

## **MYLIFEBOX: App and website terms of use agreement**

### **1. Terms of Use**

These Terms ("Terms") govern your ("User") use of the MYLIFEBOX (PTY) LTD ("Provider" also referred to as "Supplier") MYLIFEBOX app ("App") and the website located at the domain name [www.mylifebox.co.za](http://www.mylifebox.co.za) ("Website"). By accessing and using the App and Website, the User agrees to be bound by the Terms set out in this legal notice. If the User does not wish to be bound by these Terms, the User may not access, display, use, download, or otherwise copy or distribute Content obtained from the App or Website.

### **2. Updating of these Terms**

Provider may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted to the App and Website. Provider will notify the User of the changes via email or by posting a prominent notice on the App and Website. The User's continued use of this App and Website following the posting of changes or updates will be considered notice of the User's acceptance of these Terms, including any changes or updates.

### **3. Supplier of goods or services details**

In accordance with the disclosure requirements of relevant consumer legislation the supplier of goods or services offered for sale, hire or exchange by way of an electronic transaction, makes the following information available to consumers:

#### **3.1. Supplier is:**

MYLIFEBOX (PTY) LTD ("Supplier"),

A private limited company duly registered and existing under the laws of South Africa registration number: 2016/406605/07 without a VAT registration number.

3.2. The main business of Supplier is providing a digital online documentation safe to archive User's personal documents

3.3. Supplier's website is [www.mylifebox.co.za](http://www.mylifebox.co.za) and its email address is [info@mylifebox.co.za](mailto:info@mylifebox.co.za);

### **4. Goods or Services:**

4.1. The goods and services constitute the App and Website, which facilitates the storage of User's personal documents in a secure online space. Users are able to access personal documentation from any device that is connected to the Internet.

4.2. The Supplier is unable to access any of the aforementioned personal documentation. Furthermore, the Supplier is unable to access User information such as User's email address, username and password.

4.3. The Supplier has the right to terminate a User's account for any reason that it deems reasonable.

4.4. The goods and services do not include authentication of documents.

### **5. Terms of download**

5.1. The App is made available as a free download on the following platforms:

5.1.1. The Google PlayStore: Yes

5.1.2. The iTunes Store: No

5.2. Goods and services offered through the App and Website by Supplier are strictly on an "as is" basis.

5.3. The goods and services offered through the App and the Website are made available to the User on the following pricing models:

5.3.1. The "Basic Service" provides Users with 1MB of storage space and is free;

5.3.2. The "Standard Service" provides Users with 1GB of storage space and costs ZAR 100 per year payable in advance; and

5.3.3. The "Premium Service" provides Users with 5GB of storage space and costs ZAR 450 per year

payable in advance.

(Collectively referred to as the "Service Models")

- 5.4. The Service Models and related pricing may be altered at any time.
- 5.5. User can create an account by providing an email address and password either within the App or the Website. The User may then choose the relevant Service Model. The account will then be activated and the goods and services will be made available.
- 5.6. Downloaded files cannot be returned. In case of defect, User must notify Supplier within 24 hours of becoming aware of defect by email to [info@mylifebox.co.za](mailto:info@mylifebox.co.za).
- 5.7. There is no cooling-off period for any transactions made as Users may test the service first by making use of the Basic Service.

## **6. Payment**

Payment is to be made via the relevant mobile application store (currently only the Google Play Store)

## **7. Complaints and disputes**

Provider provides Users the opportunity to file complaints via the "Contact us" service of the Website. Currently Supplier does not subscribe to any alternative dispute resolution codes or mechanisms.

