

These terms and conditions govern the legal relationship between MyBru and its Customers.

# Terms & Conditions

These Terms and Conditions have been substantively updated to take into consideration changes in legislation and regulations applicable to our business in South Africa and the various regions globally to which we provide services.

## 1. Interpretation

1. The words and phrases listed below shall bear the following meanings in these terms and conditions, unless the context clearly indicates otherwise:

“**MyBru**” means the My Bru App (Pty) Ltd legal entity, company registration number 2015/184082/07 responsible for providing the Services to you;

“**Customer**” or “**recipient**” or “**user**” means any person, including both natural and juristic entities that receives or is intended to receive any service provided by MyBru;

“**Services**” shall mean and include all products and services offered or provided to Users by MyBru including the software and applications referred to in paragraph 9.1; and

“**Advertisements or advertising**” shall mean all advertisements created and displayed publicly on the MyBru app.

“**App**” shall mean reference to the MyBru mobile app.

Any reference in these standard terms to the singular includes the plural and vice versa, any reference to persons includes both natural and juristic persons and any reference to a gender includes the other gender.

Any clause headings inserted into these terms and conditions have been inserted for convenience only and shall not be taken into account in interpreting the terms and conditions.

Words and expressions defined in any other part of these terms and conditions shall, for the purposes of that part, bear the meaning assigned to such words and expressions in that part.

To the extent that any provision of this Agreement conflicts with any law, then to the limited extent of such conflict, such provision shall be severed from this Agreement without affecting the enforceability of the remainder of its terms.

## 2. Agreement

1. Persons using the Services provided by MyBru for any reason whatsoever bind themselves and agree to these terms and conditions.
2. Should a User not agree to all the terms and conditions of this agreement or be unable to comply with these terms and conditions, the User should immediately cease using the service provided by MyBru and/or terminate registration.
3. You may not use the Services if you are not of a legal age to form a binding contract with MyBru.
4. Users agree that all terms and conditions herewith published shall be binding on the User and that should there be a contradiction between these general terms and conditions and any other product-specific or service-specific terms and conditions, the product-specific or service-specific terms and conditions shall prevail to the limited extent of such conflict.
5. MyBru reserves the right to refuse to accept and/or execute an order or request to do business or to render any Services without giving any reasons therefor. MyBru also reserves the right to cancel orders in whole or in part in MyBru's sole and absolute discretion.

## 3. Changes and Amendments

1. MyBru expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in these terms and conditions or any information on the Website without prior notice and to update prices and rates quoted from time to time.

## 4. The Services

1. MyBru shall make all reasonable endeavours to ensure uninterrupted and continued use of the Services, however the delivery of the Service is largely dependent on the effective functioning of Network Operators' cellular networks, network coverage and the recipient's mobile handset. MyBru does not and cannot guarantee the availability of any Service or the compatibility between the Apps; content format and any particular mobile handsets or mobile operating system.
2. MyBru shall have the right to withhold, terminate or suspend the provision of Services to the User at any time. Where this Agreement or the provision of any Service is terminated by MyBru for any reason other than breach by the User or discontinuance of a Service by a Network Operator, MyBru shall refund all monies already paid in advance by the User for any unused terminated Service.

## 5. Payment and Prices

1. The price per advertisement is subject to change from time to time without prior notice and shall be communicated to you.

## 6. Breach

1. Where a User breaches any of these terms and conditions, including terms relating to payment of any amount due to MyBru then, without prejudice to any of its legal rights, MyBru shall be entitled to, amongst other things, to cancel its agreement with the User, to suspend or terminate the provision of services to the User, to suspend, disable or terminate the User's account/s, to sue for specific performance by the User, to claim damages and/or to retain any monies already paid by the User in respect of services not utilised by it as damages resulting from such breach and to set off any claims that MyBru may have against the User from any other amounts due to the User by MyBru.

## 7. Limitation of Liability, Warranties and Indemnities

1. Mybru shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the services provided by MyBru.

## 8. General

1. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these terms and conditions is found to be unenforceable or invalid, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

## 9. Proprietary Rights

1. MyBru shall grant a User an individual, personal, non-sublicensable, non-exclusive and non-transferable license ("the License") to use its proprietary software and/or application service, in object code form only, and only in accordance with the applicable User documentation, if any, and only in conjunction with the relevant Services. The User may not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to establish the source code or underlying ideas or algorithms of the software; modify, translate, or create derivative works based on the software/application; copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the software/application; use the software/application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels with regard to MyBru products and/or services. The User acknowledges that MyBru and its licensors retain ownership of all propriety applications, software, intellectual property and any portions or copies thereof, and all rights therein. Upon termination of the Services for any reason, this License will terminate and the User shall destroy and cease to use all software and applications in its possession. The software is provided and applications are offered "as is" and subject to the Service warranty disclaimers and limitations of liability found elsewhere in these terms and conditions. It is the responsibility of the User to test the Services should they wish prior to entering into this agreement.
2. Content from the Website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of MyBru.

## 10. Applicable Law

1. These terms and conditions shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa and the South African courts shall have exclusive jurisdiction in respect of any disputes that may arise between the User and MyBru.

The customer hereby signifies agreement to the terms above by his or hers signatures affixed below:

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Customer's signature and date

Duly authorised to sign on behalf of the customer