



LICENSED APPLICATION END USER LICENCE AGREEMENT

Version:	1.0
Date:	08/06/17

1. Agreement

- 1.1. The "Parkfind" mobile application (the "App") allows for motorists and other parking users in the City of Cape Town to navigate, search for available parking spaces, and to pay for parking services within the geographical area described by the App (the "Service").
- 1.2. This end user licence agreement (the "EULA") governs your use of the App, including any modifications or updates to it. By downloading, installing, or using the App, or in any manner indicating your agreement to these terms, you become bound by the terms of this EULA, which is entered into between you (the user of the App) and us, Mohammed Zunade Loghdey t/a Street Parking Solutions, a sole proprietorship.
- 1.3. You will probably download this App to your mobile device ("Device") from a third party mobile app store (the "Store"). This EULA and your use of the App are both subject to any conditions imposed on you from time to time by the Store in accessing and downloading the App.
- 1.4. We may release new versions of the App from time to time. You must download the new version in order to continue to make use of the Service.

2. Licence

- 2.1. We grant to you a free, non-transferable licence to use the App on any Device that you own or control for the sole purpose of accessing the Service. If the Store that you download the App from is operated by Apple Inc., then the license is limited to use the App on an iPhone, iPod touch, iPad or other device using a version of the iOS operating system.
- 2.2. This license does not allow you to use the App on any Device that you do not own or control, and you may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the App. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as

may be permitted by the licensing terms governing use of any open sourced components included with the App). Any attempt to do so is a violation our rights and the rights of our licensors.

- 2.3. We may change the terms of this EULA at any time, and will display the new EULA for acceptance the next time you access the App. If you do not accept the amended EULA, this EULA will automatically terminate (see clause 3.1).

3. Term & Termination

- 3.1. This EULA will remain in force until terminated either by you or by us. Your rights under this EULA will terminate automatically without notice from us if you fail to comply with any term(s) of this EULA. Upon termination of the EULA, you must cease all use of the App, and destroy all copies, full or partial, of the App.

4. Registration and Creation of Account

- 4.1. After accepting this EULA, you will still need to register with us before you can use the Service. You will register using the App itself, and you undertake to provide us with accurate information and to keep this information updated and accurate at all times.

- 1.1. You must keep usernames and passwords safe to ensure that only you can use the App. You agree that user names and passwords are issued for individual users only and that you must not share this information with anyone else.

2. Personal Information and Privacy

- 2.1. We will use your personal information only for providing the Service to you via the App, and in compliance with applicable privacy law. The information collected is your email address, App specific password and vehicle number plate, as well as credit card and other payment information which is dealt with under "Payment" below.
- 2.2. We will not share your personal information with any third party, though we may store and process this information on servers located outside of South Africa.
- 2.3. We will take the steps required by applicable privacy law to secure your personal information.
- 2.4. You consent to the use of your personal information as described above.

3. Payment

- 3.1. There is no charge for registering an account, but we will charge a fee for parking Services provided via the App. These prices will be displayed in the App itself.
- 3.2. Your payment of the fees will be made via the payment gateway provided in the App. Card transactions will be acquired for us via PayGate (Pty) Ltd ("PayGate") which is an approved payment gateway for all South African acquiring banks.
- 3.3. Given the nature of the Service, it is not possible for us to make refunds of

payments made to us for the Service.

- 3.4. Your payment data will be transmitted directly to PayGate via a secure connection – we do not process or retain your payment data. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no card details are stored on the App or in our systems. See www.paygate.co.za to view PayGate's security certificate and security policy.
- 3.5. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. All payments are made in South African rands (ZAR).
- 3.6. All amounts payable are quoted exclusive of VAT, unless otherwise specified.

4. Third Party Content and Services

- 4.1. The App may allow access to websites or other applications owned and / or operated by third parties. We are not responsible for the content from such sources, and do not endorse or approve the contents thereof.
- 4.2. You agree to use the App at your sole risk in this regard and we consequently are not responsible for and do not accept any liability in connection with any third party material that may be accessible via the App (regardless of whether or not we have permitted access to the material). Specifically the App may make use of third party mapping data, and we take no responsibility for its accuracy.
- 4.3. If you access such material you undertake not to infringe any intellectual property rights relating to it, whether by making reproductions, derivative works or otherwise.