## **8. Copyright and Intellectual Property Rights**

- 8.1. Provider provides certain information on the App and Website. Content displayed on the App and Website is provided by Provider, its affiliates or subsidiary, or any other third party owners of the content ("Content"). All the proprietary works, and the compilation of the proprietary works, belong to the Provider, its affiliates or subsidiary, or any third party owners of the rights ("Owners"), and the Content is protected by South African and international copyright laws.
- 8.2. The Providers may make any changes to the App and Website, the Content, or to products or services offered through the App and Website at any times and without notice to the User. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms, the User is not granted a license or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

## **9. Limited License to General Users**

- 9.1. Provider grants the User, a non-exclusive, non-transferable, limited and revocable (reversible) right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- 9.2. This App and Website and the Content may not be reproduced or otherwise exploited for any commercial purpose without the express prior written consent of Provider.
- 9.3. The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative (copied or derived) use of this App or Website or the Content for the benefit of another merchant. The User may not frame the App or Website or the Content without the express written consent of Provider.
- 9.4. Provider and the Owners do not offer products or services to minors. If you are under the age of 18, you may not act upon any offers on the App or Website.
- 9.5. Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
- 9.6. Any unauthorised use terminates this license.

## **10. Limited License to Registered Users**

- 10.1. Provider allows and processes the registration of certain corporate users ("Registered User") at the App and Website. If you believe that you are entitled to registration, please contact info@mylifebox.co.za.
- 10.2. Subject to these Terms, a non-exclusive, non-transferable, limited and revocable right is granted to Registered Users to access, display, use, download and otherwise copy the current and future Content for the purposes agreed to by the Registered User and Provider in their respective agreements.
- 10.3. This App and Website and the Content may only be:
  - 10.3.1. duplicated,
  - 10.3.2. copied;
  - 10.3.3. resold;
  - 10.3.4. visited; or
  - 10.3.5. otherwise exploited,for the specific purposes set out in this agreement.
- 10.4. The license does not allow the Registered User to collect product or service listings, descriptions or other information displayed here. It also does not allow any derivative use of this App or Website or the Content for the benefit of another merchant.
- 10.5. The Registered User may not frame the App or Website or the Content without the express written consent of Provider.
- 10.6. Provider and the Owners, their affiliates or subsidiary reserve the right in their sole discretion to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
- 10.7. Any unauthorised use terminates this license.

## **11. Limitation of liability:**

- 11.1. User understands that Supplier and Provider make use of third party hosting companies. User understands that Supplier and Provider are not responsible for any servers and cannot be held liable for any damage as a result of User not being able to access documents stored via the App or the Website.
- 11.2. User understand that Supplier and Provider do not offer any services that constitute financial or legal advice, and are not responsible for determining the authenticity or legality of documents uploaded by other Users. Furthermore, The Supplier and Provider will not be held liable for any illegal use of the App or the Website, including any use related to fraudulent conduct of Users.
- 11.3. Subject to sections 43(5) and 43(6) of ECTA, and to the extent permitted by law, the App and Website and all Content on the App and Website, are provided on an "as is" basis, and may include inaccuracies or typographical errors and Provider, Owners, suppliers, employees, directors partners, affiliates and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link.
- 11.4. Neither Provider nor any holding company, affiliate or subsidiary of Provider or Owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the Content or the App or the Website or any functionality, or of any linked website to the extent permissible by law.

## **12. Privacy, access to and use of information**

- 12.1. Provider receives various types of information ("Information") from Users who access the App and Website, including personal information as detailed in the Promotion of Access to Information Act ("PAIA"), Act 2 of 2000, and as detailed in section 1 of ECTA ("Personal Information").
- 12.2. Provider may electronically collect, store and use Personal Information, including name, contact details, surfing patterns, email, IP address.
- 12.3. Whenever the User is of the opinion that Provider fails to comply with section 51 of ECTA, the User will contact the

Provider by sending an email to info@mylifebox.co.za. The Provider will review the User's representations made by email and, if within the Provider's sole and absolute discretion advisable, take corrective action and in any event within 30 of days respond to User informing about corrective actions taken, if any.

12.4. Interception of communications. Despite such undertaking, it is possible for Internet-based communications to be intercepted.

