable to any subsequent purchaser or user.
- 16.4. To the extent InTarget may not, as a matter of applicable law, disclaim certain implied warranties, the duration of any such implied warranty shall be limited to the minimum time period permitted under such law.

17. FORCE MAJEURE

- 17.1. InTarget is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond InTarget's reasonable control, such as war, hostilities, an act of God, earthquake, flood, fire, or other natural disaster, strike or labour conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

18. SEVERABILITY

- 18.1. If any particular provision and/or term of these Terms of Service is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise), then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of this Agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

19. WHOLE AGREEMENT

- 19.1. The terms set out herein constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which any party is relying in concluding this Agreement, save to the extent set out herein.
- 19.2. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 19.3. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

20. ARBITRATION

- 20.1. Any claim or controversy arising out of or relating to the terms shall be settled by a binding arbitration in accordance with the Arbitration Act of the Republic of South

Africa. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Johannesburg and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, InTarget may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

21. GOVERNING LAW

21.1. These Terms of Services, and any action related thereto, are governed by and construed in accordance with the laws of South Africa and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

22. GENERAL

22.1. Your rights and obligations under the Terms of Service are not assignable or transferable and cannot be sublicensed to another party by you except with InTarget's prior written consent. InTarget may transfer, assign or subcontract any of its rights and obligations under the Terms of Service without consent.

22.2. No agency, partnership, joint venture, or employment is created as a result of your use of InTarget. You do not have authority to bind InTarget in any respect.

22.3. We reserve the right, at our sole discretion, to update, modify or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

23. CONTACT INFORMATION

23.1. If you have any questions about these Terms or the Services, please contact InTarget at hello@intarget.mobi.

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