

# SAVVY SITES (PTY) LTD - LEGAL

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## Terms of Use

### 1. Introduction

These are the general terms of the relationship between

- **you** – the website visitor
- and **us** – SAVVY SITES (PTY) LTD (Registration number: CK 2015/179067/07), also known as Savvy Sites – the website owner.

They cover any use of the website and website builder. You agree to be legally bound by the terms by visiting and using this website. Please do not use the website if you do not agree to the terms.

We reserve the right to update these terms and conditions at any time.

### 2. Definitions and interpretation

#### 2.1. **Definitions.** In the agreement:

**terms** means the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the website)

**we, us, or our** means our organisation, the owner of the website and includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability

**you or your** means any visitor to this website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor

#### 2.2. **Interpretation.** If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our terms of service, privacy policy, or security policy apply to specific sections of the website or have been specifically agreed between you and us.

### 3. Use of this website

#### 3.1. **Licence.** We grant you a limited licence to use this website on these terms. We may cancel your licence at any time for any reason. Your licence is automatically cancelled if you do not get our written permission before using this website in a way these terms do not allow.

#### 3.2. **Breach.** If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your licence, block you from using the website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

#### 3.3. **Framing and linking.** You may not frame this website or any of its pages. You may only link to the home page of this website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property, unless we have given you written permission to do so.

#### 3.4. **Virtual agents.** You may not use any technology (including spiders, crawlers, bots, and similar virtual

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agents) to search or gain any information from this website, unless we have given you permission to do so.

## 4. Capacity

You promise that you are entitled to visit this website and agree to the terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- are not 18 yet, but have permission from your parent (or legal guardian) to do so.

## 5. Accurate information

You promise that you will only give accurate information to us and this website.

## 6. Intellectual property

**6.1. Ownership.** Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third party licensor. All moral rights are reserved.

**6.2. Trademarks.** Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

**6.3. Restrictions.** Except as expressly permitted under the agreement, the website may not be:

- modified or used to make derivative works;
- rented, leased, loaned, sold or assigned;
- reverse engineered or copied; or
- reproduced or distributed.

## 7. Limits to our liability

**7.1. Own risk.** We provide the website “as is”. We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

**7.2. Indemnity.** You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys’ fees) related to your access to or use of this website.

**7.3. Faults.** We will do our best to fix any fault in this website as soon as reasonably practical after we discover it. This is the limit of our responsibility and liability for any fault in the website.

**7.4. Direct damages limited.** If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.

**7.5. Indirect damages.** We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.

**7.6. Other websites.** We are not responsible for anyone else’s website.

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## 8. General

- 8.1. **Entire agreement.** The terms are the entire agreement between the parties on the subject.
- 8.2. **Changes to website.** We may change or stop publishing this website without notice and will not be responsible for any consequences.
- 8.3. **Changes to terms.** We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.
- 8.4. **Facts about website.** If an authorised administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.
- 8.5. **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 8.6. **Severability.** Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
- 8.7. **Law and jurisdiction.** South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.

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## Terms of Service

### 1. Introduction

These are the general terms of our relationship with you. They cover any transactions where we provide services to you. Under these terms:

- **we** are the service provider – SAVVY SITES (PTY) LTD (Registration number: CK 2015/179067/07), also known as Savvy Sites; and
- **you** are the customer – someone who uses our services.

You agree to be legally bound by the terms by ordering services from us. You may not use our services if you do not agree to the terms.

### 2. Agreement

**2.1. Composition.** The agreement consists of these terms of service and any orders or any other specific terms applicable to the services, including our privacy policy, security policy and acceptable use policy, as updated from time to time.

**2.2. Definitions.** In the agreement:

**authorised user** means you or a user in your employ where you are a juristic person, who has been assigned credentials;

**business day** means any day other than a Saturday, Sunday, or holiday (including a public or bank holiday) in the jurisdiction where we are organised;

**business hours** means our normal business hours on business days;

**credentials** means a unique username and password that has been assigned to an authorised user;

**order** means a separate document or webform that contains the commercial terms of each specific transaction and incorporates these terms by reference;

**sign** means the handwritten signature or an electronic signature that the parties agree to use, of each of the parties' duly authorised representatives;

**we, us, or our** means, Savvy Sites (PTY) LTD;

**website** means our website accessible at <https://savvy.site/> as well as any subdomain thereof;

**writing** means the reproduction of information or data in physical form or any mode of reproducing information or data in electronic form that the parties agree to use, but excludes information or data in the form of email;

**you or your** means the customer who enters into an order with us.

**2.3. Interpretation.** The following rules apply to the interpretation of the agreement:

- **reference headings** – clause and subclause headings are for reference only and do not affect interpretation;
- **non-exhaustive lists** – whenever a clause lists specific examples or items following a listing word, such as 'including', 'includes', 'excluding', or 'excludes', they will not limit its scope;

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- **undefined words or phrases** – all words or phrases that the agreement not define have their ordinary English meaning;
- **enactment references** – references to any enactment include it as re-enacted, amended, or extended;
- **person references** – references to a person includes a natural and juristic person;
- **party references** – references to a party includes their successors or permitted assigns;
- **number of days** – when any number of days is prescribed, the first day will be excluded and the last day included;
- **no interpretation against the draftsman** – the rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply; and
- **time calculations** – the parties will use GMT +2 to calculate any times.

2.4. **Departure.** These terms apply to all our customers and are not generally open to negotiation for reasons of consistency. Should the parties negotiate any departure from these terms, they will record that departure in the relevant order or other specific terms.

2.5. **Conflict.** If there is a conflict of meaning between these terms and any word or phrase in an order or other specific terms, the meaning in the order or specific terms will prevail in respect of the relevant services.

## 3. Duration

3.1. **Commencement.** These terms start whenever you accept them by:

- **doing so explicitly** – such as by checking a checkbox saying that you do or agreeing to an order that incorporates them by reference;
- **using the services in any way** – such as by accessing them; or
- exercising any rights granted to you under the agreement;

and continue until terminated.

3.2. **Automatic renewal.** If an order involves a subscription, the agreement will continue automatically from the end of the initial term or subsequent automatic renewal period for an automatic renewal period equivalent to the initial term.

