



TERMS OF USE

TERMS OF WEBSITE USE

- **Terms of Use:** These terms, along with the documents they mention, govern your use of our website (www.amoebatsc.com or any site that directs you there) and any social media pages we offer. We refer to these as "our website(s)."
- **Please Read:** Carefully read these Terms of Use before using our website. We suggest you print a copy for your records.
- **Privacy Policy:** These Terms of Use also refer to our Privacy Policy, which explains how we handle any Personal Information we collect from you or that you provide to us when you use our website.
- **Agreement:** By using our website, you agree to our handling of your information as described in the Privacy Policy. You also confirm that any Personal Information you provide is accurate.
- **If You Disagree:** If you do not agree with these Terms of Use, we ask that you please do not use our website.

INFORMATION ABOUT US

Website: Our website is owned and operated by AMOEBA MOBILE SOLUTIONS (PROPRIETARY) LIMITED ("AmoebaTSC", "we", "us", "our").

Registration Number: 2013/062549/07

Registered Address: 13 Main Road, The Gate Office Park, Cnr John Vorster and Akkerboom Str, Centurion ("Premises"; "Head Office").

For more information about us, [click here](#).

CHANGES TO THESE TERMS

We Can Change These Terms

We can update these Terms of Use at any time, and changes will be effective as soon as they are posted on our website.

Stay Updated

Please check these Terms of Use regularly, as you are bound by them.

CHANGES TO OUR WEBSITE

- We may update and modify our website and its content, with no obligation to notify Users.
- We may stop publishing our site at any time without notice and will not be responsible for any consequences.
- The Content on our website is provided for general information purposes only and that the Content may be out of date at any given time. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the Content on our site is accurate, complete, free from errors or omissions or up-to-date.

ACCESSING OUR WEBSITE

- **Free Access:** We provide access to our website free of charge.
- **No Guarantees:** We don't guarantee that our website, or its content, will always be available or without interruptions. Access is provided on a temporary basis.
- **We Can Change or Stop Access:** We may suspend, end, change, or remove any part of our website (including services, products, and materials) at any time without notice. We are not responsible if our website is unavailable for any reason.
- **Your Responsibility:** You are responsible for arranging your own access to our website, including mobile data and associated costs.
- **WE DON'T GUARANTEE THAT OUR WEBSITE WILL WORK ON ANY SPECIFIC DEVICES OR HARDWARE. ALSO, WHILE USING OUR WEBSITE YOU MAY EXPERIENCE MALFUNCTIONS AND DELAYS DUE TO THE NATURE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.**

RIGHTS GRANTED TO YOU

- Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our website and Content at any time, solely for your personal, non-commercial use, on any device which you are the primary user.
- We may terminate this licence at any time for any reason.
- Any rights not expressly granted herein are reserved by us.



TERMS OF USE

PROHIBITED USES

You may not use our website or Content:

- in any way that breaches any applicable local, national or international law or regulation (including intellectual property laws);
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- in any way that encourages any illegal activity, including, but not limited to, promoting or facilitating access to, use of and/or sale of illegal substances, services, information and/or devices;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: Spam);
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our website or the Content used by us or any other Users of our website;
- to access or attempt to access, without authority, interfere with, damage, alter, corrupt or disrupt any data or part of our website or the equipment or network on which the website is stored; and/ or
- in any way to facilitate or assist any third party to do any of the above.

You may further not:

- remove any copyright, trademark or other proprietary notices from any portion of our website or from the Services available;
- reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our website or the Services (or any part thereof);
- decompile, reverse engineer or disassemble our website or the Services except as may be permitted by applicable law;
- cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our website or unduly burdening or hindering the operation and/ or functionality of any aspect of our website;
- frame our website or any part thereof;
- access or use our website or the Content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorised content);
- transmit content that the user does not own or does not have the right to publish or distribute; or
- attempt to gain unauthorised access to or impair any aspect of our website or its related systems or networks.

No Commercial Use of Contact Info: Contact details (email addresses, names, phone numbers, addresses, etc.) listed on our website cannot be added to any database for commercial, marketing, or similar purposes. Displaying these details on our site does not grant permission to use them.

