

PEEBEE TERMS AND CONDITIONS OF USE AND SERVICE

Peebee strives to make every user interaction a pleasure by ensuring that we fulfil our duties and obligations to every one of our valued users. In order to do so, we would like to take this opportunity to share with you our Terms and Conditions of Use and Service ("**Terms**"), where all users of Peebee can see the exact details of how we value professional transparency and ethical conduct in all of our operations.

Please see our distinct sections on Privacy, Intellectual Property, and Disclaimers & Indemnities.

If you would like to join the Peebee team as an Instructor, please contact info@peebee.app for further information and applicable terms and conditions.

Please pay specific attention to the BOLD paragraphs of the Peebee Terms. These paragraphs limit the risk or liability of Peebee, constitutes an assumption of risk or liability by you, imposes an obligation on you to indemnify Peebee or is an acknowledgement of any fact by you.

- Please read these Terms carefully before accessing or using the Application and/or Services.**
- These Terms govern the access and/or use by you, an individual, of applications, websites, content, products, and services (the "**Services**") made available by IBCG Innovations (Pty) Ltd (Registration No. 2018/218339/07 ("**Peebee**").
- The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Services or Application for any reason whatsoever. Accordingly, the terms "us", "our" or "we" used refers to Peebee or its possession.
- Not all terms are necessarily defined in order.
- These Terms were last updated on 1 August 2019.

1. INTRODUCTION

- 1.1. Your access and use of the Application and/or Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Peebee. If you do not agree to these Terms, you may not access or use the Application and/or Services.
- 1.2. These Terms expressly supersede prior agreements or arrangements with you. **Peebee may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time, for any reason**, with notice provided.
- 1.3. Supplemental terms may apply to certain Services, such as policies for a particular activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed incorporated into the Terms for the purpose of the Services.
- 1.4. Peebee may amend the Terms related to the Services from time to time. Amendments will be effective upon Peebee's posting of such updated Terms on this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.
- 1.5. Our collection and use of personal information in connection with the Services is as provided in Peebee's Privacy Policy provisions below. Peebee may provide to an Instructor any necessary information (including your contact information) to render aspects of the Services, or if there is a complaint, dispute or conflict which requires the information.

2. THE SERVICES

- 2.1. The Services constitute a technology platform that enables users of Peebee's mobile applications or websites provided as part of the Services (each, an/the "**Application**") to search for and order on-

demand exercise fitness, sport psychology, online learning and/or nutrition programmes (“**Programme/s**”), from independent third-party providers of such services, under agreement with Peebee or certain of Peebee’s affiliates (“**Instructor**”).

2.2. Unless otherwise agreed by Peebee in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.

3. RELATIONSHIP BETWEEN THE PARTIES

3.1. **YOU ACKNOWLEDGE AND AGREE THAT PEEBEE DOES NOT PROVIDE THE PROGRAMMES, AND THAT ALL SUCH PROGRAMMES ORDERED AND/OR PURCHASED VIA THE APPLICATION ARE PROVIDED BY INDEPENDENT THIRD-PARTY INSTRUCTORS WHO ARE NOT EMPLOYED BY PEEBEE OR ANY OF ITS AFFILIATES.**

3.2. If you make use of the Services, you do so entirely at your own risk and via private transaction with the Instructor, where Peebee is in no way involved other than as provided for in these Terms.

3.3. Peebee ensures that all Instructors adhere to a strict Code of Conduct and Ethics, which can be acquired here. **Notwithstanding this, Instructors are completely independent service providers who may have their own additional conditions of service. Please take care in understanding all applicable Instructor qualifications, requisite permit-holdings, policies and terms when using their services. Although Peebee carefully curates each Instructor’s standards and services prior to being placed on the Application, Peebee is not responsible for the qualifications or quality or standard of any service advertised or provided by an Instructor.**

3.4. Subject to your adherence to the Terms, Peebee grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained in the Application on any machine which you are the primary user. However, nothing contained on the Application should be construed as granting any licence or right to use any intellectual property without the prior written permission of Peebee.

3.5. The Services may be made available or accessed in connection with third party services and content (including advertising) that Peebee does not control.

3.5.1. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content.

3.5.2. Peebee does not endorse such third-party services and content and in no event shall Peebee be responsible or liable for any products or services of such third-party providers.

4. YOUR USE OF THE SERVICES AND WARRANTIES

4.1. In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“**Account**”).

4.2. By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to the Terms and to be liable and responsible for you and all of your obligations under the Terms.

4.3. You may not authorize third parties to use your Account unless they have your express permission, and you warrant as such.

4.4. Account registration requires you to submit to Peebee certain personal information, such as your name, physical/email address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner).

4.5. You agree to maintain accurate, complete, and up-to-date information in your Account.

4.6. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Peebee’s termination of these Terms with you.

4.7. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.

4.8. Unless otherwise permitted by Peebee in writing, you may only possess one Account.

4.9. You may not assign or otherwise transfer your Account to any other person or entity.

How To use the Services:

- 4.10. Trainers will make their availability for a particular Programme known on the Application where the user may then make a request with the Instructor for that specific Programme, which Peebee and/or its Instructor may or may not accept, which decision shall be relayed to the Account Holder via the Application. Whether or not Peebee and/or its Instructor accept an order depend on various factors, including but not limited to, the availability of the Instructor, the number of users in the Programme, and receipt of payment or payment authorisation by Peebee for the Programme ordered.
- 4.11. If a particular Programme is not advertised by any Instructor as available, the user may also request a Programme of a certain type or matching certain specifications, which an available Instructor may then find on the Application and make such a Programme available to the relevant requesting user.
- 4.12. After an order has been placed for a Programme, but prior to the Programme being performed by the Instructor at your nominated address, Peebee may reject an order or cancel a sale at any time due to:
- 4.12.1. the Instructor being unavailable to perform the Programme; and/or
- 4.12.2. any other reason in Peebee's sole discretion.
- 4.13. Where you have requested a Programme performed by an Instructor at your physical address as nominated on the Application and you have received confirmation of your purchase:
- 4.13.1. **the Instructor will endeavour to perform the Programme with you by the estimated delivery time specified, however, delivery times are not guaranteed and may be adjusted by us in our reasonable discretion. Events outside of the Instructor's control such as traffic, inclement weather conditions or [insert others] in relation to your order, may result in a delay of the delivery of the Programme, but the Instructor will continue with their effort to perform the Programme to you as soon as possible in the circumstances; and**
- 4.13.2. **the obligation to deliver the Programme is fulfilled when the Instructor performs the Programme at the physical address nominated by you. The Instructor is only responsible for the performance of the Programme to the delivery address. If the Instructor arrives at the physical address and you fail to be present, open the door or respond to its telephone calls within 10 (ten) minutes, the Instructor may leave the premises and you will remain liable for payment of all order charges.**
- 4.14. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, harass, abuse, cause nuisance, annoyance, inconvenience, or property damage, whether to Peebee, the Instructor or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.
- 4.15. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. **Peebee does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.**

5. PAYMENT

- 5.1. You understand that use of the Services will result in charges to you for the Services ("**PeeBee Fee**") and/or Programmes you receive from an Instructor ("**Instructor Fee**"), which together form the "**Charges**".
- 5.2. After you have ordered and before you have partaken in the Programme from the Instructor obtained through your use of the Services, Peebee will facilitate your payment of the applicable Instructor Fee on behalf of the Instructor as such Instructor's limited payment collection agent. Payment of the Instructor Fee in such manner shall be considered the same as payment made directly by you to the Instructor and will be inclusive of applicable taxes where required by law.

- 5.3. **The Peebee Fee paid by you is final and non-refundable with regard to Peebee, unless otherwise determined by Peebee in accordance with relevant applicable legislation.**
- 5.4. You retain the right to request a lower Instructor Fee from an Instructor for services received by you from such Instructor at the time you receive such services. Peebee will respond accordingly to any request from an Instructor to modify the Instructor Fee for a particular service with you.
- 5.5. All Charges are due immediately in advance of the date of the user's selected Programme and payment will be facilitated by Peebee using the preferred payment method designated in your Account, after which Peebee will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Peebee may, as the Instructor's limited payment collection agent, use a secondary payment method in your Account, if available, or recover the costs in another lawful method, including a civil claim against you.
- 5.6. Peebee is committed to providing secure online payment facilities. All payments of the Charges, are processed by our licenced providers Peach Payment via the Application, and are encrypted using secure socket layer technology (SSL) and stored with encryption.
- 5.7. When using Peach Payment, please take note that:
 - 5.7.1. The Application uses and stores payment information with Peach Payment, with registration number 2012/076633/07, as a licensed offsite third-party payment gateway to keep your banking details secure.
 - 5.7.2. Users must set up a Peach Payment Services (Pty) Ltd. account and will be bound to any applicable Peach Payment Services (Pty) Ltd. terms and conditions.
- 5.8. **As between you and Peebee, Peebee reserves the right to establish, remove and/or revise any Peebee Fee for any or all services obtained through the use of the Services at any time in Peebee's sole discretion.** Peebee will use reasonable efforts to inform you of all Charges that may apply, provided that you will be responsible for Charges incurred under your Account.
- 5.9. Peebee may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.
- 5.10. You may contact us via email at accounts@peebee.app to obtain a full record of your payment for any transaction conducted via the Services.

6. CANCELLATIONS AND REFUNDS

- 6.1. Once a user books a Programme, confirmation of same will only be provided to the user after payment of the relevant Charges is made in full.
- 6.2. If an Instructor does not arrive at all to the booked Programme as required, the user needs to register a complaint with Peebee using the prompted methods on the Application, or by emailing info@peebee.app within 48 (forty-eight) hours of the booked Programme. If these steps are completed correctly, the user will receive a full refund of the Instructor Fee and an apology from the relevant Instructor.
 - 6.2.1. If the user fails to register this required complaint within the required 48 (forty-eight) hours, then the Programme is assumed to have happened and no refund will be issued.
- 6.3. If a user fails to arrive for a Programme as booked, or fails to cancel a Programme within 24 (twenty-four) hours of the booked Programme time, the user will be charged in full for the Programme and will not be entitled to any refund.
- 6.4. If member cancels before 24 hours prior then there is a full refund less 10% cancellation fee

7. GENERAL USER RESPONSIBILITIES AND WARRANTIES

- 7.1. By using the Application and/or the Services, you warrant that:
 - 7.1.1. you have read and agreed to these Terms and will use the Application in accordance with them;
 - 7.1.2. you have not made any misrepresentations and the information provided in the registration process is true, accurate and complete;

- 7.1.3. you will not post, upload, replicate or transmit any abusive content on an Application that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Services;
- 7.1.4. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Application including but not limited to uploading or making available files containing corrupt data or viruses via whatever means, or deface, alter or interfere with the front end 'look and feel' of the Application or the underlying software code;
- 7.1.5. you will not infringe any third party or the Application's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute; and/or
- 7.1.6. facilitate or assist any third party to do any of the above.

8. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 8.1. Data messages, including e-mail messages, sent by you to Peebee will be considered to be received only when acknowledged or responded to.
- 8.2. Data messages sent by Peebee to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 8.3. Peebee reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such e-mail or data message where necessary.
- 8.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Peebee is therefore not responsible for the accuracy of any message sent by e-mail or the Application over the internet, whether from Peebee to a user or from a user to Peebee.

9. HYPERLINKS, DEEP LINKS, FRAMING

- 9.1. The Application may include links to other internet sites ("**the other sites**"). Peebee does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 9.2. Peebee does not purport to own the content on other sites which may be shown on the Application. Should the owner of any content showcased on the Application want the content to be removed, please write to info@peebee.app and Peebee will engage you on the removal of the content.

10. ADVERTISING AND SPONSORSHIP

- 10.1. The Application may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Application complies with all applicable laws and regulations.
- 10.2. Peebee, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

11. INTELLECTUAL PROPERTY PROTECTION

- 11.1. All material, information, data, software, icons, text, graphics, lay-outs, user-interfaces, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organisation and layout of the Application) together with the underlying software code and everything submitted by you to the Application and Peebee in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Peebee, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 11.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Application and related to the Services are expressly reserved. You may not copy, download, print,

modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, content, graphics or other material on the Application or the underlying software code whether in whole or in part, without the written consent of Peebee first being granted, which consent may be refused at the discretion of Peebee. No modification of any intellectual property or content or graphics is permitted.

- 11.3. **Peebee reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Application, or to suspend or terminate the Application and/or Services, at any time without notice; provided that any transaction already concluded through the Application will not be affected by such suspension or termination, as the case may be.**
- 11.4. Where any of the Application's or Services' intellectual property has been licensed to Peebee or belongs to any third party, other than that which has been submitted by a user to the Application in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.
- 11.5. Any enquiries regarding any of the above relating to intellectual property must be directed to Peebee at info@peebee.app.

12. PRIVACY AND PERSONAL INFORMATION

- 12.1. We respect your privacy and your personal information, and will take reasonable measures to protect it, as more fully detailed below.

The personal information we process:

- 12.2. Should you decide to register with or function as a user on an Application or for the Services, Peebee may collect, collate, process, and use the following types of information about you when you use the Application ("**personal information**"):
 - 12.2.1. **Information provided by the user.** Peebee collects personal information (that is information about the user that is personally identifiable like the user's name, physical/e-mail address, age, geo-location, gender, e-mail address, phone number(s) and other unique information such as user IDs and passwords, banking/accounting information, product and service preferences and contact preferences that are not otherwise publicly available); and
 - 12.2.2. **Information that is collected automatically.** Peebee receives and stores information which is transmitted automatically from the user's device when the user browses the internet or uses an Application. This information includes information from cookies (which are described in clause 12.14 below), the user's Internet Protocol ("**IP**") address, browser type, web beacons, geo-location information, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to the Application such as your browser type and language, access times, and the address from which you arrived at the Application.
- 12.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update it. Peebee is however under no obligation to ensure that your personal information or other information supplied by you is correct.
- 12.4. **You warrant that the personal information disclosed to Peebee, an Instructor or the Application is directly from you as the user of the Application or in connection to the Services.**
- 12.5. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

Who we disclose your personal information to:

- 12.6. Any processing of your personal information will be reservedly for our legitimate business purposes and as a necessary function of your engagement with the Application and/or the Services, and you have expressly consented to this, but we will not, without your express consent:
 - 12.6.1. use your personal information for any purpose other than as set out below:
 - 12.6.1.1. to contact you regarding current or new information, products or Services or any other service offered by us or any of our divisions and/or partners (unless you have

- opted out from receiving marketing material from us, possible through the correspondence sent to you);
- 12.6.1.2. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through the correspondence sent to you); and
 - 12.6.1.3. to improve our Services selection and your experience on the Application by, for example, monitoring your browsing habits, or tracking your orders on the Application; or
- 12.6.2. disclose your personal information to any third party other than as set out below:
- 12.6.2.1. to our employees and/or Instructors who assist us to interact with you via our Applications, e-mail or any other method, for the ordering of their services, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
 - 12.6.2.2. to our divisions and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new product or Services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us, possible through same correspondence with us);
 - 12.6.2.3. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Terms; and
 - 12.6.2.4. to our service providers or Instructors (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us, not for their own benefit and under the same standards as how we operate.
- 12.7. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment or online criminal behaviour, Peebee is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

How we treat your personal information and your rights thereto:

- 12.8. We will ensure that all of our employees, Instructors, divisions and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than Peebee's in relation to your personal information.
- 12.9. We will:
- 12.9.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
 - 12.9.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - 12.9.3. provide you with reasonable access to your personal information to view and/or update personal details;
 - 12.9.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

- 12.9.5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
- 12.9.6. upon your request, promptly correct, return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged or entitled to retain (acknowledging that some Application functionality might be lost if certain personal information is amended or destroyed).
- 12.10. We will not retain your personal information for longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 12.11. Peebee undertakes never to sell or make your personal information available to any third party other than as provided for in these Terms.
- 12.12. Whilst we will do all things reasonably necessary to protect your rights of privacy, **we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.**
- 12.13. If you disclose your personal information to a third party, such as an entity which operates a website linked to an Application or anyone other than Peebee, Peebee **shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to any third party.** This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.
- 12.14. This Application may make use of “cookies” to automatically collect information and data through the standard operation of the internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on an Application, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Application will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of these Terms.
- 12.15. You are entitled to request access to any of your relevant personal data held by Peebee and where such access is necessary for you to exercise and/or protect any of your rights. For any personal data held by any third party, the user must approach that party for the realisation of the user’s personal data rights with them, and not with Peebee, but Peebee will assist you wherever possible.

13. DISCLAIMERS AND WARRANTIES

- 13.1. **The Application, including any intellectual property appearing therein, is provided "as is" and "as available". Peebee makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Applications or the information contained in it.**
- 13.2. **All information or opinions of users made available on the Application in relation to any of the Services are those of the authors and not Peebee. While Peebee makes every reasonable effort to present such information accurately and reliably on an Application, Peebee does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Application.**
- 13.3. **PEEBEE, ITS SHAREHOLDERS, EMPLOYEES AND PARTNERS, ACCEPT NO LIABILITY WHATSOEVER FOR ANY LOSS, INJURY OR DEATH, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR ARISING FROM INFORMATION MADE AVAILABLE ON (OR BY MEANS OF) THE APPLICATION AND/OR TRANSACTIONS OR ACTIONS RESULTING THEREFROM, INCLUDING THE REPRESENTATION OF ANY FITNESS VALUE OF PARTICULAR PROGRAMME AND/OR INSTRUCTOR OFFERED VIA THE APPLICATION.**

- 13.4. **PEEBEE, ITS SHAREHOLDERS, EMPLOYEES, PARTNERS AND AFFILIATES, ACCEPT NO LIABILITY WHATSOEVER FOR ANY COSTS, EXPENSES, FINES OR DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT OR INDIRECT LOSS OR DAMAGES, INCLUDING ANY ECONOMIC LOSS, CONSEQUENTIAL LOSS, LOSS OF PROFITS OR ANY FORM OF PUNITIVE DAMAGES, AND/OR INJURY OR DEATH RESULTING FROM THE FACILITATION AND OFFERING OF THE SERVICES, AND ACCESS TO, OR USE OF, THE APPLICATION IN ANY MANNER.**
- 13.5. Peebee takes reasonable security measures to ensure the safety and integrity of the Application and to exclude viruses, unlawful monitoring and/or access from the Application. However, Peebee does not warrant or represent that your access to the Application will be uninterrupted or error free or that any information, data, content, software or other material accessible through an Application will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Application remains solely at the user's own risk and the user should take their own precautions accordingly.

14. INDEMNITIES

- 14.1. **Peebee relies on information supplied to it by the Instructor relating to the Programmes made available on the Application, and Peebee accordingly bears no liability for any inaccuracies in such information supplied to it, including the representation of any fitness value, suitability or trait of a particular Programme offered via the Application.**
- 14.2. **You acknowledge that availability of all Programmes on offer may be limited. Peebee will take reasonable efforts to ensure that when Programmes are no longer available, offers thereof are discontinued on the Application. However, we cannot guarantee the availability of Programmes. When a Programme is no longer available after you have committed to a Programme, Peebee will notify you thereof and reject your order or cancel the order, in which event you will be entitled to a full refund of the Charges paid by you for such Programme.**
- 14.3. **You indemnify and hold harmless Peebee, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with your use of the Application or Services offered or ordered through the Application in any way, including the use of any Instructor Programme.**
- 14.4. **You agree to indemnify, defend and hold Peebee harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms.**
- 14.5.
- 14.6. **This clause will survive termination of this agreement.**

15. COMPANY INFORMATION

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| 15.1. Application owner: | IBCG Innovations (Pty) Ltd |
| 15.2. Legal Status: Peebee is a | Limited liability company |
| 15.3. Registration Number: | 2018/218339/07 |
| 15.4. Director: | C R Gahwiler |
| 15.5. E-mail address: | info@peebee.app |
| 15.6. Physical address: | 5 Denedal Avenue East, Tokia, Western Cape, 7945 |
| 15.7. Postal address: | 5 Denedal Avenue East, Tokia, Western Cape, 7945 |
| 15.8. Registered address: | 5 Denedal Avenue East, Tokia, Western Cape, 7945 |

16. DISPUTE RESOLUTION AND GOVERNING LAW

- 16.1. Your access and/or use of the Application, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.

- 16.2. Should any dispute, disagreement or claim arise between the parties concerning the use of the Application or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 16.3. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion between them to find a mutually beneficial solution.
- 16.4. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 16.5. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.

17. TERMINATION OF USE OF APPLICATION OR SERVICES

- 17.1. **In addition to the conditions provided for above, Peebee reserves the right to terminate and cancel your Account if you breach any of the Terms, or for any other reason provided that it will provide you with notice.**
- 17.2. If you wish to terminate the agreement with Peebee, you may do so by deregistering your Account with the Application and discontinuing the use of the Services.
- 17.3. The obligations and liabilities of the parties incurred prior to the termination date of the agreement shall survive the termination of this agreement for all purposes, including the payment of any Charges due and payable by you for the Services or for a Programme.
- 17.4. In the event of cancellation of your agreement with the Terms and with Peebee, Peebee will de-register your Account and remove you from the Application.

18. NOTICES AND SERVICE ADDRESS

- 18.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 18.1.1. in the case of Peebee, at admin@peebee.app; or
 - 18.1.2. in the case of the user, at the e-mail and addresses provided by the user to Peebee in the Account registration process.
- 18.2. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19. GENERAL

- 19.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.4 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 19.2. No indulgence, leniency or extension of time granted by Peebee shall constitute a waiver of any of Peebee's rights under these Terms and, accordingly, Peebee shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 19.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 19.4. The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 19.5. Should you have any complaints or queries, kindly address an e-mail to admin@peebee.app advising Peebee of same.

- 19.6. **In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Peebee in relation to the payment failure or breach and the rectification thereof.**
- 19.7. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 19.8. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto.