

BRANDTRIBE INSIGHTS - TERMS OF USE

1. These Terms apply to your use of the 'Brandtribe Insights Platform'. Please read these Terms carefully before accepting it and using our Services.
2. All of the terms and conditions are important, but certain clauses which may limit our responsibility or involve some risk for you are reflected in bold. You must pay special attention to these clauses as these may have legal consequences for you.
3. You acknowledge and agree that by clicking on the "Agree" box when opening your account, you agree to abide and be bound by these Terms. If there is any part of these Terms that you do not understand or wish to clarify, please contact us (please see details under "contact us" section).

1 INTRODUCTION

- 1.1 Brandtribe Proprietary Limited (registration no. 2012/136624/07) with registered office at 3 Athlone House, Henly Road, Muizenberg, 7945 ("**Brandtribe**"; "**we**" or "**us**") has developed a platform known as "*Brandtribe Insights Platform*" accessible at www.brandtribe.biz ("**Platform**").
- 1.2 These terms and conditions of use ("**Terms**") constitute a legally binding agreement between Brandtribe and Registered Users (including users who may not yet be registered as a "**Registered User**") ("**you**" or "**your**").
- 1.3 You must ensure that you and anyone accessing the Platform via your account complies with these Terms.

2 DEFINITIONS AND INTERPRETATION

- 2.1 The following words used in these Terms shall bear the meanings assigned thereto below:
 - 2.1.1 "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure;
 - 2.1.2 "**Consumer Protection Act**" means the Consumer Protection Act 68 of 2008, as may be amended from time to time
 - 2.1.3 "**Destructive Code**" means any 'viruses', 'trojan horses', computer code, malware, instructions, devices or other materials designed to disrupt, disable, harm or otherwise impede in any manner the operation of any computer device, Technology, services, data, storage media, programs, equipment or communications, or otherwise interfere with operations thereof;
 - 2.1.4 "**ECT Act**" means the Electronic Communications and Transactions Act, 25 of 2002, as may be amended from time to time;
 - 2.1.5 "**Intellectual Property Rights**" means all intellectual property rights of whatsoever nature anywhere in the world, including (without limitation) copyright and related rights, patents, patent rights, designs, design rights, invention rights, database rights, know-how, confidential information, trade secrets, logos, brand names, trademarks, trade names and service marks, goodwill, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and including all rights to recover

damages for the breach, infringement, or misappropriation of any such intellectual property rights;

- 2.1.6 "**Internet**" means the global electronic communications network providing a variety of information and communication facilities, consisting of interconnected networks using standard communication protocols;
- 2.1.7 "**Platform**" means the Brandtribe Insights platform which includes the Technology and Services;
- 2.1.8 "**Registered Users**" means any person or company who are registered as a user of the Platform as provided for in these Terms;
- 2.1.9 "**Services**" means Brandtribe's products or services, including Brandtribe's Technology and related programs, accessed or used by you through the Platform, including Updates and corresponding online or electronic documentation;
- 2.1.10 "**Technology**" means any software, systems, applications, platforms, devices, technology and the like, of any kind and in whatever form; and
- 2.1.11 "**Updates**" means a bug fix, patch, error correction and/or other enhancements to the Platform and/or the Services.

3 SERVICES

3.1 "**Free Trial**"