3.3. **Renewal termination.** Either party may terminate the agreement before the end of the initial term or subsequent automatic renewal period by giving the other party at least 30 calendar days prior written notice.

## 4. Orders

4.1. **Placing orders.** You place orders with us whenever you order or start using the services through the website or application. These orders are offers to us to buy our services.

4.2. **Capacity and authority.** You promise that you have the legal capacity and authority to enter into the agreement.

4.3. **Invitation to do business.** Marketing is merely an invitation to do business and we only conclude the agreement when we actually provide the services to you. This happens when we accept your offer.

4.4. **Time and place.** We conclude the agreement when we accept the order and where we are domiciled when we do.

4.5. **Separate agreements.** Each order is a separate agreement, but you are deemed to have breached all of

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them if you breach one of them.

## 5. Our services

- 5.1. **Our online services.** We provide an online website building tool through the website. This is a software as a service, and is provided to you via your internet browser. We will notify you of the URL through which you or your authorized users can access the software as a service from time to time.
- 5.2. **Grant of right.** We grant you a right to use the services subject to the following limitations:
- **duration of agreement** – you may only use the services for the duration of the agreement;
  - **limited to terms** – you may only use the services according to these terms;
  - **non-exclusive** – we may allow anyone else to use the services;
  - **non-transferable** – you may not transfer the right to anyone else;
  - **specified purposes** – you may only use the services for the specified purposes that we've communicated to you in writing from time to time; and
  - **other limitations** – any other limitations agreed to in writing.
- 5.3. **Authorised use.** We will provide our software as a service directly and on a non-exclusive basis to any of your authorized users who have agreed to our acceptable use policy or other relevant agreement through the software as a service.
- 5.4. **Availability.** We will do our best to make the online services available at all times, however we cannot guarantee that they will always be available. We may make them unavailable for scheduled and emergency maintenance, or unforeseen outages.
- 5.5. **Hosting.** We will host the services on a server that we control or someone controls on our behalf at our premises or at a remote location.
- 5.6. **Maintenance.** We will perform scheduled maintenance on the software as a service. Maintenance may interrupt the software as a service. We may need to perform emergency maintenance in certain circumstances. Where possible, we will inform users of scheduled maintenance beforehand.
- 5.7. **Advertising.** We may display advertising or links to other websites on any of the pages of our website or the services. Unless otherwise expressly indicated, the advertising or links displayed are controlled by our third-party partners, and we are not responsible or liable to you for the nature, form, accuracy or destination of any advertising content or links that appears in this way. Any advertisement or link is for information purposes only, and does not imply any endorsement of the referenced goods, services or websites, or the parties who offer or control them.
- 5.8. **Monitoring.** You agree that we may monitor how you use our website or services, for security, improvement, and stability purposes.
- 5.9. **Transmission.** You acknowledge that the technical processing and transmission of the online services, including your uploaded content, may involve transmissions over various networks, or changes to conform and adapt to technical requirements of any associated connecting networks or devices.
- 5.10. **Our records.** You agree that our records are undisputed evidence of the services provided to you.

## 6. Your responsibilities

- 6.1. **Acceptable use policy.** You represent and warrant that you have read and will adhere to (and will ensure that your personnel, if applicable, will adhere to) our acceptable use policy, as updated from time to time, when using the website or our services.

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- 6.2. Credentials.** You will be required to select your credentials when registering which will enable you to sign into your account on our website. If you are a juristic person, you will have to designate one or more authorised users. We do not permit multiple people to share credentials, and only authorised users may access the software as a service by using their credentials.
- 6.3. Access conditions.** We will only provide online service access to you or your authorised users (where you are a juristic person) on the conditions that you or they:
- are not a direct competitor of ours, unless otherwise agreed to between the parties;
  - will accurately provide us with any information that we ask for on registration or account creation;
  - will not use bots or other automated methods to register authorised user accounts;
  - will only create one authorised user account per person;
  - will create or have the necessary credentials (such as a username and password) assigned to them on registration or account creation;
  - will look after their credentials and not give them to anyone else, and immediately notify us in writing of any lost credentials;
  - will ensure that any authorised user who is no longer authorised to use the service do not use the service;
  - will be responsible for any activity that happens under their account, even if someone else was actually acting under their credentials;
  - will not to provide access to any other person;
  - will secure all data under their control and notify us of any known breach of our privacy policy;
  - will not use the services for monitoring its performance, availability or functionality, or for any other benchmarking or competitive purposes, unless otherwise agreed between the parties in writing;
  - will not to interfere with the functionality or proper working of the services;
  - will not use the services for direct marketing, spamming, unsolicited communications, or other advertising or marketing activities prohibited by applicable law.
  - will not interfere with or introduce any malicious software into the services or otherwise misuse them;
  - will have and be responsible for the necessary infrastructure, equipment, and software to access the online services; and
  - will abide by the agreement and any policies that we communicate to them in writing.
- 6.4. Your authorised user instructions.** Each authorised user is responsible and liable for activities that occur under their account. You authorise us to act on any instruction given by an authorised user, even if it transpires that someone else has defrauded both of us, unless you have notified us in writing prior to you acting on a fraudulent instruction. We are not liable for any loss or damage suffered by you attributable to an authorised user's failure to maintain the confidentiality of their credentials.
- 6.5. Your testimonials.** We may ask you to complete a customer testimonial or endorsement for our services. If you do so, you agree that we may display this testimonial and your name on the website.
- 7. Support**
- 7.1. Help desk.** We will provide a help desk during business hours for support requests from your personnel or authorised users.
- 7.2. Process.** Your personnel or authorised users must submit support requests by website form or email using the following process:



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- submit the initial request to the help desk – they will record and diagnose the request (which involves thoroughly researching the problem and collecting all relevant details from your personnel or authorised users), resolve user errors, and handle information requests; and
- escalate to our listed escalation resource as necessary – such as if the problem is urgent.

