

Zondagh 'Services' Terms of Use

INTRODUCTION

These terms ('Terms') and conditions ('Conditions') govern your Rights and obligations regarding the use of this website/app Software ('Software') as well as the service ('service') (both collectively referred to as the "Service") on the internet or on a mobile. These terms and conditions create a binding agreement between DevRoc (Pty) Ltd and you the user.. We recommend you read these Terms and Conditions carefully.

By using the Zondagh Service, you signify your assent to these Terms, Zondagh privacy policy ("Privacy Policy") which you can find on our website(www.zondagh.africa). **By using the Zondagh service/site you also agree to Google's terms of Service.**

If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this service/site.

Accuracy of information

The service provides information which may originate from other users of the service. This information may fluctuate and therefore may be incomplete, outdated or inaccurate. DevRoc (Pty) Ltd will not provide any warranties to such information's reliability or trustworthiness.

Services Charges

DevRoc requires an online connection between the internet and your device to transmit and receive real-time updates to and from the service/site. This connection and any associated charges (data) incurred by your use of the Zondagh app is your exclusive responsibility and is made at your expense. The agreement between yourself and your communication service provider will govern the terms of these expenses.

Location-based Service

This service/site makes use of route information as well as detailed location such as GPS signals and other information obtained by the device on which Zondagh is used. Some features on the Zondagh app will need to utilise this technology to function properly. Please note, as described in detail in the Privacy Policy.

Privacy

We respect your privacy, therefore when you provide your personal information or your personal information is collected by Zondagh when you are using the service/site, this will be governed by our Privacy Policy at www.zondagh.africa. Please read the Privacy Policy carefully as it explains our methods when using your personal information and by accepting our Privacy Policy terms, you acknowledge your personal information being collected, stored and used by Zondagh with regards to our Privacy Policy, this section and any applicable laws and regulations.

WHAT IS THE SERVICE/SITE

Zondagh is a platform that enables you to have access to information about 4x4 routes and other adventures supported by Zondagh.

LICENSE TO USE SERVICE/SITE

Zondagh hereby grants you a free of charge, time-limited, non-exclusive, non-sub-licensable, non-transferable, revocable license to use the Zondagh service/site (which includes the software) for non-commercial purposes, subject to the Terms in this agreement.

Unless otherwise stated, DevRoc (Pty) Ltd owns the intellectual property(IP) rights to the Zondagh service/site (Including the software) and material on the website/app except for the maps which are owned by Mapbox. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website/app for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this service/site (including republication on another website);
- sell, rent or sub-license material from the service/site;
- show any material from the service/site in public;
- reproduce, duplicate, copy or otherwise exploit material on this service/site for a commercial purpose;
- edit or otherwise modify any material on the service/site; or
- redistribute material from this service/site except for content specifically and expressly made available for redistribution.

Acceptable use

The service/site may only be used for private use. Commercial use of the service/site is prohibited for example; You must not use this service/site in any way that (i) causes, or may cause, damage to the service/site or impairment of the availability or accessibility of the service/site; (ii) using the service/site to offer services to third parties of your own

(iii) or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity (iv) resell the services/site including leasing or renting the service (v) integrating Zondagh with a service/site of your own. This list of examples is not exhaustive.

You must not use this service/site to transmit or send unsolicited commercial communications.

You must not use this service/site for any purposes related to marketing without DevRoc (Pty) Ltd express written consent.

The Zondagh Software may not be used in any way that is not expressly permitted by these Terms.

Restricted access

DevRoc (Pty) Ltd reserves the right to restrict access to areas of this service/site, or indeed this entire service/site, at DevRoc (Pty) Ltd discretion.

If DevRoc (Pty) Ltd provides you with a user ID and password to enable you to access restricted areas of this website or other content or services/site, you must ensure that the user ID and password are kept confidential.

DevRoc (Pty) Ltd may disable your user ID and password at DevRoc (Pty) Ltd sole discretion without notice or explanation.

When using the Zondagh service/site you as the user agree not to (i) Stalk, harass, abuse, violate the legal rights of others, threaten or use others intellectual property; (ii) modify, translate, adapt, copy, decompile, reverse engineer or disassemble any part of the service/site content or publicly display, distribute or perform them; (iii) License, sell, or exploit the content, service/site for any commercial purpose; (iv) Mirror or frame any part of the site or service without the written consent of DevRoc (Pty) Ltd; (v) Violate or interfere with any other users or third parties rights to privacy or any other rights. Including any other intellectual property or copyright rights, or collection of personal information of users or visitors of the service/site without their consent which includes using a spider, robot, retrieval application or site search, or other automatic/manual device process to retrieve, index or data-mine; (vi) storing content from the service/site by creating a database; (vii) Transmit any worm, virus, trojan horse, web bug, time bomb, spyware or any other file, programme or code that may highjack or damage the operation of any software, hardware or may be harmful or disruptive to the service/site; (viii) Use the service/site for any immoral, illegal or unauthorised purpose; (viii) Interfere or disrupt the operation, servers or networks that host the service/site, or disobey any procedures, requirements, regulations or policies of the servers or networks; (ix) use content from the service/site for commercial or non-commercial use without DevRoc (Pty) Ltd consent or violate/infringe any of these terms.