- 3.1.1 Brandtribe offers all new users a 30 (thirty) calendar day free trial to use the Platform and the Services. The free trial will allow users' access to all features available on the Platform. The trial period shall begin immediately upon account activation by a user. In order to continue using the Platform after the Free Trial period, you will be asked to subscribe to one of our paid subscription plans (eg. Medium or Advanced (as detailed in paragraph 3 below). Should you fail to select one of our paid subscription plans, your account will automatically be transferred to the "*Always Free*" version as described in paragraph 3.2.1 below.
- 3.1.1 The Free Trial period only applies to new users and does not apply to existing Registered Users that have a subscription plan. We will not honor a Free Trial period for Registered Users who have been, at any point in time, paying subscribers, and who may have cancelled, and then decided to re-instate their subscription to the Platform.
- 3.2 You may choose from three different Service offering tiers following your Free Trial period as follows:
 - 3.2.1 "**Always Free**" this tier will provide you with limited access to the Services (e.g. limited connectors, number of dashboards and users);
 - 3.2.2 "**Medium**" this tier will give you access to an increased number of features on the Platform (e.g. more connectors, number of dashboards and users); or
 - 3.2.3 "**Advanced**" this tier will give you access to the entire Platform and all our Services, and you will have the option to "white label" our offering by adding a logo and custom colours to certain parts of the Platform.
- 3.3 Depending on the Service offering that you choose, the Platform will provide you with the ability to create:
 - 3.3.1 a number of dashboards, setting out specific anonymised data such as key account statistics (e.g. favourites, followers, follows, tweets); audience metrics (e.g. number of users, sessions, page views and page sessions); or bounce rates by device; various

dashboards by selecting different categories of insights such as Facebook, google ad words, google analytics, twitter and/or you tube (or such other future connectors as may be added by Brandtribe from time to time), each of which will enable you to create dashboards by choosing a number of specific insights under each of the aforementioned categories; and

3.3.2 your own dashboard reports by adding, for example, custom headings and images.

4 ACCEPTANCE OF TERMS

4.1 You must agree to these Terms if you want to use the Platform and Services.

4.2 **By using the Platform and clicking on the button next to the words "I ACCEPT" you agree to these Terms and this will become a binding legal contract between you and us.**

4.3 If you do not agree to these Terms you must immediately stop using the Platform and/or the Services.

4.4 **We may change these Terms at any time. You will be notified of any such change the next time you log in to the Platform. The new terms may be displayed on-screen when you log in and you may be required to read and accept them to continue your use of the Services. Should you not be required to accept any amended Terms, your continued use of the Platform and/or the Services will be deemed to signify your consent to any amendments.**

5 HOW TO REGISTER

5.1 Registration

5.1.1 You must register to use the Services and you must be 18 (eighteen) years or older.

5.1.2 As part of the registration process, you will be required to create a user account. You can do this by completing the electronic registration form which will include:

5.1.2.1 creating a password; and

5.1.2.2 providing us with all the information we require, including but not limited to your name, surname, email address, and contact number.

5.1.3 Once you have provided us with your registration details and agreed to these Terms by clicking on the "**I Accept**" button, we will confirm your registration by sending you a confirmation email.

5.1.4 All the information that you give to us must be truthful, accurate and complete. This also includes the information that we request you to provide in the registration process and at any time after that. Your registration can also be rejected if you fail to properly complete the electronic registration process.

5.2 Updating your details

5.2.1 You must notify us if the information you give to us changes or if details we have for you change, or if they are incorrect or incomplete. You will be able to edit your own details when you log into your user account. As soon as you have updated your details, a notification will appear confirming that the change/s was made.

5.2.2 We will use and rely on the most recent details which you have provided to us. It is your responsibility to update us if the details we have for you change or if they are incorrect or incomplete. If you do not update us, we will continue to use and rely on the most recent details which you have provided to us.

6 YOUR ACCOUNT

- 6.1 After you have completed the registration process described in paragraph 5 above and have accepted these Terms as provided for under paragraph 4 above, we will create your account. You will need to use your email address and password in order to access your account and to use the Services.
- 6.2 You must keep your password secret.
- 6.3 You are responsible for all use of your user account and your password.
- 6.4 If you forget your password, or if you want to change your password, you can do so by logging on to the Platform and selecting the "**forgot password**" button.
- 6.5 Whenever a person uses the Services, or performs any other act, with your password or through your account, we will treat this as if it was done by you and with your approval.
- 6.6 You must take all reasonable and appropriate measures not to share, display in public, or make your password and registration details available to any person who is not authorised to access your account.
- 6.7 You must notify us immediately by sending us an email at support@brandtribe.biz if you suspect that another person has obtained unauthorised access to your account, or password, or if you are aware of any unauthorised use of your account or password. You will be responsible for changing your privacy settings on your account as soon as you become aware of any unauthorised access or use.
- 6.8 You accept that we cannot protect you if you do not keep your password secret or if someone obtains unauthorised access to your account.
- 6.9 **As far as the law allows, we will not be responsible for any loss or damage which you may suffer if any other person uses your password or accesses your account or the Services using your account, without your approval and consent.**

