

NO CHILL

TERMS AND CONDITIONS & PRIVACY POLICY FOR INFLUENCE USERS AND ALL USES.

1. By accessing our app, Nochill, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing Nochill. The materials contained in Nochill are protected by applicable copyright and trademark law.

This App can be accessed at <http://www.Nochill.co.za>, related mobi-sites, google play, Apple Store and the software applications (the "App") and is owned and operated by **Nochill (Pty) Ltd** (Registration number: K2016507839, a company duly incorporated under the laws of the Republic of South Africa, having its registered address at 105 Middle road, Brentwood Park, Bel Aire place, Kempton Park, 1619 (hereinafter referred to as "Nochill").

2.

Agreement. These App Terms

and Conditions ("Terms and Conditions") govern the relationship between Nochill and yourself, in terms of which you apply to be appointed as an influencer.

These Terms and Conditions are binding and enforceable against every person that accesses or uses this App ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user", "influencer"). By using the App and by clicking on the "Register Now" button on the App, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

3.

Important Notice.

Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Nochill to explain it to you before you accept the Terms and Conditions or continue using the App. Nochill permits the use of this App subject to the Terms and Conditions. By using this App in any way, you shall be deemed

to have accepted all the Terms and Conditions unconditionally. You must not use this App if you do not agree to the Terms and Conditions.

4.

Registration and use of the

App. Only registered users may apply to be influencers on the App. To register as a user, you must provide a unique username and password and provide certain information and personal details to Nochill. You will need to use your unique username and password to access the App. You agree and warrant that your username and password shall: be used for personal use only; and not be disclosed by you to any third party. For security purposes you agree to enter the correct username and password whenever using the App, failing which you will be denied access. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be bound to these Terms and Conditions. You agree to notify Nochill immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

5.

Age. By using the App you

warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the App only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

6.

Behaviour. You may not use the

App to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful. You may not in any way display, publish, copy, print, post or otherwise use the App and/or the information contained therein without the express prior written consent of an authorised Nochill representative.

7.

Appointment. If appointed

Nochill would like the Influencer's assistance in promoting/offering/selling Nochill's or one of Nochill's customers' products via the Influencer's social media accounts. On acceptance of your application Nochill appoints the Influencer as a service provider on a non-exclusive, non-employee basis to endorse and promote the relevant services as outlined in detail in the attached Schedule of Services (hereinafter the "Services"), to the target audience.

8.

Deliverables. The Influencer

will deliver the agreed number of posts on the agreed platforms on behalf of Nochill according to the Services. The Services shall conform to the specifications and instructions of Nochill as outlined in detail in the attached Schedule, abide by the terms of use of the relevant social media platforms, and are subject to Nochill's acceptance and approval.

9.

Breach. In the event that the

Influencer has breached this Agreement, then without prejudice to Nochill's other legal remedies, Nochill may (i) immediately suspend, limit or terminate the Influencer's access to their Nochill account and/or (ii) instruct the Influencer to cease all promotional activities or make clarifying statements, and the Influencer shall immediately comply.

10.

Collateral Details. Nochill

shall provide the necessary content and briefing materials to enable the Influencer to perform the influencer marketing Services. If the Influencer has appointed employees or agents (the "Influencer Personnel"), the Influencer shall be solely responsible for all costs associated with the Influencer Personnel.

11.

Items to Avoid in Influencer

Posts: The Influencer agrees not to mention any competitors of both Nochill and the Advertiser stipulated in the attached Schedule of Services. The Influencer agrees to abide by all guidelines set by Nochill. All blog posts, social media statuses, tweets, and/or comments should be in good taste and free of inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.

12.

Approval, Content Origination

and Licensing. The Influencer understands that all promotions and products promoted as part of this Agreement are controlled by Nochill or the Advertiser, as stipulated in the attached Schedule of Services. The Influencer assumes all responsibility for verifying that the campaign materials used meet Nochill's approval. The influencer further grants, and Nochill shall have, the perpetual and universal right to all intellectual property, including copyright, of all works produced or created by the Influencer during and for the purpose of the campaign and Services.