**7.3. Contacts.** You must submit support requests in terms of the process to the contacts specified in the following table:

Contact	Information
Support website form	<a href="https://savvy.site/how-can-we-help">https://savvy.site/how-can-we-help</a>
Escalation resource	<a href="mailto:support@savvy.site">support@savvy.site</a>

**7.4. Resolution.** Once a support request has been resolved, our relevant contact will inform the person who submitted the request. The person who submitted the request will inform us whether the correction was satisfactory or not within a reasonable period afterwards (having regard to when the problem could reasonably be detected again). If no notice is received, then we will deem the problem to have been corrected to satisfaction. If our relevant contact is unable to contact the person who submitted the request, the problem will be deemed to have been corrected to satisfaction.

## 8. Excluded services

**8.1. On-site support excluded.** The support services do not include any site visits by our personnel at your premises.

**8.2. Time and materials.** We may charge you additional fees on a time and materials basis for time that we, in our reasonable opinion, spend in relation to the following:

- data restoration or re-establishment or other assistance required by you that do not result from inherent errors in the services; or
- providing services to you in circumstances where any person reasonably skilled and competent in the services would have judged your request to have been unnecessary.

**8.3. Additional services.** If you require excluded or additional services, such excluded or additional services will be quoted, provided and billed for under a separate agreement.

## 9. Your data

**9.1. Definition.** Your data is any data belonging to you or your customer that:

- you or your customer (or any third party on your behalf) provide to us; or
- we generate, process, or supply to you or your customer in providing the services;

but excludes any derived data that we create for our own purposes or which is proprietary or confidential to us or our third party contractors.

**9.2. You own it.** You own all your data, but give us a right to use it to provide the services when you provide us with access to it.

**9.3. We do not own it.** We do not own any of your data. However, we do own our derived data. Your data does not include any derived data that we create for our own internal purposes. Derived data is any of our

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own data that we create from your data, such as through aggregation, de-identification, or anonymisation.

**9.4. Responsibility.** We take the protection of your data very seriously and will always do everything in our power to protect it. However, we are not responsible for any of your data stored on the online services, you provide it to us at your own risk, and you indemnify us against any liability for it to the extent allowed by applicable law, including liability for data breaches, unauthorised access, and third party claims.

**9.5. Subcontracting.** Subcontracting involves engaging a subcontractor outside our organisation to do work as part of providing the services. We may subcontract work involving your data, provided that we:

- we get your written permission to do so beforehand;
- notify you in writing of: (i) the purpose of sharing your data with the subcontractor; and (ii) how we have carried out due diligence on them;
- do so only through a written agreement with the subcontractor which imposes the same obligations on them as are imposed on us; and
- remain fully liable for any processing of your data under the agreement by our subcontractor.

**9.6. Location.** Your data will remain wherever we place it initially, unless we have to transfer it to another country to comply with our obligations to you. You consent to us transferring it to our group of companies, associated companies, service providers, or agents who may be located in other countries for the purpose of providing the services.

## 10. Confidential information

**10.1. Definition.** Confidential information is any information that the parties share with one another in terms of this agreement with the intention that the other party should keep it secret, such as personal information, business records, or customer details.

**10.2. Responsibilities.** Each party will keep any confidential information it receives from the other party under the agreement confidential and the receiving party will:

- protect the other party's interests;
- only use it to comply with their responsibilities under the agreement;
- only give it to their employees or agents that need it (and only as much as they need);
- use reasonable security procedures to make sure their employees or agents keep it confidential;
- get promises of confidentiality from those employees or agents who need access to the information;
- not reveal the information to anyone else; and
- not use it for any purpose other than under this agreement.

**10.3. End of agreement.** The parties will give back to the other all confidential information of the other that they have at the end of the agreement, unless:

- the other party agrees that they may destroy or retain it instead; or
- it is lawfully in the public domain;
- someone else who is allowed to reveal it gives it to them;
- someone gives it to them to comply with a court order or other legal duty.

**10.4. Indemnity.** Each party indemnifies the other against any loss or damage that the other may suffer because of a breach of this clause by a party or its employees or agents.

**10.5. Survival.** This clause about confidential information is separate from the rest of this agreement and remains valid for five years after the end of this agreement.

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## 11. Intellectual property

- 11.1. **Ownership.** We or our third party licensors own all proprietary rights in our services and we or they may prosecute you for any violations of those rights.
- 11.2. **Our technology.** Our technology is anything that we have or acquire rights in and may use to perform our obligations under the agreement.
- 11.3. **Retention of rights.** We own all intellectual property rights in our technology and you may not use those rights without our permission. You do not acquire any rights in our technology if we use it to provide services to you.
- 11.4. **Our trademarks.** Our trademarks are our property and you may not use them without our permission. All other trademarks are their respective owners' property.
- 11.5. **Restrictions.** You may not change, hire out, reverse engineer, or copy the services without our permission.
- 11.6. **Your intellectual property.** You grant us a non-exclusive and royalty-free licence to use any of your trademarks and copyright works which you deliver to us for the purposes of providing the services. We may not use them for any other purpose without your prior written permission. The licence expires automatically when the agreement ends. You retain all rights in your trademarks and copyright works despite this licence.

## 12. Non-solicitation

You will not contract with any of our personnel, other than through us, who were involved in providing services under an order for the duration of that order or for 12 calendar months after its termination.

## 13. Fees and payment

- 13.1. **Payment.** You will pay us the fees on the due date in the manner agreed between the parties in writing. You may not withhold payment of any amount due to us for any reason.
- 13.2. **Late payments.** Additional charges agreed between the parties in writing apply to any payment we receive after the due date and you must pay them to us on demand. We may stop providing any services until you have paid all amounts due.
- 13.3. **Interest.** Overdue amounts on any outstanding invoice will bear interest for our benefit from its due date until you pay it at whichever rate is higher between:
- 2% above the prime (or prime lending) rate; or
  - 15%.
- Interest will be payable on a claim for damages from when the damages were suffered.
- 13.4. **Appropriation.** We may use any money you pay us to settle your indebtedness under the agreement, despite any particular reason you may have paid it to us.
- 13.5. **Certificate.** We may appoint an accountant to sign a certificate that will be proof of the amount due by you and the date on which it is payable.
- 13.6. **Tax.** All fees exclude any tax (unless indicated otherwise), which you will pay where applicable in addition to the fees.

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13.7. **Payment profile.** We may provide any registered credit bureau with information about your payment of amounts.

