

## Terms and Conditions

hi.guru™

These Terms and Conditions constitute, for the purposes of the Agreement, the conditions of usage and service of the hi.guru™ application; and the agreement between hi.guru™ and the User for the use of the hi.guru™ Platforms and associated Services developed, provided and managed by hi.guru™.

hi.guru™ reserves the right to affect, in its sole discretion, amendments to these Terms and Conditions from time to time. hi.guru™ will inform Users of any amendments on hi.guru™ by one month's notice before the amendment of any term and or condition.

hi.guru™ is operated and owned by Firmobile Ltd. registered in Malta, with the physical address: 73/3 Triq Xandriku Nadur, NDR1079, Malta,

### Definitions:

**Agreement:** means this Agreement, for providing the hi.guru™ Application, hi.guru™ Platforms, and Services to the User, which includes hi.guru™'s:

- Terms of Use
- Privacy Policy;
- Fair Usage Policy;
- Software License Agreement;

and

- any such additional terms and conditions provided for, on the hi.guru™ website.

**Account:** means the registered account held by a user, administrator or agent on the hi.guru™ Platform;

**Content:** means any data including official statistics and or images as provided to, or hosted by the hi.guru™ Application and/or Platform;

**Device:** means the mobile phone, terminal, tablet, laptop or desktop computer or any other electronic, battery or solar operated device used by the User to gain access to the hi.guru™ Platform;

**Service Provider:** means the third-party service provider and its relevant network and infrastructure that provides the User with a connection to a mobile network;

**hi.guru™ Platform:** means all the components, websites, portals, the hi.guru™ mobile app and all other functionalities as provided through and related to the hi.guru™ brand;

**Services:** means any service, downloading and/or activating, and/or using the hi.guru™ services or having access to any hi.guru™ service and or smart device;

*Smart Device*: means any device integrated with the hi.guru™ Platform that can connect, share data and interact with the User;

*User*: means any individual, administrator or merchant that has registered to use the hi.guru™ Platform;

*User Account*: means the registered account associated with a User as held on the hi.guru™ database;

*Google Maps*: means the mapping and location service as provided through Google Maps/Google Earth, allowing a User to view and use a variety of content, including map and terrain data, imagery, business listings, traffic, reviews, and other related information provided by Google, its licensors and users;

## **Interpretation**

The headings of the clauses in this Agreement are for convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify, the terms of this Agreement nor any clause thereof.

*In this Agreement, unless a contrary intention clearly appears:*

(a) words importing:

(i) the male gender includes the female gender;

(ii) the singular includes the plural and vice versa; and

(iii) natural persons include created entities (corporate or non-corporate) and vice versa;

(b) expressions defined in this Agreement shall bear the same meanings in the Annexures (if and or where applicable) to this Agreement unless specifically defined in the Annexures;

(c) where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

(d) any reference to a Party includes a reference to the Party's authorised representatives, employees, agents or contractors;

(e) when any number of days is prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;

(f) where words have been defined in the body of this Agreement, such words shall, unless otherwise required by the context, have the meanings so assigned to them throughout this Agreement;

(g) where any provision contemplates a notice to be given or Agreement to be reached between the Parties, such notice or Agreement shall, unless expressly provided otherwise, be made in writing;

## **Acceptance of Terms**

The User agrees to be bound by these Terms and Use and by agreeing to such the User declares that he or she is legally competent by the law applicable to the User to accept, agree to and or enter into this Agreement.

The User's continued use of hi.guru™ Platform and Services, in the event of an amendment of these Terms and Conditions, will constitute the Users acceptance of and agreement to such amendment. The User will be entitled, if not in agreement with an amendment, to terminate the Account/s with immediate effect.

## **Use of the hi.guru™ Platform and Services**

hi.guru™ grants the User a non-exclusive, non-transferable right to use the hi.guru™ Platform and Services via a mobile device, telephone, terminal and computer and other devices.

The User may not use or utilise any part of the hi.guru™ Platform or its Services in contravention of any applicable Law and or Regulation/s.

## **Third Party**

The use of a hi.guru™ Platform or Service provided by a third party to the User including but not limited to the User's local mobile, Wifi- or internet service provider will, despite any conditions under which the service provider is providing such services to the User, be subject to the Terms and Conditions for the purposes of this Agreement.

