

**EUROPEAN UNION URUP WEBSITE AND SOFTWARE TERMS AND CONDITIONS.**

**Table of Contents**

<b>Definitions .....</b>	<b>3-6</b>
<b>1. Website And Software Terms And Conditions.....</b>	<b>7</b>
<b>2. Supplier Details .....</b>	<b>7 - 8</b>
<b>3. Updating Of These Terms.....</b>	<b>8</b>
<b>4. Services.....</b>	<b>8</b>
<b>5. Complaints And Disputes.....</b>	<b>9-10</b>
<b>6. Copyright And Intellectual Property Rights .....</b>	<b>10-11</b>
<b>7. Individual End Users .....</b>	<b>11</b>
<b>8. Limited Rights To General Users.....</b>	<b>11-12</b>
<b>9. Service User Charges And Payment Terms .....</b>	<b>12</b>
<b>10. Applicable Laws .....</b>	<b>12</b>
<b>11. Limitation Of Liability.....</b>	<b>12-14</b>
<b>12. Assignment .....</b>	<b>14</b>
<b>13. Indemnity.....</b>	<b>14-15</b>
<b>14. Prohibited Activities.....</b>	<b>15-16</b>
<b>15. Termination.....</b>	<b>16</b>

## DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below and listed under terms and conditions on [www.urup.com](http://www.urup.com), shall when used, including this definitions clause, bear the meanings ascribed to them:

any reference to a gender includes the other genders;

any reference to natural persons includes legal persons and vice versa; and

any reference to the singular shall include the plural and vice versa;

words and expressions defined in any particular sub clause of any contract or agreement between the Service Provider and any third party, shall, for the purpose of the particular clause of which that sub clause is part, bear the meaning assigned to such words and expressions in the sub clause; no provision of these Terms and Conditions shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to any Agreement between the Service Provider and such other person;

**"Agreement"** means any Agreement between the Software Owners and a Client, the Service Provider and/or a Service Provider and a Client as well as any Annexures thereto; and shall incorporate the Terms and Conditions as published on [www.urup.com](http://www.urup.com);

**"Campaign"** means the execution of specific Client Objectives utilizing the URUP Software Platform and associated Services which may be a combination of Journeys and/or Smart-Links and/or Dashboards and/or related Services offered by the URUP Software Platform.;

**"Client" or "Service User"** means the juristic or natural person or other legal entity that has contracted with a Service Provider, to use the URUP Software Platform. It being recorded that under certain circumstances it is possible for a Service Provider to also be a Client and/or an End User.

**"Confidential Information"** means all communications, whether electronically, written, in printed form, contained on computer discs, videos, emails, pictorial, oral or in any form whatsoever between the Service Provider, Distributor and/or the Client, which relates to trade secrets, processes, operations, style of words, financial information, commercial information and technical information, product, services and software information and processes;

**"Contract Period"** in relation to and subject to a Service Level Agreement or Master Services Agreement, means the number of months commencing upon date of Signature of a governing

Agreement or alternatively the commencement date until the termination date as stipulated in an Agreement, subject to the termination provisions in such Agreement;

**“Data”** means information collected through End User Interaction and/or Engagement with the URUP Software Platform; including non-personally identifiable Behavioural Data and/or Personal Data, by means of an Opt-in by the End User;

**“Dashboard”** means the URUP Software Platform service that allows Clients to register employees and other interested parties in order to combine journey performance and other measurable elements to obtain an overview of Campaign performance.

**“Effective Date”** means the date on which an Agreement is signed, by the last Party signing;

**“End User Profiling”** shall mean computer generated and automated profiling based on *inter alia*, Age, Gender, Interest, Mobile Device, Mobile Provider, Game Interaction Data, Entry and Exit Mechanisms, and Location but excluding Personally Identifiable information unless otherwise agreed to by the End User through an Opt-In selection;

**“End User”** means the individual engaging or interacting through the utilisation of the URUP Software Platform during a Journey or Campaign, including but not limited to Client’s customers, employees, consumers and/or audiences of the Client of the Service Provider; it being recorded that under certain circumstances the Service Provider and/or Client may also be an End User;

