

# **END USER LICENSE AGREEMENT**

This End-User License Agreement (the "EULA") is a **legal agreement** between an individual or entity (the "Licensee"), and EstateMate Pty Ltd (the "Company"), the author, owner and distributor of EstateMate (the "Software"), which may include associated media, printed materials, and "online" or electronic documentation.

By registering, accessing, or otherwise using the Software, Licensee agrees to be **bound by the terms and conditions set forth in this EULA**. If Licensee does not agree to the terms and conditions set forth in this EULA, then Licensee may not register, access, or use the Software.

#### 1. Definitions

- a) "Company" shall refer to the licensor, EstateMate, located at 61 Greystone, Mooikloof Ridge, Pretoria, 0081.
- b) "Licensee" shall mean the individual or entity that registers, accesses, downloads and uses the Software.
- c) "Software" shall mean EstateMate, the deliverables provided pursuant to this EULA.

### 2. Grant of License

- d) Software Product License. Subject to the terms of this EULA, Company hereby grants to Licensee a non-exclusive license to possess and to use the Software. The Software is being distributed by the Company. Licensee is not allowed to make a charge for distributing this Software, either for profit or merely to recover costs.
- e) License and Use. Your access and use of the Software is licensed and not sold. In consideration for your payment of and use of the Software, the Company agrees to provide you with a limited, non-exclusive, limited duration, subscription license to the Software, subject to the terms and limitations set forth in this License Agreement for the term that your subscription purchase determines beginning on the date you first purchase your subscription. The subscription term will be provided to you at the time of purchase.

## 3. Description of Rights and Limitations

- a) **Limitations.** The Licensee may not decompile, disassemble, or reverse engineer the Software. The Licensee may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, or otherwise make unauthorized or unlawful use of the Application.
- b) **Update and Maintenance.** Licensee agrees that from time to time the Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs the Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company. All support (if any) for the Software will be



provided to you by the Company.

- **4. Intellectual Property.** All rights, title, interest, and copyrights in and to the Software, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned by Company. The Software is protected by all applicable copyright laws and international treaties. Therefore, Licensee is required to treat Software like any other copyrighted material, except as otherwise provided for in this EULA.
- **5. Support.** Company has no obligation to Software support, or to continue providing or updating any of the Software. However, Company can provide the following support for all licenses uses of this Software for the duration of the subscription:
  - a) Email: <u>info@estatemate.co.za</u>b) Telephone: +27 (0)79 575 1058
- **6. Terms of Agreement.** This License Agreement is effective upon your acceptance as set forth herein and shall continue in full force until your subscription ends or is otherwise terminated. Company reserves the right, in its sole discretion and without notice, at any time and for any reason, to:
  - a) Automatically terminate the license if Licensee fails to comply with any of the terms and conditions set forth in this EULA; or
  - b) Remove or disable access to all or any portion of the Application; or
  - c) Suspend your access to or use of all or any portion of the Application
- **7. Integration.** Both parties agree that this EULA is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this EULA.
- **8. Representations and Warranties.** Licensee represents and warrants to Company that: (a) Licensee are over the age of eighteen (18) and Licensee have the power and authority to enter into and perform your obligations under this License Agreement; (b) Licensee shall comply with all terms and conditions of this License Agreement, including, without limitation, the Acceptable Use Policy set forth in Section 9 below; and (c) Licensee have provided accurate and complete information to Company by and through the Commissionaire, including, but not limited to, your legal name, address, telephone number, and billing information.
- **9. Acceptable Use Policy.** Licensee is solely responsible for any and all acts and omissions that occur under your use of the Software, and Licensee agrees not to engage in unacceptable use of the Software, which includes, without limitation, use of the Software to: (a) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any data, code (in object or source form), or any content (i) in violation of any applicable export or import law, regulation, or



restriction including, but not limited to, the laws and regulations of the South Africa and its agencies or authorities, or (ii) without all required approvals, licenses, or exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Software or any other computer network; (g) disseminate or transmit viruses, Trojan horses, or any other malicious code or program; or (h) engage in any other activity deemed by the Company to be in conflict with the spirit or intent of this License Agreement.

- **10. Privacy Policy.** The Software does collect personally identifiable information. In the event this Software does collect personally identifiable information, the following types of personally identifiable information are collected; name, surname, email address, contact number, and country. The Company intends to use the personally identifiable information for the following purposes: support feedback, and product improvement in terms of product support, and not for any form of external marketing. Licensee may "opt-out" of the collection and sharing of personally identifiable information by emailing the Company at info@estatemate.co.za
- 11. Warranty Disclaimer. COMPANY, AND AUTHOR OF SOFTWARE, HEREBY EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SOFTWARE. SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSEE ACCEPTS ANY AND ALL RISK ARISING OUT OF USE OR PERFORMANCE OF SOFTWARE. UNDER NO CIRCUMSTANCES IS THE COMPANY LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, AND /OR CONSEQUENTIAL DAMAGES THAT YOU MAY INCUR RELATED TO THE USE OF THE SOFTWARE REGARDLESS OF THE CAUSE OF ACTION OR THEORY.
- 12. Limited Liability. COMPANY SHALL NOT BE LIABLE TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGE, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCES SHALL COMPANY'S AGGREGATE LIABILITY TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE, EXCEED THE FINANCIAL AMOUNT ACTUALLY PAID BY LICENSEE TO COMPANY FOR THE SOFTWARE.
- **13. Entire Agreement.** This Agreement constitutes the entire agreement between Company and Licensee and supersedes all prior understandings of Company and Licensee, including any prior representation, statement, condition, or warranty.
- **14. Indemnification.** Licensee agrees to indemnify, defend, and hold harmless Company, its shareholders, directors, officers, employees, Commissionaire, and agents (if any) from and against any action, cause, claim, damage, debt, demand, or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this License Agreement; (b) your use of the Software, including any data or work transmitted or received by the Licensee; and (c) any libelous, slanderous, indecent or other statement concerning any person made or republished by the Licensee.



**15. Compliance with regulations and laws.** Licensee acknowledges and agrees that in their performance of their obligations of this License Agreement, Licensee will comply with all applicable laws, regulations, and policies. Licensee agrees that they will not seek any permission or make any determinations which might impose any obligations or limitations on the Company.

## 16. Miscellaneous.

- a) **Law.** This License Agreement shall be governed by the laws of the Republic of South Africa.
- b) Amendment. The Company shall have and retain the right to add to or modify the terms of this License Agreement, at any time by providing you with notice of any additions or modifications to the terms of this License Agreement.
- c) Waiver and Severability. If any provision of this License Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.