

## **REBLEEP A PRODUCT OF NOLDOR TECHNOLOGIES (PTY) LTD**

### **TERMS AND CONDITIONS OF USE BETWEEN REBLEEP AND THE USER/BROWSER**

**READ THE MEMBER TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING  
THE WEBSITE AND/OR USING THE APP. YOUR CONTINUED USE OF THE  
WEBSITE AND/OR APP INDICATES THAT YOU HAVE BOTH READ AND ACCEPTED  
THESE AND CONDITIONS. YOU CANNOT USE THE WEBSITE IF SUCH  
USER/BROWSER DOES NOT ACCEPT THE TERMS AND CONDITIONS. ALL  
SECTIONS OF THESE TERMS AND CONDITIONS ARE APPLICABLE TO THE  
USER/BROWSER.**

#### **1. INTRODUCTION**

- 1.1.** The ReBleep Website <https://rebleep.app/> is owned by Noldor Technologies (Pty) Ltd (hereinafter referred to as "the Company", "Website", "App" "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and partners.
- 1.2.** These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy apply to any person who registers to make use of the ReBleep App as made available to it on the Website and App stores, accesses, refers to, views and/or uploads or downloads any information or material made available on the Website for whatever purpose, and governs the person's relationship with the Company.
- 1.3.** Accessing and/or use of the Website and/or App after the Effective Date as set out above will signify that you have read, understand, accept, and agree to be bound, and is bound, by these Terms and Conditions. Further, you as a natural person, represents that he/she is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).

- 1.4. To the extent permitted by applicable law, we may modify the these Terms and Conditions with prospective effect without prior notice to you, and any revisions to the Terms and Conditions will take effect when posted on the Website, unless a later day is otherwise stated in the revised Terms and Conditions, and once agreed to by you. Your continued use of the Website and/or the ReBleep App will be construed as your consent to the amended or updated Terms and Conditions and will be conditional upon these Terms and Conditions in force at the time of use. Your only remedy should such you not agree to these Terms and Conditions and/or the Privacy Policy, is to stop the use of the Website and App.
- 1.5. These Terms and Conditions will apply fully and affect your use of the Website and/or App. By using this Website and/or App, you agree to accept these Terms and Conditions as contained herein in full.
- 1.6. You further agree that in circumstances where third party services are provided through the Website and/or App that you shall familiarise yourself with such third party's terms and conditions unequivocally absolving the Company from any liability which may arise from you failing to do so.
- 1.7. Should you not agree to the terms contained herein, you must immediately desist from using this Website and/or App.

## **2. INTERPRETATION**

In these Terms and Conditions:

- 2.1. clause headings are for the convenience and are not to be used in its interpretation;
- 2.2. unless the context indicates a contrary intention, an expression which denotes:
  - 2.2.1. any gender includes the other gender;

2.2.2. a natural person includes a juristic person and *vice versa*;

2.2.3. the singular includes the plural and *vice versa*;

2.3. the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings:

2.3.1. "**Browser**" means any person who visits any page of the Website and/or App, whether by landing at the home page or any other page through use of a hyperlink of another website or by direct access to the Website and/or App and who has no intention of using ReBleep or third party services, or has not yet registered as a ReBleep user;

2.3.2. "**Company**" means Noldor Technologies (Pty) Ltd (Registration Number: 2019/387758/07) a private company duly incorporated in accordance with the company laws of South Africa and having its registered address at Mowbray House, Fourways Golf Park, Roos Street, Fourways, 2191;

2.3.3. "**Log in Details**" means your username and password used in registering an account on the ReBleep application through the Website and/or App store;

2.3.4. "**Terms and Conditions**" means these Terms and Conditions as read together with the Privacy Policy found at the link recorded in clause 2.3.14 above;

2.3.5. "**Party**" or "**Parties**" means the person or the Company, or both, as the context implies;

2.3.6. "**Personal Information**" means the Personal Information as required from the person in order to register for the ReBleep App;

2.3.7. "**Posted Content**" means any audio, video text, images, advertisements, offer of sale and purchase, notices, podcasts or other

material you may choose to upload on to or download from ReBleep and/or website;

2.3.8. **"Privacy Policy"** means the Privacy Policy which is to be read as if specifically incorporated herein, which may be found at:

2.3.9. **"Registration Process"** means the process to be followed by a person on the App in order to enable it to sign up on ReBleep thus make the transition from a Browser to a User; and

2.3.10. **"Website"** shall mean the Rebleep website situated at <https://rebleep.app/>

2.3.11. **"ReBleep Product"** means the ReBleep Application platform created by Noldor and as described below;

2.4. If any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Member Terms and Conditions.

2.5. Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause.

