

ImberTech Website Terms of Use

22.8.2023

Your access to and use of the website, related mobi-sites and software applications (the "Website") (as defined below) is subject to the terms and conditions of this agreement ("Agreement"). Please read these terms carefully before accessing or using the Website. If you do not agree to the terms and conditions set out in this Agreement, please do not access or use the Website.

What does this Agreement regulate?

This Agreement regulates your use of the ImberTech services, accessible at imbertech.co.za or such other URL as we may determine from time to time ("**Website**"). This Website is made available ImberTech Proprietary Limited (trading as ImberTech), registration number [2022/260393/07], a South African company with registered office at [90 Rivonia Road, Second Floor North Wing, Sandhurst, Sandton, 2196, South Africa] (the "**Company**").

This Agreement applies to any person or juristic entity or South African Company (hereinafter referred to as "**users**" or "**you**" or "**your**") who, for whatever purpose, accesses and/or uses the "**Website**":

1. to register to receive our newsletter ("**Newsletter**") and/or our updates and offers and/or other information;
2. to participate in our promotions;
3. to access any other product made available by means of the Website;
4. to use or receive any services supplied to you by the Company;
5. to access, download, refer to, install or use any associated software supplied by the Company (collectively, the "**Software**"); and
6. to access, use refer to, view and/or download any information made available on or by means of the Website ("**Content**").

The activities listed at 1 to 6 above are referred to as the "**Services**".

Amendments

To the extent allowed by law, the Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement on the Services. We may at any time change the prices. We will give you notice by email at least one month before any price change takes effect. You are responsible for regularly reviewing this Agreement. Continued use of the Services after any such changes shall constitute your consent to such changes. If you require any more information or have any questions about this Agreement, please feel free to contact us by email at support@imbertech.co.za

Registering for our Newsletter

You can register on the Website to join our mailing list by submitting your email address on the Website.

You must provide accurate and complete information as prompted on the Website or any other request made by us. Your registration will be rejected if you fail to properly complete the electronic registration process.

Newsletter registration cancellation

You have the right to cancel your registration to our Newsletter at any time in the manner set out below.

You may notify us of your wish to cancel your registration to our Newsletter by contacting us at [073-943-8315]. If you prefer, you may, but are not obliged to, send your notification of cancellation by email to support@imbertech.co.za in the following form:

"To: ImberTech (Proprietary) Limited (trading as ImberTech) I/we hereby give notice that I/we cancel the subscription to the ImberTech newsletter. Subscriber Number / Registered User Name: [insert, as applicable] Your name (or the customer's name if different): [insert] Your address (or the customer's address if different): [insert]"

Transaction Currency

All transactions referred to in this agreement will be in South African Rand (ZAR).

Logging a Ticket/Utilising the Service

In order to utilise our service and log tickets, you will be required to complete an electronic registration form which will include:

1. providing us with all the information we require, which may include (but not be limited to) a full name, valid email address, contact number and residential address; and
2. confirming your acceptance of the Agreement and Privacy Policy, as read with such other terms (if any) which the Company may require you to accept.

Nature of the Service

BY USING A SERVICE PROVIDER WHO IS OFFERING THEIR SERVICES THROUGH THE WEBSITE OR SOFTWARE, YOU AGREE AND UNDERSTAND THAT SUCH SERVICE PROVIDER IS AN INDEPENDENT CONTRACTOR. THE FACT THAT SUCH SERVICE PROVIDER MARKETS THEIR SERVICE THROUGH THE WEBSITE OR THE SOFTWARE DOES NOT IN ANY WAY CREATE, ESTABLISH OR SET UP ANY AGENCY, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP BETWEEN THE COMPANY AND SUCH SERVICE PROVIDER.

In the clauses above, you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of the Company are excluded. The Company is not a service provider and does not employ any service provider.