## 14. Our warranties

14.1. **Service warranties.** We warrant that we will:

- employ enough trained personnel with the knowledge and expertise to provide the services;
- use reasonable efforts consistent with prevailing industry standards to maintain the services; and
- provide the services in accordance with all applicable laws.

14.2. **General warranties.** We warrant further that we:

- have the legal right and authority to perform our obligations under the agreement; and
- will not knowingly introduce any malicious software into your systems.

## 15. Disclaimer of warranties

15.1. **Disclaimer.** You use the services at your own risk and we disclaim all other warranties to the extent allowed by applicable law. We are not liable for any defect that you cause.

15.2. **Exclusion of liability.** Despite our warranties, we are not liable for any defects that your negligence, failure to follow our instructions, or misuse causes.

## 16. Your warranties

16.1. **Agreement warranties.** You warrant that:

- **you have all required legal capacity, authority and permission to enter into this agreement, including where you are entering this agreement on behalf of a juristic person;**
- **no one has induced you to enter into the agreement by any prior representations, warranties, or guarantees;**
- **you are not breaching of any other agreement by entering into the agreement; and**
- **you will not use the services to engage in any activities that are illegal or unlawful in any jurisdiction in which you or we are active.**

16.2. **Indemnity.** You indemnify us against any claim for damages by any third party resulting from a breach of your warranties, including all legal costs. Legal costs means the costs that a lawyer may recover from their client for their disbursements and professional services if permissible under applicable law.

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## 17. Limitation of liability

- 17.1. *Own risk.*** We provide the website and services “as is” and on an “as available” basis. We do not give any express or implied warranty or make any other promise about the services. For example, we do not warrant that they are good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that they are free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of them.
- 17.2. *Indemnity.*** You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys’ fees) related to your use of the services or your breach of any of your obligations under the Terms of Use or Terms of Service, including where such claims are raised against us by a third party.
- 17.3. *Faults.*** We will do our best to fix any fault in the services as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the services.
- 17.4. *Direct damages limited.*** To the extent allowed by applicable law, we are only liable to you for any direct damages (whether in contract, delict or any other legal theory) that the services may cause up to the total amount of fees (relating to the claim) that you have already paid us for them over the 12-month period immediately preceding the claim. Where you have paid fees in advance of a subscription period, this limitation will be a pro-rata share of such advance fees.
- 17.5. *Indirect damages.*** We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.
- 17.6. *Your default.*** We are not liable for any damage or loss that your breach, misrepresentation, or mistake causes.
- 17.7. *Other websites or services.*** We are not responsible for anyone else’s website or services.

## 18. Breach and suspension

**18.1. *Breach.*** If either party

- 18.1.1. does not fix a breach within seven days of receiving written notice from the other party;
- 18.1.2. breaches the agreement materially twice or more in six months;
- 18.1.3. is bankrupt or has some legal disability;
- 18.1.4. takes steps to or is closed down (such as becoming insolvent or entering sequestration);
- 18.1.5. makes any settlement or arrangement with their creditors; or
- 18.1.6. fails to pay a court order against themselves for a significant amount within 21 days;

then the other party may:

- make the party comply with the agreement; or
- immediately cancel the agreement in writing and claim damages from the other party, including fees already due.

**18.2. *Immediate suspension.*** We may immediately suspend your right to use any of the services in any of the following circumstances:

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- 18.2.1. you fail to pay any fees due to us in terms of this agreement on their due date;
  - 18.2.2. you breach any of your obligations under the agreement, including our acceptable use policy;
  - 18.2.3. you attempt a denial of service attack on any of the services;
  - 18.2.4. you seek to hack or break any security mechanism on any of the services or access data outside of that which belongs to your organisation;
  - 18.2.5. we determine in our sole discretion that your use of the services poses a security threat to us, or to any other user of the services;
  - 18.2.6. you otherwise use the services in a way that disrupts or threatens the services;
  - 18.2.7. we determine, in our sole discretion, that there is evidence of fraud with respect to your account;
  - 18.2.8. we receive notice, or we otherwise determine, in our sole discretion, that you may be using the services for any illegal purpose or in any way that breaches the law or infringes the rights of us or any third party; or
  - 18.2.9. we determine, in our sole discretion, that our provision of any of the services to you is prohibited by applicable law, or has become impractical or infeasible for any legal or regulatory reason; or
  - 18.2.10. we determine, in our sole discretion, that you have breached any of our existing or future intellectual property rights, whether they relate to the services provided under this agreement or not;
  - 18.2.11. for any other reason that we determine is reasonable within our exclusive discretion.
- 18.3. *Preservation of data (suspension).*** In the event that we suspend your access to any services, we will not take any action to intentionally erase any of your data in our possession during the period of suspension and the fees will continue to accrue.

## 19. Termination

- 19.1. *Termination for good cause.*** We may need to terminate the agreement immediately if (in our sole discretion):
- 19.1.1. discontinue or stop providing the services;
  - 19.1.2. believe providing the services could burden or pose a risk to us;
  - 19.1.3. have to terminate to comply with a law;
  - 19.1.4. believe we are infringing on a copyright or patent;
  - 19.1.5. determine that providing the services has become impractical.
  - 19.1.6. If we need to terminate, we will give you as much notice as reasonably possible in writing.
- 19.2. *Termination for convenience.*** You may terminate the agreement or a specific order by giving us at least 60 days written notice. Where you are a consumer as defined under the Consumer Protection Act 68 of 2008:
- 19.2.1. you may do this by giving us 20 business days notice; and

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19.2.2. if you have purchased an annual subscription, we will refund you any fees that you have paid to us for the remaining service period, less a reasonable cancellation fee. This cancellation fee will be calculated taking into consideration any applicable discount in price between our monthly subscription pricing and our annual subscription pricing, plus an administration fee.

19.3. **Duties on termination.** We will stop providing the services, you will no longer be able to access them, and we may erase your data on termination, cancellation, or expiry of the agreement.

## 20. Effect of termination

20.1. **Acceleration.** All amounts due to us for the services become due and payable on termination, cancellation, or expiry the agreement.

