

## Platform services terms

(general terms for the use of Lighthouse and the provision of platform services)

Version number: 1.1

### 1 Introduction

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Thank you for visiting Lighthouse, a platform that fosters strong brand relationships using gaming and rewards delivered via the web. These terms are the general terms of the relationship between Sea Monster (Pty) Ltd trading as Lighthouse and customer. These terms cover the use of Lighthouse. By visiting, signing up on or logging in to Lighthouse, each customer accepts and agrees to these terms. These terms also cover any transactions (including any transaction carried out electronically) where Sea Monster (Pty) Ltd provides goods or services on behalf of 3<sup>rd</sup> parties to customer. The commercial terms of any transaction between Sea Monster (Pty) Ltd and customer will be contained in an order that will incorporate these terms. The order will prevail if there is a conflict of meaning. Nothing in these terms obligates either party to enter into any orders. Please read this document carefully before deciding to use our services as it highlights inherent risks in using our services. By completing the registration process, you acknowledge that you have read, understood, accepted, and agreed to be bound by these terms.

### 3 Definitions and interpretation

**Definitions.** In the agreement:

**additional fee** means a charge you must pay us for the supply of any services outside of an Order, which charge must be made at our then current standard prices and rates, unless otherwise agreed in writing between the parties;

**agreement** means these terms and any orders we enter into;

**authorised user** means (i) you or (ii) a user in your employ where you are a juristic person, who has been assigned credentials;

**content** means any content added to a website. Content includes photos, images, audio files, text, files, listings, postings, messages, or other materials;

**credentials** mean a unique UserID and password that has been assigned to an authorised user;

**customer** or you means any person who visits, signs up to or logs into Lighthouse, or concludes an order;

**data** means any data that you provide to us, including transactional information and personal information;

**effective date** means in respect of each order, the date from which the parties rights and obligations under this agreement will commence, as stipulated in each order, in the absence of which it will be the date the order is accepted by us;

**order** means a goods or services order agreed to describing the specific goods or services to be provided by Sea Monster (Pty) Ltd on behalf of 3<sup>rd</sup> parties to customer;

**goods** mean physical or digital goods that we provide under orders;

**personal information** means personal information as defined by the Protection of Personal Information Bill as dealt with in our Privacy Policy;

**services** means any services available from Lighthouse that Sea Monster (Pty) Ltd provides to customer

**service levels** means the levels according to which Sea Monster (Pty) Ltd will provide each service as agreed by the parties;

**sign** means the handwritten signature or advanced electronic signature of the duly authorised representative of a party;

**terms** means these terms, consisting of these platform terms, and any other relevant specific terms applicable to a specific section or module of Lighthouse or any specific goods or services, notices and policies agreed to between the parties;

**third party software** means software that is owned by third parties and includes open source software that you have been authorised to use to provide the services or sub-license.

**Lighthouse** means light-house.online and includes all its sub-domains, a platform (or hosted application) including:

- all content, goods or services, applications or apps available through Lighthouse; and
- any other marketing material of Sea Monster (Pty) Ltd;

**Sea Monster** or **we** or **us** or **our** means **Sea Monster (Pty) Ltd** with company registration number 2011/127080/07;

**writing** means any mode of reproducing information or data in physical form (includes hard copy printouts, handwritten documents, and fax transmissions) or any mode of reproducing information or data in electronic form that the parties agree to use (like pdf), but excludes information or data in the form of email.

**Interpretation.** All headings are inserted for reference purposes only and must not affect the interpretation of the agreement. Whenever "including" or "include", or "excluding" or "exclude", together with specific examples or items follow a term, they will not limit its ambit. Terms other than those defined within this agreement will be given their plain English meaning. References to any enactment will be deemed to include references to the enactment as re-enacted, amended, or extended. A reference to a person includes a natural and juristic person and a reference to a party includes the party's successors or permitted assigns. Unless otherwise stated in these terms, when any number of days is prescribed in these terms the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any times.