ImberTech is a Platform

The Website and Software are a communications platform ("Platform") for enabling the connection between individuals seeking to obtain services (such as information technology support services, hardware sales, information technology consulting services but not limited to) and/or individuals seeking to provide services (such as information technology support services, hardware sales, information technology consulting services, but not limited to). The Company checks the backgrounds of service providers via third party background check services; however, the Company does not guarantee or warrant, and makes no representations regarding, the reliability, quality or suitability of such service providers. When interacting with service providers you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. By using the Services, you agree to hold the Company free from the responsibility for any liability or damage that might arise out of the transaction involved. Neither the company nor its affiliates or licensors is responsible for the conduct, whether

online or offline, of any user of the Services. The Company and its affiliates and licensors will not be liable for any claim, injury or damage arising in connection with your use of the Services.

In the clauses above, you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of the Company are excluded. You are responsible for taking all security measures when engaging with a service provider.

Representations and Warranties

By using the Software or Service, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Software and Service. Without limiting the foregoing, the Service and Software is not available to children (persons under the age of 18) or others who are not capable of entering into binding contracts. By using the Software or Service, you represent and warrant that you are at least 18 years old and otherwise capable of entering into binding contracts. By using the Software or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Service and/or Software is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Software or Service you agree to comply with all applicable laws from the country, state and city in which you are present while using the Software or Service.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Software for your handset.

By using the Software or the Service, you agree that:

- You will only use the Service or Software for lawful purposes; you will not use the Service for sending or storing any unlawful material or for fraudulent purposes.

- You will not use the Service or Software to cause nuisance, annoyance or inconvenience.
- You will not impair the proper operation of the network.
- You will not try to harm the Service or Software in any way whatsoever.
- You will not copy, or distribute the Software or other content without written permission from the Company.
- You will only use the Software and Service for your own use and will not resell it to a third party.
- You will keep secure and confidential your account password or any identification provided to you which allows access to the Service.
- You will provide us with whatever proof of identity the Company may reasonably request.
- You will only use an access point or data account that you are authorized to use.
- When requesting cleaning services by SMS, you opt-in to receive text messages from the Company, and acknowledge that standard messaging charges from your mobile network service provider may apply, and you represent and warrant that the number provided is your own cell phone number.

Information submitted by users and personal information

By submitting any information to us under this Agreement and/or by means of the Website or the Software, you warrant that you are entitled to use that information for the purpose for which it was submitted, and that we may use it for such purpose. You also agree that you will ensure that all such information is and is kept accurate and up-to-date at all times. **To the extent allowed by law, it is your responsibility to keep your user credentials (including any passwords) secure, and the Company is entitled to rely on any actions taken on your account, for example submissions and/or changes to information, as having been done, or authorised to be done, by you, and the Company will not be liable for any loss or damage which you may suffer due to unauthorised access to your account and you will be responsible if the Company suffers any loss due to unauthorised access to your account.**

You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using

the Services, you agree to comply with all applicable laws from the country, state and city in which you are present while using the Services.

During the course of your interaction with the Company, whether through the Website or the Software, you may be required to provide us with your personal information. By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes and in the manner described in our Privacy Policy.

In the clause above you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of the Company are excluded. The Company will not be responsible or liable if you do not update your details or if we do something using incorrect or out-of-date details which you have provided. It is your responsibility to keep any passwords secure. Everything done through your account will be treated as if it was done by you. You will be unable to hold the Company liable for any loss you may suffer as a result of your account being compromised. If the Company suffers a loss due to the unauthorised use of your account, you will be liable to reimburse them.

Accessing the Website and/or Software

You may only access the Website and/or Software using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. **To the extent allowed by law, the Company is not liable for your inability to access the Website, Software, Services or Content if you do not have a compatible computer, mobile phone or other similar device ("Access Device") or if you have downloaded the wrong version of the Software for your Access Device.**

You, at your own cost, are responsible for obtaining and maintaining the Access Device, adequate and reliable internet access, and all information technology and telecommunication facilities, equipment, hardware, software, systems, and the like, ("Technology") needed to access the Internet and to use the Services. We are not responsible for any Internet access charges, service provider charges and/or data usage charges. These charges must be paid by you or the owner of the Access Device.

In the clauses above, you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of the Company are excluded. You are responsible for ensuring that you have access to an appropriate Access Device and to Technology to enable you to use the Website, Software and/or the Services and for paying all associated costs.