## **Intellectual Property Rights**

All copyright, trademarks, patents and other intellectual property rights in any material or content (including without limitation software, data, applications, information, text, photographs, music, sound, videos, graphics, logos, symbols, artwork and any other material or moving images) contained in, or accessible via the hi.guru™ services, is either owned by hi.guru™ or has been licensed to hi.guru™ by the rights owner(s) for use as part of the hi.guru™ services.

## **User Account Information**

The User will provide true, accurate, current and complete information when registering for an account on the hi.guru™ Platform or Services, as well as any additional information provided or any amendments made by the User.

The User is and will remain at all times responsible for all actions, direct, indirect and or incidental to, and or as a result of access to, or use of the hi.guru™ Platform or Services via the User Account independently of whether the access was made by yourself or by a third party. If your Device is stolen or if you become aware of unauthorized use, you are responsible for all charges to your Account. We have the right to change your password and account name at any time in our sole discretion.

## **No Unlawful or Prohibited Use**

The User expressly acknowledges and agree to use any hi.guru™ Platform or Service solely for lawful purposes.

The User may not, without limitation:

- use and or perform any action on or through use of the hi.guru™ Platform or Service for any unlawful purpose;
- intercept or monitor, damage or modify any communication which is not intended for use purposes by the User;
- send any unsolicited commercial communication not permitted by applicable law.
- expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable.

The User further to the above may not use any part of the hi.guru™ Platform or Services in any manner that could damage, disable, overburden, or impair any hi.guru™ server or the network(s) connected to any hi.guru™ server, or interfere with any other party's use.

hi.guru™ has the sole and exclusive right at any time to immediately terminate any service and/or account if hi.guru™ interprets the use as in any way fraudulent; criminal; unethical; offensive to others; misuse; and or in other way deemed by hi.guru™ as prohibited.

## **No Warranties**

hi.guru™ does not make any express warranty regarding the hi.guru™ Platform or Services and disclaim any implied warranty, including any warranty of merchantability, satisfactory quality or fitness for a particular purpose; however, hi.guru™ shall endeavour to provide hi.guru™ Platforms and Services with minimum disruptions.

hi.guru™ cannot and does not guarantee that the hi.guru™ Services will always function without disruptions, delay or other imperfections and hi.guru™ may choose not to provide service to countries or calling areas at its sole discretion.

## **Service Suspension/Interruption**

hi.guru™ is entitled, without any liability, to refuse, restrict, limit, suspend and/or interfere or interrupt the hi.guru™ Platform or Services or any part thereof, without any notice to the User for the repair, improvement, and/or upgrade of the service at any time.

All hi.guru™ Platforms and Services if not indicated otherwise by hi.guru™ are for non-commercial use. All and any commercial use not deemed as consumer usage will lead to immediate termination of Service.

## **Payment & Rates (Subscribed Services Only)**

The User will be liable for payment for the Services and hi.guru™ Platform where applicable according to displayed prices and tariffs on the hi.guru™ mobile application or relevant website. hi.guru™ reserves the right to amend or adapt the rates, fees and any other way to manage and or regulate payments or rates at any time without notice.

If the User does not wish to accept such adjustment of rates, the User will be entitled to terminate the User Account with effect from the date on which the adjustment of rates would become effective.

Unless stated otherwise, all rates and charges listed shall be inclusive of value added taxes (VAT) or any other applicable taxes. hi.guru™ cannot be held responsible in any way for costs that might be charged to the end user from a third party or similar while using any hi.guru™ service.

hi.guru™ does not provide refunds on any credit; fees; or other payments done for the access/use of any hi.guru™ subscribed services. Any payments made to hi.guru™ expire after 12 months if not otherwise communicated by hi.guru™.

