GETLIT END USER LICENSE AGREEMENT

Last updated: 19 August 2025

THIS AGREEMENT is deemed dated on download of the App.

PLEASE READ CAREFULLY BEFORE DOWNLOADING OR STREAMING THE APP FROM THIS WEBSITE.

This end-user license agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and Gathering Tree Technologies (Pty) Ltd ("**Company**", "**we**", "**us**" or "**our**"), a company registered in South Africa with company registration number 2016/017516/07, and having its registered address at 7, 16th Street, Parkhurst, Johannesburg, South Africa (**Licensor**) for:

- GetLit mobile application software (**App**); and

- online **OR** electronic documents (**Documents**).

We license use of the App and Documents to you on the basis of this EULA and subject to any rules or policies applied by any appstore provider or operator from whose site (**Appstore**), the End-user downloaded the App (**Appstore Rules**). We do not sell the App or Documents to you. **We remain the owners of the App and Documents at all times.**

IMPORTANT NOTICE

BY DOWNLOADING THE APP FROM THIS WEBSITE YOU:

(A) AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, THE PRIVACY POLICY DEFINED IN CONDITION 1.5 AND LIMITATIONS ON LIABILITY IN CONDITION 6.

(B) REPRESENT THAT YOU ARE OVER 18 YEARS OF AGE AND OF A LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND

(C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE APP AND DOCUMENTS TO YOU AND YOU MUST STOP THE DOWNLOADING PROCESS NOW.

You should print a copy of this EULA for future reference.

AGREED TERMS

1. ACKNOWLEDGEMENTS

1.1 The terms of this EULA apply to the GetLit App or any of the services accessible through the App (Services); including any updates or supplements to the App, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.

1.2 We may change these terms at any time by sending you an e-mail with details of the change or notifying you of a change when you next start the App or log onto the website referred to in condition 1.6. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.

1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and to download or stream a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.

1.5 The terms of our privacy policy from time to time (Privacy Policy) are incorporated into this EULA by reference and apply to those Services that are not specified in condition 1.6 as having separate privacy policies. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.6 The use of the GetLit App will be governed by the terms of use and subject to the privacy policy incorporated into this EULA by reference and set out at the following web address: https://www.getlit.co.za

1.7 By using the App you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you, in accordance with our Privacy Policy and the Protection of Personal Information Act 4 of 2013 (POPIA).

1.8 The GetLit App will make use of location data sent from the Devices where you have provided consent. You can turn off this functionality at any time by turning off the location services settings for the App on the Device or by withdrawing your consent through the App settings. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services, subject to the limitations set out in our Privacy Policy.

1.9 The GetLit App or any Service may contain links to other independent third-party websites (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

1.10 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. GRANT AND SCOPE OF LICENCE

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a limited, non-transferable, non-exclusive licence to use the GetLit App on the Devices, subject to our Terms and Conditions, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

(a) download, install and use the GetLit Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device") strictly in accordance with the Application's documentation.

(b) access, stream, download and use on such Mobile Device the Content and Services (as defined in Section 10.1) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in that section.

3. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as permitted by any local law, you agree:

(a) not to copy the GetLit App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

(b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the GetLit App or Documents;

(c) not to make alterations to, or modifications of, the whole or any part of the GetLit App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the GetLit App or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:

(i) is used only for the purpose of achieving inter-operability of the GetLit App with another software program;

(ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii) is not used to create any software that is substantially similar to the GetLit App;

(e) not to provide or otherwise make available the GetLit App in whole or in part (including object and source code), in any form to any person without prior written consent from us;

(f) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the GetLit App or any Service (Technology); and

(g) not to use the GetLit Application in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments.

4. ACCEPTABLE USE RESTRICTIONS

You must:

(a) not use the GetLit App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;

(b) not infringe our intellectual property rights or those of any third party in relation to your use of the GetLit App or any Service, including the submission of any material to the extent that such use is not licensed by this EULA;

(c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the GetLit App or any Service;

(d) not use the GetLit App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

(e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge and agree that the GetLit Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the GetLit Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. The Company and its licensors and service providers reserves and shall retain its entire right, title and interest in and to the GetLit Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

5.2 You acknowledge and agree that all intellectual property rights in the GetLit App, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed to you, and that you have no rights in, or to, the App, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.3 You acknowledge that you have no right to have access to the GetLit App in source-code form.