Your use of the Services

By using the Services, you agree that:

- you will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes;
- you will not use the Services to cause nuisance, annoyance or inconvenience;
- you will not impair the proper operation of the network from which the Website and/or Software operate;
- you will not try to harm the Website, Services or Software in any way whatsoever;
- you will not copy, or distribute the Software or other content without written permission from the Company;
- you will only use the Services for your own use and will not: (i) frame, modify, distribute, commercialise, exploit and/or alter the Website, Software or the Content; (ii) incorporate any part of the Content in any other work or publication; and/or (iii) use the Content or perform any other act which is not considered fair use and/or fair dealing under applicable law;
- you will keep secure and confidential your account password or any identification provided to you which allows access to the Services;
- you will provide us with whatever proof of identity the Company may reasonably request;
- you will only use an access point or data account that you are authorized to use; and

You are strictly prohibited from using the Website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

You must not intercept any information transmitted to or from us or the Website or Software which is not intended by us to be received by you.

Subject to the further provisions of this Agreement, the Services may only be used by you for lawful purposes and it is expressly recorded that the Company does not grant you any rights to access or use any source code underlying the Website and/or the Software (to the extent applicable).

License Grant & Restrictions

The Company hereby grants you a non-exclusive, non-transferable, right to use the Software and Service, solely for your own personal, non-commercial purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by the Company and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Software in any way; (ii) modify or make derivative works based upon the Service or the Software; (iii) create Internet "links" to the Service or "frame" or "mirror" any Software on any other server or wireless or Internet-based device; (iv) reverse engineer the Software; (v) access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Software, or (c) copy any ideas, features, functions or graphics of the Service or Software, or (vi) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Software.

You may use the Software and Service only for your personal, non-commercial purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software or Service or the data contained therein;

or (v) attempt to gain unauthorized access to the Software or Service or its related systems or networks.

Payment Terms

Any fees which the Company may charge you for the Software or Service are due prior to the provision of services in order to confirm an appointment for your IT Support services, and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, the Company's decision to terminate your usage, disruption caused to our Software or Service either planned, accidental or intentional, or any reason whatsoever. The Company reserves the right to determine final prevailing pricing - Please note the pricing information published on the website may not reflect the prevailing pricing.

The Company, at its sole discretion, may make promotional offers with different features and different rates. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. The Company may change the fees for our Service as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested about how we charge for the Service.

Use of the Service

Where we describe Service Providers as “vetted” or similar, we are promising only that we have carried out certain checks as specified on our Website at the time you may log a ticket and that those checks did not reveal any cause for concern. You acknowledge that in carrying out these checks we are reliant on information supplied by third parties. We cannot guarantee that that information is accurate. Nor can we guarantee that the Service Providers are otherwise suitable for your purposes. You use Service Providers at your risk.

Supply of Services:

- Your order is an offer that is only accepted when we send you an email on behalf of one of your selected Service Providers confirming your ticket.
- You agree to treat Service Providers courteously and lawfully. You agree to provide a safe and appropriate working environment for Service Providers in compliance with all applicable laws and regulations and that you will provide reasonable co-operation to Service Providers to enable them to supply Services.

- You agree to communicate any complaints to us and not the Service Provider. You agree to comply with our complaint and other policies on our Website as may be varied from time to time.
- You acknowledge that your nominated Service Provider may be unavailable from time to time e.g. through illness or vacation or leaving our service.
- You agree that during the period of this agreement you will not book any services from, or engage, any Service Provider outside of our Website. You agree not to engage any Service Provider for **6 months** after termination of this agreement.
- Placement Fee : Should you at any stage make an appointment with a Service Provider outside of booking said appointment via the ImberTech platform, you will be liable to pay ImberTech a placement fee reckoned at R6000 ex VAT, this placement fee shall be payable within 10 (ten) working days of his/her appointment with you. No termination of the appointment or variation of its terms will entitle you to any repayment of the placement fee. This clause will survive the termination of this agreement, and will apply for 6 (six) months after its termination.