12.4.1. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

12.4.2. The Owners will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or disclosed information that you make to the Owners or Provider through the Internet, or that you expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information.

12.5. To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

### **13. Privacy - casual surfing**

13.1. The User may visit the App and Website without providing any personal information.

13.2. The User accordingly grants express written permission for the App and Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information.

13.3. This information is aggregated (added up) to measure the number of visits, average time spent on the App and Website, pages viewed, etc.

13.4. Provider uses this information to determine use of the App and Website, and to improve Content.

13.5. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use the information.

### **14. Privacy - unsolicited information**

14.1. If the User posts unsolicited content or other information ("Information") to the App or Website and does not indicate otherwise the User grants to the Owners a:

- 14.1.1. non-exclusive;
- 14.1.2. royalty-free;
- 14.1.3. perpetual (everlasting);
- 14.1.4. irrevocable (irreversible); and
- 14.1.5. fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

14.2. The User grants to the Owners the right to use the name that the User submits in connection with such Information, if they choose. The User warrants:

- 14.2.1. that the User owns or otherwise controls all of the rights to the Information that the User posts;
- 14.2.2. that the Information is accurate;
- 14.2.3. that by the supply of the Information to Provider the User does not violate this Policy and does not infringe the rights of any person or entity; and
- 14.2.4. that the User indemnifies the Owners for all claims resulting from the receipt by the Provider of the Information the User supplies to it.

14.3. Provider may monitor and edit or remove any Information, where posted to public pages. The Provider takes no responsibility, and assumes no liability for any Information posted by the User or any third party.

### **15. Privacy-solicited information the User gives to Provider**

15.1. Provider requires certain Personal Information necessary to process transactions if the User requires any of

Provider's products or services.

15.2. Provider receives and stores all Information, including Personal Information which the User enters on the App and Website or gives to Provider, in any other way. The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from this Provider.

15.3. Provider provides its products and services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the license below, the User and when entering into the specific transactions in question expressly grants in writing to the Owners and the Provider a:

- 15.3.1. non-exclusive;
- 15.3.2. royalty-free;
- 15.3.3. perpetual;
- 15.3.4. irrevocable; and
- 15.3.5. fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

15.4. The User's Information that is required by affiliates and subsidiaries to give effect to transactions that the User choose to enter into, is shared with those entities.

## **16. Privacy - promotional information**

Provider aspires to provide first-class service to its customers, which requires Provider providing information to the User about new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the Provider Help Desk, or send an email to [info@mylifebox.co.za](mailto:info@mylifebox.co.za).

## **17. Privacy- business transfers**

Provider may enter into business arrangements and its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

## **18. Privacy- lawful purposes**

When the Provider is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. Provider may also impart Personal Information if permitted or required to do so by law.

## **19. Privacy-surveys and statistical profiles**

19.1. Provider understands that efficiency and customer care translates to good service. Provider may periodically conduct online customer care surveys to enable the updating of service standards.

19.2. When it conducts a survey, Provider must inform the User how the information gathered will be used, and provide the User with the opportunity to opt-out from such surveys.

19.3. Despite terms to the contrary, Provider may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

## **20. Privacy- storage**

Personal Information will be stored for as long as it is used and for a period of one year, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete (out of date or unusable).

## **21. Privacy- interception**

Subject to the Regulation of Interception of Communications Act ("RIC"), Act 70 of 2002, the User agrees that the Provider may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Provider, its employees, directors and agents. User agrees that his or her consent satisfies the requirements of ECTA and RIC for consent

in “writing” as defined.

## **22. Choice of Law**

- 22.1. This App and Website is controlled, operated and administered by Provider from its offices as set out below within the Republic of South Africa.
- 22.2. These Terms will be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute.
- 22.3. If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these Terms, and the remainder of these Terms will continue in full force.
- 22.4. These Terms constitutes the entire agreement between the Provider and the User with regard to the use of the Content and this App and Website.

This App/Website was most recently updated on the 1<sup>st</sup> December 2016.