

Terms of Use and Online Privacy Policy

1. **Introduction:** These Terms of Use (incorporating our Privacy Policy) ("**Terms**") govern your access to and use of the services we offer from time to time, including offering an online comparison and aggregation platform ("**Platform**") that allows you ("**Customer**", "**you**" or "**your**") to compare various products and services of third parties in order to conveniently review and select the product or service under review (our "**Services**").
2. **About us:** The Services are provided by LINK LAYER (PTY) LTD ("**LL**", "**we**", "**our**" or "**us**").
3. **Acceptance:** These Terms constitute a legally binding agreement between you and LINK LAYER (PTY) LTD. You agree to these Terms by registering, installing, accessing, or using our Services, apps, features, software, Platform, or website. You represent and warrant that you have the right, authority, and capacity to enter into these Terms. If you do not agree with all of the provisions of these Terms, you must not use our Services.
4. **Term:** These Terms shall commence immediately upon your acceptance (as detailed in clause 3 above) and shall endure indefinitely unless terminated by either of us.
5. **Online Submission:** You must complete an online form in order to use our Services. Please note that these submissions may be provided via third parties who use our services. You must provide accurate information. You are responsible for keeping your device safe and secure, and you must notify us promptly of any unauthorized use or security breach of your details or our Services.
6. **Third Party:** We provide services to you through the delivery of third party services and we merely act as the final service provider. You hereby

consent to the sharing of your information between us and the third party in order to provide you with the Services.

7. **Electronic Communications:** You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages via the Platform or electronic devices. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
8. **Licence:** We grant you a limited, revocable, non-exclusive, non-transferable licence to use the Services and the Platform, subject to your compliance with the Terms.
9. **Use of our Services:** You **agree and understand** that in order to use the Service you are required to provide accurate and complete information. This information will be supplied to **third-party providers** who will use the information to provide you with a quote for their products or services, which will be provided to you in a manner that allows you to make a comparison the products or services on offer. You **agree** to us and/or our third-party providers contacting you and providing you with quotes, advertising and marketing content related to their products/services from time to time. You **undertake** to access and use our Services only for legal, authorised, and acceptable purposes. You **undertake** not to use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of us or anyone else, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications, such as bulk messaging, auto-messaging, auto-dialling, and the like; or (f) in any other way that is not specifically permitted by us in these Terms.
10. **Third-Party Providers:** You **agree and understand** that we are merely an-online comparison and aggregation platform that enables you to obtain quotes from multiple third-party service providers ("**Third-Party Providers**") simultaneously. The actual products/services are provided by the Third-Party Providers. We are not responsible for the products/services provided by the Third-Party Providers and have no

control over their performance in any manner whatsoever. As such, we accept no responsibility for any loss, damage, expense, delay or any other harm ("**Loss**" or "**Losses**") that you or your property may suffer in any manner whatsoever in relation to Services, including but not limited to partial or non-delivery of the products or services; incorrect, incomplete, or delayed products/services being supplied by the Third-Party Provider; any Loss of business or business interruption; or any reputational damage suffered by you for any reason whatsoever. Any use or reliance on any content or materials provided by the Third-Party Providers via email, the Platform, or obtained directly by you is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any information or communications expressed by the Third-Party Providers or otherwise provided via the Platform or direct communication with you. We accept **no liability** for the Third-Party Providers in any manner whatsoever and **you fully indemnify and hold us harmless** for any claims you may have in this regard.

11. **Third-Party Provider Terms:** You **agree** that your purchase of the Third-Party Providers products/services are subject to their own terms and conditions. You undertake that you will comply with all Third-Party Providers terms and conditions that are used in relation to the Services.
12. **Marketing:** You agree and understand that we and certain Third-Party Providers may send marketing material to you from time to time, including special offers and promotions. **You hereby consent** to receiving these marketing materials.
13. **Restrictions:** Only you may access and use our Services yourself and you may not act on behalf anyone else. You may only make a single application for a comparison at a time – multiple requests will not be accepted, and we reserve the right not to perform the Services or terminate your use of the Platform. You agree not to access or attempt to access any part of the Platform, app or any other digital asset by any means other than through the interface provided by us. You may not intercept, monitor, damage or modify any communication of any user of the Platform for any reason whatsoever. You may not do anything that would compromise the security or integrity of the Platform. You will not engage in any activity that interferes with, or disrupts, the Platform or the servers and networks that host these. You may not use data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform. Further, you may not decompile, disassemble or reverse

engineer the Platform or any part thereof. You may not use or access the Platform or the Services in any way that, in our sole discretion, adversely affects the performance or function of the Platform, the Services or the Third-Party Providers or interferes with the ability of authorised parties to access the Platform, the Services or the Third-Party Providers. Any use of automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited in relation to the Platform.