13.

Confidentiality and

Exclusivity. During the course of the Influencer's performance of Services for Nochill, the Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to Nochill and customers

of Nochill. The Influencer acknowledges and agrees that such information is an asset of Nochill or its clients, and is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of Nochill and its clients, must be kept strictly confidential and used only in the performance of the Influencer's Services under this Agreement. The Influencer agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of Nochill or as otherwise directed by Nochill in the course of the Influencer's performance of Services under this Agreement, and thereafter only with the written permission of Nochill. Upon termination of this Agreement or upon the request of Nochill, the Influencer will return to Nochill all of the confidential information, and all copies or reproductions thereof, which are in Influencer's possession or control. The Influencer agrees that during the tenure of this contract, and for a three-month term afterward, the Influencer will not undertake influencer marketing work for a competitor in the same vertical as the Advertiser stipulated in the attached Schedule of Services.

14.

Privacy Notice. Whilst

we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence. If you disclose your personal information to a third party, such as an entity which operates a

App linked to this App or anyone other than Nochill, Nochill SHALL NOT BE

LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT

OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do

not regulate or control how that third party uses your personal information.

You should always ensure that you read the privacy policy of any third party.

The use of the App is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the App or reliance on any information on the App. You have the option of entering into an off-line version of this agreement.

15.

Compensation. In full consideration of the Influencer's performance, his/her obligations and the rights granted herein, the Influencer shall be paid the amount stipulated in the campaign brief which will be completed with your appointment. This includes any agreed bonus incentives should the Influencer meet the agreed targets. The Influencer will otherwise perform the services at his/her own expense and use his/her own resources and equipment. The Influencer acknowledges that the agreed upon compensation represents the Influencer's entire compensation with respect to this Agreement and Nochill shall have no other obligation for any other compensation to or expenses or costs incurred by the Influencer in connection with the performance of its obligations under this Agreement.

16.

Material disclosures and compliance with regulatory guidelines. When publishing posts/statuses about the Advertiser's products or services, the Influencer must clearly disclose his/her "material connection" with the Advertiser stipulated in the attached Schedule of Services, including the fact that the Influencer was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that the Influencer makes about the Advertiser or the Advertiser's products or services. Please note that this disclosure is required regardless of any space limitations of the medium (e.g.

Twitter), where the disclosure can be made via Hashtags, e.g. #sponsored. The Influencer's statements should always reflect the Influencer's honest and truthful opinions and actual experiences. The Influencer should only make factual statements about the Advertiser or Advertiser's products which the Influencer knows for certain are true and can be verified.

17.

Force Majeure. If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

18.

Independent Contractor. The Influencer is retained as an independent contractor of Nochill. The Influencer acknowledges and agrees that (i) the Influencer is solely responsible for the manner and form by which the Influencer performs under this Agreement, and (ii) The Influencer is a self-employed individual, who performs services similar to the services outlined in the attached Schedule of Services for various entities and individuals other than Nochill. The Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of the Influencer's performance of services, and neither the Influencer nor any of the Influencer's Personnel or independent clients shall be entitled to participate in any employee benefit plans of Nochill.

19.

General. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter thereof and supersedes all previous agreements, negotiations, representations and correspondence. No variation of this Agreement shall be of any force or effect, unless it is recorded in writing and signed by both

parties. Influencer shall not be entitled to cede his/her rights and/or delegate his/her obligations under this Agreement without the prior written consent of Nochill. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement. Nothing contained herein shall be deemed to constitute one party, the agent of the other for any purpose. This Agreement is governed by the Law of South Africa and the parties consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).

Nochill Customer Agreement

This Nochill Customer Agreement (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between **Nochill Ltd.**, (“**Nochill**,” “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**you**”). This Agreement takes effect when you either (a) sign-up; (b) sign in; (c) click an “I Accept” button or check box presented with these terms; or (d) if earlier, when you use any of the Service Offerings (the “**Effective Date**”). You represent to us that you are lawfully able to enter into this Agreement (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.

