

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE

1. TERMS OF WEBSITE USE

- These terms of use ("**Terms of Use**"), together with the documents or policies referred to herein, makes provision for the terms and conditions applicable when making use of our website, portal (<http://www.matchmx.com>**Error! Hyperlink reference not valid.**) and social media site, operated by us ("Sites").
- Please read these Terms of Use carefully before making use of our website or social media sites. We recommend that you print a copy of these Terms of Use for future reference.
- If you do not agree to these Terms of Use, we advise that you refrain from making use of our Sites.

Please pay specific attention to the **BOLD** paragraphs of the Terms of Use. These paragraphs limit the risk or liability of INNOLIFE, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify MATCHMX and is an acknowledgement of any fact by you.

2. OTHER APPLICABLE TERMS

- Our **Privacy Policy** will apply where we process personal Information during the use of our Sites or our Services. By using our website, you consent to such processing and you warrant that all personal information provided by you is accurate.
- If you register as a Buyer or Seller to use our Services then take note that our **Terms of Services** read with these Terms of Use will apply..

3. INFORMATION ABOUT US

- **Website:** the website is owned and operated by Match MX (Pty) Limited ("MatchMX", "we", "us", "our").
- **Our contact details:** see our [website](#)
- **Postal and Physical address ("Premises"):** see our [Contact Us](#) page.

4. CHANGES TO THESE TERMS

- We may change these Terms of Use or any other term as referred to under these Terms of Use at any time. The amendments will be applicable when published on our website.
- Please check the Terms of Use from time to time to take notice of any changes made, as they are binding on you. Take note, the Terms of Service will apply to our Services.

5. CHANGES TO OUR WEBSITE

- We may update our website from time to time and may change the Content at any time.
- We may stop publishing our site at any time without notice and will not be responsible for any consequences.
- **Please note:** The Content on our Sites are provided for general information purposes only and may be out of date at any given time. Although we make reasonable efforts to update the information on our Sites, **we make no representations, warranties or guarantees, whether express or implied**, that the Content on our Sites is accurate, complete, free from errors or omissions or up-to-date.

6. ACCESSING OUR SITES

- **Access to our Sites and Platform** is made available free of charge. Where you use any of our Services via the Web App or Mobile Device App, the appropriate fees as presented by MatchMX will apply.
- **Access to our Services** will require you to register with us and to create a Service Account. Only registered users may access and use our Services. Our Services are subject to the applicable Terms of Service. Fees associated with the Services will be presented on our MatchMX App;
- **We do not guarantee** that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.
- **You are responsible for making all arrangements necessary for you to have access to our website**, including, but not limited to, mobile data and the costs associated with it. We do not guarantee that our website, or any portion thereof, will function on any particular hardware or devices. In addition, use of our website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

- You are also responsible for ensuring that all persons who access our website through your Internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

7. YOUR ACCOUNT AND PASSWORD

- To be able to use our Services you need to register as a User. The information we capture will be dealt with as per our Privacy Policy. See our Terms of Services for more terms and conditions in terms of the Services Account ;

8. RIGHTS GRANTED TO YOU

- Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, right to access and use our Sites and Content at any time, solely for your personal, non-commercial use.
- We may revoke this right at any time and for any reason.
- Any rights not expressly granted herein are reserved by us.

9. PROHIBITED USES

You may not use our Sites or Content:

- in any way that breaches any applicable local, national or international law or regulation (including Intellectual Property Laws);
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect (including but not limiting to harassment of third party service providers);
- in any way that encourages any illegal activity, including, but not limited to, promoting or facilitating access to, use of and/or sale of illegal substances, services, information and/or devices;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: Spam);
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, ransomware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software/system or hardware in our website or the Content used by us or any other Users of our website;
- to access, without authority, interfere with, damage or disrupt any part of our website or the equipment or network on which the website is stored; and/or
- in any way to facilitate or assist any third party to do any of the above.

You may further not (unless such right granted under these Terms of Use):

- remove any copyright, trademark or other proprietary notices from any portion of our website or from the Services available;
- reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our website (or any part thereof, including Content);
- decompile, reverse engineer or disassemble our website or any of our Services except as may be permitted by applicable law;
- cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our website or unduly burdening or hindering the operation and/or functionality of any aspect of our website;
- frame our website or any part thereof;
- access or use our website or the Content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content); or
- attempt to gain unauthorised access to or impair any aspect of our website or its related systems of networks.

E-mail addresses, names, telephone numbers and fax numbers published on our website may not be incorporated into any database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no "opt-in"/ permission from us to utilise same.