20.2. **Assistance.** We may provide you with post termination assistance (such as data retrieval) subject to additional fees and conditions, but are not obliged to.

20.3. **No expectation.** The agreement does not create any expectation of continued service, agreement renewal, or any further agreement between the parties.

20.4. **No refunds.** We provide our services through a pre-paid non-refundable subscription model. Unless otherwise specified in the agreement or required by law, we will not provide any refunds, partial billing or credit in respect of any terminated agreement or order. We may, in our sole discretion, provide discounts, refunds or other types of compensation where we feel that it is reasonable in a particular circumstance. The circumstances that we feel warrants a discount, refund or other type of compensation does not oblige us to offer you compensation in any other circumstances.

## 21. General

21.1. **Resolving disputes.** Either party may inform the other in writing if there is a dispute. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally go to arbitration if mediation fails. If they go to arbitration, they will agree in writing on a recognized and appropriate forum for arbitration that is accessible to both parties.

21.2. **Notices and domicile.** The parties will send all notices to each others' email addresses and choose their respective street addresses as their service addresses for all legal documents. Our email and street addresses are available on our website, while you provide your email and street addresses to us when concluding the agreement. The parties may change either address on 14 calendar days written notice to the other.

21.3. **Beyond human control.** Neither party is responsible for breach of the agreement caused by circumstances beyond human control, but the other party may cancel the agreement on written notice to the other if the circumstances persist for more than 60 calendar days.

21.4. **Assignment.** You may not assign the agreement to anyone. We may assign it to any successor or purchaser of our business or some of our assets.

21.5. **Relationship.** The agreement does not create an employment or partnership relationship between the parties.

21.6. **Entire agreement.** The agreement is the entire agreement between the parties on the subject.

21.7. **Changes.** We will notify you of any changes to the agreement by email. Those changes will only apply to future services orders. If you do not agree with the changes, you must stop using the services. If you continue to use the services following notification of a change, the changed terms will apply to you and you will be deemed to have accepted them.

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- 21.8. Waiver.** Any favour we may allow you will not affect any of our rights against you.
- 21.9. Severability.** Any term that is invalid, unenforceable, or illegal may be removed from the agreement without affecting the rest of it.
- 21.10. Governing law.** South African law governs this agreement.
- 21.11. Mediation.** If negotiation fails, the parties must refer the dispute to mediation under AFSA's rules. AFSA means the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 21.12. Arbitration.** If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in Johannesburg. The parties will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.
- 21.13. Jurisdiction.** You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that we may bring against you in connection with this agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.



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## Privacy Policy

### Introduction

Welcome to our privacy policy. We are SAVVY SITES (PTY) LTD (Registration number CK 2015/179067/07) and this is our plan of action when it comes to protecting your privacy. We respect your privacy and take the protection of personal information very seriously. The purpose of this policy is to describe the way that we collect, store, use, and protect information that can be associated with you or another specific natural or juristic person and can be used to identify you or that person (**personal information**).

### Audience

This policy applies to you if you are:

- a visitor to our website;
- a user of our Savvy Sites web application; or
- a customer who has ordered or requested the goods or services that we provide.

### What is personal information?

Personal information includes:

- certain information that we collect automatically when you visit our website;
- certain information collected on registration (see below);
- geolocation information (see below);
- certain information collected on submission; and
- optional information that you provide to us voluntarily (see below);

but excludes:

- information that has been made anonymous so that it does not identify a specific person;
- permanently de-identified information that does not relate or cannot be traced back to you specifically;
- non-personal statistical information collected and compiled by us.

#### 1. Common examples

Common examples of the types of personal information which we may collect and process include your:

- **identifying information** – such as your name, date of birth, or identification number of any kind;
- **contact information** – such as your phone number or email address;
- **address information** – such as your physical or postal address; or
- **demographic information** – such as your gender or marital status.

#### 2. Geolocation information

Depending on the goods or services that you require, you may be required to permit us to access location services through the permission system used by your mobile operating system or browser. We may

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collect the precise or approximate location (GPS, where available and/or cell tower locations) of your device when our Savvy Sites app is running in the foreground or background (app open but not on-screen) of your device. We use location information to determine your business location. You can enable the location tracking feature through the settings on your device or when prompted by our Savvy Sites app. If you choose to disable the location feature through the settings on your device, we will not receive precise location from your device, which may affect the features of the app.

## 3. Sensitive personal information

Depending on the goods or services that you require, we may also collect sensitive personal information including your:

- **financial information** – such as your bank account or payment details.
- **contact information** - such as your full name, contact number and email address

## Acceptance

### 1. Acceptance required

You must accept all the terms of this policy when you order our goods or request our services. If you do not agree with anything in this policy, then you may not order our goods or request our services.

### 2. Legal capacity

You may not access our website or order our goods or request our services if you are younger than 18 years old or do not have legal capacity to conclude legally binding contracts.

### 3. Deemed acceptance

By signing up for our services or using our website or application, you are deemed to have read, understood, accepted, and agreed to be bound by all of its terms.

## Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

## How do we collect personal information?

### 1. On submission of an enquiry or registration

When you submit an enquiry or if you register on our website, you will no longer be anonymous to us.

This personal information may include:

- your name and surname;
- your email address;
- your telephone number;
- your company name, company registration number, and VAT number;
- your postal address or street address; and
- your username and password.

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We will use this personal information to fulfil your account, provide additional services and information to you as we reasonably think appropriate, and for any other purposes set out in this policy.

## 2. On order or request

When you order our goods or request our services from us, you will be asked to provide us with additional information on a voluntary basis (goods or services information).

## 3. Events

You will provide us with personal information when you attend an event that we host.

## 4. From browser

We automatically receive and record internet usage information on our server logs from your browser, such as your Internet Protocol address (**IP address**), browsing habits, click patterns, version of software installed, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the website, and the dates and times that you visit the website, paths taken, and time spent on sites and pages within the website (**usage information**). Please note that other websites visited before entering our website might place personal information within your URL during a visit to it, and we have no control over such websites. Accordingly, a subsequent website that collects URL information may log some personal information.