INTELLECTUAL PROPERTY RIGHTS

- We are the owner and/ or rightful licensee of all intellectual property rights (including but not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including the website look and feel and lay out and photos), inventions, trademarks, trade names, tables and compilations of data which are created, invented and/ or developed, registered or unregistered) in our website and Content.
- Unless specifically stated in these Terms of Use, your use of the Website grants no rights to you in relation to our intellectual property rights (or the intellectual property rights of third parties).
- You may copy, and may download extracts, of any page(s) from our website for your personal use and to determine whether you wish to use our Services and/or acquire Products advertised on our website. You may draw the attention of others to content posted on our website or by sharing same via social networks or other means available. Any other use, distribution or reproduction of our Content is prohibited unless expressly authorised in these Terms of Use or by law.
- You must not modify the copies of any materials you have printed off or downloaded from our website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on our website must always be acknowledged.
- We reserve the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on our Website.
- Any enquiries regarding any of the above relating to intellectual property must be directed to Amoeba TSC via our [Contact us](#) -page.



TERMS OF USE

LIMITATION OF OUR LIABILITY

- WE PROVIDE OUR WEBSITE TO YOU ON AN “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE QUALITY, RELIABILITY, SUITABILITY, ACCURACY, CORRECTNESS OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR PRODUCTS OR SERVICES OR OTHER INFORMATION, OR THAT PROVIDED BY ANOTHER USER, THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU.
- WE, OUR OWNERS, SHAREHOLDERS, AFFILIATES, PARTNERS, DIRECTORS, EMPLOYEES AND/ OR AGENTS (WHERE APPLICABLE) SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM INFORMATION MADE AVAILABLE ON (OR BY MEANS OF) OUR WEBSITE, OTHER USERS THEREON, OR THE ACCESS OR USE OF OUR WEBSITE OR THE USE OF ANY OF OUR OR ANY THIRD PARTY PRODUCT OR SERVICES.
- YOU AGREE TO FULLY INDEMNIFY, DEFEND AND HOLD US, AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS, HARMLESS IMMEDIATELY ON DEMAND, FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, ARISING OUT OF ANY BREACH OF THESE TERMS OF USE BY YOU, OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THIS WEBSITE OR ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR PERSONAL INFORMATION.
- WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, LEGISLATION, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.
- DIFFERENT LIMITATIONS AND EXCLUSIONS OF LIABILITY MAY APPLY TO LIABILITY ARISING AS A RESULT OF THE SUPPLY OF PRODUCTS AND/ OR SERVICES BY US TO YOU, WHICH WILL BE SET OUT IN OUR SERVICE SPECIFIC TERMS AND CONDITIONS.

SECURITY

- **We Strive for Security:** While we're not obligated to provide website security, we take reasonable measures to protect your information and communications with us. We work to keep our website safe, secure, and free from viruses and unauthorised access. However, due to the nature of the Internet, we cannot guarantee complete security at all times.
- **Monitoring for Security:** To protect all our users and to monitor for illegal activities as outlined in the Cybercrimes Act, you agree that we have the right to intercept, monitor, block, read, delete, or access any data sent to our website or through our communication channels (e.g., email, messaging).
- **Virus Protection:** We make an effort to virus-check files before uploading them to our website. However, we cannot guarantee that files downloaded from our site are virus-free, and we are not responsible for any damage caused by viruses. For your own protection, please use virus-checking software when using our website. Additionally, you agree not to upload any files containing viruses. You must virus-check all files before uploading them to our website.

LINKING TO OUR WEBSITE

- **Linking to Our Site:** You can link to our website (the homepage or your service provider's page) from your site or social media, as long as it's done fairly, legally, and doesn't harm our reputation or violate these Terms of Use.
- **No False Association:** Don't create links that suggest we endorse or approve of your site if we don't. You also can't link to our website from a site you don't own.
- **We Can Revoke Permission:** We can remove your permission to link to our site at any time without notice.



TERMS OF USE

CONTENT AND LINKS IN OUR WEBSITE

Links to Other Websites: Our website may contain links to third-party websites for your convenience. Please be aware that different terms of use and privacy policies may apply to those sites. We do not endorse these third-party sites and are not responsible for their content, products, or services. These links do not imply our agreement or support.

Content Ownership: We do not claim ownership of content displayed from other websites on our site. If you own content that is displayed here and want it removed, please contact us through the "[Contact Us](#)" page.

Your Risk: Your use of other websites is solely at your own risk and subject to the terms set by those websites.

