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Boyo Lifestyle_ Boyoquiz.com(Agent)_Terms and Rules.

On 25 July 2021.

Welcome to Boyo Lifestyle agent's website! We are **Boyo Lifestyle (pty) Ltd**, and we operate as **Boyoquiz.com**, a private entity in South Africa," the "Company," "we," "our," or "us").

These Terms govern your navigation, access and data you might share with us. By clicking a box or accessing the site you accept or agree to these terms or by using our Service, you are agreeing to the terms below. Please read them carefully. If you do not agree to the Terms, you must stop using our website or Services.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD'S REGISTRATION WITH THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN RESPECT OF THEIR USE OF THE SERVICE.

We reserve the right to modify these terms without notice. Your continued usage of the Site or Service constitutes your acceptance of these terms. Violation of any terms will result in termination of providing our services. Questions about the Terms of Service may be sent to support@boyoquiz.com.

1. ***ACCESS TO SERVICES.***

- (a) **We** do not knowingly collect or solicit personal information from anyone under the age of 16 or knowingly allow such persons to register for our Services. If you are under 16, please do not register for the Services or send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 16 may provide any personal information on the Services. If we learn we have collected personal information from a child under age 16 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 16, please contact us at support@boyoquiz.com.
- (b) **You** represent and warrant to BoyoQuiz.com that: (i) if you are an individual (i.e., not a corporation) you are of legal age to form a binding contract or have your parent's permission to do so, and you are at least 16 years of age or older, or if you are acting on behalf of another entity that you have the authority to manage and access the account of such party, and to bind such party to these Terms; (ii) all registration information you submit is accurate and truthful; and (iii) you will maintain the accuracy of such information. You also certify that you are legally permitted to use and access our Services and take full responsibility for the selection and use of and access to our Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.
- (c) **BoyoQuiz.com** may prohibit any client from using our Services in its sole discretion for any reason, and **We** are not liable for any damage or loss resulting from such prohibition.

2. BASIC TERMS.

(a) You are responsible for using the Services, for any Content you email or upload to the Services, and for any consequences. TO BE CLEAR – WE ASSUME NO LIABILITY FOR THE PHOTOS, VIDEOS OR CONTENT THAT YOU SUBMIT TO THE SERVICE.

(b) You may use our Services only if you can form a contract with us and are not barred from receiving services under the laws of South Africa or other applicable jurisdiction. If you are accepting these Terms and using the Services for a company, organization, government, or other legal entity, you represent and warrant you are authorized to do so. You may use our Services only in compliance with these Terms and all local, state, national, and international laws, rules and regulations.

(c) The Services that we provide are always evolving, and the form and nature of the Services that we provide may change from time to time without prior notice to you. We may stop (permanently or temporarily) providing the Services (or any features within the Services) to you and will be able to provide you with prior notice if you are an active client. We also retain the right to create limits on use and storage at our sole discretion without prior notice to you.

(d) The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for us granting you access to and use of our Services, you agree that We, third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

3. FEES AND PAYMENT.

If you elect to pay for our Services, you shall pay all applicable fees, as described on the Website for such Service(s) chosen by you. The company reserves the right to change its price list and to institute new charges upon notice to you, which may be sent by email or posted on the Website. Using our Services following such notification constitutes your acceptance of any new or increased charges.

4. PRIVACY.

Any information you provide to us is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of our Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to South Africa and/or other countries for storage, processing and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of our Services, which you may not be able to opt-out from receiving.

5. PASSWORD.

You are responsible for safeguarding any password or credentials that you share or being given to you for our Services and for any activities or actions with us. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account, if we propose you one

and with other accounts that you may connect to us. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

6. *CONTENT ON THE SERVICES.*

(a) Subject to the open source licenses described on the Website or any affiliated website, you are granted a limited, nonexclusive, non-sublicensable license to access and use the Service. This license is revocable at any time. This license is subject to these Terms.