14. **Content:** You are solely responsible for your use of our Services and the content you provide. Content that constitutes hate speech or is otherwise immoral, offensive, defamatory, inflammatory, derogatory or illegal (in our sole and absolute discretion) will be removed from the Platform and we may suspend or terminate your use of the Services. We make **no warranties or representations** with respect to any content provided on the Platform, including any content provided by the Third-Party Providers or content provided by third party marketing activities. We accept **no liability** in any manner whatsoever in relation any content submitted to the Platform from time to time (including pricing and time-estimates) and **you hereby (to the fullest extent possible) indemnify us**, our directors, employees and affiliates **from any and all claims** (including threatened claims) made arising from or otherwise in relation to your use of our Services, the Platform or any such content.
15. **Non circumvention:** You irrevocably agree that you shall not, whether directly or indirectly as an agent, principal, partner, shareholder, advisor, financier or in any other manner circumvent or attempt to circumvent these Terms.
16. **Intellectual Property:** All intellectual property rights (including copyright, moral rights, trademarks, patents or designs) in relation to the Services (“IP”) are owned by us (or are licensed to us) and are therefore protected by both South African and international intellectual property laws. Accordingly, any unauthorised use, copying, reproduction, re-transmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the IP or any part thereof will constitute an infringement of such IP rights.
17. **DISCLAIMER**

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND,

EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM OR THE SERVICES OR THE INFORMATION, CONTENT, MATERIALS AND PRODUCTS/SERVICES INCLUDED THEREIN AS WELL AS IN RELATION TO ANY THIRD-PARTY PROVIDERS. **YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND THE SERVICES ARE AT YOUR SOLE RISK.**

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FAIRNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE PLATFORM, THE SERVERS, OR E-MAILS SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLATFORM OR THE SERVICES IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

18. INDEMNITY AND LIMITATION OF LIABILITY

- 18.1 YOUR USE OF THE PLATFORM AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF. WE DO NOT ACCEPT LIABILITY THAT MAY ARISE IN CONNECTION THEREWITH.**
- 18.2 IN ADDITION TO ANY OTHER INDEMNITIES PROVIDED IN THESE TERMS, YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY US, OUR AFFILIATED COMPANIES, OFFICERS, AGENTS, DIRECTORS AND EMPLOYEES AND AGREE TO HOLD US FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE ARISING OUT OF OR PURSUANT TO YOUR USE OF THE PLATFORM OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS SUFFERED BY ANY PERSON AS A DIRECT OR INDIRECT RESULT OF YOUR USE OF THE PLATFORM OR SERVICES, AND SUCH INDEMNITY SHALL EXTEND TO THE REASONABLE COSTS THAT MAY BE INCURRED BY US IN DEFENDING ANY ACTION (OR THREATENED ACTION) AGAINST US.**

- 18.3 **IN NO EVENT SHALL WE, OUR DIRECTORS, EMPLOYEES, OFFICERS, SERVICE PROVIDERS OR SUBSIDIARIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PLATFORM OR THE SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE).**

19. **LINK LAYER (PTY) LTD Privacy Policy**

- 19.1 **Introduction:** In order to use our Services you must provide us with certain personal information. This privacy policy (the “**Privacy Policy**”) sets out the information disclosed to us and how we will use it.
- 19.2 **Personal information:** We gather the following information about you: (i) Information you give us when you make an online submission, complete an online form and otherwise use the Platform, including your names, address, contact number, email address, location, mobile network provider, frequency of use of the Platform, and related personal information (ii) messages that are sent via the Platform; (iii) information obtained via Cookies; (iv) use of third party payment services; (v) information obtained via the Platform, email, telephone call or other communications with you, including customer support communications; (vi) usage of the Services; and (vii) other information related to your use of the Platform and our Services.
- 19.3 **Purpose:** We use the information you provide us in order to:
- provide the Services to you, which includes providing your personal information to Third-Party Providers for the purpose of providing you quotes for their products/services;
 - facilitate quotes, comparisons, and transactions between you and Third-Party Providers;
 - where the personal information is received from third party websites, we will provide the Services to such third parties for your benefit, which will include the sharing of your personal information between ourselves and such third parties;
 - communicate with you and provide you support services;
 - commercial messaging;

- provide administrative services and customer service related purposes;
- send marketing and promotional content to you directly or via Third-Party Providers;
- promote the Services;
- improve, customise and optimise the Services and the Platform;
- enable us to conduct internal research and statistical analysis;
- monitor your use of the Platform in order to ensure compliance with the Terms;
- administer any customer loyalty benefits from time to time; and
- improve our understanding of the marketplace and how you use our Platform and Services.

19.4 **Storage:** We store your personal information securely on servers located in South Africa. We may also store your personal information in the United Kingdom, European Union, and/or the United States of America.

19.5 **Consent: You hereby consent** to our use and storage of your personal information for the purposes indicated above, including the cross-border transfer of your personal information.