- You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all rules, and regulations applicable to your use of the Service Offerings.
- **Capability and Availability.** We contract to provide you with a Service Offering that enable you to manage your campaign and offer influencer marketing campaigns. In the event that you elect to use a free version of the Service Offerings, you acknowledge that you may have limited access to certain portions of the Service Offerings, as shall be determined by Nochill.
- **Your Account.** You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You may terminate your account and this Agreement at any time in accordance with Section 7.
- **Free and Paid use.** *Freemium use:* Subject to your compliance with the terms and conditions of this agreement, you may use the Service Offerings free of charge from

the date you have created an account: (a) for a period as determined from time to time by Nochill or (b) under certain limitations as defined from time to time by Nochill. *Paid use.* Subject to your compliance with the terms and conditions of this agreement and payment of the applicable fees, you may enable and use this Service Offering in support of your internal business operations (unless the Service Offering is provided to an agency), in the quantities and use levels described in this Agreement

- **Support to You.** We shall provide periodic bug fixes and maintenance releases, and technical support via email (as provided to us by you, and as may be changed by you from time to time), on a basis of reasonable effort, as provided in and subject to the terms set forth in our SLA (the “SLA”) available per request to info@Nochill.co.za and may be amended by us from time to time.
- **Planned Downtime.** We may occasionally bring down part or all of its system for maintenance purposes. We will make commercially reasonable effort to inform you in advance of such planned downtime.
- **To the Service Offerings.** We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

2. Security and Data Privacy.

- **Nochill Security.** Our Service Offerings use commercially reasonable security measures to ensure that only authorized users can approach Your Content. Without derogation of Sections 10, 11 and your obligations under Section 2 below, we shall implement reasonable and appropriate measures designed to help you secure Your Content while using our Service Offerings.
- **Personal Information.** Our Service Offerings shall have access and shall store and analyze your campaigns to review and improve the accuracy of your influencer campaigns. We shall use such non personally identifiable data to generate anonymous big-data analysis without exposing your information, campaigns or campaign analysis. For technical support purposes only, we have access to your data in read-only mode. We may request full access to Your Content with your permission from time to time. By entering this Agreement, you consent to our collection, use and disclosure of information associated with our Service Offerings, and to the processing of Your Content in, and the transfer of your content into our Service Offerings. We will use your personal information only for identified purposes, and protect your personal information in a manner that is consistent with our current privacy policy as shall be amended from time to time.

3. Your Responsibilities

- **Your Content.** You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:
 - the technical operation of Your Content;
 - compliance of Your Content with the law;
 - any claims relating to Your Content; and
 - properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violates such person’s rights, including notices pursuant to the Digital Millennium Copyright Act.
- **Other Security and Backup.** You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate periodic backup of Your Content.
- **End User Violations.** You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your

Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to Your Content and the Service Offerings.

4. Fees and Payment

- **Service Fees.** To the extent applicable, we calculate and bill fees and charges monthly or annually based on the selected payment plan (unless we have a separate agreement with you which states otherwise). You will pay us the applicable fees and charges for use of the Service Offerings as described on the Nochill Site or in a separate price list we have provided you, using one of the payment methods we support. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the Nochill Site unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services by giving you at least 30 days' advance notice.
- **Non-Circumvention.** You hereby agree not to circumvent, avoid, bypass or obviate Nochill to avoid payment or fees or any other form of compensation to Nochill in connection with the Service Offerings. You shall not contact, pay, or otherwise communicate with any influencer which has become known to you through use of the Service Offerings.
- All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. You will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required.

5. Temporary Suspension

- We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:
 - your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) may adversely impact the Service Offerings or the systems or Content of any other Nochill customer, or (iii) may subject us, our affiliates, or any third party to liability;
 - you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 15 days; or
 - you have ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
- **Effect of Suspension.** If we suspend your right to access or use any portion or all of the Service Offerings:
 - you remain responsible for all fees and charges you have incurred through the date of suspension;
 - you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access, and fees and charges for in-process tasks completed after the date of suspension;

- we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.
- Our right to suspend your or any End User's right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 2.