User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this service/site, for whatever purpose.

All users of the software/site are allowed by the service to post or submit content or information to other users (‘Content’). Sponsored advertisement of third parties is separate from content submitted by users. Examples of this content are but not limited to road and map updates, route information etc. you as the user takes full responsibility for any content posted by yourself and you are liable for any consequences when your content is posted.

You grant to Devoc (Pty) Ltd a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also _____

grant to DevRoc (Pty) Ltd the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or DevRoc (Pty) Ltd or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

DevRoc (Pty) Ltd reserves the right to edit or remove any material submitted to this website, or stored on DevRoc (Pty) Ltd servers, or hosted or published upon this service/site.

Notwithstanding DevRoc (Pty) Ltd rights under these terms and conditions in relation to user content, DevRoc (Pty) Ltd does not undertake to monitor the submission of such content to, or the publication of such content on, this website/app.

When sending content to the service/site, it is forbidden to do so while driving. Always follow the traffic and road laws.

Rights in content

When you submit Content to be published on this service/site, you represent and warrant that you own all intellectual property rights in the Content; that you are permitted to publish the Content and to permit DevRoc (Pty) Ltd to publish the Content and exploit all intellectual property rights in and to the Content. DevRoc (Pty) Ltd receives no ownership rights in and to the Content that you submit. However, by submitting Content to Zondagh, you hereby grant Zondagh and the users of the service/site an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and transferable license to copy, use, distribute, prepare derivative works, display in public and publicly perform the Content. The license granted to DevRoc (Pty) Ltd in and to the Content you submit is not limited to personal use, but also extends to any commercial use of Content, at DevRoc (Pty) Ltd sole and absolute discretion. However, other users may only use your Content for non-commercial purposes, unless DevRoc (Pty) Ltd provides them with a prior written consent to use your Content for commercial purposes.

Forbidden content posts

Any and all content submitted by the user must comply strictly with these terms.

All content submitted by yourself must be lawful, the following are examples of unlawful content:

- poses a risk to a person's safety, security or health;
- identifies other persons without obtaining such person's express written consent to the disclosure of their personal information, or pertains to minors and identifies minors or their personal information, including their full name, age, address or contact information;
- encourages criminal behaviour or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- is unlawful, defamatory, libellous or invades the privacy of others;
- is harassing, offensive, threatening or vulgar;
- is characterized by, or that encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class;
- is diminishing or infringing proprietary rights of others, including but not limited to copyright and trademarks;
- promotes pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law or under these Terms;
- falsely expresses or implies that such content is sponsored or endorsed by Zondagh.

The examples above are for illustrative purposes and this list of restrictive content is not exhaustive.

DevRoc (Pty) Ltd has the right to delete or decline content published by the user if the content has violated any unlawful terms or if the content may be harmful to the service/site or its users. DevRoc (Pty) Ltd may terminate your use of the service/site to prevent you from posting additional content which may be unlawful or harmful. The provisions of this clause are made in addition to any rights afforded to DevRoc (Pty) Ltd by any law.

TERMINATION OF USE OF THE SERVICE/SITE

You may terminate your use of the service/site for whatever reason and at any time without the obligation of notifying DevRoc (Pty) Ltd. If you wish to have your Zondagh account deleted with all of your personal information, notify us at shani@devroc.africa. DevRoc (Pty) Ltd will make reasonable efforts to delete your information. Your information may remain on our back-up system for some time after we delete your account.

DevRoc (Pty) Ltd may at any time block your access to the service/site at its sole discretion and for whatever reason.

COPYRIGHT

All intellectual property rights in and to the service/site and its database, including copyrights, trademarks, industrial designs, patents and trade secrets – are either the exclusive property of DevRoc (Pty) Ltd or its affiliates or are exclusively licensed to DevRoc (Pty) Ltd. The service/site is protected, among others, by the South Africa Copyright Law of 1978 as well as by applicable copyright provisions prescribed by any other law, in South Africa and elsewhere.

The Zondagh logo, and other trade and/or service marks are the property of DevRoc (Pty) Ltd or its affiliates and you may not use such logos or marks for any purpose that is not expressly authorized in these Terms without the prior written consent of DevRoc (Pty) Ltd.

DevRoc (Pty) Ltd as well as the users of the service/site is aware that the copyright to the maps and its functions used in the Zondagh app is not owned by DevRoc (Pty) Ltd. The copyright to the maps and its functions is owned by Mapbox and is protected by Mapbox's copyright.