## 5. Cookies

We may place small text files called 'cookies' on your device when you visit our website. These files do not contain personal information, but they do contain a personal identifier allowing us to associate your personal information with a certain device. These files serve a number of necessary or useful purposes for you, including:

- granting you access to age restricted content;
- tailoring our website's functionality to you personally by letting us remember your preferences;
- improving how our website performs;
- allowing third parties to provide services to our website; and
- helping us deliver targeted advertising where appropriate in compliance with applicable laws.

Your internet browser generally accepts cookies automatically, but you can often change this setting to stop accepting them. You can also delete cookies manually. However, no longer accepting cookies or deleting them will prevent you from accessing certain aspects of our website where cookies are necessary. Many websites use cookies and you can find out more about them at [www.allaboutcookies.org](http://www.allaboutcookies.org).

## 6. Web beacons

Our website may contain electronic image requests (called a **single-pixel gif** or **web beacon** request) that allow us to count page views and to access cookies. Any electronic image viewed as part of a web page (including an ad banner) can act as a web beacon. Our web beacons do not collect, gather, monitor or share any of your personal information. We merely use them to compile anonymous information about our website.

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## 7. Optional details

You may also provide additional information to us on a voluntary basis (**optional information**). This includes content or products that you decide to upload or download from our website or when you enter competitions, take advantage of promotions, respond to surveys, order certain additional goods or services, or otherwise use the optional features and functionality of our website.

## 8. Recording calls

We may monitor and record any telephone calls that you make to us, unless you specifically request us not to.

### Who are our data subjects?

We process the personal information of the following categories of people:

- customers or organisations,
- prospects or leads,
- employees,
- recruiters and medical practitioners providing services related to employees,
- contractors, vendors, or suppliers,
- children and their guardians,
- debtors and creditors,
- dealers, and
- directors and shareholders.

### Purpose for processing

We may use or process any goods or services information, or optional information that you provide to us for the purposes that you indicated when you agreed to provide it to us. Processing includes gathering your personal information, disclosing it, and combining it with other personal information. We generally collect and process your personal information for various purposes, including:

- **goods or services purposes** – such as:
  - collecting orders or requests for and providing our goods or services,
  - managing our contracts with various data subjects,
  - managing customer credit in general,
  - processing customer requests or complaints,
  - keeping our data subject records and information up to date,
  - better understanding our data subject's needs, and
  - providing support to our customers.
- **marketing purposes** – such as:
  - marketing to customers,
  - marketing to prospects, and
  - running promotional competitions for business.
- **business purposes** – such as:

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- managing employees in general,
  - internal audit,
  - accounting, and
  - business planning and due diligence, and joint ventures, disposals of business, or other proposed and actual transactions.
- **legal purposes** – such as:
    - handling claims and enforcing debts, and
    - complying with regulations, or pursuing good governance.

We may use your usage information for the purposes described above and to:

- **remember** your information so that you will not have to re-enter it during your visit or the next time you access the website;
- **monitor** website usage metrics such as total number of visitors and pages accessed; and
- **track** your entries, submissions, and status in any promotions or other activities in connection with your usage of the website.

## 1. Consent to collection

We will obtain your consent to collect personal information:

- in accordance with applicable law;
- when you provide us with any registration information or optional information.

## Use

### 1. Our obligations

We may use your personal information to fulfil our obligations to you.

### 2. Messages and updates

We may send administrative messages and email updates to you about the website. We may also send you primarily promotional messages, where you are a customer or have asked us to do so. You can choose to opt out of promotional messages. Where you are not a customer or have not asked us to send you promotional messages, we may send you one message asking you to opt into promotional messages without you having opted into promotional messages.

### 3. Targeted content

After you have visited our website, we may display targeted adverts and other relevant information based on your personal information via 3rd party platforms such as platforms including, but not limited to, Facebook/Meta, Instagram or Google. In a completely automated process, computers process the personal information and match it to adverts or related information.

## Reasons we share personal information

### 1. Sharing

We may share your personal information with:

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- other divisions or companies within the group of companies to which we belong so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services, and communications (they will only use this information to send you marketing communications if you have requested their goods or services);
- an affiliate, in which case we will seek to require the affiliates to honour this privacy policy;
- our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing, technology services (our contracts dictate that these goods or services providers only use your information in connection with the goods or services they supply or services they perform for us and not for their own benefit);
- credit bureaus to report account information, as permitted by law; and
- other third parties who provide us with relevant services where appropriate.

## 2. Regulators

We may disclose your personal information as required by law or governmental audit.

## 3. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the general public; and
- to prevent violation of our customer relationship terms.

## 4. No selling

We will not sell personal information. No personal information will be disclosed to anyone except as provided in this privacy policy.

## 5. Marketing purposes

We may disclose aggregate statistics (information about the customer population in general terms) about the personal information to advertisers or business partners.

## 6. Employees

We may need to disclose personal information to our employees that require the personal information to do their jobs. These include our responsible management, support members, human resources, accounting, audit, compliance, information technology, or other personnel.

## 7. Change of ownership

If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to another entity, we may assign our rights to the personal information we process to a successor, purchaser, or separate entity. We will disclose the transfer on the website. If you are concerned about your personal information migrating to a new owner, you may request us to delete your personal information.

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## Security

There is no such thing as 'perfect security'. We have to compromise between increased levels of security and the convenience to you in transacting with us.

### 1. Our security responsibilities

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws by maintaining reasonable measures to protect personal information from loss, misuse, and unauthorised access, disclosure, alteration, and destruction.

Our hosting company will host our website in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorise access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recover procedures where appropriate.

### 2. Our security disclaimers

Please note the following:

The third parties whose systems we link to are responsible for the security of information while it is collected by, stored on, or passing through the systems under their control.

We will use all reasonable endeavours to ensure that our website and your information is not compromised. However, we cannot guarantee that no harmful code will enter our website (for example viruses, bugs, trojan horses, spyware or adware). You should be aware of the risks associated with using websites (addressed below).

If you experience a problem or loss that is caused by information you provided to us, your computer being compromised in some way or by something beyond our control, we cannot take responsibility for causing the problem. We will, however, do our best to help you if we can.