### 4 Duration

These terms commence when accepted (usually on registration) and continue until terminated.

### 5 Registration

5.1 **Register.** You must register to use the services. We reserve the right not to enter into the agreement with you (reasons could include for example that you have previously been suspended from using our services or you pose an unacceptable level of risk for us).

5.2 **Registration information.** You must have legal capacity to register and place orders (see below). When registering you must provide your full legal name, a valid email address, and any other information requested by us to complete the registration process. If you are juristic person, the person making application on your behalf must also be duly authorised to conclude contracts on your behalf.

### 6 Security

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- 6.1 **Credentials.** When registering, you will be required to select your credentials which will enable you to sign into your account on our website. If you are a juristic person, you will have to designate a specific authorised user. Only you may use your credentials. We do not permit multiple people to share a login.
- 6.2 **Choice of Password.** You must choose a password for your account. For example, don't use words found in a dictionary, derivatives of your UserID and common character sequences such as "123456". Also don't use personal details such as your spouse's name, car registration number, ID number, passport number and birthday, unless accompanied by additional unrelated characters. The password you choose should also not be any part of speech including, proper names, geographical locations, common acronyms, and slang.
- 6.3 **Access.** Only authorised users may access the service by using their credentials.
- 6.4 **Authorised user obligations.** Each authorised user agrees:
- to keep their credentials secure;
  - not to disclose their credentials to any other person;
  - not to provide access to any person;
  - to secure all data under their control;
  - not to interfere with the functionality or proper working of the service;
  - not to introduce any viruses, worm, logic bomb, trojan, wares, potentially unwanted program (PUP) or other malicious software into the service;
  - not use the service for direct marketing, spamming, unsolicited communications, or other advertising or marketing activities prohibited by applicable law;
  - to immediately notify us in writing of any lost credentials; and
  - to notify us of any known breach of our privacy policy.
- 6.5 **Your instructions.** Each authorised user is responsible and liable for activities that occur under their account. You authorise us to act on any instruction given by you, even if it transpires that someone else has defrauded both of us, unless you have notified us in writing prior to you acting on a fraudulent instruction. We are not liable for any loss or damage suffered by you attributable to your failure to maintain the confidentiality of your credentials.
- 6.6 **Payments.** Our security obligations relating to any payment systems we might use are dealt with in our security policy, the terms of which are incorporated here.
- 6.7 **Monitoring security.** You consent to us monitoring your use of the Lighthouse for security purposes and in order to ensure that the Lighthouse is always running and functioning as it should. We reserve the right to take whatever action we deem necessary to preserve the security and reliable operation of our platform. You undertake that you will not do or permit anything to be done which will compromise our security. If:
- we are unable to verify any information you provide to us; or
  - we reasonably believe that your activities pose a significant credit or fraud risk to us or our other customers, or may cause financial loss or legal liability for us, our other customers, or you
- then we shall be entitled to suspend or terminate your use of the services.
- ## 7 Platform services
- 7.1 **Grant of license.** We grant you limited, non-exclusive, non-transferrable, revocable license to use Lighthouse in accordance with these terms and the terms and the terms of any third party license agreement. Any person wishing to use the services contrary to the terms or third party software license agreement must obtain our prior written consent.
- 7.2 **Provision of services.** We will provide the services to you at the service levels.
- 7.3 **Policies.** We may establish general policies and limits concerning the use of Lighthouse. We may log off, deactivate, or delete any customer account that breaches those policies.
- 7.4 **Modification.** We may modify, suspend, or discontinue providing Lighthouse or any goods or services (with or without notice) and will not be liable.
- ## 8 Acceptable use
- 8.1 **Responsibility.** You are responsible for your conduct and content on Lighthouse. You must ensure that you or your your users have the correct permissions to act on Lighthouse.
- 8.2 **Prohibited conduct.** Your conduct on Lighthouse must not be unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or harm minors in any way. Do not harass, stalk, degrade, intimidate, or be hateful toward an individual or group of individuals. You may not impersonate any person, falsely state, or otherwise misrepresent its affiliation with any person. Nothing may be false, deceptive, misleading, deceitful, or constitute bait and switch. Do not infringe any patent, trademark, trade secret, copyright, or other proprietary rights of any party. Any chain letter, pyramid scheme, or advertisement that is prohibited by law, is prohibited on Lighthouse. The advertising and provision of any illegal service or the sale of any goods that are prohibited or restricted by applicable law are prohibited. Malware or badware is prohibited. Do not negatively affect the ability of any other customer to use Lighthouse. Do not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through Lighthouse. You may not impose an unreasonable or disproportionately large load on our infrastructure. Do not attempt to gain unauthorised access to Lighthouse or engage in any activity that disrupts or diminishes the quality of, interferes with the performance of, or impairs the functionality of Lighthouse.
- ## 9 Your data
- 9.1 **Privacy and protection of Personal Information.**
- 9.1.1 **Legal Obligations.** We are each responsible for complying with our respective obligations under applicable laws governing personal information.
- 9.1.2 **Use of personal information.** The manner in which we might use your personal information is dealt with in our privacy policy. If you are not satisfied with the level of privacy we provide or disagree with anything in our privacy policy, then you are deemed to not accept these terms and you may not use our Lighthouse.
- 9.1.3 **Trans-border You Data flows.** You consent to us transferring your personal information across a country border to enable us to comply with our obligations under these terms. You are solely responsible for determining that any transfer of your personal information across a