DevRoc (Pty) Ltd may protect the service/site by technological means intended to prevent unauthorized use of the service/site. You undertake not to circumvent these means. Without derogating from DevRoc (Pty) Ltd rights under these Terms or under any applicable law, you are advised that any attempted or actual infringement of this provision will result in the termination of all your rights under these Terms. If you circumvent any of the means taken by DevRoc (Pty) Ltd to protect the service/site from unauthorized use, you must immediately cease any and all use of the service/site, and you undertake to do so.

The design and trade dress of the site and the service are protected works under applicable copyright laws and DevRoc (Pty) Ltd and its affiliates retain all intellectual property rights in them. The Software license granted to you in these Terms does not extend to or include a license to use the maps displayed on the software or any mark, indicator, logo or notation embedded in the maps that are displayed on the software. You may not copy or print more than one copy of any data or material appearing on the site.

NO WARRANTIES

This website is provided “as is” without any representations or warranties, express or implied. DevRoc (Pty) Ltd makes no representations or warranties in relation to this website/app or the information and materials provided on this website/app.

Without prejudice to the generality of the foregoing paragraph, DevRoc (Pty) Ltd does not warrant that:

- this service/site will be constantly available, or available at all; or
- the information on this service/site is complete, true, accurate or non-misleading.

Nothing on this service/site constitutes, or is meant to constitute, advice of any kind.

LIMITATIONS OF LIABILITY

DevRoc (Pty) Ltd will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this service/site:

- to the extent that the service/site is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if DevRoc (Pty) Ltd has been expressly advised of the potential

loss.

DevRoc (Pty) Ltd repudiates any warranties that relates to content, accuracy of the maps, driving directions, road conditions or navigation routes provided by the service/site.

DevRoc (Pty) Ltd, including its directors, shareholders, employees, sub-contractors and agents will not be liable for any direct, indirect, incidental or consequential damage, or any other damage, and loss (including loss of profit and loss of data), costs, expenses and payments, either in tort, contractual, or in any other form of liability, arising from, or in connection with the use of, or the inability to use the service/site, or from any failure, error, or breakdown in the function of the service/site, or from any fault, or error made by our staff or anyone acting on its behalf, or from your reliance on the content of the service/site, including, without limitation, content originating from third parties, or from any communication with the service/site, or with other users on or through the service/site, or from any denial or cancellation of your user account, or from retention, deletion, disclosure and any other use or loss of your content on the service/site. In any event, your sole remedy will be limited to correcting such errors, or malfunctions, and in light of the relevant circumstances.

Exceptions

Nothing in this service/site disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this Service disclaimer will exclude or limit DevRoc (Pty) Ltd liability in respect of any:

- death or personal injury caused by DevRoc (Pty) Ltd negligence;
- fraud or fraudulent misrepresentation on the part of DevRoc (Pty) Ltd; or
- matter which it would be illegal or unlawful for DevRoc (Pty) Ltd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this service/site, you agree that the exclusions and limitations of liability set out in this service/site disclaimer are reasonable.

If you do not think they are reasonable, you must not use this service/site.

Other parties

You accept that, as a limited liability entity, DevRoc (Pty) Ltd has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against DevRoc (Pty) Ltd officers or employees in respect of any losses you suffer in connection with the service/site.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this service/site disclaimer will protect DevRoc (Pty) Ltd officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as DevRoc (Pty) Ltd.

Unenforceable provisions

If any provision of this service/site disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this service/site disclaimer.

TERMINATION OF SERVICE

DevRoc (Pty) Ltd may, at any time, terminate the provision of the service/site in its entirety or any part thereof, temporarily or permanently, at its sole discretion.

INDEMNITY

You hereby indemnify DevRoc (Pty) Ltd and third-party advertisers and undertake to keep DevRoc (Pty) Ltd and third-party advertisers indemnified against any losses, damages, costs, liabilities and expenses incurred or suffered by DevRoc (Pty) Ltd or third-party advertisers arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

BREACHES OF THESE TERMS AND CONDITIONS

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

MODIFICATIONS TO THE SERVICE AND SOFTWARE

DevRoc (Pty) Ltd may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Software, the Service's features, the user interface and design, the extent and availability of the contents in the service/site and any other aspect related to the service/site. You will have no claim, complaint or demand against DevRoc (Pty) Ltd for applying such changes or for failures incidental to such changes.

Variation

DevRoc (Pty) Ltd may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website/app from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

DevRoc (Pty) Ltd may transfer sub-contract or otherwise deal with DevRoc (Pty) Ltd rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you, the user and DevRoc (Pty) Ltd in relation to your use of this service/site, and supersede all previous agreements in respect of your use of this service/site.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with South African law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of South Africa.

Registrations and authorisations

DevRoc (Pty) Ltd is registered with CIPC. Registration number is 2019/158016/07

DevRoc (Pty) Ltd details

You can contact DevRoc (Pty) Ltd by email at shani@devroc.africa.

Thank you for using our service and may you find many adventures!