6. Term; Termination

- The term of this Agreement will commence on the Effective Date and will remain in effect according to the selected plan.
 - For the term as set forth in the selected plan, and shall renew automatically for terms, unless terminated by you upon written notice provided at least thirty (30) days prior to the end of the then current term (initial and renewal terms, together, the "Term") unless terminated by you or us in accordance with Section 7.2.;
 - Extension of any additional services within the selected term (like adding users, queries, features, etc.) shall be provided for the same term as the current Service Offerings are being provided.
 - Termination for Convenience. You may terminate this Agreement for any reason by (i) providing us prior written notice and (ii) closing your account for all Service Offerings for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you 30 days advance notice.
 - Termination for Cause.
 - By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.
 - By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you or any End User results in a suspension described in Section 6.1, (B) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, (C) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (D) in order to comply with the law or requests of governmental entities, or (E) if we determine use of the Service Offerings by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason.
 - **Effect of Termination.**
 - Upon any termination of this Agreement:
 - all your rights under this Agreement immediately terminate;
 - you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination, however, you shall not be entitled to refund for any annual fees already paid;
 - you will immediately return or, if instructed by us, destroy all Nochill Content in your possession; and

- Sections 1, 5.2, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.
- Post-Termination Assistance. Unless we terminate your use of the Service Offerings pursuant to Section 2.2, during the 30 days following termination:
 - Note that unless you instruct us otherwise we shall erase Your Content within 12 months as of the termination;
 - you may retrieve Your Content from the Services only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and
 - we will provide you with the same post-termination data retrieval assistance that we generally make available to all customers.

Any additional post-termination assistance from us is subject to mutual agreement by you and us.

7. Abusive behavior

- NoChill App Rules: You may not engage in the targeted harassment of someone, or incite other people to do so. We consider abusive behavior an attempt to harass, intimidate, or silence someone else's voice.
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- Rationale
- On NoChill app, you should feel safe expressing your unique point of view. We believe in freedom of expression and open dialogue, but that means little as an underlying philosophy if voices are silenced because people are afraid to speak up.
- In order to facilitate healthy dialogue on the platform, and empower individuals to express diverse opinions and beliefs, we prohibit behavior that harasses or intimidates, or is otherwise intended to shame or degrade others. In addition to posing risks to people's safety, abusive behavior may also lead to physical and emotional hardship for those affected.
- Learn more about our approach to policy development and our enforcement philosophy.
- When this applies
- Some content's may seem to be abusive when viewed in isolation, but may not be when viewed in the context of a larger conversation. When we review this type of content, it may not be clear whether it is intended to harass an individual, or if it is part of a consensual conversation. To help our teams understand the context of a conversation, we may need to hear directly from the person being targeted, to ensure that we have the information needed prior to taking any enforcement action.
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- We will review and take action against reports of accounts targeting an individual or group of people with any of the following behavior within influencer posts or Direct Messages. For behavior targeting people based on their race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease, this may be in violation of our hateful conduct policy.
- Wishing or hoping serious harm on a person or group of people

- We do not tolerate content that wishes, hopes or expresses a desire for death, serious bodily harm or fatal disease against an individual or group of people. This includes, but is not limited to:
 - Hoping that someone dies as a result of a serious disease e.g., “I hope you get cancer and die.”
 - Wishing for someone to fall victim to a serious accident e.g., “I wish that you would get run over by a car next time you run your mouth.”
 - Saying that a group of individuals deserves serious physical injury e.g., “If this group of protesters don’t shut up, they deserve to be shot.”
 - Unwanted sexual advances
 - sending someone unsolicited and/or unwanted adult media, including images, videos, and GIFs;
 - unwanted sexual discussion of someone’s body;
 - solicitation of sexual acts; and
 - any other content that otherwise sexualizes an individual without their consent.
 - Using aggressive insults with the purpose of harassing or intimidating others
 - We take action against excessively aggressive insults that target an individual, including content that contains slurs or similar language. Please also note that while some individuals may find certain terms to be offensive, we will not act against every instance where insulting terms are used.
 - Encouraging or calling for others to harass an individual or group of people
 - We prohibit behavior that encourages others to harass or target specific individuals or groups with abusive behavior. This includes, but is not limited to; calls to target people with abuse or harassment online and behavior that urges offline action such as physical harassment.
 - We review both first-person and bystander reports of such content.
 - Consequences
 - When determining the penalty for violating this policy, we consider a number of factors including, but not limited to, the severity of the violation and an individual’s previous record of rule violations.
 - For example, we may ask someone to remove the violating content and serve a period of time in read-only mode before they can Tweet again. Subsequent violations will lead to longer read-only periods and may eventually result in permanent suspension. If an account is engaging primarily in abusive behavior, we may permanently suspend the account upon initial review.