### **3. LIMITATION OF LIABILITY AND INDEMNITY**

3.1. The Website, together with the ReBleep App shall be used entirely at your own risk. We cannot and do not guarantee that the ReBleep app will be uninterrupted, timely, secure, error free or that defects in respect of the ReBleep App will be corrected, nor that it will be virus free.

- 3.2. You accept that access to the ReBleep App and/or the Website may be restricted on occasion due to necessary updates and maintenance being carried out on the Website.
- 3.3. As such, you hereby indemnify us, and agrees to keep us indemnified, from and against any claim, loss, damage, cost or expense that you may suffer or incur as a result of or in connection with your use of the ReBleep App or the Website, including any breach by you of these Terms and Conditions, including but not limited to any applicable law or licensing requirements.
- 3.4. To the extent that our liability cannot be excluded by law, its maximum liability, whether in contract, equity, statute, or delict (including negligence), to you will be limited to the minimum amount imposed by such law.
- 3.5. You are aware and indemnify us from any changes in respect of any ReBleep App for reasons beyond our control, including but not limited to, war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, pandemics or health risks.
- 3.6. Notwithstanding anything to the contrary in these Terms and Conditions, in no circumstances will the Company be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money or any loss or damages arising for any reason whatsoever, whether in delict, contract or otherwise.

#### **4. PROTECTION OF PERSONAL INFORMATION**

- 4.1. The Company shall undertake as far as is possible, to protect each persons Personal Information in accordance with the Company's Privacy Policy located at <https://rebleep.app/privacy-policy/> and not provide same to any third party, except as may be necessary in order to perform the Community Member Services as required in terms of these Member Terms and Conditions.

4.2. The Community Manager shall undertake as far as is possible, to protect each Community Member's Personal Information in accordance with the Company's Privacy Policy located at <https://rebleep.app/privacy-policy/> and not provide same to any third party, except as may be necessary in order to perform the Community Manager Services and/or the Community Member Services.

## **5. PROHIBITED POSTED CONTENT**

5.1. You may not make use of the ReBleep App in an attempt to or the performance of any one or more of the activities set out in this clause 11, with each activity in isolation being termed as a prohibited activity:

5.1.1. violation of any laws, statutes, ordinance or regulations;

5.1.2. undertaking, initiating, aiding or abetting criminal activity of any kind, including but not limited to, malicious hacking, illegal gambling operations, money laundering or the financing of terrorists or terrorist activity;

5.1.3. any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material as well as unsolicited advertising, bulk e-mailing of commercial advertising, requests on behalf of charities, calling for the signature of petitions as well as informational announcements;

5.1.4. take any action, including but not limited to those set out above, that imposes an unreasonable or disproportionately large load on the App's infrastructure, including spam or other unsolicited mass e-mailing techniques (whether automated or not);

5.1.5. use the ReBleep App for any illegal purpose or in violation of any national/international law or other applicable legislation, which shall include laws relating to the payment of taxes and respect to

privacy together with any obligations that a person may owe to third parties;

- 5.1.6. post content which contravenes a confidentiality or non-disclosure agreement, insider trading laws, or intellectual property rights which you are not authorised to transfer to another party;
- 5.1.7. conduct any activity which compromises or breaches another party's patent rights, trademark, copyright or other intellectual property rights;
- 5.1.8. mislead or deceive others through any act or omission or make a false representation about any party's identity, including the impersonation of a real or fictitious person or entity, or using an alternative identity or pseudonym;
- 5.1.9. use the ReBleep App in order to harass, abuse, defame, threaten, instigate or initiate any action that may be viewed as harmful or unlawful against a third person or entity;
- 5.1.10. use the ReBleep App in an attempt to obtain Personal Information of any third party, without consent;
- 5.1.11. use the ReBleep App as a front for a debt collection agency or banking institution;
- 5.1.12. depositing funds into, alternatively in any other manner, supporting pyramid schemes, Ponzi schemes, matrix programmes, "get rich quick" schemes, multi-level marketing programmes, high-yield investment programmes, or any cause which may be seen to be obscene, defamatory, libellous, threatening, pornographic, hateful or racially offensive;