Credit Terms

The Company will make use of electronic credits ('Credits') as a payment method for use on The Platform. A user will be able to purchase these credits which will be loaded directly to The User's account on The Platform. From time to time, The Company will reimburse A Contractor in the form of these credits, in exchange for providing Services. These credits are not transferable or assignable: it is only eligible for redemption via the original email address that they were credited to and may only be redeemed against orders for The Company. These credits do not accrue interest and are not refundable for cash once purchased.

- **Credits are non-refundable** unless the Company expressly agrees to refund you, in writing, at its own discretion.
- **Credits are not equivalent to money.** Our credits on our database are a way to track the Contractors work for you, relative to the amount you have paid to us. They are in no way shape or form an asset or a claim to remuneration or a derivative of any kind.

Payment for Services / Cancellation by You:

- You must maintain a valid cheque / credit card registered on our Website. You must ensure that all contact and payment information (eg company details, email address, physical addresses, cheque / credit card numbers) which you provide is accurate and not misleading and that you will update it so that it remains so.
- Prices include any applicable VAT or other sales tax unless otherwise stated.
- In order to utilise our Services, you are required to pay and load credits onto our database, to be spent on support services when needed.
- Upon logging a ticket, the Company will reserve the estimated support fee amount of your credits on our database. Once the IT support services have been completed, the full actual amount due for the booking appointment will be deducted from your credit amounts.
- We may at any time change the prices. We will give you notice by email at least one month before any price change takes effect. If you do not accept the new fee, you should cancel this agreement as explained below. Otherwise the Services supplied after the expiry of the one month's notice will be at the new price.
- You can at any time cancel any individual ticket or this agreement as a whole via the platform or by contacting us.
- If there is a no-show and you notify us via our Website or Platform within 24 hours after the scheduled start time, then we will add back the reserved credits to your balance on the system. We reserve the right not to make a refund or adding back of credits or re-arrange a visit if we are not notified within that 24 hour period.

If any amount due by you is unpaid, we may:

- Charge reasonable additional administration costs; and/or
- Charge interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the National Credit Act of 20015, and/or
- Arrange of the supply of Services to be suspended; and/or
- Cancel this agreement on written notice (including email).

Cancellation by us:

- We may at any time without cause cancel any particular ticket or this agreement as a whole including your right to use our Website, giving notice

by email to the extent reasonably practicable. If so, we will refund any amounts due to you for outstanding paid for IT support services.

Following cancellation of this agreement:

Accrued rights and liabilities are unaffected. All clauses in this agreement which are stated or intended to continue after cancellation will continue to apply. You must not attempt to re-register for or continue to use our Website if we have given you notice of cancellation.

Changes to the terms and conditions:

- We may change these terms and conditions by posting the revised version on our Website at least 14 days before they become effective. Please check our Website from time to time. You will be bound by the revised agreement if you continue to use our Website or the Services following the effective date shown.

Your Content:

- You are responsible for your Content.
- You must not publish or send any Content (including links or references to other content) which is threatening, harassing, invasive of privacy, defamatory, offensive, racist, hateful, discriminatory or abusive or which we otherwise consider to be inappropriate;
- If you post a Review, you also promise that it is your independent, honest, genuine opinion.
- You promise to us that you have (and will retain) all rights and permissions needed to enable us to use your Content as contemplated by the Website and these terms and conditions.
- We reserve the right without notice or refund to suspend, alter, remove or delete Content or to disclose to the relevant authorities any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal act has been committed, or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant Content.
- We do not accept responsibility if your Content is misused by other Users as this is outside our reasonable control.
- We reserve the right to irretrievably delete your Content at any time.

Social Media:

- We reserve the right to remove any comments from our social pages as well as any comments on paid adverts on any social media sites.
- All winners for social media competitions are chosen at our discretion.
- We try our best to reply to any queries on our social media sites as quickly as possible between 8am and 5pm (GMT +2).
- For any urgent queries outside of these hours, please contact support@imbertech.co.za

Content of other Users:

- We do not endorse or recommend any Reviews by other Users. You rely on such information at your own risk. We accept no legal responsibility for the accuracy of, or otherwise in relation to, any such Reviews.

Security:

- Your account on our Website is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).

Limitation of Liability

Functioning of our Website:

- We cannot guarantee that the Website will be uninterrupted or error-free.
- We are entitled, without notice and without liability, to suspend the Website for repair, maintenance, improvement or other technical reason.