**“Ending Date”** means subject to a Contract Period, the last day of the Final Journey as indicated on the completed Service Level Agreement;

**“Engagement”** means the action of an End User by pressing on the engagement link on a Campaign web page or Journey;

**“Go-Live”** means the date and time a Campaign is launched and open for participation;

**“Interaction”** means the action of an End User clicking the start button on the design page, thereby starting an engagement using the URUP Software Platform and shall mean a single Journey by the End User

**“Journey Report”** means basic system generated reporting based on the Client Objectives and Campaign Engagements;

**“Journey”** means a combination of URUP interactive Software mechanics having an End User entry point and exit point and which is loaded by a Service Provider or Distributor on behalf of a Client using the URUP Software Administration Portal;

**“Objectives”** means the outcomes required by the Service, through utilising the Product and Services associated with the Campaign;

**“Opt-In”** means the action of an End User and/or Client who agrees to share personally identifiable data in any actions and interactions through the URUP Software Platform;

**“Parties”** contingent to a governing Agreement or in relation to any other Agreement in respect of the Software, Product or Service, means the Software Owners and a Distributor or Ad Agency or a Service Provider and either the Client, and or End User;

**“EU GDPR”** means The EUROPEAN UNION (EU) General Data Protection Regulation 2016/679 alternatively similar legislation in a country or territory where the URUP Software will be utilised or accessed by End Users, including any regulations and codes of conduct issued in terms thereof;

**“Product”** means the use of any component of the URUP Software Platform including but not limited to URUP Cards, Smart-links, Dashboards, Training Journeys, Communication Journeys, Marketing Journeys, and any combination of components;

**“Rate Card”** means the most recent URUP published, territory specific rate for various services, revised by URUP from time to time;

**“Service Provider”** means URUP or any legal entity authorized by a Distributor License Agreement or Agency Sales Agreement with URUP to provide services utilizing the URUP Software Platform, whether directly or on behalf of Clients;.

**“Software Owner”** Means Navotron (Pty) Ltd trading as URUP.com a company duly registered in South Africa with registration number (2012/136127/07).

**“Services”** shall mean work and services performed by a Service Provider for direct or indirect benefit of a Client electing to utilise the URUP Software Platform, Product and/or Services;

**“Signature Date”** means the date on which any Agreement is signed by the Party signing last in time;

**“Smart-Links”** means the URUP Software Platform Offering enabling users to create accessibility portals to host a variety of content including Video, Documents, Journeys, Dashboards and other related content.

**“URUP Property Rights”** means the Navotron (Pty) Ltd or the URUP International Limited intellectual property, URUP trademarks and all vested and future intellectual property rights in and to any content displayed by or accessed through the URUP Software and to the URUP Products, including but not limited to, goodwill, reputation, rights in confidential information,

copyright trademarks, logos, services marks devices, plants, models, diagrams specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights and any applications or registrations for the protection of these rights and renewals and extensions thereof existing in any part of the world whether now known or in the future;

**“URUP Software Platform”** means web based Software components and Services used as a cloud based platform for any URUP Software Platform interaction, (including but not limited to improvements, upgrades, maintenance, modification or corrections thereto) and associated product and sales training manuals, if any, together with any other documentation supplied for use by the Software Owner ;

**“URUP”** in relation to services provided in South Africa and/or Australia means Navotron (Pty) Limited trading as URUP or URUP.com, and for services provided in the United States of America and United States Territories shall mean URUP Licensing LLC, and for services provided in any other country shall mean URUP International Limited;