### 3. Phishing

You must only log in to your account from a page that begins with <https://app.savvy.site/>

## Accurate and current

We will try to keep the personal information we collect as accurate, current, complete, confidential and reliable for the purposes defined in this policy. From time to time we may request you to update your personal information on the website. You are able to review or update any personal information that we hold on you by accessing your account online, emailing us, or phoning us. Please note that in order to better protect you and safeguard your personal information, we take steps to verify your identity before granting you access to your account or making any corrections to your personal information.

## Retention

We will only retain your personal information for as long as it is necessary to fulfil the purposes explicitly set out in this policy, unless:

- retention of the record is required or authorised by law; or
- you have consented to the retention of the record.

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During the period of retention, we will continue to abide by our non-disclosure obligations and will not share or sell your personal information.

We may retain your personal information in physical or electronic records at our discretion.

## Transfer to another country

We send personal information outside of South Africa to various countries. We will only transfer data to other countries who have similar privacy laws to South Africa's that provide an adequate level of protection, or to recipients who can guarantee the protection of personal information to the same standard we must protect it.

## Your rights

### 1. Request what information we hold about you

You may request access to your personal information to receive a copy of the personal information that we hold about you.

### 2. Updating or removing

You may choose to correct or update the personal information you have submitted to us, by clicking the relevant menu in any of the pages on our website or contacting us by phone or email.

### 3. Withdrawal of consent or objection to processing

You may withdraw your consent where we are relying on consent as a lawful justification to process. You may also object to our processing where we are relying on another lawful justification for processing. Please note that if you do so, we might not be able to provide services to you.

We may need to request additional information from you to verify your identity for you to access these rights. This is to ensure that your personal information is not disclosed to an unauthorized person.

## Changes

We may change the terms of this policy at any time by updating this web page. We will notify you of any changes by placing a notice in a prominent place on the website or by sending you an email detailing the changes that we have made and indicating the date that they were last updated. If you do not agree with the changes, then you must stop using the website and our goods or services. If you continue to use the website or our goods or services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted those updated terms.

## Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies or practices of linked or any third party websites.

## Enquiries

If you have any questions or concerns arising from this privacy policy or the way in which we handle personal information, please contact us.



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## Security Policy

**Callouts like this are a summary of our security policy and contain the most important and relevant points for you. Please read the full security policy because it applies to you.**

### 1. Introduction

There is no such thing as 'perfect security'. We have to create a balance between increased levels of security and making transacting with us convenient to you.

### 2. Our security responsibilities

We will ensure that:

- We host our website in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders.
- The information you give to us that is stored on or passes through our systems is protected. Encryption is used to protect the personal information you give us where it is appropriate.
- The links from our systems to systems under the control of third parties (for example our payment gateway) are secure.
- We perform regular backups of data to ensure it can be recovered in the case of a disaster.
- We log all access to our system. If any unauthorised behaviour should occur, this will assist us in identifying and resolving the issue.
- We take reasonable steps to secure your payment information and use a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of the transaction concerned.

**We are responsible for hosting our website securely, protecting your information you give us, securing our links, backing-up our data, logging access, and taking reasonable steps to secure payment information.**

### 3. Our security disclaimers

Please note the following:

- The third parties whose systems we link to are responsible for the security of information while it is collected by, stored on, or passing through the systems under their control.
- We will use all reasonable endeavours to ensure that our website and your information is not compromised. However, we cannot guarantee that no harmful code will enter our website (for example viruses, bugs, Trojan horses, spyware or adware). You should be aware of the risks associated with using websites (addressed below).
- If you experience a problem or loss that is caused by: (i) information you provided to us; (ii) your computer being compromised in some way; (iii) or by something beyond our control.

We cannot take responsibility for causing the problem. We will, however, do our best to help you if we can.

### 4. Your security responsibilities

#### 4.1. Recommended steps

You should:

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- Install and activate appropriate security software on your computer. This should include anti-virus, anti-spyware and anti-spam software.
- Run regular scans of your computer for viruses.
- Update your security software to ensure you are always running the current version.

**You should have security software on your computer, scan it regularly, and keep the software up-to-date.**

## 4.2. Additional steps

Other steps you should take to help protect your computer include:

- Check your Internet browser's security settings for ways to make your browsing more secure.
- Make sure that you have entered secure pages when filling in your sensitive personal information. Look for a small yellow lock commonly seen at the bottom right of your browser and http changes to https on the address bar.
- Log out after you have transacted electronically.

**You should also keep your Internet browser secure, only enter sensitive personal information on secure pages, and log out.**

## 5. Protecting your password

You should:

- Never share your password with anyone.
- Never send your password via email.
- Make your password as strong as possible.

## 6. Credit card information

### 6.1. Safe and secure

Transacting with us electronically (including transacting and using your credit card on our website) is safe and secure. It is much the same as transacting in person face-to-face.

### 6.2. Payment processing

We do not get involved in any credit card transactions directly. All credit card transactions are handled or acquired for us via our payment gateway, who are an approved payment gateway for our bankers. No credit card details are stored on our website. Our payment gateway uses Secure Socket Layer 3 (SSL3) encryption. You may go to our payment gateway's website to view their security certificate and security policy.

### 6.3. Payment verification

A Certificate Authority (or CA) checks, verifies, and certifies our service provider's company registration documents and domains to ensure that nobody can impersonate them to obtain your payment information.

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## 6.4. Secure URL

Once you begin the checkout process you will notice that the site URL will change from "http" to "https" and a small padlock will appear at the bottom of your screen. This is indicative of a secure Internet transaction.

## 6.5. Verification programs

We do not currently support the Verified by Visa program or the MasterCard SecureCode. You can still use your Visa or MasterCard credit card as payment for an order, but we will not ask you to enter your Verified by Visa password or MasterCard SecureCode.

## 7. Phishing

### 7.1. Secure URL

You must only log in to your account from a page that begins with <https://app.savvy.site/>.

### 7.2. No confirmation through links

We will never ask you to confirm your username and password or other sensitive information by clicking on any links in an email other than the email link we send you at registration to verify your email address or an email requested by you to reset your password. Be aware of "phishing" attacks where criminals attempt to obtain your sensitive information by sending you an email, masquerading as an email from us, asking you to access your account or verify information via links in the email, or diverting you to a fake Savvy Sites website. Please report any suspected phishing attacks to us immediately to prevent any harm to you or other users.