5. Consent to Use of Technical Data

- 5.1. You agree that we may collect and use technical data and related information, including but not limited to technical information about your Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the App. We may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

6. Relationship with the Store

- 6.1. This clause 9 only applies to you if the Store that you download the App from is operated by Apple Inc.
- 6.2. Both parties acknowledge that this EULA is entered into between them only, and that Apple Inc. is not a party to it. The Store is not responsible for the App or its content, and is not responsible for any support and maintenance of the App.
- 6.3. In the event of a failure of the App to conform to an applicable warranty, you may notify the Store, which may refund the App licence fee to you (if one was paid). To the maximum extent permitted by applicable law, the Store will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to

conform to any warranty will be our sole responsibility (subject to the other provisions of this EULA).

- 6.4. Both parties acknowledge that we, and not the Store, are responsible for addressing any of your claims or any third party relating to the App or your possession and/or use of the App including, but not limited to, (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- 6.5. Both parties acknowledge that if there is any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, we, and not the Store, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- 6.6. Both parties acknowledge and agree that this EULA operates as a contract for the benefit of a third party in favour of the Store and its subsidiaries, insofar as the provisions of this EULA create rights in favour of the Store. The Store will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.
- 6.7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. Identity and Contact Details

- 7.1. Your identity and addresses where you will accept service of any notices or other communications under this EULA is as per the information that you provide to us when registering the App.
- 7.2. Our identity and addresses where we will accept service of any notices or other communications (including queries and complaints) under this EULA are:
 - 7.2.1. Name: Mohammed Zunade Loghdey t/a Street Parking Solutions
 - 7.2.2. Address: 40 Castle Street, Cape Town, 8000, South Africa
 - 7.2.3. Telephone number: 021 422 0153
 - 7.2.4. Email address: info@streetparkingsolutions.co.za

8. No Warranty

- 8.1. **Save as expressly set out in this EULA and to the maximum extent permitted by law, we make no representations and give no warranties or guarantees of any nature whatsoever in respect of the App, which is provided on an "as is" and "reasonable effort" basis, and all warranties, whether statutory or which are implied or residual or at common law are hereby expressly excluded. Should the App prove defective, you assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and**

limitations may not apply to you.

9. Limitation of Liability

- 1.1. We are not liable for any loss or damages of whatsoever nature and howsoever arising (including direct and indirect, consequential, aggravated, special or incidental loss or damages which will include but will not be limited to loss of property, data, profit, business, goodwill, revenue or anticipated savings) or any costs (including legal costs on the scale as between attorney and own client and any additional legal costs), claims or demands of whatsoever nature and howsoever arising, whether out of breach of express or implied warranty, breach of contract, misrepresentation, negligence, strict or vicarious liability, in delict or otherwise, and whether either party anticipates the damage or not, and whether arising from or relating to this EULA, the Service or otherwise.
- 1.2. In particular you must exercise proper care, and we cannot be held liable for any loss arising from your reliance on mapping or location data should this prove to be inaccurate or misleading.

2. Interpretation & General

- 2.1. This EULA is the whole of the agreement between the parties, and no document or statement not mentioned above will form part of it.
- 2.2. The law of the Republic of South Africa will apply to this EULA, its interpretation and any matter or litigation relating to or arising from it, and the parties consent to the jurisdiction of the courts of Republic of South Africa in this regard.
- 2.3. For the avoidance of doubt, any provision of this EULA that anticipates any right or duty extending beyond the termination or expiry of this EULA will survive the termination or expiry of this EULA and continue in full force and effect.
- 2.4. If one party chooses not to enforce any part of this EULA, that does not mean that the party cannot enforce that part at a later time. If any part of the EULA is found to be unenforceable, the rest will still be enforceable.
- 2.5. If a provision of this EULA is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.
- 2.6. In the event that any part of this EULA is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this EULA.

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