# **Agent**

# **Terms and Conditions**

Last Updated: 2<sup>nd</sup> December 2022

Please read these terms and conditions carefully before using our service.

Interpretation and Definitions

#### **INTERPRETATION**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

**Definitions** 

#### FOR THE PURPOSES OF THESE TERMS AND CONDITIONS:

- Application means the software program provided by the Company downloaded by The User on any electronic device, named Zipi
- Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store), Google Inc. (Google Play Store) or Huawei Inc (AppGallery) in which the Application has been downloaded.
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Account means a unique account created for The User to access our Service or parts of our Service.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Zipi Now (Pty) Ltd, Gauteng, South Africa.
- Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by The User, regardless of the form of that content.
- **Country** refers to: A Nation with its own government, occupying a particular territory in which Zipi Operates.
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by The User regarding the attributes, performance or features of our Service.
- **In-app Purchase** refers to the purchase of a product, item, service or Subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Service** refers to the Application or the Website or both.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between The User and the Company regarding the use of the Service.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- Protection of Personal Information Act
- Website refers to Zipi, accessible from https://zipi.co.za and its subdomains.

- The User means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- Agent means an independent third-party user that offers a service through the application to Zipi and The User

#### Acknowledgement

The User's access to and use of the Service is conditioned on The User's acceptance of and in compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, agents and others who access or use the Service

By accessing or using the Service, the User agrees to be bound by these Terms and Conditions. If the User disagrees with any part of these Terms and Conditions then the User may not access the Service.

The User's access to and utilize of the Service is also conditioned on the User's acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of The User's personal information when the User utilizes the Application or the Website and tells the User about the Users privacy rights and how the law protects the User. Please read Our Privacy Policy carefully before using Our Service.

# **In-app Purchases**

The Application may include In-app Purchases that allow the User to buy products, services or Subscriptions.

In-app Purchases can only be consumed within the Application. If the User makes a In-app Purchase, that In-app Purchase cannot be cancelled after the User has initiated its download. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

If any In-app Purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of the fault or being notified to the fault by The User, investigate the reason for the fault. We will act reasonably in deciding whether to provide the User with a replacement In-app Purchase or issue The User with a patch to repair the fault. In no event will We charge The User to replace or repair the In-app Purchase. In the unlikely event that we are unable to replace or repair the relevant In-app Purchase or are unable to do so within a reasonable period of time and without significant inconvenience to The User, We will authorize the Application Store to refund The User an amount up to the cost of the relevant In-app Purchase. Alternatively, if The User wishes to request a refund, The User may do so by contacting the Application Store directly.

The User acknowledges and agrees that all billing and transaction processes are handled by the Application Store from where the User downloaded the Application and are governed by that Application Store's own terms and conditions. We may also collect information that The User's browser sends whenever The User visit our Service or when The User accesses the Service by or through a mobile device.

If the User has any payment related issues with In-app Purchases, then the User needs to contact the Application Store directly.

#### **Promotions**

Any Promotions made available through the Service may be governed by rules that are separate from these Terms. If The User participates in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

#### **User Accounts**

When The User creates an account with Us, The User must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of The User's account on Our Service.

To use most aspects of Our Services, the User must create and maintain an active personal user account. Account registration requires you to submit to Us personal information, the User agrees to maintain accurate, complete, and up to date the information in your Account. Failure to do so may result in your inability to access and use the Services. The User is responsible for all activities that occurs under their Account and agrees to always maintain the security and secrecy of their Account email and password. Unless otherwise instructed by Zipi in writing, the User may only possess one Account. The User must notify Us immediately upon becoming aware of any breach of security or unauthorized use of The User's account.

The User may not use the credentials of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than the User without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

#### Content

#### The User's Right to Post Content

Our Service allows The User to post Content. The User is responsible for the Content that they post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, The User grants Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. The User retains any and all of The User's rights to any Content they submit, post or display on or through the Service and are responsible for protecting those rights. The User agrees that this license includes the right for Us to make The User's Content available to other users of the Service, who may also use their Content subject to these Terms.

The User represents and warrants that: (i) the Content is theirs (The User owns it) or they have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of their Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

#### **Content Restrictions**

The Company is not responsible for the content published by the User. The User expressly understands and agrees that The User is solely responsible for the Content and for all activity that occurs under the User's account, whether done so by The User or any third person using The User's account.

The User may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups and individuals.
- Spam, machine or randomly generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is
  designed or intended to disrupt, damage, or limit the functioning of any software, hardware or
  telecommunications equipment or to damage or obtain unauthorized access to any data or other
  information of a third person.

- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limits or revokes the use of the Service if The User posts such objectionable Content.

As the Company cannot control all content posted by users and/or third parties on the Service, the User agrees to use the Service at their own risk. The User understands that by using the Service they may be exposed to content that they may find offensive, indecent, incorrect or objectionable, and they agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred because of the User's, use of any content.

#### **Content Backups**

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But The User acknowledges that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

The User agrees to maintain a complete and accurate copy of any Content in a location independent of the Service.

#### **Copyright Policy**

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If The User is the copyright owner, or authorized on behalf of one and The User believes that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, The User must submit their notice in writing to the attention of our copyright agent via email at <a href="mailto:support@zipi.co.za">support@zipi.co.za</a> and include in their notice a detailed description of the alleged infringement.

The User may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing their copyright.

# **DMCA Notice and DMCA Procedure for Copyright Infringement Claims**

The User may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that the User claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.

- Identification of the URL or other specific location on the Service where the material that The User infringement claim is located.
- The User's address, telephone number, and email address.
- A statement by The User that they have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by The User, made under penalty of perjury, that the above information in The User's notice is accurate and that they are the copyright owner or authorized to act on the copyright owner's behalf.

The User can contact our copyright agent via email at support@zipi.co.za

Upon receipt of a notification, the Company will take further action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

#### **Intellectual Property**

The Service and its original content (excluding Content provided by The User or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

#### The User Feedback to Us

The User assigns all rights, titles and interests in any Feedback they provide the Company. If for any reason such assignment is ineffective, The User agrees to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

#### **Links to Other Websites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The User further acknowledges and agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise The User to read the terms and conditions and privacy policies of any thirdparty websites or services that The User visits.

#### **Termination**

We may terminate or suspend The User's Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if The User breaches these Terms and Conditions.

Upon termination, The User's right to use the Service will cease immediately. If The User wishes to terminate The User's Account, The User may simply discontinue using the Service.

#### **Limitation of Liability**

Notwithstanding any damages that The User might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and The User's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by The User through the Service or 100 USD if The User haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some countries do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these countries, each party's liability will be limited to the greatest extent permitted by law.

# "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to The User "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet The User requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to The User, however, in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

# **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and The User's use of the Service. The User's use of the Application may also be subject to other local, state, national, or international laws.

# **Disputes Resolution**

If The User has any concerns or disputes about the Service, The User agrees to first try to resolve the dispute informally by contacting the Company at support@zipi.co.za

## For European Union (EU) Users

If The User is a European Union consumer, the User will benefit from any mandatory provisions of the law of the country in which the User is a resident in.

# **United States Legal Compliance**

The User represents and warrants that (i) The User is not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) The User is not listed on any United States government list of prohibited or restricted parties.

# Severability and Waiver

#### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

# >Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to The User on our Service.

The User agrees that the original English text shall prevail in the case of a dispute.

# **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is materialized, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, The User agrees to be bound by the revised terms.

#### **Contact Us**

If the User has any queries about these Terms and Conditions, The User can contact us:

• By email: support@zipi.co.za

# **Agent**

# **Privacy Policy**

This Privacy Policy describes Our policies and procedures on the collection, usage and disclosure of The User's information when The User utilizes the Service and tells The User about their privacy rights and how the law protects the User.

We use The User's Personal data to provide and improve the Service. By using the Service, The User agrees to the collection and use of information in accordance with this Privacy Policy.

Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### **Definitions**

For the purposes of this Privacy Policy:

**The User** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Zipi Now (Pty) Ltd, Gauteng, South Africa.

- Application means the software program provided by the Company downloaded by The User on any electronic device, named Zipi
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Account means a unique account created for The User to access our Service or parts of our Service.
- Website refers to Zipi, accessible from <a href="https://www.zipi.co.za">https://www.zipi.co.za</a> and
- **Service** refers to the Application or the Website or both.
- Country refers to: South Africa
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies that facilitate or provide the related Service on behalf of the Company.
- Third-party Social Media Service refers to any website or any social network website through which a User can log in or create an account to use the Service.
- Personal Data is any information that relates to an identified or identifiable individual.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Cookies** are small files that are placed on The User's device by a website containing the details of The User's browsing activities on that website among its many users.
- **Usage Data** refers to data collected automatically, either generated using the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Collecting and Using the User's Personal Data

#### Types of Data Collected

#### **Personal Data**

While using Our Service, We may ask the User to provide Us with certain personally identifiable information that can be used to contact or identify the User's Personally identifiable information may include, but is not limited to:

- Company Registration Documentation
- Tax Compliance
- Email address
- · First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- · Bank account information in order to pay for products and/or services within the Service
- Usage Data
- Date of birth
- Passport or National ID card
- Driver License details
- E-Natis / Vehicle Documentation
- Insurance Certification
- Certified Criminal Checks
- Other information linking The User to an address

#### **Usage Data**

Usage Data is collected automatically when using the Service.