7 RIGHTS AND RESTRICTIONS

- 7.1 Subject to these Terms, you are granted a non-exclusive, non-transferable, non-sub-licensable license to use the Platform and the Services solely for your own business purposes and only for the maximum number of users as specified on your user account.
- 7.2 You may use the Platform only in accordance with the terms and conditions of these Terms.
- 7.3 You may not:
- 7.3.1 not re-license, sub-license, sell, assign, or otherwise transfer the Platform;
 - 7.3.2 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform or the Technology forming part of the Platform or attempt to do any such thing;
 - 7.3.3 use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms, or act fraudulently or maliciously, for example, by hacking into the Platform or any operating system;
 - 7.3.4 infringe our Intellectual Property Rights or those of any third party in relation to your use of the Platform;
 - 7.3.5 transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform;

- 7.3.6 introduce any Destructive Code into the Technology used by us or any other person, including the Platform;
- 7.3.7 use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and/or
- 7.3.8 collect or harvest any information or data or attempt to decipher any transmissions from the servers or systems which run the Platform.
- 7.4 You will take appropriate steps, both before use and at all times thereafter, to copy and protect your own data and programs that may be lost, harmed or destroyed and to protect your equipment from any damage. You will be responsible for reconstruction, replacement, repair or recreation of lost programs, data or equipment in the event of hardware, software, or services failure. **Brandtribe will not, under any circumstances, be responsible for any such losses or damages in this regard.**
- 7.5 Brandtribe compiles and analyses usage and performance of the Platform and Services ("**Compiled Data**") and may use such Compiled Data to build features and improve the functionality and features of the Platform. Brandtribe shall have exclusive ownership of any Compiled Data and the exclusive right to use same for any purpose, provided that Brandtribe shall not distribute any Compiled Data in a manner which identifies your business or your customers or any personal information of such customers. You agree that Brandtribe may collate, modify and create aggregate, non-personally identifiable information from your use of the Platform and that Brandtribe may reuse all general knowledge, know-how, work and technologies acquired during provision of the Services.
- 7.6 Brandtribe shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its Technology and/or Services any suggestions, enhancement requests, recommendations or other feedback you may have provided to Brandtribe pertaining to the Platform.
- 7.1 All of the data that you use within the Platform which is visible through the Platform to us ("**Your Data**") belongs to you. You hereby grant Brandtribe a non-exclusive, royalty-free, worldwide sub-licenseable right and license to access and use Your Data in order to provide the Services to you, including to send you suggestions. Brandtribe will use Your Data to not only provide the Services as they exist today, but also to allow Brandtribe to provide you with innovative features and services it develops in the future that use the information it receives about you in new ways. You agree that Brandtribe may collate, modify and create aggregate, non-personally identifiable information from Your Data ("**Aggregate Data**") and that such Aggregate Data does not form part of Your Data.

8 REFUND AND CANCELLATION

- 8.1 Free Trial
- 8.1.1 You may, at any time during the Free Trial period, cancel your account and we will not bill you for your use of the Platform and Services during the Free Trial period. We do not ask for your credit card information to sign up for the Free Trial.
- 8.1.2 If you forget to cancel your Free Trail after the 30 (thirty) calendar day period, your account WILL NOT BE CHARGED and your account will automatically be transferred to the "Always Free" version.
- 8.2 Account subscription post the Free Trial period : Always Free
- Subscribing to the "Always Free" version does not require a credit card, and users will not be billed for use of the "Always Free" version.
- 8.3 Account subscription post the Free Trial Period : Medium and Advanced