- 5.1.13. use the ReBleep App as a front, or alter ego decoy in order to receive fraudulent funds, or what may be perceived by the Company to be fraudulent funds;
- 5.1.14. use the ReBleep App in a manner that is or may be perceived to be an abuse or violation of the ReBleep App or rules which govern same;
- 5.1.15. introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment on the Website or in relation to the ReBleep App;
- 5.1.16. crawling, spidering or scraping of content is prohibited, except to the extent required by recognised search engines (e.g. Google) for the purposes of indexing the Website;
- 5.1.17. remove or alter the Company's copyright notices or other means of identification including any watermarks, as they appear on the Website; and
- 5.1.18. distribute or publish any part of the information or content included in the ReBleep App on any publicly accessible electronic network, including without limitation the internet and the world wide web, Facebook, YouTube, or otherwise publish, broadcast or display any such information in public, in a manner that casts the Company in a bad light.

- 5.2. In the event of the Company suspecting that a person is acting, or assisting a third-party to act in this manner, it reserves the right to collect evidence to prove or disprove such activities, which evidence may include but not be limited to IP addresses, business names, telephone numbers and e-mail addresses.

5.3. The Company shall not be held liable or responsible for any loss, theft, damage, or misuse of the person's copyright material in respect of any content placed on the Community Forum.

## **6. LINKS TO OTHER WEBSITES**

6.1. The ReBleep App may contain links or portals to other websites which are uploaded by you. The Company has no control over websites/Apps operated by third parties and you agree that the Company is not responsible for and will have no liability in connection with a person's access to or use of any third-party website/App.

## **7. CONFIDENTIALITY**

7.1. Confidential information means any documents or information created, received or obtained from the Company, together with information relating to the Company as well as non-public information pertaining to the Company's business (including, without limitation pricing information, any related entities, the identity of users, and any content marked confidential or reasonably construed as being confidential due to its nature) ("Confidential Information") which must remain strictly confidential.

7.2. No Person may disclose, solicit, make available or misappropriate any Confidential Information, trade secrets or other proprietary information that belongs to any third party without that party's prior written permission, or in violation of any express or implied duty or contractual right.

7.3. Where a person is legally required to disclose the Confidential Information, he/she shall inform the third party who disclosed the Confidential Information of the requirement as soon as reasonably practicable and liaise with that party prior to disclosing any of that party's Confidential Information.

7.4. A person shall notify the Company immediately upon becoming aware of a suspected or actual breach of this obligation.

7.5. The Company will not disclose or make available, directly or indirectly, any persons' Confidential Information, except where the Company has the person's permission, where the Confidential Information is already in the public domain (through no breach of these Member Terms and Conditions), in furtherance of the person's use of or provision of the ReBleep App, to enforce all or any of the terms or if legally compelled to do so.

## **8. PROTECTION OF DATA**

8.1. The Company makes all reasonable efforts to ensure security on its systems. However, it cannot guarantee that Personal Information, alternatively any data uploaded onto the Website may not be accessed, disclosed, altered, or destroyed by breach of the Company's administrative, managerial, and technical safeguards. Therefore, the Company urges the user to take adequate precautions to protect their personal data and Log in Details including never sharing their passwords with anyone.

## **9. COPYRIGHTS**

9.1. The contents of the Website/App are the licensed property of the Company. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all Posted Content on the Website/ReBleep App is that of a user unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.

9.2. Except as stated in these Terms and Conditions, none of the contents of the Website/App may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of the Company or the copyright owner, and further, should such consent be provided, the Company reserves its right to withdraw such consent at any stage, in its sole and absolute discretion.

- 9.3. The Company does not permit copyright infringing activities and infringement of intellectual property rights on its Website/App, and may at its sole discretion, remove any infringing content should same infringe on another's intellectual property rights or its own.
- 9.4. All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Website/App, where not evidently that of a User or a browser are the exclusive property of the Company.