Usage Data may include information such as The User's Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that The User visits, the time and date of The User's visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When The User accesses the Service by or through a Device, We may collect certain information from the Users Device automatically, including, but not limited to, the type of Device, unique ID, operating system, the type of Internet browser uses or sends, unique Device identifiers and other diagnostic data.

# Information Collected while Using the Application

While using Our Application, in order to provide features of Our Application, We may collect, with the User's prior permission:

Information regarding the User's location

We use this information to provide features of Our Service, to improve and customize Our Service. The information may be uploaded to the Company's servers and/or a Service Provider's server or it be simply stored on The User's device.

# **Tracking Technologies and Cookies**

We use Cookies and similar tracking technologies to track the activities on Our Service and store certain information. The Tracking technologies used are beacons, tags, and scripts to collect and track information and to analyze and improve user experience.

Our Application uses cookies to improve the Services that We provide to the User and by continuing to use Our Service, the User gives consent to track activities on the Application.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on the User's Device when the User goes offline, while Session Cookies are deleted as soon as The User closes the web browser or Device.

We use both session and persistent Cookies for the purposes set out below:

## **Necessary / Essential Cookies**

Type: Session Cookies Administered by: Us

Purpose: These Cookies are essential to provide the User with services available through the Website and to enable them to use some of the features. They help to authenticate Users and to prevent fraudulent use of user accounts. Without these Cookies, the Services that The User need to use cannot be provided, and We only use these Cookies to provide The User with those services.

# **Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on all our

platforms.

## **Functionality Cookies**

Type: Persistent Cookies Administered by: Us

Purpose: These Cookies allow us to remember choices The User makes when they use the Website, such as remembering the User login details or language preferences. The purpose of these Cookies is to provide the User with a more personal experience and to avoid them having to re-submit their preferences every time they use Our platforms.

# **Tracking and Performance Cookies**

Type: Persistent Cookies Administered by: Us

Purpose: These Cookies are used to track information about traffic to our platform and how users access the platform. The information gathered via these Cookies may directly or indirectly identify the User as an individual visitor. This is because the information collected is typically linked to a pseudonymous identifier associated with the device the User uses to access the Platform. We may also use these Cookies to test new pages, features or new functionality of the Platform to see how Our users react to them.

For more information about the Cookies We use, please read our Cookies Policy.

# **Usage of Personal Data**

Zipi Now (Pty) Ltd is POPIA compliant. For further information, please refer to ( Save a POPIA Link) - LEO

The Company may use Personal Data for the following purposes:

- To provide and maintain Our Service, including to monitor the usage of Our Service.
- **To manage the User Account:** The Personal Data the User provides can give them access to different functionalities of the Services that are available to the User.
- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services the User has purchased or of any other contract with Us through the Service.

- To contact the User: To contact the User by email, telephone calls, SMS, or other
  equivalent forms of electronic communication, such as a mobile application's push
  notifications regarding updates or informative communications related to the functionalities,
  products or contracted services, including the security updates when necessary or
  reasonable for their implementation.
- To provider the User with news, special offers and general information about other goods, services and events which we offer that are similar to those that the User has already purchased or enquired about.
- To manage the User requests: To attend and manage The User's requests to Us.

We may share the User's personal information in the following situations:

- With Service Providers: We may share personal information with Service Providers,
  Customer and internal staff to monitor and analyze the use of our Service, to show
  promotions to the User to help support and maintain Our Service to contact them, to promote
  on third party websites to the User after the User visited our Service or for payment
  processing.
- For Business transfers: We may share or transfer the User's personal information in connection with, or during negotiations of any merger, sale of Company assets, financing, or acquisition of all or a portion of our business to another company.
- With Affiliates: We may share The User's information with Our affiliates. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- With Business partners: We may share The User's information with Our business partners to offer The User certain, upgrades, products, services or promotions.
- With other users: if the user publishes a post, that post may be viewable by all other users registered users within the platform. If The User interacts with other users or register through a Third-Party Service, the Third-Party Service may see The User's name, profile, pictures contact detail and description. Similarly, other users will be able to view descriptions and communicate with the User and view their profile.

#### **Retention of The User's Personal Data**

The Company will retain the User's Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use the User's Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain the User's data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

#### Transfer of The User's Personal Data

The User information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. This means that this information may be transferred to, and maintained on devices, cloud servers located outside of The User's state, province, country or other governmental jurisdiction where the data protection laws may differ from The User's and Company's jurisdiction.

The User's consent to this Privacy Policy followed by The User's submission of such information represents The User's agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that The User's data is treated securely and in accordance with this Privacy Policy and no transfer of The User's Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of The User's data and other personal information.

#### Disclosure of the User's Personal Data

#### **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, The User's Personal Data may be transferred. We will provide notice before any data transfer and becomes subject to a different Privacy Policy.

#### Law enforcement

Under certain circumstances including theft or loss of customer cargo, the Company may be required to disclose The User's Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

# Other legal requirements

The Company may disclose The User's Personal Data in the good faith, so that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

#### Security of the User's Personal Data

The security of The User's Personal Data is important to Us, however, no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use Our best means to protect The User's Personal Data, We cannot guarantee its absolute security.

Detailed Information on the Processing of the User's Personal Data

Service Providers have access to the User's Personal Data only to perform their tasks on Our behalf and are obligated not to disclose or use it for any other purpose.

#### Analytics

We may use third-party Service providers to monitor and analyze the use of our Service.

#### **Cloud Services**

We use an analytics service provided by Google Inc. Please refer to Google's privacy policy for analytics https://policies.google.com/privacy?hl=en

We encourage the User to review the Google's policy for safeguarding their data: https://support.google.com/analytics/answer/6004245

For more information on what type of information Google collects, please visit the Google Privacy Terms web page: https://policies.google.com/privacy?hl=en

# **Email Marketing**

We may use The User's Personal information to contact them for, newsletters, marketing or promotional materials and other information that may be of interest to The User. The User may opt-out of receiving any, or all, of these communications from Us by following the unsubscribe link or instructions provided in any email We send or by contacting Us.

#### **Payments**

We may provide paid products and/or services within the Service. In that case, we may use third-party services for payment processing (e.g. payment processors).

We will collect the User's payment card details and only store a portion of such details for representation purposes. The full payment information is provided directly to Our third-party payment processors whose use of the User's personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

When the User utilizes Our Service to make or receive payment via bank transfer (Electronic Funds Transfer), We may ask the User to provide information to facilitate this transaction and to verify the User's identity. We will store bank account details for the sole purpose of transferring funds to the User.

#### **Usage, Performance and Miscellaneous**

We may use third-party Service Providers to provide better improvement of our Service.

#### **Google Places**

Google Places is a service that returns information about places using HTTP (Hyper Text Transfer Protocol) requests. It is operated by Google.

Google Places service may collect information from the User and from their Device for security purposes.

The information gathered by Google Places is held in accordance with the Privacy Policy of Google: <a href="https://www.google.com/intl/en/policies/privacy/">https://www.google.com/intl/en/policies/privacy/</a>

# Children's Privacy

Our Service does not address anyone under the age of 18. We do not knowingly collect personally identifiable information from anyone under the age of 18. If The User is a parent or guardian and The User is aware that The User's child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 18 without verification of parental consent, We will take steps to remove that information from Our servers and deactivate that Account.

Our Service may contain links to other websites that are not operated by Us. If the User clicks on the third-party link, he User will be directed to that third party's site. We strongly advise them to review the Privacy Policy of every site they visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Changes to this Privacy Policy

We may update our Privacy Policy from time to time. We will notify the User of any changes by posting the new Privacy Policy on this page.

We will let the User know via email and/or in-app notification on updates prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

The User is advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If the User has any queries about this Privacy Policy, they can contact us:

- By email: support@zipi.co.za
- By visiting this page on our website: https://www.zipi.co.za/contact

# Agent Acceptance

# I Accept:

- I am not employed by Zipi Now (Pty) Ltd, or any of its parent and subsidiary companies
- I offer my services as a 3<sup>rd</sup> Party Independent Service Provider to Zipi Now (Pty) Ltd
- Zipi Now (Pty) Ltd is in no way obliged to employ me under any circumstances
- I will take care of my own operating expenses and taxes
- I will not make Zipi Now (Pty) Ltd, or any of its parent and subsidiary companies liable for any loss of damage that may occur at any time
- At all times I act in the best interests of the services that I am offering to Zipi (Pty) Ltd
- A agree to all the "Terms and Conditions" as well as the "Privacy Policy".