- 8.3.1 All Services rendered under the "Medium" and "Advanced" Services offerings are non-refundable. Once you have registered as a Registered User and selected a paid subscription plan, you will continue to be billed on the same day every month until you cancel your subscription on the Platform.
- 8.3.2 As a Registered User you may cancel your subscription at any time by using the '**cancel subscription**' button on the Platform. Registered Users will receive an email from Brandtribe confirming that their subscription to the Platform are cancelled. The subscription will only be cancelled at the end of the Registered Users billing cycle.
- 8.4 **No refunds or credits for partial months will be refunded to a Registered User upon cancellation.**
- 8.5 Registered Users have the ability to upgrade, downgrade, or cancel their selected Service offering at any time. The upgrade or downgrade will take effect within 48 (forty-eight) hours. The chosen method of billing will automatically charge the new subscription rate in the next billing cycle. **Should you downgrade your selected Service offering, Brandtribe shall not be liable for any refunds or credits to you for any partial months of use of the Platform and Services.**

9 UPDATES

We may make Updates to the Platform available from time to time, free of charge, unless such Updates to the Platform enables a feature of the Platform that you will be charged for. The Updates will be subject to the same terms and conditions as contained in these Terms, unless we specify otherwise.

10 REGISTRATION FEES

- 10.1 Upon registering as a Registered User for the "Medium" or "Advanced" Services offering, you will be required to pay a registration fee. Brandtribe charges and collects registration fees in advance for use of the Platform for the "Medium" and "Advanced" Service offerings.
- 10.2 Details of the registration fees can be found on our pricing page (see <http://www.brandtribe.biz/pricing-page/>) and may be amended by Brandtribe from time to time.
- 10.3 All registration fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Registered Users are responsible for payments of all such taxes, levies, or duties. The registration fees that Brandtribe charge for the Platform and Services are exclusive of all taxes. Any currency exchange settlements are based on the Registered User's agreement with the payment method provider. For the avoidance of any doubt, taxes and charges are the Registered User's sole responsibility and Brandtribe shall under no circumstances whatsoever be liable for such payments.
- 10.4 Payment of your registration fees can be made via the Platform by debit card or credit card or through one of our recognised third party payment partners into our designated bank account.
- 10.5 Credit card transactions (including certain instant EFT's) will be securely processed via our payment partners
- 10.5.1 PayPal Pty. Ltd. ("**PayPal**") for Registered Users outside of South Africa; and
- 10.5.2 PayFast (Pty) Ltd ("**PayFast**") for Registered Users in South African.
- 10.6 Both PayPal and PayFast uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3). You may visit PayPal's website (www.paypal.com) or PayFast's website (www.payfast.co.za) to view their security certificates and security policies.

- 10.7 We may, from time to time, add other payment partners and/or methods.
- 10.8 We do not store your credit card details on the Platform. Your details will be stored by us separately from your card details which are entered by you on PayPal's secure site.
- 10.9 PayPal and PayFast are not owned or operated by us and are not under our control. You acknowledge that Brandtribe is not responsible in law, or otherwise, for any transactions made through such payment gateways whatsoever. It is your responsibility to make sure that you read the terms and conditions of these payment partners (or any other payment partners that may be added in future) prior to making any payments.
- 10.10 All payments for Registered Users outside of South Africa will be made in US Dollars. All payments for Registered Users within South Africa will be made in South African Rand (ZAR).
- 10.11 By using a credit card or debit card as a payment instrument, you confirm that you are the lawful owner of the credit card or debit card being used for the transaction, or that you have the explicit permission of the lawful cardholder to use the credit card or debit card for the purpose of making a payment.
- 10.12 You acknowledge that Brandtribe reserves the right to cancel your account if payment has not been made by you by the dates specified or required by Brandtribe. Any unpaid registration fees or accounts of any nature will result in Brandtribe's cancellation of your account without liability to you.

