

## **MINDERZ TERMS OF USE**

Minderz is operated by Mindezcoza (Pty) Ltd.

### THE MINDERZ SERVICE

We agree to provide you with the Minderz Service. The Service includes all of the Minderz products, features, applications, services, technologies, and software that we provide to advance Minderz's mission: To to build a community dedicated to pets and to make pet parenting an easier, happier & memorable journey for all. The Service is made up of the following aspects (the Service):

1. Offering personalised opportunities to create, connect, communicate, discover, and share.
2. Fostering a positive, inclusive, and safe environment for pet lovers.
3. Developing and using technologies that help us consistently serve our growing community.
4. Providing consistent and seamless experiences across other Minderz Company Products.
5. Ensuring a stable global infrastructure for our Service.
6. Connecting you with brands, products, and services in ways you care about.
7. Research and innovation.

### BASIC TERMS

1. You must be 13 years or older to use this site.

2. You may not post nude, partially nude, or sexually suggestive photos.
3. You are responsible for any activity that occurs under your screen name.
4. You are responsible for keeping your password secure.
5. You must not abuse, harass, threaten, impersonate or intimidate other Minderz users.
6. You may not use the Minderz service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.
7. You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit, post, and display on the Minderz service.
8. You must not modify, adapt or hack Minderz or modify another website so as to falsely imply that it is associated with Instagram.
9. You must not access Minderz's private API by any other means other than the Minderz application itself.
10. You must not crawl, scrape, or otherwise cache any content from Minderz including but not limited to user profiles and photos.
11. You must not create or submit unwanted email or comments to any Minderz members ("Spam").
12. You must not use web URLs in your name without prior written consent from Minderz
13. You must not transmit any worms or viruses or any code of a destructive nature.
14. You must not, in the use of Minderz, violate any laws in your jurisdiction (including but not limited to copyright laws).

15. Violation of any of these agreements will result in the termination of your Minderz account. While Minderz prohibits such conduct and content on its site, you understand and agree that Minderz cannot be responsible for the Content posted on its web site and you nonetheless may be exposed to such materials and that you use the Minderz service at your own risk.

## 1 INTERPRETATION

1.1 In these terms and conditions, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings -

1.1.1 "App" means the Minderz's mobile application;

1.1.2 "Minderz" means Minderzcoza Proprietary Limited, registration number: 2016/279976/07 t/a Minderz, a company duly incorporated in terms of the company laws of the Republic of South Africa;

1.1.3 "Parties" collectively means Minderz and the Subscriber and "Party" shall mean either of them as the context may indicate;

1.1.4 "Pet" means the pets set out in the Product Specification;

1.1.5 "Product Specifications" means the product specifications relating to the product enlisted by the Subscriber on Platform;

1.1.6 "Services" means pet management and related services provided by the Service Providers;

1.1.7 "Service Provider(s)" means the providers of Third-Party Services;

1.1.8 "Subscriber" means any person who has subscribed to make use of the App; and

1.1.9 "Third Party Services" means the third-party services set out in the Product

Specifications.

## 2 INTRODUCTION

2.1 These terms and conditions regulate the relationship between Minderz and the Subscriber relating to the use of the App. By subscribing to the App the Subscriber hereby agrees to be bound by these terms and conditions and our privacy policy. Please read these terms closely to guarantee you understand each part before using our services. Once you start to use our services, you confirm that you fully understand and agree to the terms and conditions, including any amendments to it, which we may provide at any time.

## 3 SERVICES

3.1 Minderz provides a platform through the App for Subscribers to utilise the Services.

3.2 Through the App, the Subscriber can procure the Third-Party Services by completing the Product Specifications.

## 4 OBLIGATIONS OF THE SUBSCRIBER

4.1 The Subscriber shall not use the App for any purpose that is prohibited by these terms and conditions.

4.2 The Subscriber shall not, and shall not permit any third party to take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the App that -

4.2.1 infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;

4.2.2 the Subscriber knows to be false, misleading, untruthful or inaccurate;

4.2.3 is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, pornographic, offensive, or is otherwise inappropriate as determined by

Minderz in Minderz' sole discretion; or

4.2.4 constitutes unauthorised or unsolicited advertising, contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of the App.