8. Twitter API, Instagram API, Youtube API

NoChill uses Twitter API, Instagram API and Youtube API to access user following count to present it within the app under influencers Hub Section and only render such request for users who registered within the <https://nochill.co.za> website and have agreed to give Nochill permission to access such information.

9. Content Creator's Use of the Services and the Marketplace.

Linking Accounts.

The Services provide Content Creator with the option to link its social media accounts with its Content Creator Account. By linking its Content Creator Account with Content Creator's social media accounts, Content Creator acknowledges, warrants and undertakes that (i) Content

Creator's social media accounts are not governed by these TOU, but are governed by each social media site's own terms of use, privacy policies, and/or other policies ("**Third Party Policies**"); (ii) Content Creator will review and comply with such Third Party Policies, and, amongst others, make sure that each such link is in compliance with the respective Third Party Policies; and (iii) NoChill shall not be liable in any way for any non-compliance or violation by Content Creator of any Third Party Policies and/or applicable law.

Content Creator Follower Analysis.

In case NoChill provides Content Creator with a Content Creator Follower Analysis, at its sole discretion, Content Creator shall acknowledge that: (i) NoChill may decide, at its sole discretion, which of the User's social accounts to take into account for the Content Creator Follower Analysis; (ii) NoChill shall not be responsible for the compliance of the Content Creator Follower Analysis with any Third Party Policies and/or applicable law; and (iii) NoChill shall not be liable in any way for and any costs and/or damages which arise in connection with Content Creators (or any third party's) reliance and/or use of the Content Creator Follower Analysis.

10. Proprietary Rights

- **Your Content.**As between you and us, you or your licensors own all right, title, and interest in and to Your Content. Except as provided in this Section 8, we obtain no rights under this Agreement from you or your licensors to Your Content, including any related intellectual property rights. Notwithstanding the foregoing, you grant us the rights to display Your Content on the NoChill site, unless you request otherwise in writing to info@Nochill.co.za. **Adequate Rights.** You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Your Submissions; (b) you have all rights in Your Content and Your Submissions necessary to grant the rights contemplated by this Agreement.
- **Service Offerings License.**As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term: (i) access and use the Services solely in accordance with this Agreement; and (ii) copy and use the Service Offerings solely in connection with your permitted use of the Services. Except as provided in this Section 3, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights.
- **License Restrictions.**Neither you nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may, or may attempt to: (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings (except to the extent software included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, or (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you

do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used. You may only use the Nochill Marks in accordance with the prior written consent and guidelines of Nochill.

- If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.
- You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your Nochill account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Content, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between you and any End User.
- We will promptly notify you of any claim subject to Section 9.1, but our failure to promptly notify you will only affect your obligations under Section 9.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement.
- Permission is granted to temporarily download one copy of Nochill per device for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - modify or copy the materials;
 - use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - attempt to decompile or reverse engineer any software contained in Nochill;
 - remove any copyright or other proprietary notations from the materials; or
 - transfer the materials to another person or "mirror" the materials on any other server.
- This license shall automatically terminate if you violate any of these restrictions and may be terminated by Nochill at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

11. THE SERVICE OFFERINGS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT

ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

12. Limitations of Liability.

EITHER PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA; OR (E) ANY ACT OR OMISSION OF A THIRD PARTY INCLUDING BUT NOT LIMITED TO SOCIAL INFLUENCERS.

WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, IN ANY CASE, EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

13. Modifications to the Agreement.

We may modify this Agreement (including any Policies) at any time by posting a revised version on the Nochill Site or by otherwise notifying you in accordance with Section 13.6. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Nochill Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

- **Confidentiality and Publicity.** The Receiving Party (as defined in section 14 below) will not use or disclose Confidential Information of the Disclosing Party (as defined in section 14 below) during the Term or at any time during the 5 year period following the end of the Term, except as expressly permitted hereunder. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of the Service Offerings without the other party's consent. Neither party will misrepresent or embellish the relationship between the parties (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between the parties or any other person or entity except as expressly permitted by this Agreement.
- **Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- **Independent Contractors; Non-Exclusive Rights.** We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right to: (a) develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party; and (b) assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
- **No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
 - **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on the Nochill Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Nochill Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
 - **To Us.** To give us notice under this Agreement, you must contact Nochill as follows: by both email and one of the following: (i) personal delivery, (ii) courier; or (iii) registered or certified mail to Nochill Ltd., 27 Carlebach St., Tel Aviv, Israel. We may update the address for notices to us by posting a notice on the Nochill Site. Notices provided by personal delivery will be effective immediately. Notices provided by courier or registered or certified mail will be effective five business days after they are sent.
 - **Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.
- You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

- **No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
 - If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.
 - **Governing Law; Venue.** This Agreement is made subject to and shall be construed under the laws of the State of Israel, and any dispute or claim with respect thereto shall be submitted to the competent courts in Tel-Aviv, Israel, which shall have sole and exclusive jurisdiction in such matter, to exclusion of the jurisdiction of all other courts. You consent to exclusive jurisdiction and venue in those courts. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
 - **Entire Agreement; English Language.** This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 3 of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
- **“Confidential Information”** means all nonpublic information disclosed by either party (**“Disclosing Party”**), its affiliates, business partners or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to Disclosing Party or its affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that Disclosing Party is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between the parties or their affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to receiving party (**“Receiving Party”**) at the time of its receipt from Disclosing Party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by Receiving Party without reference to the Confidential Information. Nochill reserves the patent for all features in the App such as the NOCHILGAIN

feature and their intellectual property Rights exclusively. And you as the user shall not copy no re-use such features for your own or others personal benefits without Nochill's Consent.

- **“Nochill Marks”** means any trademarks, service marks, service or trade names, logos, and other designations of Nochill and its affiliates that we may make available to you in connection with this Agreement.
- **“Nochill Content”** means Content we or any of its affiliates make available in connection with the Services or on the Nochill Site to allow access to and use of the Services; Documentation; sample code; software libraries; command line tools; and other related technology. Nochill Content does not include the Services.
- **“Nochill Site”** means Nochill.co.za and any successor or related site designated by us.
- **“Content”** means software (including machine images), data, text, audio, video, images or other content.
- **“Documentation”** means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services as such documentation may be updated by us from time to time.
- **“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own Nochill account, rather than your account.
- **“Policies”** means all restrictions described in the Nochill Content and on the Nochill Site, and any other policy or terms referenced in or incorporated into this Agreement.
- **“Service”** means each of the web services made available by us or our affiliates,.
- **“Service Offerings”** means the Services (including associated APIs), the Nochill Content, the Nochill Marks, the Nochill Site & App, and any other product or service provided by us under this Agreement. Service Offerings do not include Third Party Content.
- **“Suggestions”** means all suggested improvements to the Service Offerings that you provide to us.
- **“Term”** means the term of this Agreement described in Section 7.1.
- **“Terms of Use”** means the terms of use we provide in writing, as they may be updated by us from time to time.
- **“Third Party Content”** means Content made available to you by any third party on the Nochill Site or in conjunction with the Services.
- **“Your Content”** means Content you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

- **“Your Submissions”** means Content that you post or otherwise submit to developer forums, sample code repositories, public data repositories, or similar community-focused areas of the Nochill Site or the Services.

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