11 CONSUMER PROTECTION ACT

- 11.1 If these Terms (or any contract governed by these Terms) or the Services provided and/or made available on the Platform are regulated by or subject to the Consumer Protection Act, it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act. Therefore, all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
- 11.2 No provision of these Terms (or any contract governed by these Terms):
 - 11.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;
 - 11.2.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
 - 11.2.3 limits or excludes any warranties or obligations which are implied into these Terms (or any contract governed by these Terms) by the Consumer Protection Act (to the extent applicable) or which we give under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 You acknowledge that:
 - 12.1.1 all Intellectual Property Rights in the Platform used and/or displayed in connection with the Platform anywhere in the world belong to us and that Brandtribe will retain all right, title, copyright, trade secrets, patents, trademarks, and other proprietary and intellectual property rights in the Technology or Services. You do not acquire any rights, express or implied, in the Technology or Services, other than those specified in these Terms, if any;

- 12.1.2 all rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform or the Technology other than the right to use each of them in accordance with these Terms;
- 12.1.3 you will not remove any copyright, patent, trademark, design right, trade secret or any other proprietary rights from the Platform, unless removal is permitted in writing by Brandtribe; and
- 12.1.4 you have no right to have access to the Platform in source-code form.

13 THIRD PARTY SITES

The Platform 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. You will need to make your own independent judgment regarding your interaction with any Third Party Sites, including the use of any products or services accessible through them.

14 PRIVACY POLICY

- 14.1 We do not provide you with any personal information and all data provided to you through the Services are anonymised. However, we may collect certain personal information from you when you register as a user on the Platform. By agreeing to these Terms you agree to the provisions set out in this Privacy Policy and you hereby consent to us collecting and using your personal information for the purposes set out herein. If you do not agree to these terms, please do not continue to use the Platform.
- 14.2 Should you decide to make use of the Platform and the Services, the types of personal information that we may collect from you includes information necessary for our legitimate business interests. This may include (amongst other things) the following:
 - 14.2.1 your name and surname;
 - 14.2.2 your email address; and
 - 14.2.3 mobile phone number.
- 14.3 We may collect your personal information in several ways, including when you register a user account, make use of the Services, browse the Platform or we carry out demographic research. The supply of your personal information is voluntary, however you acknowledge that we cannot make the Services available to you on the Platform if you do not wish to supply such personal information.
- 14.4 You agree to provide accurate, truthful and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything. Failure to adhere to this requirement will entitle us, *inter alia*, to terminate your use of the Platform.
- 14.5 The purposes for which we will use your personal information are as follows: to contact you regarding the Services offered by us or any new services, to provide information to you, to inform you of new features, to notify you of changes to the Services, administrative or legal purposes, for helping us in any future dealings with you and generally to improve your experience on the Platform and to send marketing information to you if you have opted-in to receive such information.
- 14.6 Should you no longer wish to receive marketing communications from us please click on the "unsubscribe now" link in the footer of our email correspondence to you.
- 14.7 We will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third

parties without your consent, unless the use or disclosure is (i) required in order to comply with applicable law, order of court or legal process served on us; and/or (ii) disclosure is necessary to protect and defend our rights or property.

- 14.8 We will be entitled to disclose your personal information to those of our affiliates, agents, advisors, employees and/or licensors (including payment providers) who assist us to interact with you via the Platform, mobile communications and/or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information. We will also share your personal information with government or law enforcement agencies where the law requires that we disclose your personal information, and where we have reason to believe that a disclosure of your personal information is necessary to identify, contact or bring legal action against a party who may be in breach of the Terms.
- 14.9 We will:
- 14.9.1 treat your personal information as strictly confidential;
- 14.9.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- 14.9.3 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
- 14.9.4 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
- 14.9.5 upon your request, promptly return or destroy any and all of your personal information in our possession or control.
- 14.10 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 14.11 You may request access to the personal information which we collect from you, including to rectify the information, or object to its processing by sending an email to us at support@brandtribe.biz.