## 1. WEBSITE AND SOFTWARE TERMS AND CONDITIONS

- 1.1. These Terms and Conditions (“Terms”) govern your use of our Software, Product and Website (“Website”) located at [www.urup.com](http://www.urup.com) and any derivatives thereof and shall regulate any Agreement , between URUP and a Service Provider, between a Service Provider and a Client, between URUP and an End User relating to the Software, Product and/or Services.
- 1.2. By accessing the Website and using the Software, you agree to be bound by and adhere to the Terms and Conditions set out in this notice.
- 1.3. The use of this Website or Software is limited to persons over the age of 18 (eighteen) years old. By continuing to use the Website or the Software you confirm that you are over the age of 18 (eighteen) years and acknowledge that any prize that you may receive as a result of your use of the Website or the Software, will be conditional upon the fact that you are over the age of 18 (eighteen) years old.
- 1.4. By accessing the Website and using the Software, you agree to be bound by and adhere to all applicable legislation, including all legislation specifically aimed at protecting the privacy of the End Users.
- 1.5. If you do not want to be bound by these Terms, you may not access, display, use, download, or otherwise copy or distribute any content contained on the Website or obtained through the Software, Product and/or Services.
- 1.6. If you are a minor (less than 18 years old), you may only make use of the Website and the Software with the express permission of your parent, guardian or other competent person, despite this, some areas of the Website and the Software may still be unavailable to you.
- 1.7. URUP retains ownership of telemetry and analytical data collected via the use of the Software platforms with the exception of End User personally identifiable data which is always considered to have its ownership remain with the End User originator.
- 1.8. Every person or entity who engages the services of URUP through either the Website or the Software, *with the specific exception of using the URUP Software for Training* hereby grants URUP the right to use any non-personally identifiable information obtained from that party, through a Campaign or otherwise, as case studies and shall specify whether its name, brand or any other information through which it might be identified may be used.
- 1.9. You confirm that you have read and understand our Privacy Policy and Data Protection Policy and agree to the terms set out therein. Our Privacy Policy and Data Protection Policy can be accessed [here](#)

## 2. SOFTWARE LICENSE OWNER DETAILS

- 2.1. We are:
- 2.2. URUP INTERNATIONAL LIMITED, a private limited liability company, duly registered in accordance with the laws of the Republic of Mauritius.
- 2.3. Registration number: 134539 C1/GBL.
  - 2.3.1.1. Physical Address: C/o ADANSONIA MANAGEMENT SERVICES LIMITED, Suite 1, PERRIERI OFFICE SUITES, C2-302, Level 3, Office Block C, La Croisette, Grand Baie, 30517, REPUBLIC OF MAURITIUS.
- 2.4. Contact number: +230 5255 9415.
- 2.5. Website: [www.URUP.com](http://www.URUP.com).
- 2.6. Email address: [uiladmin@urup.com](mailto:uiladmin@urup.com).
- 2.7. Our main business is the provision of software platforms that encourage consumer engagement with products, services and brands of Clients through competitive gaming and training mechanisms.
- 2.8. Legal queries can be addressed to [eulegal@urup.com](mailto:eulegal@urup.com).
- 2.9. We will accept legal service at the company's physical address, marked for the attention of the legal department.

## 3. UPDATING OF THESE TERMS

- 3.1. As the Software Owners may at any time and during any Contract Period update these Terms at our own discretion and when we choose or need to and hereby reserve the right to do so.
- 3.2. Updates to these Terms will become effective when the updates are posted to this Website or published through the Software or other governing agreements.
- 3.3. When we make a material change to the Terms, we will post a notice on the Website to notify you of the change.
- 3.4. It remains your responsibility to ensure that you are aware of the Terms and that you are aware of the obligations and responsibilities it imposes on you.

#### 4. SERVICES

- 4.1. Services offered through this Website or Software are strictly on an “as is” basis.
- 4.2. Your purchase of the Service provides you with a limited right to usage of the Software and does not provide you rights to or ownership in the Software itself.

#### 5. COMPLAINTS AND DISPUTES

- 5.1. You may refer any complaints against a Service Provider to us directly.
- 5.2. If you have a complaint or if you are experiencing an issue with our Service, our Website or our Software, contact us via the “Contact us” ([uiladminurup.com](mailto:uiladminurup.com)) service of the Website ([www.urup.com](http://www.urup.com)) and we will attempt to resolve your complaint or issue.
- 5.3. URUP’s Data Protection Representative in the European Union is:  
  
