



SUBSCRIPTION SERVICES ACCEPTABLE USE POLICY

This Acceptable Use Policy ("**AUP**") applies to the use of any product, platform, service or website provided by **AMOEBa MOBILE SOLUTIONS (PTY) LTD** ("Amoeba") where you are able to upload content, whether we provide the functionality directly or use another party to provide it to you (each, an "Amoeba Service"). This AUP is designed to ensure compliance with the laws and regulations that apply to the Amoeba Service. This AUP also protects the interests of all of our customers and their customers, as well as our goodwill and reputation.

Your use of the Amoeba Services means that you accept, and agree to abide by, all the policies in this AUP, which supplement our VISP Master Services Agreement.

1. INTERACTIVE SERVICES

- 1.1. We may from time to time provide interactive Services, that will enable you to upload information / data to the Amoeba Services.
- 1.2. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 1.3. We will do our best to assess any possible risks for users from third parties when they use any interactive service provided, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- 1.4. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

2. UPLOADING CONTENT TO OUR SITE/SERVICES OR SOCIAL NETWORK SITES

- 2.1. Whenever you upload content (including but not limited to textual, visual - or audio content and information, User ratings or feedback related to the Services, or support requests) ("**User Content**") to our Services, or to make contact with other Users of our Services, you must comply with the content standards set out in paragraph 3 below.
- 2.2. You represent and warrant that:
 - 2.2.1. You either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Us the license to the User Content as set forth above;
 - 2.2.2. neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and
 - 2.2.3. any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we or any third party suffer as a result of your breach of warranty.
- 2.3. You retain all of your ownership rights in your content. However, by providing User Content to us, you grant us a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and our business and on third-party sites and services (where we use third party Application providers), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity
- 2.4. We have the right to use any idea or suggestion that you make in terms of our Services and incorporate it into our intellectual property that we will own.
- 2.5. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will notify you as soon as reasonable possible on receipt of such third-party claim.
- 2.6. We do not review User Content except for branding amendments and possible format changes and are not involved in the actual transactions between our Clients and their customers. As most of the User Content on the Application comes from our Clients and/or other users, we do not guarantee the accuracy of User Content or user communications or the quality, safety, or legality of what's offered. In no event do we accept liability of any description for the User Content of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law.



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- 2.7. We have the right to remove any posting you make on the Application if, in our opinion, your post does not comply with the content standards set out in this policy.
- 2.8. The views expressed by other users on our site do not represent our views or values.
- 2.9. You are solely responsible for securing and backing up User Content.

3. CONTENT STANDARDS

- 3.1. These content standards apply to any and all material which you contribute to our site or any social network site we may make available (contributions), and to any interactive services associated with it.
- 3.2. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 3.3. Contributions must:
 - 3.3.1. Be accurate (where they state facts).
 - 3.3.2. Be genuinely held (where they state opinions).
 - 3.3.3. Comply with applicable law in the Republic of South Africa and in any country from which they are posted.
- 3.4. Contributions must not:
 - 3.4.1. Contain any material which is defamatory of any person.
 - 3.4.2. Contain viruses, corrupted files, or any other similar software or programs that may damage the operation of our Services or another person's computer;
 - 3.4.3. Contain any material which is obscene, offensive, hateful or inflammatory.
 - 3.4.4. Promote sexually explicit material.
 - 3.4.5. Promote violence.
 - 3.4.6. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - 3.4.7. Infringe any copyright, database right or trade mark of any other person.
 - 3.4.8. Be likely to deceive any person.
 - 3.4.9. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - 3.4.10. Promote any illegal activity.
 - 3.4.11. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - 3.4.12. Be likely to harass, upset, embarrass, alarm or annoy any other person.
 - 3.4.13. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
 - 3.4.14. Give the impression that they emanate from us, if this is not the case.
 - 3.4.15. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4. FURTHER USE POLICY

- 4.1. You will use our Services for your internal business purposes and will not:
 - 4.1.1. wilfully tamper with the security of our Services or tamper with our customer accounts;
 - 4.1.2. access data on our Services not intended for you;
 - 4.1.3. log into a server or account on our Services that you are not authorized to access;
 - 4.1.4. attempt to probe, scan or test the vulnerability of any of our Service or part thereof or to breach the security or authentication measures without proper authorization;
 - 4.1.5. wilfully render any part of our Service unusable;
 - 4.1.6. lease, distribute, license, sell or otherwise commercially exploit our Service or make our Service available to a third party other than as contemplated in your subscription to our Service;
 - 4.1.7. use our Service for bureau, timesharing or otherwise for the benefit of a third party; or
 - 4.1.8. provide to third parties any evaluation version of our Service without our prior written consent.

5. DEVELOPER TERMS

- 5.1. If you use any of our developer tools including any Application Programming Interfaces (APIs), developer tools, or associated software, you will comply with our Developer Terms as made available by us from time to time.



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6. BREACH OF THIS POLICY

- 6.1. Without any prejudice to any other right we may have in terms of the Services utilised by you, we may immediately suspend your access to our Service if you breach this AUP or don't respond to us in a reasonable period after we've contacted you about a potential breach of this AUP. We may also suspend your access as we explain in our Terms of Use or Terms of Service and, if you breach this AUP, we may terminate your agreement for cause. You acknowledge we may disclose information regarding your use of our Service to satisfy any law, regulation, government request, court order, subpoena or other legal process. If we make this type of required disclosure we will notify you, unless we are required to keep the disclosure confidential.
- 6.2. We are not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates this AUP. We further reserve all other rights.

7. CHANGES TO THE ACCEPTABLE USE POLICY

- 7.1. We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

END OF POLICY