(b) You acknowledge that we have no control over, and no duty to take any action regarding the following: (i) which client wants to gain access to our Services; (ii) what Content you access via the Services; (iii) what effect the Content may have on you; (iv) how you may interpret or use the Content; or (v) what actions you may take as a result of having been exposed to the Content. You release the company from all liability for you having acquired or not acquired Content through the Services.

(c) All Content emailed or uploaded by clients is the sole responsibility of the person who originated such Content.

(d) We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content posted or shared via our Services or endorse any opinions expressed via the Services. You understand that by using our Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances, we will be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via our Services or broadcast elsewhere.

(e) We have the right, but not the obligation, to remove Content that it determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, that violates any party's intellectual property, or that is detrimental to the quality or intended spirit of the Service. We also have the right, but not the obligation, to limit or revoke the use privileges of anyone who posts such Content.

Please, if your content is on our platform without your approbation. Contact us by email support@boyquiz.com.

Make sure you have all the evidence attached to your take down notice for us to process it ASAP.

7. PROHIBITED USE.

(a) We reserve the right (but will not have an obligation) to remove or refuse to authorise any Content on the Services and to suspend or terminate a client's activities without liability to you. We reserve the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any investigations of illegal conduct.

(b) You are prohibited from posting Content that:

- i. Impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- ii. Violates the rights of a third party, including copyright, trademark, privacy, and publicity rights;
- iii. Is a direct and specific threat of violence to others;
- iv. Is in furtherance of illegal activities;
- v. Is harassing, hateful, libelous, defamatory, abusive, or constitutes spam;
- vi. Provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organizations(s) designated by the South African government as a foreign terrorist organization, or
- vii. Is pornographic, predatory, sexually graphic, racist, offensive, harmful to a minor, or would otherwise violate the rights of any third party or give rise to civil or criminal liability.

(c) You may not submit or publish with us. Content that contains falsehoods or misrepresentations, solicits funds or services, contains advertising, promotional materials, junk mail, spam, chain letters or any form of solicitation, violates the publicity, privacy or data protection rights of others, impersonates others or include programs that contain viruses or any other programs designed to impair the functionality of any computer. You agree not to circumvent, disable or otherwise interfere with our security related features or features that prevent or restrict using any content.

(d) We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce the Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to client support requests; or (v) protect the rights, property or safety of our clients and the public. We do not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

(e) You may not do any of the following while accessing or using our Services: (i) access, tamper with, or use non-public areas of the Services, our website, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search our Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only under those terms and conditions), unless you have been allowed to do so in a separate agreement with us (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or use our Services to send altered, deceptive or false source-identifying information; (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services; or (vi) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data.

8. USER SUBMISSIONS.

(a) Subject to the license granted below, any Content communicated, emailed, uploaded or posted for our Services belongs to the person who posted such content. You may use any Content given by you in any other way without restriction.

(b) You agree that any feedback, suggestions, ideas, or other information or materials regarding us or the Services that you provide, whether by email or otherwise, are non-confidential and shall become the sole property of Boyo Lifestyle and its agent. We will be entitled to any unrestricted use and dissemination of such feedback for any purpose, commercial or otherwise, without the acknowledgment or compensation to you. You waive any rights you may have to the feedback (including copyrights or moral rights).

(c) The submission of your Content for the Service is entirely voluntary, non-confidential, gratuitous, and non-committal. You acknowledge that you have read, understand, and agree to the terms enumerated below, and you further agree that these terms shall apply to any additional material previously or later submitted:

i. The Content represents your own original work or work that you are legally entitled to use. You have all necessary rights to submit the Content. In doing so, you are not violating the rights of any third party and you know of no other individual or entity whose rights will be infringed upon by using the Content.

ii. You understand that disclosure of Content does not establish a confidential relationship or obligate us to treat your Content (or any related materials) as secret or confidential.

iii. You irrevocably release and forever discharge us and Our affiliates and subsidiaries (together, the "Released Parties") from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall, or may have against the Released Parties or their respecting successors and assigns regarding the Content, including without limitation regarding how we and our affiliates and subsidiaries, directly or indirectly, use the Content, with the sole exception regarding the foregoing release and discharge being your right to bring a claim of patent infringement.