DPR Group which is a trading name of Data Protection Representative Limited, a company registered in the Republic of Ireland with registered number 616588 whose registered address is 1-2 Marino Mart, Fairview, Dublin 3, Ireland.
- 5.4. If you have previously registered as a user on the [urup.com](http://urup.com) website you may access and modify or delete your personal information on the website in terms of 15.11 below.
- 5.5. If you need assistance to modify or delete your personal information previously given to [urup.com](http://urup.com) please email [uiladmin@urup.com](mailto:uiladmin@urup.com).
- 5.6. If you are still concerned about the privacy or accuracy of your previously shared data please email URUP’s Data Protection Representative (DPR Group) at [timbell@dpr.eu.com](mailto:timbell@dpr.eu.com).
- 5.7. If we are not able to resolve the complaint to your satisfaction, the following processes must be followed prior to legal proceedings being instituted:
- 5.8. The complaint must be referred for mediation and failing a successful mediation, the complaint must be referred to arbitration.
- 5.9. Mediation:  
  
The mediator must be a member of the legal profession and will be appointed by agreement between us.
- 5.10. If we cannot agree on a mediator, we will request the DPR Group to appoint a mediator for us. The Chairman must appoint the mediator within five (5) days of us making such a request.
- 5.11. The mediation will be conducted remotely using an internet meeting application.



- 5.12 The mediator may apply such principles of law, equity or commercial expediency as he or she may deem fit.
- 5.13 Arbitration:
- 5.14 The arbitrator must be a member of the legal profession and will be appointed by agreement between us.
- 5.15 If we cannot agree on an arbitrator, we will request the DPR Group to appoint an arbitrator for us. The DPR Group must appoint the arbitrator within five (5) days of us making such a request.
- 5.16 The arbitration will be determined in accordance with the rules of the Arbitration Foundation of Southern Africa and all meetings will be conducted remotely using an internet meeting application.
- 5.17 You consent to the jurisdiction of the High Court of Mauritius, should any award made by the arbitrator need to be made an order of Court.
- 5.18 Notwithstanding the mediation and arbitration processes in the case of a dispute, either of us may apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.

## **6 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

- 6.8 Proprietary works and/or compilations of proprietary works ("Content") displayed on the Website and in the Software, whether provided by us, our affiliates or subsidiaries or any other third party ("Owner"), is the property of the respective owner.
- 6.9 The Content is protected by international copyright laws.
- 6.10 All rights in and to the Content is reserved and retained by the Owner.
- 6.11 Except if specified in these Terms or any governing agreements and annexures, you are not granted a license or any other right including copyright, trademark, patent or other intellectual property rights in or to the Content.
- 6.12 All intellectual property rights, including all copyright, patents, trademarks, service marks, trade names, designs (including the "look and feel" and other visual or non-literal elements), all vested and future intellectual property rights, whether registered or unregistered), inventions, confidential information, logos, on the Website or in the Software, information contained in or accessed on the Website or in the Software, in any database operated by us, including our data and processes, all the Website design, text and graphics, software, photos, video, music, sound, and their selection and arrangement, all software compilations, underlying source and object code and software (including applets and scripts), shall remain our property (or that of our licensors or the lawful Owner). You may not and will not attempt to obtain any title or right to

any such intellectual property rights and your use of the Website or the Software does not confer any such right or title on you.

- 6.13 None of the items listed in 6.5 above may be reproduced, redistributed, copied, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, sold, rented, sub-licensed, used to create derivative works, or in any way exploited without our prior written permission.
- 6.14 You may retrieve and display the content of the Website or Software on a computer screen, tablet or mobile phone, provided you keep intact all and any copyright and proprietary notices. You may not reproduce, modify, copy or distribute or use any of the materials or content on the Website or in the Software for commercial purposes without our prior written permission.
- 6.15 All rights (including goodwill and trade marks) in the "URUP" name or any derivative thereof are owned by us or our licensors. Other product and brand names mentioned on the Website and in the Software are the trademarks or registered trademarks of their respective owners.
- 6.16 Title, ownership rights and intellectual property rights in and to the content accessed using the Website or the Software is the property of the applicable Content Owner or Supplier and/or Advertiser and may be protected by applicable copyright or other law. You have no rights to such content.
- 6.17 The authors of the literary and artistic works on the Website and in the Software have asserted their moral rights to be identified as the author of those works.
- 6.11 Any person who displays or provides their Content to us to display on our Website or through our Software warrants that they are the Owner of the Content or that they have the right to use the Content.

## **6. INDIVIDUAL END USERS SUBMISSION OF MATERIAL, IDEAS OR COMMENT**

- 6.18 Any material an individual End User transmits, posts or submits specifically to the Software Owners on the Software Owners Website or via a Software Owner operated Collection point, other than its personal information, will be treated as non-confidential and non-proprietary, alternatively the individual End User grants URUP a royalty-free, perpetual, irrevocable, non-exclusive right to use, copy, modify, adapt, translate, publish and distribute world-wide any such material.
- 6.19 All comments, suggestions, ideas, notes, drawings, concepts or other information the individual End User discloses to or offers to the Software Owners on its own or as a result of a request by the Software Owner through the Website or the Software ("Ideas"), will be deemed to belong to the Software Owner and will remain our property.
- 6.20 The individual End User hereby assigns all intellectual property rights in the Ideas referred to in this Section 7, to the Software Owner.

- 6.21 The individual End User understands and acknowledges that the Software Owners have both internal resources and other external resources which may have developed or may in the future develop identical or similar Ideas and that the Software Owners and URUP are only willing to consider Ideas on these terms.
- 6.22 The Software Owners and URUP assume no obligation, express or implied by considering Ideas.
- 6.23 Without limitation, the Software Owner exclusively owns all current and future rights to the Ideas and will be entitled to unrestricted use of the Ideas for any purpose whatsoever, commercial or otherwise, without compensation to the individual End User.

## **7. SUBMISSION OF DATA OR MATERIAL BY END USERS ON CLIENT CAMPAIGNS**

- 8.1 All information, material, or data an individual End User voluntarily transmits, posts or submits to a Client of URUP whilst engaging with the Client's Campaign using the Software, shall be deemed to be the property of the Client to the extent permitted by relevant Privacy Laws.
- 8.2 All Client-provided material including but not limited to Client policies, logos, branding, images, and internal training material shall be proprietary to the Client. Both the content and results of Client internal training shall be Confidential Information and shall not be disclosed to anybody other than the Client and End User engaged in such training.

## **7 LIMITED RIGHTS TO GENERAL USERS**

- 7.8 We grant you, a non-exclusive, non-transferable, limited and revocable right to access, display and use the current and future Content for personal, non-commercial and information purposes only.
- 7.9 This Website, the Software and the Content may not be reproduced or exploited for any purpose without our prior written consent.
- 7.10 You are not allowed to collect product or service listings, descriptions or other information displayed on the Website or in the Software, and you are not allowed any derivative use of this Website, the Software or the Content therein.
- 7.11 Any unauthorised use of this this Website, the Software or the Content therein may result in legal proceedings being instituted against you or us preventing you from accessing our Website and our Software.
- 7.12 We and our affiliates or subsidiaries reserve the right to refuse service, terminate accounts and to remove or edit Content at our sole discretion.

## **8. CLIENT CHARGES AND PAYMENT TERMS**

- 8.1. The Service Provider shall deliver the Product and Services in accordance with these Terms and in accordance with any terms and conditions contained in any valid Agreement between it and the Client, whatever the case may be.
- 8.2. The payment of any Campaign Fee or any other payment due in respect of the Product and Services shall be due irrespective of whether or not the Client utilises the Product and Services during the Contract Period as stipulated in any other governing Agreement.

## **9. APPLICABLE LAWS**

- 9.1. These Terms are governed by the laws of the Republic of Mauritius.
- 9.2. If any of the provisions of these Terms are found by a competent Court to be invalid or unenforceable, that provision will be severable from the rest of these Terms or if possible, be enforced to the maximum extent permissible so as to give effect to the intent of these Terms, but the remainder of these Terms will continue in full force.