- country border complies with the applicable laws.
- 9.1.4 **Indemnity.** You agree to indemnify, defend, and hold us harmless (and those related to us and our personnel, co-branders or other partners) from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to you failing to comply with your obligations under this clause. If permissible under applicable law, legal costs will be on an attorney and own client basis.
- 9.2 **Preservation of integrity of Your data.** Both parties will take reasonable precautions (having regard to the nature of their obligations under the agreement), to preserve the integrity of Your data and prevent any unauthorised access, corruption or loss of Your data.
- 9.2.1 **Records.** You agree that our records are prima facie evidence of the services supplied to you.
- 9.2.2 **Fees and payment.** You agree to pay the fees to us. We will invoice the applicable fees in advance, starting from the effective date. We may change the fees and payment terms upon 30 calendar days prior written notice to you. You may cancel the services at anytime on 30 days written notice to us.
- 9.2.3 **Due dates.** Fees must be paid promptly on the due date, without any deduction, set off or demand and free of exchange in the currency specified in the order.
- 9.2.4 **Manner of payment.** You must make payment in the manner specified in the order.
- 9.2.5 **Late payments.** Any additional surcharges and penalties specified in an order will apply to any payment received after the due date. These may include amounts to cover collection fees and additional administration costs. You must pay the surcharges and penalties to us on-demand. We may withhold or remove any goods or stop the provision of any services until you have paid all amounts that are due.
- 9.2.6 **Interest on overdue amounts.** Any amount not paid by you on the due date will bear interest for from the due date until the date you pay it. The rate of interest will be either 2% above the published prime overdraft rate from time to time of our bankers or 15%, whichever is higher. A letter signed by a general, branch or other bank manager setting out their rate will be proof of the rate. Interest will be payable on a claim for damages from when the damages were suffered.
- 9.2.7 **Appropriation.** We may appropriate any payment received from you towards the satisfaction of any indebtedness to us under the agreement.
- 9.2.8 **Withhold payment.** You may not withhold payment of any amount due to us for any reason.
- 9.2.9 **Certificate.** A certificate, signed by an accountant appointed by us of the amount due by you and the date on which it is payable will be conclusive irrefutable proof of the correctness of the certificate's contents.
- 9.2.10 **Tax.** All fees include value added tax but exclude other taxes levied in any jurisdiction, duty (including stamp duty), tariffs, rates, levies and any other governmental charge or expense payable, which you must pay where applicable in addition to the fees.
- 9.2.11 **Payment profile.** You and any signatory consent and agree that we may provide any registered credit bureau with information about the payment of amounts.
- 10 **Intellectual property**
- 10.1 **Ownership.** Except as provided to the contrary in these terms, all right, title, interest, and ownership (including all rights under all copyright, patent, know-how and other intellectual property) in, to or of Lighthouse are our sole property or will vest in a third party licensor. All moral rights are reserved. Our intellectual property includes our website and our hardware and software architecture and configuration.
- 10.2 **Your data license.** When you upload your data to Lighthouse, you give us a worldwide license to use, host and store your data, solely for purposes of providing the services.
- 10.3 **Trademarks.** Sea Monsters's logo and sub-logos, marks, and trade names are the trademarks of Sea Monster and no person may use them without permission. Any other trademark or trade name that may appear on Lighthouse or other marketing material of Sea Monster is the property of its respective owner.
- 10.4 **Restrictions.** Except as expressly permitted under the Agreement, Lighthouse may not be:
- modified, distributed, or used to make derivative works;
  - rented, leased, loaned, sold or assigned;
  - decompiled, reverse engineered, or copied; or
  - reproduced, transferred, or distributed.
- 10.5 **Sufficient rights.** You cannot provide content for which you do not have sufficient rights.
- 10.6 **Copyright infringement by a customer.** You must promptly address any written notice to it that your content infringes the copyrights or other rights of another person. If you do not promptly remove or change the infringing element of the content specified in the notice, we may remove the content without any liability to any other customer.
- 10.7 **Prosecution.** All violations of proprietary rights or these terms will be prosecuted to the fullest extent permissible under applicable law.
- 11 **Warranty**
- 11.1 **Goods warranty.** All goods will be subject to any warranty indicated in the description of the goods appearing on Lighthouse, the accompanying documentation, packaging, or EULA. Please review those documents carefully. You will have the same rights against us as we have against our supplier regards defects in the goods, the intention being that our liability to you will be co-extensive with the right of recourse we have against the supplier. We will provide a copy of any warranty on request. To the extent legally possible, we assign to you the benefit of any supplier warranties that a supplier may give to us regards the Goods. You may not waive any of our common law rights as against the supplier.
- 11.2 **Disclaimer. Use of Lighthouse is at your sole responsibility and risk. Lighthouse is provided on an as is and as available basis. Except for the warranties given in these terms, we expressly disclaim all representations, warranties, or conditions of any kind, whether express or implied, including:**
- 11.2.1 **any implied warranties or conditions of satisfactory quality, no latent defects, merchantability, fitness for a particular purpose, accuracy, system integration, quiet enjoyment, title, and non-infringement; or**
- 11.2.2 **any warranties regards third party software.**

