

ENCOMPASS



**PERFECT
STRANGERS**



value through innovation

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Terms & Conditions

Please read these Terms and Conditions ("Terms") carefully before using the Encompass application ("App") and its related services. These Terms govern your access to and use of the App. By using the App, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please refrain from using the App.

1. Applicability and Acceptance

These Terms apply to all users of the App. By using the App, you represent that you are at least 13 years old and have the legal capacity to enter into this agreement. If you are using the App on behalf of an organization, you represent that you have the authority to bind the organization to these Terms.

2. Use of the App

2.1 Account Creation

To use certain features of the App, you are required to create an account. You agree to provide accurate, current, and complete information during the registration process and to keep your account information updated.

2.2 User Conduct

You are solely responsible for your conduct while using the App. You agree to use the App in compliance with applicable laws and regulations and to respect the rights and interests of other users. Prohibited conduct includes, but is not limited to:

- Posting or sharing content that is illegal, defamatory, harmful, or infringing upon the rights of others.
- Impersonating another person or entity.
- Engaging in unauthorized access to the App or its systems.
- Interfering with or disrupting the operation of the App.

- Violating any community guidelines or rules established within the App.

2.3 Content Ownership and Licensing

You retain ownership of the content you post or share on the App. By posting or sharing content, you grant us a non-exclusive, worldwide, royalty-free, and transferable license to use, reproduce, distribute, modify, and display your content in connection with the operation and promotion of the App.

3. Intellectual Property

The App and its contents, including but not limited to text, graphics, logos, images, software, and trademarks, are the intellectual property of Encompass or its licensors and are protected by copyright and other intellectual property laws. You agree not to modify, reproduce, distribute, or create derivative works based on the App without our prior written consent.

4. Privacy

Your privacy is important to us. Please review our Privacy Policy to understand how we collect, use, and protect your personal information when you use the App. By using the App, you consent to our collection and use of your information as described in the Privacy Policy.

5. Disclaimer of Warranties

The App is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, whether express, implied, or statutory, regarding the App's operation or availability. We disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

6. Limitation of Liability

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the App.

7. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the App or any violation of these Terms.

8. Modifications and Termination

We reserve the right to modify, suspend, or terminate the App or these Terms at any time without prior notice. We may also impose limitations on certain features or restrict your access to parts or all of the App. Upon termination, your right to use the App will cease.

9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of South Africa, The University of Pretoria, and Epi-Use Labs. Any disputes arising out of or relating to these Terms or the App shall be resolved exclusively through arbitration in accordance with the rules of the University of Pretoria.

10. Entire Agreement

These Terms constitute the entire agreement between you and Encompass regarding the App and supersede all prior agreements and understandings, whether written or oral.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

If you have any questions or concerns about these Terms, please contact us using the information provided in the App.

Perfect Strangers
(Developers of Encompass)
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