## **10. LIMITATION OF LIABILITY**

- 10.1. The Website, the Content and the Software is provided on an "as is" basis.
- 10.2. URUP does not place third party advertising in any Client Campaign however Clients may market products, services and or engage in training or communication through consumer interaction in their own Campaigns and, as a result, provide services, advertise, sell items or provide training to End Users on or through our Software.
- 10.3. Service Providers, on request by Clients, may publish links to the sites of Client-affiliated companies and certain other businesses or services through Client Campaigns using our Software.
- 10.4. We do not examine or evaluate the offerings, products, services, brands, training or communication of third parties ("Offerings").
- 10.5. We do not warrant the Offerings of any of the third parties.
- 10.6. In the event that a prize is offered by a third party, based on participation in the Client Campaign provided through the URUP Software Platform, the third party will award the prize based solely on the data or results on the Leader Board.
- 10.7. We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that:
- 10.8. End User entry or participation in the Campaign will necessarily result in winning a prize;

- 10.9. a prize, or any aspect thereof, will meet any End User's requirements, preferences, standards or expectations; or
- 10.10. a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
- 10.11. We do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any mobile network, system, server, provider, software not owned and operated by the Software Owner or otherwise which may result in any data or result being lost or not properly received, registered or recorded or not being received, on or before the closing time of the relevant Campaign period.
- 10.12. The third party offering the prize as part of the Campaign, will contact an End User to arrange the collection thereof. It is the responsibility of the End User to collect the prize at the time and date arranged with the third party supplier of the prize. All correspondence regarding the prize must be directed to the third party responsible for the Campaign and we will not be responsible for any further correspondence, harm, damage, loss or claim relating to the provision of any element of the prize.
- 10.13. We, our suppliers, employees, affiliates, agents, third party information providers, merchants, licensors, holding companies or subsidiaries assume no responsibility for and cannot be held liable for any direct or indirect damage, loss or liability of any nature incurred by any person as a result of their use of or access to:
- 10.13.1. our Website;
- 10.13.2. the Content;
- 10.13.3. the Software; or
- 10.13.4. the offerings, products, services or brands of third parties.
- 10.14. We make no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party Content.
- 10.15. We are not responsible if any network or service experiences problems or outages and results in the inability to access the Website or the Software. These problems may include, but are not limited to, all network infrastructure and links, poor internet connection, failure of an internet connection, internet service errors, denial-of-service attacks, firewall services managed by external parties, failure of mobile networks, etc.
- 10.16. You should carefully review the Terms and Conditions as provided by the relevant third party as well as their security and privacy policies as they may differ from these Terms and Conditions.
- 10.17. If you decide to access any of the third-party websites linked to on the Website or through the Software, you do so entirely at your own risk.

- 10.18. The Website and Software only functions on certain hardware. In limited cases, older technology and/or screen configurations or sizes (as an example, small “wide” screens) prevents optimal use of the Website and Software. We have no control over devices used to access the Website and Software and cannot be held liable for the failure of such older or untested devices to access the Website or Software.

## **11. ASSIGNMENT**

- 11.1. Navotron (Pty) Limited reserves the right to assign as a whole or part of their interest and benefits in terms of any governing Agreement between the Parties.
- 11.2. A Service Provider and Client’s interest and rights in respect of any governing documents and Agreement/s shall be personal and may not be assigned, subcontracted, licensed, changed or otherwise dealt or disposed of in terms of any Agreement, without prior written consent of URUP, which consent shall not be unreasonably withheld.

## 12. INDEMNITY

- 12.1. Neither the Software Owners, nor URUP, its employees, agents, affiliates, third party information providers or merchants or the like, warrant that access to the URUP Software Platform will not be interrupted as a result of the nature of technology, internet connection, power outages, server infrastructure failure, cellular phone coverage or any other triggering factors and the Service Provider and or the Client and or the End User hereby indemnifies the Software Owner and URUP against any loss or damage which may be caused as a result of the aforementioned occurrences.
- 12.2. The Software Owner and URUP accept no liability for any loss or damage to the property or equipment of the Service Provider and or Client and or End User arising out of the provision, installation or maintenance of the Software or access to the Software or as a result of a Campaign.
- 12.3. The Software Owner and URUP will not be liable for any loss or damage, interruption of business, or any indirect, special, incidental or consequential damages of any kind (including loss of profits) regardless of the form of action, whether in contract, delict or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of the URUP Software Platform, products or Services by the Service Provider and/or Client and or End User.
- 12.4. The Software Owner and URUP will further not be liable for any loss or damage or any indirect, special or incidental or consequential damages of any kind, regardless of the form of action, whether in contract, delict or otherwise as a result of the reporting information and Data provided by the Service Provider and/or URUP and further resulting from any decisions or actions which the Client or Service Provider makes as a result of the “reports” and/or reporting information.
- 12.5. The Software Owner and/or URUP shall not be liable for any third party claims which may arise against the Service Provider or Client or End User as a result of the Services and Product provided in terms of any governing Agreement regulated by these Terms, and the Software Owner and URUP are hereby held harmless against any such damages suffered by either the Service Provider or Client or End User.

