

## **Solution House Software (Pty) Ltd (“SH”) Location Based Services End User Terms of Service**

These Terms of Service ("Terms") is in addition and subject to Solution House Terms of Service END USER no 2 with CPA which can be [accessed here](#).

By clicking the “Accept” button you (a) accept this Agreement and agree that Licensee is legally bound by its terms.

The following terms of use apply for Location Services:

1. The Customer agrees that the use of any location information should only be used for locating its employees and/or associates including subcontractors and agency temps (the “Locatees”) and shall not be used for any other purpose.
2. The Customer shall communicate to its Locatees information about the Location Service, including how and why it operates, and how the Location information is to be used by the Customer.
3. The Customer must take sufficient steps to obtain the necessary consent from the Locatees and provide SH with proof of such consent upon request.
4. The Customer shall also ensure a process for removing Locatees from the Location Service and ensure such processes are communicated to Locatees.
5. In providing their consent, Locatees agree to be located and provide consent for the mobile operator to release their location information to SH for the provision of the Location Service.
6. The Customer accepts that the service accuracy of the location information can vary depending on the user’s situation, i.e. city versus country location, or depending on the type of location service used, e.g. cell-based versus GPS.
7. The Customer shall be responsible for managing the processing, use and security of location information. The Customer must use the Location Service associated location information within the law and acknowledges that the collection and use of sensitive personal data using location information is subject to relevant privacy and data protection legislation including, but not limited to, the Location-based Service Industry Code of Practice, the Data Protection Act, the Electronic Communications Regulations, and any other relevant Codes of Practice guidance as issued from time to time by the relevant Authorities.
8. SH may from time to time issue instructions on the Customer’s use of the Location Service and the Customer agrees to implement such instructions immediately.
9. Where SH has reasonable grounds for suspecting misuse of the Location Service or failure by the Customer to either follow such instructions or adhere to these Terms may result in SH suspending the Location Service, and for repeated misuse or failures may result in Location Service being withdrawn.
10. The Customer acknowledges that SH is wholly reliant on the mobile operators and other third parties for the provision of both cell-based and GPS-based location information and that such third parties or SH reserve the right to terminate the service without notice.

### **11. Responsibility for Use of Software.**

The user is responsible and liable for all uses of the Software and service through access thereto provided by SHS, directly or indirectly. Specifically, and without limiting the generality of the foregoing, the user is responsible and liable for obtaining all necessary approvals from individuals and regulatory institutions relating to collection of data, and for all actions and failures to take required actions with respect to the Software and Services by the Users or by any other Person to whom the user may provide access to or use of the Software and/or Service, whether such access or use is permitted by or in violation of this Agreement.

### **12. Compliance Measures.**

The Software contains technological copy protection or other security features designed to prevent unauthorized use of the Software and Service, including features to protect against any use of the Software that is prohibited. Licensee will not, and will not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

### **13. Warranty Disclaimer.**

THE SOFTWARE AND SERVICE IS PROVIDED UNDER THIS AGREEMENT "AS IS," WITHOUT SUPPORT OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT; OR WARRANTIES THAT THE SOFTWARE AND SERVICE, ARE FREE OF DEFECTS OR SECURE. LICENSEE BEARS THE ENTIRE RISK IN CONNECTION WITH ITS USE OF THE SOFTWARE UNDER THIS AGREEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

14. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR: ANY INDIRECT; INCIDENTAL; SPECIAL; OR CONSEQUENTIAL DAMAGES; (INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE) INCURRED BY EITHER PARTY WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY ACTIONS ARE EXEMPTED FROM THIS LIMITATION.

15. Indemnification.

The User agrees to indemnify, hold harmless, and defend Licensor and its officers, directors, employees, customers, agents and successors from and against any and all damages, costs and expenses, including reasonable attorneys' fees, incurred in connection with any third party Action arising out of or relating to the User's use of the Software beyond the scope of the license in the Agreement or any modification of the Software.