

CONSUMER PROTECTION ACT , no 68 of 2008 (“CPA”)

YOUR ATTENTION IS DRAWN TO THE FOLLOWING CLAUSES HIGHLIGHTED IN BOLD:

- **which limit the risks and liability of Solution House Software (Pty) Ltd (“SH”) to you and other parties (clauses 4, 9 and 11);**
- **where you assume certain risks and liabilities (clauses 4, 8, 9,11 and 14);**
- **where you acknowledge that you are aware of certain facts relating to the agreement (clauses 1, 2, 3, 4, 5, 7, 8, 9, 11, 13.2, 13.3 and 14).**

If you require an explanation of these clauses please contact SH and we will assist you.

Terms of Service

These Terms of Service ("**Terms**") govern your agreement with **Solution House Software (Pty) Ltd (“SH”)** and your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, Services such as Location Based Services and Facial Recognitions Services, buttons, and widgets, (the "**Services**"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "**Content**"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

1. Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

You may use the Services only if you can form a binding contract with SH and are not a person barred from receiving services under the laws of the Republic of South Africa (“RSA”) or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, provincial, national, and international laws, rules and regulations.

The Services that SH provides are always evolving and the form and nature of the Services that SH provides may change from time to time without prior notice to you. In addition, SH may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

2. Privacy

Any information that you provide to SH is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to other countries for storage, processing and use by SH. Furthermore, additional or specific Terms of Service are applicable for specific services such as Facial Recognition and Location Based Services which can be [accessed here](#). As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your SH account, which you may not be able to opt-out from receiving.

3. Passwords

If applicable, you are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. SH cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

4. Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will SH be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

5. Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. **By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).**

You agree that this license includes the right for SH to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with SH for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

Such additional uses by SH, or other companies, organizations or individuals who partner with SH, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. SH will not be responsible or liable for any use of your Content by SH in accordance with these Terms. **You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.**

6. Your License To Use the Services

SH hereby grants the End User a limited, personal, non-transferable, revocable, non-exclusive, without the right to sublicense, worldwide license to use, install and operate the Software on a subscription basis, solely for the purpose of (1) granting the right to access and use the Software to its own internal Concurrent User or Named User. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by SH, in the manner permitted by these Terms.

“Concurrent User” means any individual user of the Software who is authorized by an End User to access or use the Software, it being understood that each simultaneous login to the Software (through active browser sessions, desktop application and device application) shall be deemed to constitute one Concurrent User. Hence, when one user is simultaneously logged in to the Software from two different devices, this constitutes two Concurrent User sessions.

7. SH Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of SH and its licensors. The Services are protected by copyright, trademark, and other laws of both the RSA and foreign countries. Nothing in the Terms gives you a right to use the SH name or any of the SH trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding SH, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. Restrictions on Content and Use of the Services

You must be at least 18 years old to use the Services.

You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Services.

You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Services, including, without limitation, your or any other person's credit card information, national identity numbers, non-public phone numbers or non-public email addresses.

You may not use the Services for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations applicable to your use of the Services and your Content (defined below), including but not limited to, copyright laws.

You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Services.

You must not change, modify, adapt or alter the Services or change, modify or alter another website so as to falsely imply that it is associated with the Services or SH.

You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (a/k/a "spam") to any SH users.

You must not use domain names or web URLs in your username without prior written consent from SH.

You must not interfere or disrupt the Services or servers or networks connected to the Services, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any SH page is rendered or displayed in a user's browser or device.

You must not attempt to restrict another user from using or enjoying the Services and you must not encourage or facilitate violations of these Terms of Use or any other SH terms.

Violation of these Terms may, in SH's sole discretion, result in termination of your SH account. You understand and agree that SH cannot and will not be responsible for the Content posted on the Services and you use the Services at your own risk. If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for SH, we can stop providing all or part of the Services to you.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of SH, its users and the public.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, SH's computer systems, or the technical delivery systems of SH's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by SH (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with SH (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of SH is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

9. Copyright Policy

SH respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, SH will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is: 18 Hout Street, Paarl, 7646

10. Ending These Terms

The Terms will continue to apply until terminated by either you or SH as follows.