### 13. PROHIBITED ACTIVITIES

In addition to restrictions specifically outlined in these Terms, you may not:

- 13.1. Use the URUP Website or the URUP Software Platform for any purpose that is illegal, unauthorised, unethical, amoral, beyond the scope of their intended use, prohibited by us in any way or in a manner that we do not wish to be associated with.
- 13.2. Engage in, encourage, or promote any activity that violates our Terms and Conditions or the legal statutes and regulations of the country where the Software is to be engaged.
- 13.3. Use the Website or Software in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the URUP Website or Software.
- 13.4. Circumvent in any way the normal and intended operation of the URUP Software Platform , in order to give yourself an unfair advantage over other End Users, irrespective of whether your attempts are successful or not.
- 13.5. Use the Website or the Software in a way that could damage, disable, overburden or impair the functioning of the Website or the Software in any manner.
- 13.6. Compromise the security of the Website or the Software.
- 13.7. Send any unsolicited or unauthorised advertising, spam, solicitations or promotional materials.
- 13.8. Use any robot, spider, crawler, scraper or other automated means or interface not provided by the Software Owners to access or to extract data from the Website or the Software.
- 13.9. Reverse engineer any aspect of the Website or Software or do anything that might discover source code or bypass or circumvent measures, including our content filtering techniques, employed to prevent or limit access to any area, content or code of the Website or Software.
- 13.10. Attempt to access areas/features of the Website or Software that you are not authorised to access.
- 13.11. Use or attempt to use another End User's account, personal information or data.
- 13.12. Violate the privacy or data protection rights of others.
- 13.13. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- 13.14. Attempt to indicate in any manner that you have a relationship or association with URUP or that URUP and or the Software Owners have endorsed you or any products or services without prior written consent of URUP and or the Software Owners to do so.



- 13.15. Infringe on our or any other party's patent, trademark, trade secret, copyright or other intellectual or proprietary rights and you indemnify URUP and or the Software Owners from unauthorised use of any copyright material loaded on the Website or Software.
- 13.16. Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to the use of the Website or the Software other than in terms of a formal agreement with us.
- 13.17. Develop any third-party applications that interact with the URUP Website or Software without prior written consent of the Software Owners.

#### **14. TERMINATION**

- 14.1. If a Service Provider, Client, End User or any associated employee, contractor or other connected party violates these Terms in any manner or creates a risk or possible legal exposure for URUP and or the Software Owners , the Software Owner can terminate access to the Website and Software in part or completely and URUP and or the Software Owners may hold such person or party liable for any loss or damage suffered as a result of the violation of these Terms.
- 14.2. If there is any payment owing to URUP or a Service Provider, URUP and or the Software Owners may terminate access to the Website and Software by such debtor until such time as the account has been settled in full.
- 14.3. If URUP and or the Software Owners intend to terminate access to the Website and Software, URUP will notify the party referred to in 16.1 by email or at the next attempt to access the Website or Software.
- 14.4. End Users may request URUP to delete their personally identifiable information at any time and subject to 16.5 URUP will remove or irretrievably anonymize such personal information as soon as reasonably possible.
- 14.5. URUP does retain personal information from closed accounts for the following purposes, to:
  - 14.5.1. comply with relevant laws;
  - 14.5.2. prevent fraud;
  - 14.5.3. collect any monies owed to URUP or third parties;
  - 14.5.4. resolve disputes;
  - 14.5.5. troubleshoot problems;
  - 14.5.6. assist with any investigations;
  - 14.5.7. enforce our Terms and Conditions; and

14.5.8. take other actions otherwise permitted by law.

14.6. Any of the URUP.com Terms which confer rights upon URUP and or the Software Owners shall, to the extent applicable, stay in full force and effect despite the termination or cancellation of an applicable Agreement.

These Terms were updated on Friday, 14 June 2019.