Liability:

- Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything that may not legally be excluded or limited.

- You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.

To the extent allowed by law, neither we nor any of our employees, officers, directors, subsidiaries, shareholders, affiliates holding companies, affiliates, successors, assigns, representatives, agents, advisers, service providers, sub-contractors and suppliers shall be liable for any loss or damage where:

- **There is no breach of a legal duty of care owed to you by us or by any of our employees or agents;**
- **Such loss or damage was not reasonably foreseeable by both parties;**
- **Such loss or damage is caused by you, for example by not complying with this agreement; or**

You will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this Agreement or misuse of our Website, Services, Content or Software (subject of course to our obligation to mitigate any losses).

In the clauses above we exclude our liability to you under this Agreement and in relation to your use of the Website or Software or Services and for certain kinds of damages and losses, to the extent permissible by law. You will not be able to recover such damages and losses from us.

Employment and Tax

ImberTech is not an employment service and does not serve as an employer of any User or Service Provider. As such, ImberTech will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, social security or payroll withholding tax in connection with the use of these Services. You understand and agree that if ImberTech is found to be liable for any tax or withholding tax in connection with these Services, then the Service Provider will immediately reimburse and pay to ImberTech an equivalent amount, including any interest or penalties thereon.

Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the

Software and the Service. To the extent you provide any suggestions, ideas, enhancement requests, feedback, recommendations or other information regarding the Service or Software, you hereby assign to the Company all right, title and interest thereto. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Software and Service are trademarks of the Company or third parties, and no right or license is granted to use them.

Gift Vouchers, Coupons, Third Party Vouchers and Referral Bonus Program Terms

The Company may from time to time make electronic gift vouchers (“Gift Vouchers”) and electronic promotional coupons (“Discount Vouchers”) available for use on The Platform towards the creation of an order. The Company may also from time to time offer referral bonuses (in the form of credit) for use on The Platform to Users who refer The Company to their friends and acquaintances and meet certain further requirements (“Referral Bonuses”). This is called “Invite & Earn” on The Platform. Vouchers, Coupons and Referral Bonuses can only be redeemed while they are valid and their expiry dates cannot be extended. More specifically:

General rules and terms:

- A User must have created a valid account for use of The Platform;
- Referring friends and acquaintances who already have accounts with The Company do not count or qualify;
- A User may only sign up one email address belonging to yourself for the purposes of benefitting from promotional coupons. The User may not create fictional profiles, email addresses or accounts, or otherwise abuse The Platform;
- A User may not sign up for an account on behalf of a friend or acquaintance, nor may A User sign up using a friend’s or acquaintance’s email address. Each User who signs up as A User must sign up as him- or herself with full knowledge that he/she is creating an account;
- A User may not use someone else’s account in order to create an order for yourself via The Platform; and
- Any abuse or attempted abuse of vouchers, coupons and the Referral Bonus Program in contravention of these Terms and Conditions may

amount to theft and will be dealt with harshly. Without prejudice to any other remedies it may have, The Company reserves the right to suspend or terminate A User's account if you are suspected of breaching these Terms and Conditions.

Site Promotions:

- From time to time The Company will run promotions. For each promotion there will be specific Terms and Conditions. Promotions may require The User to apply the stated Promotional Coupon to the order booked via The Platform during the booking process. The Company may not be held liable in the event that The User does not apply The Coupon when creating the order during the booking process and this Coupon cannot be added manually by The Company to any existing order created by The User.

Promotional Coupons ("Discount Vouchers"):

- Coupons are issued electronically at The Company's sole discretion. Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.
- As a general rule, and unless specified otherwise on the specific Coupon itself:
 - A Coupon can only be used once by A User, with promotional offers on The Platform;
 - Only one Coupon can be used per User/email address/residential address unless The Company specifies otherwise; and
 - The value of the Coupon will be set off against the value of the order booked and the balance remaining, if any, will be payable by you.
 - Multiple user accounts may not be set up in order to use one-use Coupons multiple times.
 - Only one Coupon may be used against an order created for a single residence, address, property.
 - The Company cannot be held responsible or liable where any user has not applied a Coupon to an order created during the booking process via The Platform and this Coupon cannot be added manually by the Company to any existing order created by A User.
 - Where a Coupon has been applied to an order booked and The User elects to cancel this order, the Coupon value will be forfeited and cannot be activated for use against a different order booked.