4.3 The Subscriber shall not directly or indirectly decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the App.

## 5 UNDERTAKINGS

5.1 The Subscriber warrants that they have full capacity and authority to enter into, and perform their obligations in terms of these terms and conditions and undertake –

5.1.1 to do such things, at all times, perform all such acts and take all such steps, and to procure the doing of all such things, within their power of control as may be open to them and necessary for and incidental to the putting into effect of these terms and conditions and agree to assist Minderz in any manner that is necessary for Minderz to adequately perform its duties in terms of these terms and conditions; and

5.1.2 to ensure that all information disclosed by them to Minderz is true, accurate and not misleading in any material respect.

## 6 TERMS AND DEREGISTRATION

6.1 The subscription to and right to use the App shall be effective from the date of acceptance of the terms and conditions and will continue in accordance with the terms set out in these terms and conditions.

6.2 Minderz reserves the right, without stating any reason, to remove the Subscriber from the App and to block the Subscriber from accessing the App.

6.3 In the event that Minderz asserts its right of de-registration, it will be entitled to block

the Subscriber from accessing the App and will delete the Subscriber's data from the App and these terms and conditions shall cease to be of force and effect.

## 7 INDEMNITY AND LIMITATION OF LIABILITY

7.1 The Subscriber hereby indemnifies and hold harmless Minderz, its affiliates, shareholders, employees and directors from all liabilities, claims, and expenses, including reasonably and properly incurred attorneys' fees, that arise from or relate to the Subscriber's misuse of the App or any infringement by the Subscriber of any third party's intellectual property in connection with its use of the App.

7.2 Information contained and provided in the App may contain links to websites of Service Providers that are not owned or controlled by Minderz. Minderz cannot alter, edit or censor the content of such websites and thus assumes no responsibility and cannot be held liable for the content and/or practices of such websites.

7.3 Minderz shall under no circumstances be liable to the Subscriber, whether in contract, delict, breach of statutory duty or otherwise, without limitation, for any loss, damage, cost expenses incurred or suffered by the Subscriber in connection with the Services or the use of the Platform by the Service Provider.

## 8 FORCE MAJEURE

8.1 Minderz reserves the right, in its sole discretion, to –

8.1.1 modify or replace any of these terms and conditions, or change, suspend, or discontinue the App at any time by posting a notice on the site or by sending the Subscriber notice via email or by another appropriate means of electronic communication; and

8.1.2 impose limits on certain features and services or restrict access to parts or all of the App without notice or liability. While we will timely provide notice of modifications, it is also the responsibility of the Subscriber to check these terms and conditions periodically for changes.

8.2 Continued use of the App by the Subscriber following notification of any changes to these terms and conditions constitutes acceptance of those changes.

## 9. GENERAL

9.1 These terms and conditions are personal to the Subscriber, and are not assignable or transferable in any manner by the Subscriber except with the prior written consent of Minderz. Minderz may assign, transfer or delegate any of our rights and obligations hereunder without consent.

9.2 No agency, partnership, joint venture, or employment relationship is created as a result of these terms and conditions and neither party has any authority of any kind to bind the other in any respect.

9.3 Unless otherwise specified in these terms and conditions, all notices hereunder will be in writing and will be deemed to have been duly given when received; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

9.4 Failure by Minderz to enforce any part of these terms and conditions shall not constitute a waiver of its right to later enforce that or any other part of these terms and conditions.

9.5 These terms and conditions constitute the entire agreement between the Subscriber and Minderz relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of these terms and conditions not incorporated in these terms and conditions shall be binding on either of the Parties.

9.6 These terms and conditions supersede and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

9.7 No latitude, extension of time or other indulgence which may be given or allowed by Minderz to the Subscriber in respect of the performance of any obligation hereunder, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver of or otherwise affect any of its rights in terms of or arising from these terms and conditions.

9.8 These terms and conditions will in all respects be governed by and construed under the laws of the Republic of South Africa.