15 DISCLAIMERS

- 15.1 **As far as the law allows, we do not warrant the accuracy, reliance and/or use of the Platform and/or the Services as being correct or up to date.**
- 15.2 **We will not be responsible for any loss or damage suffered by you based on your reliance and/or use of the Platform and/or the Services or information provided via the Platform. You acknowledge and consent that your use of the Platform and the Services are entirely at your own risk.**
- 15.3 **As far as the law allows, the Platform is provided to you on an "as is" and "as available" basis and without any representation or warranty whatsoever, whether express, implied or statutory (including any implied warranties of reliability, fitness for any particular purpose, or exclusion of errors or inaccuracies).**
- 15.4 **As far as the law allows, we make no representations and give no warranties regarding (i) the operation, integrity, compatibility, availability or functionality of the Platform, or (ii) that the Platform will:**

- 15.4.1 **be available or accessible at all times;**
- 15.4.2 **be uninterrupted, timely, error-free or secure or free from Destructive Code; or**
- 15.4.3 **meet your individual requirements.**
- 15.5 **You assume all responsibility and risk for the installation, use and results obtained from the Platform.**

16 Limitation of Liability

- 16.1 **You acknowledge and consent that your use of the Platform and the Services are entirely at your own risk and that we nor our affiliates, officers, directors, employees, servants, agents or licensors or other persons for whom in law may be liable, will, under any circumstances, be liable to you for any loss or damages (including, but not limited to, consequential, direct, indirect and special damages, personal injury or death, accuracy or completeness of information included in the Platform or the Services, punitive or incidental damages and damages or losses of any other kind).**
- 16.2 **Without limiting the generality of the aforesaid, you acknowledge and consent that neither we nor our affiliates, officers, directors, employees, servants, agents or licensors or other persons whom in law may be liable, will, under any circumstances, be liable to you for any loss or damages (including, but not limited to, consequential, direct, indirect and special damages or losses of any kind)) or any other action arising from:**
 - 16.2.1 **any defect, fault, malfunction and/or delay in your hardware and/or software;**
 - 16.2.2 **any defect, failure, fault and/or delay in connectivity to the Internet;**
 - 16.2.3 **your use of the Platform or Services;**
 - 16.2.4 **to the extent allowed by law, any defect, failure, fault, delay or unavailability of the Platform and/or Services for any reason whatsoever;**
 - 16.2.5 **viruses and/or spam that may infect your device; or**
 - 16.2.6 **a third party gaining access to and using your information held by us.**

17 Indemnity

You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, and licensors, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms.

18 Termination

- 18.1 **We may terminate our agreement with you immediately by written notice to you (i) if you commit a material breach of these Terms; or (ii) if you fail to make payment of the registration fees.**
- 18.2 **On termination for any reason all rights granted to you under these Terms shall cease and you must immediately cease all activities authorised by these Terms.**
- 18.3 **You agree that we may, under certain circumstances and without prior notice, discontinue, temporarily or permanently, the Platform and/or the Services (or any part thereof) or eliminate your account with or without notice. Cause for termination shall include, but not be limited to, (a) breaches or violations of these Term, (b) requests by law enforcement or**

other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Platform or the Services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) your engagement in fraudulent or illegal activities. You agree that all terminations for cause shall be made at our sole discretion, and we shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Services or any portion thereof.

19 CONTACT US

- 19.1 If you wish to contact us in writing, or if any term in these Terms requires you to give us notice in writing, you can send such communication by e-mail to sales@brandtribe.biz. We will confirm receipt of your communication in writing, usually by e-mail.
- 19.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by post to the address you provide to us when registering for the Services.

20 ADVERTISING AND PROMOTION

You acknowledge and agree that Brandtribe may, without your permission and with paying any form of compensation to you, use and include your company name, logo and/or brandname on any page or screen on the Platform for advertising purposes.

21 GENERAL TERMS

- 21.1 We may transfer our rights and obligations under these Terms to another entity, but this will not affect your rights or our obligations under these Terms.
- 21.2 Each of the clauses of these Terms 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.
- 21.3 These Terms, its subject matter and its formation, are governed by the laws of the Republic of South Africa.
- 21.4 If these Terms, or Services provided and/or made available on the Platform is regulated by or subject to the Consumer Protection Act, the ECT Act or other laws it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act, the ECT Act or other laws. Therefore all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act, the ECT Act or other laws are complied with.