- A Coupon can only be applied to an order created during the promotional period, and The Company will not apply any Coupon to an existing order created.
- Coupons cannot be used to buy Vouchers or other Coupons, cannot be exchanged for cash, and are not transferable to any other person.

Third Party Reward Vouchers (“Third Party Vouchers”):

- Third party reward vouchers, assigned under customer account by ImberTech, are subject to the third-party entity’s vouchers Terms and Conditions.

Referral Bonus Program (Invite & Earn):

- Users will be given a code that you may share with friends and acquaintances for use against a Professional Service.
- Referral Bonuses are valid indefinitely. Referral Bonuses can be redeemed on the ImberTech Platform.
- Where a successful order is created with a referral code and completed and paid for in full, you will be rewarded with referral credits.
- The Company cannot be held responsible or liable where A User has not applied your unique code during the booking process and this referral code cannot be added manually by The Company to any existing order created by A User.
- A User’s unique code may only be used by your friends and acquaintances and A User may not use their own code against an order for your own home.
- Multiple referral codes may not be used to create multiple orders for the same residence.
- The Company referral credits are redeemable only for The Service.
- The Company referral credits have no cash value and are not redeemable for cash unless otherwise required by law.
- Referral Bonuses cannot be used to buy other Vouchers or Coupons, and are not transferable: they are only eligible for redemption via the original email address that they were sent to.
- Referral Bonuses do not accrue interest and are not refundable for cash once purchased.
- If your Referral Bonus is insufficient for the order you create, you may make up the difference by paying via one of our other payment methods.

- The Company reserves the right, in its sole discretion, to change the rules around the Referral Bonus Program (including without limitation the value of any Referral Bonus) without prior notice, and to cancel or revoke any Referral Bonuses at any time.
- Without limiting our other rights and remedies, we may terminate such code and/or your account for any breach of this Section or other Terms and Conditions for The Company.

Privacy; ECT Act

Please visit ImberTech.co.za/privacy to understand how the Company collects and uses personal information. The Electronic Communications and Transactions Act of 2002 (the "ECT" Act) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under South African copyright law. If you believe in good faith that any content made available in connection with the Service or Software infringes your copyright, you (or your agent) may send the Company a notice requesting that the content be removed, or access to it blocked. Notices and counter-notices must meet the then-current statutory requirements imposed by the [ECT Act](#). Notices and counter notices with respect to the Service or Software should be sent to the Company at:

By Mail:

90 Rivonia Road
Second Floor, North Wing
Sandhurst
Sandton
2196
South Africa

By Email: support@imbertech.co.za

The Electronic Communications and Transactions Act 25 of 2002 states that when goods or services are offered by way of electronic transactions, the seller must make certain information available to customers on the website where the goods or services are offered.

Company Directors:	Sybrand P. de Kock, Tristan Roodt
Email address:	support@imbertech.co.za
Telephone number:	082 767 6315

Alternative dispute resolution:	Submit a query: imbertech.co.za/contact
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Third Party Interactions

During use of the Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party service providers, advertisers or sponsors showing their goods and/or services through the Website or Software. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Company does not endorse any sites on the Internet that are linked through the Website or Software, and in no event shall the Company or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. The Company provides the Software and Website to you pursuant to the terms and conditions of this Agreement. **You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Company disclaims any and all responsibility or liability of any kind for any direct, indirect, incidental or consequential loss or damage arising from such agreements between you and the third party providers or from any use of, or reliance on, any data, information, claims, statistics, undertakings and/or representations displayed on any third party website.**

To the Extent allowed by law, the Company

- a. specifically disclaims any legal responsibility for any data, information, endorsements, materials, representations or personal opinions displayed on any third party website; and
- b. shall not be liable for any inaccurate, defamatory, unlawful, offensive, or discriminatory data

In the clauses above, you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of the Company are excluded. You engage with and/or rely on information provided by third parties (including advertisers) through the Website at

your own risk. The Company is not responsible or liable for any loss, liability, or damage arising from your engagements with such third parties and/or reliance on such information.