## **Limitation of Liability**

hi.guru™ is not and cannot be held liable for:

- any acts or omissions of another Provider, for information provided through the User Device;
- any equipment failure or modifications;
- service outages or for service limitations or interruptions;
- any accidents or incidents which result from the use of the hi.guru™ Platform or any of its Services by the User or any other person;
- any direct, indirect, incidental, punitive or consequential damages including inter alia lost profits, other economic loss, death, injuries to persons or property, any losses due to fraudulent behaviour, misuse of information and other criminal activities that are directly, indirectly or coincidentally associated with any hi.guru™ Platform, Service, representation, offer, product or device, provided directly or indirectly, as part of the package (the hi.guru™ Platform or Services) offered to the User so arising from the use of the hi.guru™ Platform or Services by the User and the User hereby specifically indemnifies hi.guru™ against any claims and or legal actions flowing or resulting from such damages.
- the hi.guru™ Platform utilizes Google Maps for its location services. hi.guru™, therefore, does not guarantee that addresses supplied via the hi.guru™ Platform to the User in any of its features and Services are accurate and cannot be held liable, and the User hereby indemnifies hi.guru™ against any such liability for any direct, indirect and or co-incident damages suffered by the User or another as a result of usage of the addresses or in the event an incorrect address is provided herein.

- We take security and reliability very seriously and do our utmost to make sure our platforms are failsafe, by using best of breed products and adhering to the highest industry practices. However, no system is perfectly secure or reliable; the internet is inherently an insecure medium when you consider all the third parties involved; your internet provider, wireless carrier, devices used etc. When you use the service, you accept these risks and the responsibility for choosing to use a technology that cannot outperform third parties that are used in providing the service.

hi.guru™'s liability and the liability of any underlying Provider for any failure or mistake shall be limited to and in no event or under no circumstance exceed and is limited to the hi.guru™ Services charges during the- or any affected period.

### **Assignment**

- hi.guru™ reserves the right to, and may assign all or part of the Agreement and/or Terms and Conditions, to any other without such assignment being considered a change to the Terms of Conditions and without prior notice of such assignment to the User.
- hi.guru™ in the event of such assignment will be and is released by the User from all liability under this Agreement.
- The User is prohibited from assigning any responsibility and or liability under the Terms and Conditions without our prior written approval.

### **Time and Indulgence**

No latitude, extension of time or other indulgences which may be given or allowed by either Party to any other party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement is binding unless confirmed in writing, and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights, in terms of, or arising from this Agreement, or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or terms hereof.

### **Applicable Law**

This Agreement shall be governed by and be construed in accordance with the laws of the Republic of South Africa, and the Parties hereby agree and submit to the jurisdiction of the South African courts.

### **Non-Variation**

No addition to, or variation of, consensual cancellation or novation of this Agreement and no waiver of any rights arising from this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

### **Severability**

If any provision or term of this Agreement, including this clause, shall be held wholly or partly invalid, illegal or unenforceable for any reason whatsoever, then those clauses, provisions or terms shall be deemed severable from the remaining clauses, provisions or terms of this Agreement and shall in no way affect the validity, legality or enforceability of this Agreement.

The Parties shall meet as soon as possible and negotiate in good faith upon a replacement provision that is legally valid and that achieves as nearly as possible the objective of this Agreement and produces an equivalent effect.

### **Entire Agreement**

These general Terms and Conditions represent the entire Agreement between the User and hi.guru™ and supersede all prior offers, contracts, agreements, and representations. The Terms and Conditions supersede all promises made to you by hi.guru™ client services agents, representatives or employees.

### **Fair Use Policy**

Your hi.guru™ service is subject to a fair usage limit that gives hi.guru™ right to limit or cancel service if usage indicates any misuse of service; differ from average usage and/or reach the fair usage limits as defined in this document or otherwise communicated by hi.guru™.

If not otherwise stated, all hi.guru™ services are subject to hi.guru™'s fair usage policy as described below. Any use of hi.guru™ services is subject to the fair usage policy. hi.guru™ reserves the right to change the fair usage policy at any time. Changes shall become effective immediately if you continue usage after such notification has been given. All such changes will be published on hi.guru™ and in force no later than thirty (30) days after such notification. If you have not deactivated your hi.guru™ service during the 30 days, you have accepted the revised fair usage policy and shall be bound by these terms and conditions. By accepting the hi.guru™ Fair Usage Policy you also accept hi.guru™ Terms and Conditions; End User Software License and Privacy Policy.

In the event that there is, or hi.guru™ suspects that there is, any fraudulent, criminal activities or misuse of any hi.guru™ service in any way, hi.guru™ reserves the right to terminate your subscription with immediate effect without any prior notice, and without any refund. hi.guru™ disclaims any and all responsibilities or liability in relation to content available through any hi.guru™ service or any third-party supplier or partner. As a user of hi.guru™ services, you are solely responsible for all activities while using a hi.guru™ service.