You may end your legal agreement with SH at any time for any reason by deactivating your accounts and discontinuing your use of the Services. You do not need to specifically inform SH when you stop using the Services. If you stop using the Services without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 7, 8, 10, 11, and 12. Nothing in this section shall affect SH's rights to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

11. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of SH and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "SH Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE SH ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The SH Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the SH Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the SH Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the SH Entities of such websites or resources or the content, products, or services available

from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SH ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE SH ENTITIES EXCEED THE GREATER OF ONE HUNDRED SOUTH AFRICAN RANDS (ZAR100.00) OR THE AMOUNT YOU PAID SH, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE SH ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. General Terms

A. Waiver and Severability

The failure of SH to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the RSA without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the Western Cape High Court (Cape Town), RSA, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

C. Entire Agreement

These Terms and our [Privacy Policy](#) are the entire and exclusive agreement between SH and you regarding the Services (excluding any services for which you have a separate agreement with SH that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between SH and you regarding the Services. Other than members of the group of companies of which SH, is the holding company, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at <https://www.myincidentdesk.com/legal>. If the revision, in our sole discretion, is material we will notify

you via an e-mail to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by Solution House Software.

Effective: 6 January 2013

13. SH Privacy Policy

This Privacy Policy describes how and when SH collects, uses and shares your information when you use our Services. SH receives your information through our various websites, SMS, APIs, email notifications, applications, buttons, widgets, and ads (the "**Services**" or "**SH**") and from our partners and other third parties. For example, you send us information when you use SH from our website, post or receive via SMS, or access SH's website or the Services from an application. When using any of our Services you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy. Irrespective of which country you reside in or supply information from, you authorize SH to use your information in the RSA and any other country where SH operates.

If you have any questions or comments about this Privacy Policy, please contact us at:

www.takeactionsa.co.za.

Information Collection and Use

13.1 Information Collected Upon Registration: When you create or reconfigure a SH account, you provide some personal information, such as your name, username, password, and email address. Some of this information, for example, your name and username, is listed publicly on our Services i and in search results. Some Services, such as search, public user profiles and viewing lists, do not require registration.

13.2 Additional Information: You may provide us with profile information to make public, such as, your location or your website. You may provide information to customize your account, such as a cell phone number for the delivery of SMS messages. We may use your contact information to send you information about our Services or to market to you.

13.3 Public Information: Our Services are primarily designed to help you share information with other users of the Services. Most of the information you provide us is information you are asking us to provide to other users of the Services. This includes not only the messages you send and the metadata provided with messages and many other bits of information that result from your use of the Services. Your public information is broadly and instantly disseminated. When you share information or content like photos, videos, and links via the Services, you should think carefully about what you are making public.

13.4 Links: SH may keep track of how you interact with links across our Services, including our email notifications, third-party services, and client applications, by redirecting clicks or through other means. We do this to help improve our Services, to provide more relevant advertising, and to be able to share aggregate click statistics such as how many times a particular link was clicked on.

13.5 Cookies: Like many websites, we use cookies and similar technologies to collect additional website usage data and to improve our Services, but we do not require cookies for many parts of our Services such as searching and looking at public user profiles or lists. A cookie is a small data file that is transferred to your computer's hard disk. SH may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and

web traffic routing on our Services, and to customize and improve our Services. Most Internet browsers automatically accept cookies. You can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. However, some Services may not function properly if you disable cookies.

13.6 Log Data: Our servers automatically record information ("**Log Data**") created by your use of the Services. Log Data may include information such as your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device and application IDs, search terms, and cookie information. We receive Log Data when you interact with our Services, for example, when you visit our websites, sign into our Services, interact with our email notifications, use your SH account to authenticate to a third-party website or application, or visit a third-party website that includes a SH button or widget. SH uses Log Data to provide our Services and to measure, customize, and improve them.

13.7 Third-Parties: SH uses a variety of third-party services to help provide our Services. These third-party service providers may collect information sent by your browser as part of a web page request, such as cookies or your IP address.

14. Information Sharing and Disclosure

14.1 Your Consent: We may share or disclose your information as set out in this policy such as when you authorize a third-party web client or application to access your SH account.

14.2 Service Providers: We engage service providers to perform functions and provide services to us in the RSA and abroad. We may share your private personal information with such service providers subject to confidentiality obligations consistent with this Privacy Policy, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions.

14.3 Law and Harm: Notwithstanding anything to the contrary in this Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect SH's rights or property. However, nothing in this Privacy Policy is intended to limit any legal defences or objections that you may have to a third party's, including a government's, request to disclose your information.

14.4 Business Transfers: In the event that SH is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. The promises in this Privacy Policy will apply to your information as transferred to the new entity.

14.5 Non-Private or Non-Personal Information: We may share or disclose your non-private, aggregated or otherwise non-personal information, such as your public user profile information.

15. Our Policy Towards Children

Our Services are not directed to persons under 13. If you become aware that your child has provided us with personal information without your consent, please contact us at www.takeactionsa.co.za. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account.

16. Changes to this Policy

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be at www.takeactionsa.co.za. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an email to the email address associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

Effective: 6 January 2013