Indemnification

By entering into this Agreement and using the Software or Service, you agree to defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of cleaning services arranged via the Service or Software, or (c) your use or misuse of the Software or Service.

- a. your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein;**
- b. your violation of any rights of any third party, including providers of services arranged via the Website or Software;**
- c. your use or misuse of the Software or Website; or**
- d. any claim that any content or information submitted or posted by you or on your behalf is inaccurate, defamatory, unlawful, offensive and/or discriminatory and/or that it caused damage or loss to any person.**

This provision will survive termination, modification or expiration of this Agreement and your use of the Website, Software and Services.

In the clause above you agree that in certain circumstances we may face claims for losses, damages, and liabilities arising out of, among other things, your use of the Website, Software and/or Services. In these circumstances, you will have to pay all amounts which we may have to pay as a result of these claims and defend us in such claims.

Termination

The Company reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service, for any reason, including if the Company believes that you have violated this Agreement. The Company shall not be liable to you or

any third party for any modification, suspension or discontinuation of the Service. The Company will use good faith efforts to contact you to warn you prior to suspension or termination of your account by the Company.

Disclaimer of Warranties

The company makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the service or software. The company does not represent or warrant that (a) the use of the service or software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service or software (including any cleaning services) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service (including any cleaning services) will meet your requirements or expectations, (e) errors or defects in the service or software will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The service and software is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by the company. The company makes no representation, warranty, or guaranty as to the reliability, safety, timeliness, quality, suitability or availability of any services, products or goods obtained by third parties through the use of the service or software. You acknowledge and agree that the entire risk arising out of your use of the software and service, and any third party services or products, remains solely with you, to the maximum extent permitted by law.

Network Delays

The company's service and software may be subject to limitations, delays, and other problems inherent in the use of the Internet, telecommunications networks and electronic communications. The company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Limitation of Liability

To the extent permitted by applicable law, in no event shall the Company's aggregate liability exceed the amounts actually paid by and/or due from you in the six (6) month period immediately preceding the event giving rise to such claim. In no event shall the Company and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including personal injury, loss of data, revenue, profits, use or other economic advantage). The Company and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by you, including but not limited to loss, damage or injury arising out of, or in any way connected with the Website, Service or Software, including but not limited to the use or inability to use the Website, Services or Software, any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any third party service provider, advertiser or sponsor whose advertising appears on the Website or the Software or is referred by the Website or Software, even if the Company and/or its licensors have been previously advised of the possibility of such damages.

In the clauses above we exclude our liability to you under this Agreement and in relation to your use of the Website, Software or Services and for certain kinds of damages and losses, to the extent permissible by law. You will not be able to recover such damages and losses from us.

The Company may introduce you to third party service providers (i.e. services providers that are not registered on the Platform) for the purposes of providing services. We will not assess the suitability, legality or ability of any third-party service providers and you expressly waive and release the Company from any and all liability, claims or damages arising from or in any way related to the third-party service provider. The Company will not be a party to disputes, negotiations of disputes between you and such third-party cleaning providers. Responsibility for the decisions you make regarding services offered via the Software or Website (with all its implications) rests solely with you. We will not assess the suitability, legality or ability of any such third party service provider and you expressly waive and release the Company from any and all liability, claims, causes of action, or damages arising from your use of the Software or Website, or in any way related to the third party service providers introduced to you by the Software or Website.

The quality of the services scheduled through the use of the Website or Software with a third-party service provider is entirely the responsibility of the third-party

service provider who ultimately provides such services to you. Nothing on the Website or Software constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

By using the service or software, you agree that the exclusions and limitations of liability set out in this agreement are reasonable. If you do not think they are reasonable, you must not use the service or software.

Satisfaction Guarantee

The ImberTech Satisfaction Guarantee is available to Users of the Service and is the sole liability of The Company to Users of the Service. If you are not satisfied with the quality of the initial Service requested and paid for through the Platform, then, subject to applicable law, The Company will assess complaint/query for use against a future booking and SweepCred will be applied to the User's account. The hours granted will be based on tasks completed poorly or not completed at all at the discretion of the Company.