Social Media Guidelines: When accessing, using, posting, or uploading anything to our social media pages (including Facebook, LinkedIn, YouTube, Twitter, Instagram, etc.), you agree to:

- Use the social media page legally and appropriately.
- Avoid harassing others or sharing their personal information.
- Not post any offensive, illegal, or harmful content.
- Not upload files that violate someone else's intellectual property or privacy rights without permission.
- Not upload files containing viruses or anything that could damage the social media page or other computers.
- Not impersonate anyone or misrepresent yourself.
- Not promote illegal activities.
- Not use software to collect information from the social media page.
- Not post anything that violates data protection or privacy laws.
- Only upload content that you own or have permission to use.
- Follow the social media platform's Terms of Use.
- Adhere **to the social network's guidelines** (e.g., Facebook's Code of Conduct, LinkedIn's User Agreement).

You are responsible for all content you post on our social media pages and ensure you have the right to post it. We may monitor content and remove anything that violates these rules or our Terms of Use, without notice.

No Social Media Complaints: Social media is not the place to resolve conflicts or file complaints. Please use our "[Contact Us](#)" page for those matters.

BREACH, SUSPENSION AND TERMINATION

- **Breach of Terms:** We decide if you've violated these Terms of Use. If you do, we will take appropriate action after giving you reasonable notice.
- **No Liability for Breach Response:** We are not liable for any actions we take in response to a violation of these Terms of Use.
- **Your Responsibility for Costs:** If we successfully enforce our rights under these terms, you will be responsible for all costs we incur, including legal fees.
- **Obligations Survive Termination:** Your obligations and responsibilities, even after you stop using our services or these terms end, will continue to apply.
- **No Waiver:** If we don't immediately enforce our rights, it doesn't mean we give up those rights. We can still exercise them in the future.
- **Terms That Continue:** Any part of these Terms of Use that needs to be followed even after the agreement ends will remain in effect.

Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

APPLICABLE LAW AND JURISDICTION

Please note that these Terms of Use, its subject matter and its formation, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the North Gauteng High Court (Pretoria) which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

CHANGE OF OWNERSHIP

If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights and obligations under these Terms of Use (including those as per our Privacy Policy) to a successor, purchaser, or separate entity. We will disclose the transfer on our website.



TERMS OF USE

ELECTRONIC COMMUNICATION AND CONTACT

Any Data Messages sent by us to you shall be deemed to have been sent from the Premises.

A Data Message is deemed to be sent:

- By us, at the time shown on such message, or if not so shown, at the time shown on our information system; and
- By you, at the time when we confirm receipt thereof.

A Data Message is deemed to be received:

- By us, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
- By you, once it enters your information system.

As provided for in terms of section 11(3) of the ECT Act, all information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use.

Attribution of Data Messages - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.

Expression of Intent – use of our website: For purposes of electronic communications between you and us, no electronic signature is required. The mere browsing of our website demonstrates your intent to be a party to these Terms of Use.

CONTACT US

Website Issues & Suggestions: For help with website functionality or to provide recommendations, please use the communication facility on our website ([click here](#)).

Service Questions: For questions about our Services, please visit our [Contact Us](#) page.

Complaints: We value your satisfaction. If you have a complaint, please contact us via our Contact Us page first. If you speak with a representative, please ask for a reference number. We will respond as soon as possible, but please note that we are not legally obligated to resolve every complaint.

Legal Matters:

Physical Address: See the "Information About Us" section above.

Legal Inquiries: Please use our [Contact Us](#) page. For legal inquiries, we will respond to the email address you provide (subject: "LEGAL").

Legal Notices: You agree that we may send you legal documents or notices via email, registered post to your address, or, if those methods fail, to contact information we find about you online.

- Notice Delivery: Any notice is considered received:
- If sent by registered post, 10 days after posting (unless proven otherwise).
- If delivered by hand, on the day of delivery during business hours.
- If sent electronically, as per the "Electronic Communication and Contact" section above.
- Actual Notice: Regardless of the above, a written notice we actually receive from you is considered valid.

DEFINITIONS

- **Content** means any information, content, images, video, audio, data, works of authorship, materials, software or technology which may be displayed on, incorporated into, underlying, or used to operate our website;
- **Cybercrimes Act** means the Cybercrimes Act 19 of 2020;
- **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
- **ECT Act** means the Electronic Communications and Transactions Act 25 of 2002;
- **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- **POPI Act** means the Protection of Personal Information Act of 2013;
- **Services** means the services as reflected on our website and promoted via other sites of ours; and
- **Users** mean users of our website.