## **10. BREACH**

- 10.1. If a person commits a breach of these Terms and Conditions and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the Company shall be entitled, at its option, either to cancel these Terms and Conditions and access to the Website and the ReBleep App, and claim damages or alternatively to claim specific performance of all of the person's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

## **11. DISPUTE RESOLUTION**

- 11.1.** Any dispute which arises between the Parties in respect of these Terms and Conditions shall require the Parties to use their best endeavours to resolve the dispute informally within 7 (seven) days of the dispute having been raised in writing.
- 11.2. If either Party provides written notification to the other that such attempt has failed then the Parties shall attempt to agree upon the appointment of a suitably qualified mediator, within 7 (seven) days of such dispute being referred.
- 11.3. If agreement is not reached as to the appointment of such mediator within 7 (seven) days after either Party has in writing called for the appointment of a mediator, or where an appointment has been agreed upon and such mediator

is not able to mediate a resolution of such dispute within 30 (thirty) days after such appointment then either Party may give written notice to the other Party referring the dispute to arbitration in accordance with the provisions of this clause 17 ("Arbitration Notice").

- 11.4.** If the dispute cannot be resolved in accordance with the foregoing, the dispute shall be finally resolved in accordance with the rules of Arbitration Foundation of South Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA.
- 11.5.** Either of the Parties may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party. This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 11.6.** The arbitration referred to in clause 17.4 shall be held –
  - 11.6.1. at Cape Town or other venue agreed by the Parties in writing;
  - 11.6.2. in English; and
  - 11.6.3. immediately and with a view to its being completed within 21 (twenty-one) days after it is demanded.
- 11.7.** The Parties irrevocably agree that the decision in arbitration proceedings:
  - 11.7.1. shall be final and binding upon them;
  - 11.7.2. shall be carried into effect;
  - 11.7.3. may be made an order of any court of competent jurisdiction.

## **12. NOTICES AND DOMICILIUM**

12.1. The Parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Terms and Conditions, the following:

12.1.1. The Company:

Mowbray House  
Fourways Golf Park  
Roos Street  
Fourways  
2191  
[support@rebleep.app](mailto:support@rebleep.app)

12.1.2. You/Person/User/Browser:

The address as provided when registering on the ReBleep App.

12.2. Both Parties may change their *domicilium* to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of change of *domicilium*.

12.3. All notices to be given in terms of these Terms and Conditions will:

12.3.1. be given in writing;

12.3.2. be delivered or sent by email; and

12.3.3. be presumed to have been received on the date of delivery.

12.4. Notwithstanding the above, any notice actually received by the Party to whom notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

### **13. VARIATION**

13.1. No contract varying, adding to, deleting from or cancelling these Terms and Conditions, and no waiver of any right under these Terms and Conditions, shall be effective unless reduced to writing and signed by or on behalf of the Parties. Writing shall not be construed as email correspondence signed by means of email signatures.

#### **14. SURVIVAL**

14.1. Clauses which out of necessity or by implication herein survive termination of these Terms and Conditions, shall remain in full and effect despite the termination hereof.

#### **15. SEVERANCE**

15.1. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these Terms and Conditions and the remaining terms will continue to apply. Failure by the Company to enforce any of the provisions set out in these Terms and Conditions and/or any other agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

#### **16. GENERAL**

16.1. These Terms and Conditions constitute the entire agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, are binding on the Parties.

16.2. The Company's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision. Further, any consent to depart from these Terms and Conditions shall be ineffective unless it is confirmed in writing and signed by the Parties.

- 16.3. Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with these Terms and Conditions is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.
- 16.4. The rights, powers and remedies provided to the Company in these Terms and Conditions are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of these Terms and Conditions.
- 16.5. These Terms and Conditions together with the other terms and legal documents situated on the Website/App constitute the entire agreement in as far as the provision of the ReBleep App are concerned. You acknowledge and agree that they have not relied on any representations by the Company except those contained in these Terms and Conditions.
- 16.6. The laws of the Republic of South Africa shall apply to these Terms and Conditions.
- 16.7. Any claims, legal proceeding or litigation arising in connection with these Terms and Conditions shall be subject solely to the jurisdiction of the courts of the Republic of South Africa.
- 16.8. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect.