

## **Terms and Conditions for Users**

The following terms and conditions represent a legal agreement between you, the user and Biza Telecoms (Pty) Ltd. Accessing any pages on the Chomi site implies that you agree to the following terms and conditions of use of the Chomi site.

### **1. Definitions**

- 1.1. "you", "your", "yourself" and "user" refer to any individual visiting the Chomi mobile or web sites, or downloading the Chomi application;
- 1.2. "we", "us" and "our" refers to Biza Telecoms (Pty) Ltd;
- 1.3. "content" refers to software, games, information and other material such as functions on the sites, which may be made available for download;
- 1.4. "page" refers to pages set up by or for an organisation or company, including e.g. clubs, associations, brand owners and societies, or an individual end user who wants to promote a particular cause or topic.
- 1.5. "services" refers to all Chomi service offerings, such as internal messaging, and uploading of pictures, photos and video material;
- 1.6. "site" refers to the Chomi mobile, USSD and web sites, and the downloadable Chomi App.

### **2. Disclaimer**

- 2.1. Whilst every effort has been made by Biza Telecoms (Pty) Ltd, its suppliers of information and its affiliated companies, as well as any of their employees, to ensure the proper performance of the Chomi services, the accuracy of the information and the reliability of the data on the Chomi services, we do not guarantee the availability of the services, or the accuracy of the content and services offered.
- 2.2. In particular, we make no warranty that the content and services will meet your requirements, be uninterrupted, complete, timely, secure or error-free.
- 2.3. We are not responsible for links to other websites or mobile sites, and the inclusion of a link from this site to another site does not imply approval or endorsement of the content on third-party or online partner sites or services.
- 2.4. We take no responsibility for third party advertisements which are posted on the site, nor do we take any responsibility for the goods or services provided by advertisers. You access those sites and use their products and services solely at your own risk.

### **3. Indemnification**

- 3.1. The content and services are provided 'as is' and your use of the site, content and services are entirely at your own risk. You assume full responsibility for your use of the site and agree to indemnify us, our employees and representatives from any and all obligations, liabilities and claims resulting from your use of the services.
- 3.2. 3.2. Whilst every effort has been made to provide the service in the language of your choice, Biza Telecoms (Pty) Ltd does not take responsibility for any inconvenience caused by content that is not available in the language chosen by you. You accept that some of the content may not have been translated into the language of your choice, and when a translation does not exist, the default language for the service is English.

- 3.3. We assume no responsibility for any interruption, delay in operation or transmission, malfunction or other failure of services provided by third parties.
- 3.4. We are not responsible for any injury or damage to any person's mobile phone related to or resulting from use of the services, including downloading content.

#### **4. Use of Content and Services**

- 4.1. You must be at least eighteen (18) years of age and/or have permission from the bill payer to use the content and services provided on the site. If you are under 18 years of age, you are only allowed to participate if assisted by your legal guardian(s). By accessing this site you warrant that your use of these services does not violate any applicable law or regulation.
- 4.2. You must choose a user name and password. We reserve the right to change or terminate offensive user names. You will be responsible for maintaining the confidentiality of your user name and password, and for all activities on the site during your use of them.
- 4.3. You shall not use the services to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful. You shall not publish any material that contains sexually related text, photographs or other content, or content that is indecent, abusive or hateful.
- 4.4. We reserve the right to monitor and moderate content uploaded by you.
- 4.5. We further reserve the right to terminate any services rendered to you should we suspect that you are guilty of dishonourable conduct or if you are in breach of the terms and conditions of this site.
- 4.6. You shall not use the services for the transmission of 'junkmail', 'spam', or 'chain letters'.
- 4.7. The downloading and use of the services provided on the Chomi site are subject to the terms and conditions and by registering on the site, downloading the Chomi application and/or games, or participating in any activities on the site, you acknowledge that you have read and understood the terms and conditions.
- 4.8. You can close your account by unsubscribing from Chomi services.

#### **5. Payments**

- 5.1. When you access Chomi services on a subscription basis, you agree that you are authorising your network provider to deduct recurring payments at recurring intervals until the subscription to the services is terminated by you or by us.
- 5.2. To use the services, the network providers you use may charge additional fees, e.g. for an Internet connection, data costs or session charges for USSD. Those fees are in addition to any fees you pay us to access the services and we will not reimburse you for such fees.
- 5.3. Fees and charges will be deducted automatically. We may suspend your account if your network provider is not able to collect subscription fees for more than 3 (three) days. Suspension will result in a loss of access to and use of your account and its content.