10. INTELLECTUAL PROPERTY RIGHTS

- Unless otherwise agreed to in writing, we are the owners and/ or rightful licensee of all Intellectual Property rights in and to our Sites, Services and Content and such Intellectual Property that may be created during Your engagement with us.
- Neither these Terms of Use nor your use of the Sites or Services conveys or grants to you any rights in or related to the website or Services, except for the limited license granted above and under the Terms of Services.
- You may copy, and may download extracts, of any page(s) from our Sites for Your personal use and to determine whether You wish to acquire the products or services advertised on our website. You may draw the attention of others to content posted on our Sites or by sharing same via social networks or other means available.
- You must not modify the copies of any materials you have printed off or downloaded from our Sites in any other way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on our Sites must always be acknowledged.
- **Third Party Content:** In addition to our Content, the Sites may contain information and materials provided to us by third parties (collectively, "Third Party Content"). Third Party Content is the copyrighted work of its owner, which expressly retains all right title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to these Terms of Use, Third Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third Party Content.
- **Limited Site Content License:** Except as provided in par 8 above, we grant you the limited, revocable, non-transferable, non-exclusive right to use the Sites and the associated MatchMX Content and Third Party Content (collectively, "Site Content") by displaying the Site Content on your computer, and downloading and printing pages from the Site under the condition that (i) such activity is solely for your personal, education or other non-commercial use, use of our Services or for conclusion of a Sales Agreement, (ii) you do not modify or prepare derivative works from the Site Content, (iii) you do not obscure, alter or remove any notice of copyright set forth on any Site pages or Site Content, (iv) you do not otherwise reproduce, re-distribute or publicly display any of the Site Content and (v) you do not copy any Site Content to any other media or other storage format.
- Neither these Terms of Use nor your use of our Services from us convey or grant to you any rights:
 - in or related to our Sites except for the limited license granted under clause 8 above; or
 - to use or reference in any manner our business names, service names, product names, logos, trademarks, designs or services marks or those of our licensors (registered or un-registered)
- We reserve the right to make improvements or changes to the Intellectual Property on our Site or Services, including that of a user in their profile.
- Any enquiries regarding any of the above relating to intellectual property must be directed to us at info@matchmx.com.

11. LIMITATION OF OUR LIABILITY

- We provide our website to you on an "as-is" and on an "as-available" basis. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied. In addition, we make no representation, guarantee or warranty regarding the timelines, quality, reliability, suitability, or availability of our website or any of our services through the use of our website, or that the use of our website will be uninterrupted or error-free. You agree that it is within your sole discretion to use our website and that the entire risk arising out of your use of our website remains solely with you, to the maximum extent permitted under any applicable law and that you will indemnify us against any claim, demand, damage, costs, loss or liability (incl. Reasonable attorney's fees) related to your use of our site.
- We, our owners, directors (where applicable), employees and brokers shall not be liable for direct, indirect, incidental, special, or consequential damages of any kind whatsoever or howsoever caused arising from the access or use of our website or the purchase of any of our or any third party products or services.
- You agree to indemnify and hold us and our directors, employees, and brokers harmless from any and all claims, demands, losses, liabilities, and expenses (including attorney own client fees), arising out of or in connection with: (i) your breach or violation of any of these terms of use; or (ii) your violation of our rights.
- We will not be liable to you for any default or delay in the performance of our Services to you if and to the extent that such default or delay is caused by any act of god, war or civil disturbance, labour unrest, court order, pandemic or any other circumstance beyond its reasonable control including fluctuations in communications or utility services ("force majeure") and provided we are obviously without fault in causing

such default or delay, and such default or delay could not have been prevented by the us through the use of alternative sources, workaround plans or other means.

- Different limitations and exclusions of liability may apply to liability arising as a result of the supply of Services by us to you, which will be set out in our Terms of Service.
- This clause will survive the termination of this agreement.

12. REPRESENTATIONS AND WARRANTIES

- Where users are allowed to post reviews with reference to our Services, then take note that said reviews or opinions of the users are those of the authors and not us. While we make every reasonable effort to present such content accurately and reliably on the website, we do not endorse, approve or certify such content, nor guarantee the accuracy or completeness of such information on the website or from another user.

13. SECURITY

- Although we are not obliged to provide security on our website, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. We take reasonable security measures to ensure the safety and integrity of our Sites and to exclude viruses, unlawful monitoring and/or access to our website. However, because of the nature of the Internet, we cannot guarantee that Your communications with us via our Sites or Services are completely secure at all times.
- To provide adequate security to all our Users, and to monitor prohibited activities under applicable law, You hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications.
- It is our policy to virus check documents and files before they are uploaded to our website. However, we cannot guarantee that documents or files downloaded from our website will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you agree not to upload or provide, via our website, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our website.

14. LINKING TO OUR Sites

- You may link to our Sites from Your website or other social media page, but only to our homepage, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our Sites in any website that is not owned by you.
- We reserve the right to withdraw linking permission without notice to You.

15. CONTENT AND LINKS IN OUR SITES

- Where our Sites contains links to other websites and resources provided by third parties, these links are provided for Your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to Your use of such third party content. We do not endorse such third party content and in no event shall we be responsible or liable for any Services of such third party providers.
- **Social networks:** You agree that when accessing, using and/ or posting or uploading any content or materials of any kind to our social network pages (including but not limited to Facebook, LinkedIn, Instagram or any other facility (e.g. YouTube) made available by us from time to time), You will"-
 - not use the social network page of communication facility in any improper or unlawful manner or in breach of any legislation or licence that applies to You;
 - not harass others or disclose personal information about others that could amount to harassment;
 - not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;
 - not submit, post or upload files that contain software or other material the intellectual property rights in which are owned by any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;
 - not upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the social network page or any other computer;
 - not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;
 - not promote any activity that is illegal;
 - not use software to harvest information from the social media network page;

- not submit any material which is prohibited by any applicable data protection or privacy legislation;
 - only upload or submit material to the social network page which either You own or which You have the permission of the owner of that material to submit;
 - not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the social media network's Terms of Use and Conditions; or
 - abide to the particular social network's Code of Conduct ([Facebook](#)) and Community Guidelines ([Instagram](#)) or any other similar rules and guidelines made available by the particular social network. You agree that You shall be solely responsible for all content, information or materials of whatever nature or medium that You submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and You warrant and undertake that You own the intellectual property rights in and to all User Content or that You are otherwise entitled to submit the same to the Page. You acknowledge and agree that We may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion is in breach of any of the rules or guidelines made available or in breach of these Terms of Use.
- **Social media is not a medium for conflict resolution or lodging complaints. Complaints should be sent directly to us by sending an email to info@matchmx.com, which will be dealt with as per our Terms of Service.**

16. ADVERTISING AND SPONSORSHIP

- Our Sites may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in our website complies with all applicable laws and regulations
- We, our member, employees, suppliers, partners, affiliates and brokers (as the case may be) accordingly excludes, to the maximum extent permitted by law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material

17. BREACH, SUSPENSION AND TERMINATION

- Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our Sites. When a breach occurs, we may take such action as we deem appropriate.
- We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.
- **All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**
- No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

18. 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 and obligations under these Terms of Use (including those as per our Terms of Services and Privacy Policy) to a successor, purchaser, or separate entity. We will disclose the transfer on the website.

19. APPLICABLE LAW AND JURISDICTION

- Please note that these Terms of Use, its subject matter and its formation, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the Western Cape High Court of South Africa (Cape Town), which shall have exclusive jurisdiction over any dispute that may arise from these Terms of Use.
- Kindly take note that no term, condition and/ or provision of these Terms of Use is intended to limit any right to settle any dispute in terms of any consumer protection laws (to the extent applicable) using the mechanisms provided for herein.

20. ELECTRONIC COMMUNICATION AND CONTACT

- Any Data Messages sent by us to you, shall be deemed to have been sent from the Premises.

- A Data Message is deemed to be **sent**:
 - **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
 - **By you**, at the time when we confirm receipt thereof.
- A Data Message is deemed to be **received**:
 - **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
 - **By you**, once it enters your information system.
- All information incorporated by the use of hyperlinks and/ or other methods of reference shall form part of these Terms of Use.
- **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- **Expression of Intent – use of our website**: For purposes of electronic communications between you and us no electronic signature is required. The mere browsing of our website demonstrates your intent to be a party to this Terms of Use.

21. CONTACT US

- **Website functionality or any other recommendations**: Send us an email at info@matchmx.com.
- **Questions or queries about Services, Products and related services**: info@matchmx.com
- **Complaints (related to our website or Services)**: We kindly request that you contact us first should you have any complaints or any other Service related issues. It is important to us that you are satisfied with our Services. You may use the following email address: info@matchmx.com. Please ask for a reference number if you speak to any of our representatives/ consultants. We will of course reply to your complaint as soon as practically possible, but wish to note that we stand under no legal obligation to resolve such complaint.
- **Legal Documentation or Notices**:
 - Physical address: our **Premises** (clause 3 above);
 - Email: info@matchmx.com (subject: “LEGAL”);
 - Marked for the attention of: **[Managing Director (Legal)]**.
- If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet or that you have supplied to use during creation of your user profile.
- Any notice to you, or us, which is:
 - sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 3 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
 - delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
 - sent by a data message to the addressee shall be deemed to be received as per paragraph 20 above.
- Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

22. DEFINITIONS

- **Content** means any information, content, images, video, audio, data, works of authorship, software and technology which may be displayed on, incorporated into, underlying, or used to operate our website;
- **Data Message**: as defined under the ECT Act;
- **ECT Act**: means the Electronic Communications and Transactions Act 2002;
- **Intellectual Property** means all copyright works (including but not limited to the MatchMX Platform), patents, designs, Content, inventions, trade marks, trade names. Logos, service marks, tables and compilations of data, know-how, confidential information, (including but not limited to concepts, data processing techniques and workflows), registered or unregistered.
- **Products and Services** means the products and services as reflected on our Sites and promoted via other Sites;
- **Services** means our services as reflected on our website and/or promoted via other sites of ours, including the underlying software;
- **Services Agreement**: agreement between the Buyer and Seller for purposes of the Products as may be presented from time to time on the MatchMX Platform;
- **Users** or You mean users of our Sites and Services.