**We will not generally ask you to confirm your personal information through links. If someone does, it may be a phishing attack.**

## 8. Contact us

Please report any suspicious or unauthorised activity relating to your use of our website to us directly at [support@savvy.site](mailto:support@savvy.site), because it will help make our website as secure as we can.

## 9. Our right to take action

We reserve the right to take whatever action we may deem necessary at any time to preserve the security and reliable operation of our system. You undertake not to do (or permit anything to be done) that may compromise the system under our control.

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## Acceptable Use Policy

### 1. Introduction

While we provide our services to you for certain legitimate purposes, there are certain purposes for which you should not use our services under any circumstances. This policy describes what you **cannot do** with our services. We trust you as our customer and person of integrity to abide by this policy, but if you breach the policy or help others to do so – we may suspend or terminate your use of the services.

### 2. Definitions

In this policy, the following words have the following meanings:

- **content** means any submissions made to the website, whether public or private, including messages or comments on the content of other users;
- **policy** means this acceptable use policy;
- **services** means the web services offered by us on or through the website;
- **website** means the website located at <https://savvy.site/>; and
- **system** means any network, computer or communications system, software application, or network or computing device.

### 3. Responsibility

You are responsible for your **conduct**, **profile**, and **content** on the website. You understand that your actions could have consequences, and may result in criminal or civil liability. We do not endorse, take any responsibility, or accept liability for your actions.

### 4. Your copyrighted content

You retain the intellectual property rights to your copyrighted content. By submitting content to the services, you grant us a licence to use, distribute, reproduce or adapt the content for any purpose. This licence is worldwide, irrevocable, and free from royalty.

### 5. Prohibited content and conduct

You may not, directly or indirectly (including by helping other people):

- **upload** to the services any content; or
- **use** the services for any purpose;

that we, in our sole discretion, determine to be illegal, unlawful, harmful or obscene, including:

- **illegal content** – including sharing or advertising child pornography or content that infringes the intellectual property rights of others (such as their copyright or trademarks), inciting or encouraging harm against others, or conducting or advertising illegal transactions (such as selling drugs or promoting unlicensed gambling);
- **fraudulent content** – including offering, sharing or promoting false information relating to goods, services, or schemes, or otherwise misleading others in a way that is harmful or illegal;
- **abusive content** – including content that is defamatory or vulgar, infringes another's rights (including privacy rights), or is otherwise unreasonably or objectionable;
- **destructive content** – including content or software designed for the purpose of malicious damage to computers, systems, or data, or to control or otherwise access any of these things;

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- **unauthorized access** – including accessing or attempting to access a network, system or user's profile without permission;
- **surveillance** – including the surveillance of any data on a network, system or user's profile without permission;
- **intentional harm** – including intentionally damaging the structure or efficient working of a network, system or user's profile through physical or electronic means (such as Denial of Service attacks);
- **spam** – including sending or promoting unsolicited mass electronic communications without permission;
- **data manipulation** – including the malicious and fraudulent altering of any data on or sent by a network, system, or user's profile without permission; or
- **system manipulation** – including the malicious and fraudulent alteration of a network, system, or user's profile without permission.

## 6. Investigation and enforcement

- 6.1. **Monitoring and suspension.** We may monitor whether you are complying with the terms of this policy. We may limit, suspend or terminate your access to and use of the services if we, in our sole discretion, believe that you have violated these terms of use, or are otherwise likely to infringe the rights of another party.
- 6.2. **Our investigation.** We will investigate any breach of this policy and determine, in our sole discretion, whether any of your content or conduct amounts to a breach of this policy. During and after an investigation, we can alter or remove any content that breaches this policy, or share this content or related information with any relevant third party, including other users or law enforcement agencies. This section applies to any agreements that you have with us.
- 6.3. **Your suspension.** If we determine your content or conduct to amount to a breach of this policy, we may:
- suspend your right to use the website or any of our services;
  - delete or destroy the offending content;
  - share this content or related information with any relevant third party, including other users or law enforcement agencies;
  - treat such breach of this policy as a breach of the agreement;
  - take any other action that we deem appropriate in the circumstance, including legal action.
- 6.4. **Your infringed content.** If you believe that your content has been infringed in any way, you can report it to us by emailing us at [support@savvy.site](mailto:support@savvy.site), which email must include the following supporting information:
- your contact information;
  - details of the infringed and infringing content;
  - an affidavit stating that the information so provided is true and accurate, and that you are the copyright owner, or are duly authorized by the copyright owner to lodge this complaint.

## 7. Your duty to report breaches

You agree to notify us of any breach of this policy, via email or any other reporting process that we have set up.

# SAVVY SITES (PTY) LTD - LEGAL

## 8. Changes

We may change the terms of this policy at any time. We will notify you of any changes by placing a notice in a prominent place on the website or by email. If you do not agree with the change you must stop using the services. If you continue to use the services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted such terms.

- 8.1. **Illegal and damaging use.** You may not use this website or any of our services (including contacting other users) in any way that is unlawful, fraudulent or in breach of any applicable law or regulation, or in any way that may damage, disrupt, introduce malicious software into, or otherwise interfere with this website, our services, or any other website, services, system, or property (including that of other users).
- 8.2. **User content.** You may not upload to the website or our services any content which in our sole opinion is:
- false or misleading (including impersonating or making statements on behalf of our business or personnel);
  - disruptive to our services (including advertising other services or websites);
  - illegal or unlawful under any applicable law (including inciting others to commit a crime or breach these terms);
  - defamatory, discriminatory or harassing (including posting someone's personal information without their consent);
  - obscene (including content of a violent or sexual nature); or
  - infringes on another party's rights (including copyright or trademark rights).

We will remove any content that breaches this clause.

- 8.3. **Uploaded information.** Where you upload information to our website or the service, you warrant that you have the required right or authority to do so, and that such information is not confidential or proprietary in any way. You grant us the right to use such information in any way as may be necessary to provide the services. You further agree that we are not responsible for this content, and you hold us harmless and indemnify us for any loss, damage, harm or other claims that may arise as a result of any such content or information that you upload to our website or service.