#### **6. Creation and Use of Pages**

- 6.1. As an owner of Pages, you will be responsible for creating your own content, and publishing and maintaining your Pages.
- 6.2. We reserve the right to terminate offensive, sexually explicit, indecent, abusive or hateful Page names and their content.

- 6.3. As an owner of Pages, you warrant that your Page and/or content
  - 6.3.1. is owned by you, or to the extent that it is owned by someone else, that you have obtained that party's permission to provide the content on this Site;
  - 6.3.2. is true and accurate, and that the use of any information in the content will not result in any injury to any user of the Site;
  - 6.3.3. does not impersonate another organisation or individual;
  - 6.3.4. is not in violation of these terms and conditions, specifically, is not obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, or otherwise objectionable; and
  - 6.3.5. does not include malicious code, which includes, without limitation, viruses, Trojan horses, worms, or any other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or personal information.

6.4 If you are the owner of a Page from a location outside of South Africa, you are responsible for compliance with all applicable local laws and regulations.

## **7. Intellectual Property Rights**

- 7.1. You acknowledge that we, our affiliated companies, advertisers and suppliers, own proprietary rights in the content of the site, including patents, trademarks and copyrights, which are subject to intellectual property rights. You will not republish, redistribute, reprint or modify any information or materials found on the site.
- 7.2. "Chomi" is a trademark of Biza Telecoms (Pty) Ltd.

## **8. Personal Data Protection**

- 8.1. We are committed to protecting your personal information in order to comply with relevant legislation. However, we will collect, store, process and otherwise use your personal information.
- 8.2. The following information that we collect from you, or that you provide to us, may be used, stored and processed by us:
  - 8.2.1. information that you provide at the time of registering or subscribing to the services, including e.g. your cellular number, location, age, and gender;
  - 8.2.2. information that you provide when you enter a competition or promotion; and
  - 8.2.3. a record of your correspondence if you contact us.
  - 8.2.4. We assume that by registering on the site, you have read and understood the terms and conditions and give us your specific permission and consent to collect, store and process your personal information.
- 8.3. We are committed to comply with applicable data protection and privacy laws and shall implement administrative, physical and technical safeguards that will help us to protect your personal information.
- 8.4. We will keep your personal information only for a reasonable time to enable us to use it for the purposes described in clauses 9 below.
- 8.5. We may share your personal information if we are required to disclose it in order to comply with any legal obligation, or in order to enforce our terms and conditions.

8.6. You understand that your communications with other users, and posts and photos that you upload or share on this site may be used by other users, on a worldwide basis, and that they may display, save, transmit or reproduce your communications without any compensation to you. If you do not want other users to be able to use your communications without compensating you, do not use these services.

## **9. Uses Made of Your Personal Information**

9.1. We use the information that we collect from you, or that you provide to us, in the following ways:

9.1.1. to allow you to participate in features that are available on the Chomi sites, e.g. searches by age, location or user name;

9.1.2. to notify you about activity on your user account, e.g. to alert you to the number of invites or notifications you have;

9.1.3. to notify you about changes to our services;

9.2. With regard to third-party advertising that is displayed on the Site, we may use the information that we collect from you, or that you provide to us, in the following ways:

9.2.1. to provide you with information about goods and services that third parties offer and which may be of interest to you, and we or they may contact you, where you have consented to be contacted for such purposes.

9.2.2. to provide advertisers with aggregate information about our users, e.g. the percentage of users who are under the age of 25. Please note: we will not provide information that personally identifies you to advertisers.

9.3. Any additional information that you may give to advertisers in response to an advertisement is confidential and will not be passed to us.

9.4. We have contracted Vodacom to monitor certain pages of our advertising space for the purpose of reporting Site traffic, statistics, advertisement 'click-through', and/or other activities on our Site. Where authorised by us, Vodacom may use cookies, web beacons, and/or other monitoring technologies to compile anonymous statistics about our advertising space visitors. Where applicable, Vodacom may use this data and statistics to track users and serve advertising based on the collected data and statistics. However, no personally identifiable information is collected by or transferred to any party other than the advertiser.

## **10. Termination and Variation**

10.1. We reserve the right to change these terms and conditions and/or the prices at which the services are offered from time to time and recommend that you check them at regular intervals when you visit the site. Such changes will be posted on the Chomi sites and be deemed to have been accepted by you if you continue using the services.

10.2. We reserve the right to add, change, restrict and/or remove services and content at our discretion, without notice or reason.

## **11. General**

11.1. These terms and conditions are governed by the laws of the Republic of South Africa.

11.2. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be

deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

- 11.3. These terms and conditions, as changed by us from time to time pursuant to clause 10 above constitute the sole agreement between yourself and ourselves.