We do not warrant that Lighthouse will meet your the requirements or be uninterrupted, be legally effective or complete, timely, secure, error-free or free from infection by malicious software. You should keep up-to-date security software on the systems used to access Lighthouse.

11.3 **Exclusion of liability.** Despite any warranty given by us, we will not be liable regards any defect arising from:

- fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow its instructions (whether oral or in writing), misuse, or alteration or repair of the goods without our express prior approval; and
- attachments, features or devices used on the goods that are not supplied or approved by us in writing.

12 **Indemnity**

You agree to indemnify, defend, and hold us (and our subsidiaries, officers, agents, co-branders or other partners, and employees) harmless from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to your use of Lighthouse.

13 **Limitation of liability**

13.1 **Correct faults.** We will correct any fault in Lighthouse where possible and as soon as reasonably practical and this is our entire liability regarding any fault in Lighthouse. If this clause is held inapplicable or unenforceable, then the following clause will apply.

13.2 **Direct damages limited.** To the extent permitted by applicable law, regardless of the form (whether in contract, tort, or any other legal theory) in which any legal action may be brought, our maximum liability to you for direct damages for anything giving rise to any legal action will be an amount equal to the total fees already paid by you to us for the goods or services related to the claim. The aggregate amounts for all claims will not be greater than the maximum amount.

13.3 **Indirect damages excluded.** To the extent permitted by applicable law, in no event will we (or our personnel) be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including loss of profits, loss of goodwill, damages relating to lost or damaged data or software, loss of use, damages relating to downtime or costs of substitute products) arising from these terms.

13.4 **Other goods or services.** We are not liable for any other website, goods, or service provided by any third party.

14 **Suspension of the service**

14.1 **Without cause.** We determine, in our sole discretion, that our provision of any aspect of the services to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason] and will not be liable.

14.2 **Acceptable use violation.** We may immediately suspend your right to use any of the services if you violate our Acceptable Use Policy [if there is one] .

14.3 **Preservation of data (suspension).** In the event that we suspend your access to any services, we will not take any action to intentionally erase any of your data in our possession during the period of suspension and the fees will continue to accrue.

15 **Termination of the service**

15.1 **Discontinue Lighthouse.** These terms will automatically terminate if we discontinue Lighthouse.

15.2 **Breach.** If you:

- commit a breach of these terms;
- repeatedly infringe the copyrights or other rights of others;
- fail to pay any amount due and fail to remedy the breach within 2 calendar days of having been called on in writing to do so;
- effects or attempt to effect a compromise or composition with your creditors; or
- are provisionally or finally liquidated or placed under judicial management;

you agree that we may, to the extent permitted by applicable law and without prejudice to our rights under these terms or in law, deactivate or delete your account, terminate access to or use of Lighthouse, claim specific performance of these terms, or cancel these terms immediately on written notice and claim damages from you (including, any claim for any fees already due).

16 **Effect of Termination**

16.1 On the deactivation or deletion of your account:

16.1.1 the agreement will terminate;

16.1.2 your access rights will immediately cease to exist;

17 **Resolving disputes**

1.1 **Notifying each other.** There will be a dispute about or from this agreement if a party writes to the other about it and asks for it to be resolved under this clause.

1.2 The party who notifies the other about the dispute may elect to:

1.2.1 institute legal proceedings in the Magistrate's Court having jurisdiction and the other party consents to that jurisdiction; or

1.2.2 refer any dispute to be resolved by:

- Negotiation (direct talks to try and agree how to end the dispute); failing which
- Mediation (talks in which a neutral third party tries to help the parties agree how to end the dispute); failing which
- Arbitration (a hearing after which a neutral third party makes a binding decision about the dispute).

1.3 **Election binding.** The election of the party instituting legal proceedings or referring the dispute to alternate dispute resolution will bind both parties. In the event that the other party wants to counterclaim or raise a further or other dispute, then that other party is bound to refer the counterclaim or other dispute to the same forum as that selected by the first party.

17.1 **Negotiation.** Each party must make sure that their chosen representatives meet within 10 business days of notification, to negotiate and try to end the dispute by written agreement within 15 more business days.

17.2 **Mediation.** If negotiation fails, the parties must refer the dispute to mediation under the rules of the Arbitration Foundation of Southern Africa ("AFSA"). The mediation and arbitration must take place in {city} or other mutually agreeable location.

17.3 **Arbitration.** If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in Cape Town. The parties

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will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.