6. LIMITATION OF LIABILITY

6.1 You acknowledge that the GetLit App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.

6.2 We supply the GetLit App and Documents for domestic, private and business use. You agree not to use the App and Documents for resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.3 In no event will we be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, or the use of this mobile application or related web sites or any information contained in it, including loss of profit and the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.

6.4 You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the GetLit Application or your breach of this Agreement. Furthermore, you agree that the Company assumes no responsibility for the content you submit or make available through this Application.

6.5 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE GETLIT APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

6.6 THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.7 SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

7. DATA PROTECTION AND PRIVACY

7.1 We are committed to protecting your personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and other applicable data protection laws.

7.2 By using the GetLit App, you consent to the collection, processing, storage and use of your personal information as described in our Privacy Policy, which forms part of this Agreement.

7.3 You have the right to:

- Access your personal information that we hold
- Request correction of any inaccurate personal information
- Request deletion of your personal information, subject to legal obligations
- Withdraw your consent for processing where consent is the basis for processing
- Lodge a complaint with the Information Regulator

7.4 We will only process your personal information for the purposes set out in our Privacy Policy and will not retain your personal information for longer than necessary for those purposes.

7.5 We implement appropriate technical and organisational measures to ensure the security of your personal information.

8. TERMINATION

8.1 We may terminate this EULA immediately by written notice to you:

(a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;

(b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and

(c) if we cease to operate the GetLit App or Services.

8.2 On termination for any reason:

(a) all rights granted to you under this EULA shall cease;

(b) you must immediately cease all activities authorised by this EULA, including your use of any Services;

(c) you must immediately delete or remove the GetLit App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so;

(d) all restrictions imposed on you by our Terms and Conditions and limitations of liability set out in the Terms and Conditions will survive.

9. COMMUNICATION BETWEEN US

9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us at 7, 16th Street, Parkhurst, Johannesburg, South Africa or by email at badger@getlit.co.za. We will confirm receipt of this by contacting you in writing.

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (Event Outside Our Control).

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

(a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

(b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

11. OTHER IMPORTANT TERMS

11.1 Content and Services. The GetLit Application may provide you with access to Company's website located at https://www.getlit.co.za (the "Website") and products and services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted on the Website (collectively, "Content and Services"). Your access to and use of such Content and Services are governed by Website's Terms of Use and Privacy Policy located at https://www.getlit.co.za/terms-and-conditions and https://www.getlit.co.za/privacy-policy, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality.

Any violation of such Terms of Use will also be deemed a violation of this Agreement.

11.2 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

11.3 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

11.4 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.5 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.6 Geographic Restrictions. The Content and Services are based in South Africa and provided for access and use by anyone subject to local laws and restrictions. You acknowledge that you may not be able to access all or some of the Content and Services outside of South Africa and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside South Africa, you are responsible for compliance with local laws.

11.7 Please note that South African law governs this EULA, its subject matter and its formation. You and we both agree that the courts of South Africa will have exclusive jurisdiction.

11.8 ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GETLIT APPLICATION MUST BE COMMENCED WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION ARISES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM PRESCRIBES.

11.9 If any dispute arises in connection with this agreement, the parties will attempt to settle it by correspondence and for business users by mediation. If the dispute remains unresolved after mediation, it shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation.

11.10 This Agreement, our Terms and Conditions and our Privacy Policy constitute the entire agreement between you and the Company with respect to the GetLit Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

11.11 This agreement has been entered into on the date of download of the GetLit Application.

11.12 Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

11.13 Disclaimer of Warranties. THE GETLIT APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE GETLIT APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

11.14 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

12. TERMS APPLICABLE IN THE UNITED STATES OF AMERICA

12.1 The following terms apply IN ADDITION TO THOSE SET OUT ABOVE for users in the United States of America.

12.2 The GetLit Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings including obtaining any necessary export license or other governmental approval, prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

12.3 US Government Rights. The GetLit Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

For questions about this EULA, please contact us at badger@getlit.co.za