

Terms of Service for the use of the mobile application & website of the DigiSwipe App

1. DIGISWIPE App End User Agreement

This End User Agreement (“Agreement”) is between you and DigiSwipe and the operator of www.DigiSwipeapp.co.za and governs the use of this app made available through the Apple App Store & Google Playstore. By installing the DigiSwipe App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the DIGISWIPE App

2. Limited Permission

- a. DigiSwipe grants you limited, non-exclusive, non-transferable, revocable permission to download, install and use the DigiSwipe App for your personal, non-commercial purposes on condition that you agree to these terms of service. You may only use the DigiSwipe App on devices that you own or control and as permitted by the App Store & Google play store Terms of Service.
- b. We reserve the right to temporarily or permanently suspend or disable your access to the App at any time without notice to you in the event you breach any of the provisions within this agreement or should we have reason to believe that you are making any illegal or authorised use of the app.

3. Using DIGISWIPE

- a. In order to access and use the features of the Service, you acknowledge and agree that you will have to provide DigiSwipe with your loyalty or membership card number. When providing your loyalty card number, you must provide accurate and complete information. You may never use another person's loyalty card number without written permission.
- b. All data charges incurred due to the Use of the DigiSwipe app are subject to your agreed terms with your mobile network provider and DigiSwipe has no responsibility for any data or mobile charges with respect to your usage of the App.

4. Availability of DIGISWIPE

While we will endeavour to ensure that the DigiSwipe App is available to you without interruption, we do not guarantee an uninterrupted or fault free service.

5. Changes to DIGISWIPE

- a. We reserve the right to make changes to the App or at any time for the purposes of improving the service offering of DigiSwipe App or the user experience, the changes can include the removal, modification and/or variation of any elements, features and functionalities of the App.
- b. We further reserve the right to discontinue the DigiSwipe App or any part thereof without any notice.

6. Third Party websites

Information provided on our application or website may contain links to third party websites that are not owned or controlled by DigiSwipe. Access has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using the Service, you expressly acknowledge and agree that Access shall

not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

7. Claims of Copyright Infringement

If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please contact us to report possible copyright infringement and include the following information:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. 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;
- d. Information reasonably sufficient to permit us to contact the complaining party;
- e. A statement that the complaining party has 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
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Send this information to:
info@DigiSwipeapp.co.za
38 Sauvignon Avenue
Stonehaven Estate
Cape Town
South Africa

8. Warranties and Liabilities

DigiSwipe disclaims all warranties about the DigiSwipe App to the fullest extent permitted by law. We shall not be liable for any loss, injury or damage of whatever kind caused in whole or in part by Use of the App or the Content, or by any failure, delay, interruption or otherwise of the provision of the App or the Content, or by Our failure to perform any of Our obligations under these Terms. Particularly:

- a. We do not guarantee that the loyalty card numbers, promotions, coupons, information and advice are accurate or valid. You are advised to check any discounts or promotions have been applied and are still valid prior to committing to any purchase.
- b. In no event shall we be liable to you for any special, indirect, incidental or consequential damages, including loss of profits and goodwill, business or business benefit.
- c. To the maximum extent permitted by law, we expressly exclude all representations, warranties, obligations and liabilities in connection with the App, and the information provided therein.
- d. Links to third party websites and companies may appear on the App. We accept no responsibility for the availability, suitability, reliability or content of such third party websites and do not necessarily endorse the views expressed within them.

9. Indemnity

You agree to defend, indemnify and hold harmless Access, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Access Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms of Service and your use of the Access Service.

10. General

- a. You may print and keep a copy of these Terms, which form the entire agreement between you and us and supersede any other communications or advertising with respect to the App. These Terms may only be modified with our prior written consent. We may alter or amend these Terms at any time, with immediate effect and without notice. By continuing to use the App after such alteration, you will be deemed to have accepted any amendment to these Terms.
- b. If any provision of these Terms is declared void, illegal, or unenforceable, the remainder of these Terms will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.
- c. Any failure by any party to these Terms to enforce at any time any term or condition under these Terms will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of these Terms.
- d. Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed.
- e. If you feel that any materials appearing on the App are in objection to your copyright please contact us by e-mailing at info@DigiSwipeapp.co.za providing full details of the nature of your complaint and the materials to which the complaint relates.