



General

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These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

We reserve the right to refuse service to any person for any reason, at our sole discretion. In addition, at our sole discretion, we may suspend or terminate your access to the Website for any reason. We will not be liable for any decision to suspend, terminate or refuse service under any circumstances.

Visitors to the Website and Submission of Information

You can visit the public sections of this Website without identifying yourself or providing Personal Information (as defined in our Privacy Notice). But there are some areas of the Website which may collect Personal Information from you. Any information provided through the Website is governed by our Privacy Notice, and/or the relevant notices provided to you on the particular submission page on the Website.

In addition, please review Devmco’s Cookie Policy to understand the Website’s use of cookies and related technology used to track website traffic.

Fees

We reserve the right, at any time, to change any fees or charges for using any services provided on the Website (or to begin charging fees for any free service), provided that such changes will not apply to fees or charges paid prior to the time of the change. We currently charge subscription fees for some features, although free accounts are provided at our discretion. We

will charge you sales tax along with your order, based on your billing address. In addition, you will be responsible for all other taxes, levies, duties or similar charges, only excluding taxes based on our income.

Accounts

In order to access some features of the Website, you will have to create a login account. When creating your login account, you represent and warrant to us that the information you provide is accurate and complete in all respects. All registrations must be made by you, personally. Accounts registered by “bots” or other automated methods are not permitted under any circumstances. You may never use another’s login account without permission and may not permit anyone else to use your login account. **Single login accounts shared by multiple persons are not permitted under any circumstances.**

You agree that you will be solely responsible for all activity that occurs on your account, whether or not authorized by you. Accordingly, it is extremely important that you engage in activity consistent with all laws, including, but not limited to, data privacy laws and regulations. Further, you are obligated to keep your password secure and you agree to notify us immediately in the event you become aware of, or suspect, any breach of security or unauthorized use of your account.

Restricted Uses

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software);
- To impersonate or attempt to impersonate Devmco, a Devmco employee, another authorized user, or any other person or entity;
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Devmco or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Website;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;

- Decompile, reverse engineer, disassemble, or unlawfully use or reproduce any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information contained in the Website;
- Modify, move, add to, delete, or otherwise tamper with the information contained in the Website;
- Conduct any systematic or automated data collection activities on or in relation to the Website;
- Use the Website for any purposes related to marketing without our express written consent.

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IN NO EVENT SHALL WE BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR WEBSITES (HOWEVER ARISING) OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Indemnity

You agree to defend, indemnify and hold harmless us and our affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms and Conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any action taken by a third party on your behalf. This obligation will survive these Terms and Conditions and your use of the Website.

Miscellaneous

These Terms and Conditions shall be governed by the internal laws of the South Africa. These Terms and Conditions, together with the Privacy Notice and any other legal notices published by us on the Website or in other materials distributed in connection with our services, constitute the entire agreement between you and us concerning the Website and our services. If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

To the fullest extent permitted by applicable law, NO CLAIM UNDER THESE TERMS AND CONDITIONS SHALL BE JOINED TO ANY OTHER CLAIM, INCLUDING ANY CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE Website, AND NO CLASS ACTION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you be instituted more than three (3) years after the cause of action arose.

Most communications between us and you will be sent and received electronically. You agree that all agreements, notices, disclosures and other electronic communication exchanged between you and us shall satisfy any legal requirements that such communications be in writing.

Modification of the Terms and Conditions

We may, at our sole discretion, modify these Terms and Conditions or the incorporated Privacy Notice at any time. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. The provisions contained herein supersede all previous notices or statements regarding our Terms and Conditions or Privacy Notice that govern the use of this Website.

Your continued use of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

In addition, we may modify and/or temporarily or permanently discontinue all or any part of the Website at any time at our sole discretion, with or without notice, and will not be liable for any such action.

These Terms and Conditions were last modified as of 26/01/2022.