- 17.4 **Periods.** The parties may agree in writing to change the periods for negotiation or mediation.
- 17.5 **Urgent interim relief.** This clause will not stop a party from applying to court for urgent interim relief (temporary help) while the dispute resolution process is being finalised. An example might be an interdict (type of court order).
- 17.6 **Severability.** This clause is separate and divisible from the rest of this agreement and remains effective even if this agreement ends or is invalid.
- 17.7 **Disputes between customers.** Should a dispute of any nature whatsoever arise between you and another customer, you acknowledge that we are not and will not be a party to such dispute. We do not act as the agent of either customer and are not responsible for resolving such disputes. We may, however, in our sole discretion elect (but not be obliged) to assist in the resolution of the dispute.
- 18 **Notices and domicile**
- 18.1 **Notices.** The parties will send all notices, authorisations, disclosures, acknowledgements, or requests by hand delivery, prepaid registered post, fax, or email to an address or number given in the specific terms.
- 18.2 **Service (delivery) address for legal documents.** Each party chooses its street addresses and numbers as its domicilium citandi et executandi (its address for the service of any document used in legal action) for this agreement.
- 18.3 **Change of addresses or numbers.** Each party may change the addresses or numbers in the specific terms to any other addresses or numbers in South Africa by writing to the other party 14 days before the change.
- 18.4 **Deemed delivery.** Notice will be considered to be delivered on the date shown on any hand-delivered, prepaid registered post, courier, fax or email confirmation of delivery.
- 18.5 **Notice actually received.** If a party actually receives any notice or other communication, this will be good enough.
- 19 **Force Majeure**
- 19.1 **Parties not liable.** No party will be responsible for any breach of this agreement caused by circumstances beyond its control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions, or acts of God.
- 19.2 **Party affected to notify other party.** If there is an event of force majeure, the party affected will tell the other immediately, and they will meet within seven days to negotiate other ways to carry out any affected responsibilities under this agreement. The parties will continue to comply with the responsibilities that are not affected by the circumstances.
- 19.3 **Right to cancel.** If a party cannot fulfil a material (significant) part of its responsibilities under this agreement for more than 60 days because of force majeure, the other party may cancel this agreement by written notice.
- 20 **Assignment and subcontracting**
- 20.1 **No assignment.** You may not delegate your duties under this agreement or assign your rights under this agreement, in whole or in part. We may assign this agreement to any successor or purchaser of our business or some of its assets.
- 20.2 **Exception.** Despite this clause, we may cede and assign all rights and obligations under this agreement to a related person without your prior written consent, provided that we notify you within a reasonable time of the event occurring.
- 21 **General**
- 21.1 **Electronic communications.** To the fullest extent permitted by law, you consent to receiving all notices and other communications from us electronically. Electronic communications may be posted on our website or sent to the email address we have on record for you. Please print a copy of each communication and retain it for your records.
- 21.2 **Changes to the terms.** We may change the terms at any time and where this affects your rights and obligations, we will notify you of any changes by placing a notice in a prominent place on the website or by email. If you do not agree with the change you must stop using the services. If you continue to use the services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted such terms.
- 21.3 **Changes to any third party software License agreement.** We will notify you of any changes to any third party software license terms by placing a notice in a prominent place on the Website, or notifying you by email. The updated third party software license terms will be effective immediately and you will be deemed to have accepted them upon notification.
- 21.4 **Acceptance of changes.** If you do not agree with the changes, you must stop using the service. If you continue to use the service following notification of a change, the changed terms will apply to you and you will be deemed to have accepted them.
- 21.5 **Fact related to Lighthouse.** A certificate, signed by an administrator of Lighthouse, of any fact related to Lighthouse (including the version of the terms that governs a particular order or dispute and what content was published or functionality was available on Lighthouse at a specific point in time) will be conclusive irrefutable proof of the correctness of the certificate's contents.
- 21.6 **Waiver (giving up of rights).** Any favour we may allow you will not affect or substitute any of our rights against you.
- 21.7 **Severability.** If any term is void (invalid), unenforceable, or illegal, the term may be severed (removed) from and will not affect the rest of this agreement if it does not change its purpose.
- 21.8 **Governing Law.** South African law governs this Agreement.
- 21.9 **Jurisdiction.** You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that we may bring against you in connection with these terms, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.
- 21.10 **Non-exclusivity.** We may provide any goods or services to any other person or entity.

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