19.6 **Disclosure:** We may disclose your personal information in the following circumstances -

- As provided for in these Terms;
- Where we have your explicit permission;
- As required in relation to court orders, subpoenas, or legal process, or enforceable governmental requests, or to establish or defend against legal claims, or exercise our legal rights;
- Where we believe it is necessary to access, use, preserve or disclose such information to detect, investigate, prevent, or address illegal activities, fraud, security or technical issues, or potential threats to the safety of any person, or violations of the Terms of use, or to protect rights, property, or safety of LINK LAYER (PTY) LTD, the Platform or other users as required or permitted by law.
- We may provide information to our related companies or other trusted businesses or persons who work on behalf or with LINK LAYER (PTY) LTD including our professional advisors, such as our

lawyers or auditors. Where information is disclosed to our related companies, those related companies will use the information in compliance with our Privacy Policy.

- LINK LAYER (PTY) LTD will take reasonable steps to ensure that its contracts with third parties include requirements for those third parties to comply with the requirements of the applicable South African privacy legislation.

We may also disclose aggregate, anonymous log file and usage information in reports to interested third parties to assist those parties in understanding the usage patterns and performance results of certain advertisements, content, services, promotions, or features, or to provide you a better user experience. For example, we may provide aggregate-level reports to an advertising partner for the purpose of showing delivery and performance statistics of a specific advertising campaign. Such information will be de-identified.

19.7 **Security:** We strive to ensure the security of personal information you provide to us by taking reasonable measures to prevent the destruction, unlawful access and loss of personal information. Any compromise of data integrity or confidentiality will be reported to you by via the Platform, email or SMS.

19.8 **Your rights:** You have the right to access, rectify, and erase your information, as well as the right to restrict and object to certain processing of your information. This includes the right to object to our processing of your information for direct marketing. You may exercise these rights by sending us an email to the email address provided below, please note that without certain information we are unable to offer you the Services and may thus terminate these Terms and your use of the Services in such an event and you will have no claim against us.

20. GENERAL (APPLICABLE TO THE TERMS AND PRIVACY POLICY)

20.1 **Notice:** Any notices you wish to send us must be via email to the email address provided below. You agree that any notices (including documents and legal process) we send to you may be sent via the Platform, cell phone number (including SMS) or email . You also agree that electronic communications (including email, SMS and communication via the Platform) shall be considered to be “in writing”.

- 20.2 **Termination:** We may in our sole discretion terminate or suspend the provision of the Services to you and/or restrict your access to the Platform at any time and without reason. We also reserve the right to terminate these Terms (together with your access to, and use of, the Services) should we reasonably believe that you have , or have attempted to, (i) circumvent the Platform or Terms; (ii) do anything that may harm (including bringing into disrepute) us, the Platform, the Services, our intellectual property; (iii) do anything illegal, immoral or unethical; or (iv) breach any term of these Terms. If we do this, you may be prevented from accessing all or parts of the Platform, your account or other content contained therein. We will not be liable to you or any third party for doing so. You may terminate your account by giving written notice to us. We may also mutually terminate these Terms by way of written (including email) agreement between us.
- 20.3 **Place and time of Agreement:** These Terms shall be deemed to have been entered into in Johannesburg at the time of registration of your user account.
- 20.4 **Jurisdiction and Choice of Law:** These Terms will be exclusively governed by and construed in accordance with the laws of South Africa. You consent and submit to the non-exclusive jurisdiction of the High Court of South Africa Gauteng Local Division, Johannesburg in any dispute arising from or in connection with these Terms.
- 20.5 **Severability:** Notwithstanding that any provisions of these Terms be illegal or unenforceable, the remaining provisions of this agreement shall continue to be of full force and effect.
- 20.6 **Whole Agreement:** These Terms continue the entire agreement between us.
- 20.7 **Own risk:** Your use the Platform and the Services is at your own risk, and we make no warranties about it, or anything contained in the Platform.
- 20.8 **Indemnity:** You indemnify and hold us harmless against any liability related to your use of the Platform. Our total liability to you for any and all claims related to the Platform and your use thereof is capped to a

maximum amount of R 100. We will never be responsible for any indirect, special or consequential damages.

- 20.9 **Cession and Assignment:** LINK LAYER (PTY) LTD shall be entitled to cede or assign any of its rights, or delegate any of its obligations in these Terms (or any part thereof) without prior notice or consent.
- 20.10 **Changes:** We may change these Terms from time to time. If we do, any changes will be effective immediately and we will take reasonable steps to let you know about any changes, either by a notice on the Platform or by sending you an SMS, email or via the Platform. If you keep using the Services after a change, that means you accept the new terms.
- 20.11 **Electronic Communications:** When you visit the Platform or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically, which will allow us to communicate with you via e-mail or by posting notices on the Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any and all legal requirement that such communications be in writing.
- 20.12 **Compliance with Laws:** It is your sole responsibility to ensure that you comply with all applicable laws and regulations in relation to the Packages and the transportation thereof, including, if necessary any import/export taxes as well as South African Reserve Bank approvals.
- 20.13 **Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002:**

Full name: LINK LAYER (PTY) LTD

Physical address and address for receipt of service: Unit 5, Oryx Park, Imbonini Park, 14 Hawk Road, Shaka's Head, Ballito, 4420

website address: <https://www.linklayer.co.za/>

Email address: info@linklayer.co.za