9. COPYRIGHT OWNERSHIP, AND DATA SECURITY.

(a) We own intellectual property rights to any protectable part of our website, including but not limited to the design, artwork, images, code, icons, photographs, functionality, and documentation ("Stamps Content"). You may not copy, reproduce, republish, frame, download, transmit, display, modify, license, sublicense, loan, lease, reverse engineer, or exploit, in whole or in part, any part of the Service owned by us.

(b) The Company is not liable for any damages or losses resulting from our Services posting or rebroadcasting the Content in any way including, but not limited to posting content THROUGH BoyoQuiz.com

(c) We respect the intellectual property of others. It may, in appropriate circumstances and at our discretion, disable and/or terminate a deal with those who repeatedly infringe others' rights. If you believe that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights have been otherwise violated, please provide the following information.

i. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

ii. A description of the copyrighted work or other intellectual property that you claim has been infringed;

iii. A description of where the material that you claim is infringing is located on the site;

iv. Your address, telephone number, and email address;

v. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

vi. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

10. TERMINATION.

(a) This Agreement shall remain in full force and effect while you use our Services. You may terminate using the Services at any time. We may terminate or suspend your access to our Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. We may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement or the Privacy Policy.

(b) Any fees paid are non-refundable. Upon termination of the service you opted for, your right to use the Services or to access any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

11. DISCLAIMERS.

UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WE DO NOT WARRANT THE RESULTS OF THE USE OF THE SERVICE, AND ACCOUNT HOLDER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

12. LIMITATIONS ON LIABILITY.

(a) TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL BOYO LIFESTYLE OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THIS AGREEMENT, EVEN IF THE DAMAGED PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, IN NO EVENT WE WILL OR OUR AFFILIATES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNTS PAID BY YOU TO US HEREUNDER.

13. INDEMNIFICATION.

By agreeing to these Terms, you agree to indemnify, defend, and hold harmless Boyo Lifestyle and its agent, our directors, officers, managing members, shareholders, employees, affiliates, licensors, and suppliers from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) using the Service; (b) any Content you post, email, upload, use, distribute, store, or otherwise transmit through the Service; (c) violating these Terms; or (d) violating the rights of another.

14. SERVICES AVAILABLE “AS-IS.”

(a) Your access to and use of our Services or any Content is at your own risk. You understand and agree that our Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, we DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

(b) We make no warranty and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of our Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of our Services, or any Content; (iii) the deletion of, or failing to store or to transmit, any Content and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from us or through our Services will create any warranty not expressly made herein.

15. INTERNATIONAL CLIENT.

Our Service is hosted in South Africa. If you are a user accessing the Service from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from South Africa laws, please be advised that through your continued use of the Service, which is governed by South Africa law, you are transferring your personal information to South Africa and you consent to that transfer.

17. OTHER WEB SITES AND SERVICES.

We are not responsible for the practices employed by any websites or services linked to or from our Service, including the information or content contained within them. Please remember that when you use a link to go from our Service to another website or service, our Privacy Policy does not apply to those third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link on our website, are subject to that third party's own rules and policies. In addition, you agree that we are not responsible and do not have control over any third-parties that you authorize to access your Content. If you are a third-party website or service and you allow them to access your confidential information, you do so at your own risk.

18. MISCELLANEOUS.

(a) Our failure to enforce or exercise a right provided in these terms is not a waiver of that right.

(b) Should any provision of these terms be found invalid or unenforceable, the remaining terms shall still apply.

(c) Any dispute between you and us will be governed by these Terms and the laws of South Africa, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

(d) This Terms of Service constitutes the entire agreement between you and us and supersedes any and all previous agreements, written or oral, between you and us, including previous versions of the Terms of Service.

(e) We may modify these terms as necessary to reflect updates to the Service, or changes in the law. We will post any such modifications to these terms on this page. If you do not agree with or accept the changes in the terms, you should discontinue your use of our Services.

(f) These Terms create an agreement between Us and you. They create no third-party beneficiary rights.

(g) Waiver of any remedy for a breach of these Terms does not prevent Us from taking action in the future.

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