Coverage Under the Satisfaction Guarantee:

A User will be covered under the Satisfaction Guarantee for every ticket, subject to the exclusions below, provided:

- The Professional Service is agreed to between a User and a Service Provider through the Platform, performed by the Service Provider hired by the User and paid for in full through the Platform;
- The Professional Service does not violate the Company's Terms of Use;
- You have reported your satisfaction in writing within 72 hours of the Professional Service; and
- Your account is in good standing with no outstanding balances owed to the Company.

Insurance

You are responsible for providing a safe and secure working environment for the Service Provider, and for obtaining all necessary insurance relevant to your home and persons in your home. You hereby release the Company and the Platform and the Service Providers from any liability for injuries, property loss or other damages arising out of the Services to the fullest extent permitted by the law.

Non- discrimination

In the performance of this Agreement, the Client agrees that they shall not engage nor employ any unlawful discriminatory practices in their engagement and access to the ImberTech App or with engagement with the SweepStars or ImberTech, in any other respect, on the basis of race, religious creed, colour, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

Consumer Protection

If this Agreement and/or any Content and/or Services provided and/or made available on the Website or Software are regulated by or subject to the Consumer Protection Act 68 of 2008, as may be amended from time to time (the "**CPA**"), it is not intended that any provision of this Agreement contravene any provision of the CPA. Therefore all provisions of this Agreement must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with.

No provision of this Agreement (or any contract governed by this Agreement):

- a. 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;
- b. 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
- c. limits or excludes any warranties or obligations which are implied into this Agreement (or any contract governed by this Agreement) by the CPA (to the extent applicable) or which we give under the CPA (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

Notice

The Company may give notice to you by means of a general notice on the Service, electronic mail to your email address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after

mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to the Company (such notice shall be deemed given when received by the Company) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following addresses (whichever is appropriate): 57 Oak Avenue, Riverclub, Sandton, 2191 addressed to the attention of: Chief Executive Officer.

Controlling Law and Jurisdiction

This Website and Software is controlled, operated and administered by the Company from its offices within the Republic of South Africa. Access to the Website and Software from territories or countries where the content or purchase of the Services sold on the Website is illegal is prohibited. You may not use this Website or the Software in violation of South African laws and regulations. If you access this Website or the Software from locations outside of South Africa, you are responsible for compliance with all local laws. This Agreement shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the Cape Town High Court in the event of any dispute. If any of the provisions of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between you and the Company with regard to the use of the Services, Software and Website.

Dispute Resolution

INFORMAL NEGOTIATIONS. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("**Dispute**"), you and the Company agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice, as set forth above.

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and ImberTech on any matter provided for in, or arising out of these T&C, and not resolved through the Customer Relations Department of ImberTech, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The expedited arbitration rules may be downloaded [here](#).

WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. You and the Company agree that any arbitration will be limited to the Dispute between the Company and you individually. You acknowledge and agree that you and the company are each waiving the right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and the Company otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" Section will be deemed null and void.

Assignment

This Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) any other successor or acquirer. Any purported assignment in violation of this section shall be void.

General

No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Service or Software. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and the Company regarding the subject matter contained herein.

Other Parties

You accept that, as a corporation, the Company has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Company's officers or employees in respect of any losses you suffer in connection with the Service or Software. Without prejudice to the foregoing, you agree that the limitations of warranties and liability set out in this Agreement will protect the Company's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Company.

Breaches of these terms and conditions

Without prejudice to the Company's other rights under these terms and conditions, if you breach these terms and conditions in any way, the Company may take such action as the Company deems appropriate to deal with the breach, including suspending your access to the Service or Software, prohibiting you from accessing the Service or Software, blocking computers using your IP address from accessing the Service or Software, contacting your internet service provider to request that they block your access to the Service or Software and/or bringing court proceedings against you.

Complaints

If you have any complaints, please contact us via the contact details shown on our Website or write to us at:

90 Rivonia Road
Second Floor, North Wing
Sandhurst
Sandton
2196
South Africa