

# App Terms and Conditions

## 1. INTRODUCTION

Thank you for purchasing the App or Apps herein now referred to collectively or individually as (the "App"). The App is published by or on behalf of Complexus (Pty) Ltd ("Complexus" or "We" or "Us") a company registered in South Africa under company number 2013/128665/07 whose registered office is Complexus Pty Ltd, The Barn, Block B, 3rd Floor, Woodstock Exchange, 66-68 Albert Road, Woodstock, Cape Town. 7925. South Africa

By downloading or subscribing or otherwise accessing the App you agree to be bound by the following terms and conditions ("Terms") and our [privacy policy](#). If you have any queries about the App or these Terms, you can contact us by any of the means set out in paragraph 18 of these Terms. If you do not agree with these Terms, you should stop using the App immediately.

## 2. GENERAL RULES RELATING TO CONDUCT

The App is made available for your own, personal use and commercial use. The App must not be used for any illegal or unauthorised purpose. When you use the App you must comply with all applicable South African laws and with any applicable international laws, including the local laws in your country of residence (together referred to as "Applicable Laws").

You agree that when using the App you will comply with all Applicable Laws, these Terms and the terms of the OFFICE STORE STANDARD APP LICENSE TERMS EXHIBIT B. In particular, but without limitation, you agree not to:

- (a) Use the App in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or
- (b) Attempt to gain unauthorised access to the App or any networks, servers or computer systems connected to the App; or
- (c) Modify, adapt, translate or reverse engineer any part of the App or re-format or frame any portion of the pages comprising the App, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify Complexus and its group companies in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these Terms or Applicable Laws.

## 3. CONTENT

The copyright in all material contained on, in, or available through the App including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material ("Material") is owned by or licensed to Complexus or its group companies or third party partners of Complexus. All rights are reserved. You can view, print or download extracts of the Material for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without Complexus's express permission.

The trademarks, service marks, and logos ("Trade Marks") contained on or in the App are owned by Complexus or its group companies or third party partners of Complexus. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trade Marks without the prior written consent of Complexus or the relevant group company or the relevant third party partner of Complexus.

## 4. LINK TO THIRD PARTIES

The App may contain links to websites operated by third parties ("Third Party Websites"). Notwithstanding such affiliate programmes, Complexus does not have any influence or control over any such Third Party Websites and, unless otherwise stated, is not responsible for and does not endorse any Third Party Websites or their availability or contents.

## **5. PRIVACY POLICY**

We take your privacy very seriously. Complexus will only use your personal information in accordance with the terms of our [Privacy Policy](#) which also contains Our policy pertaining to Cookies. By using the App you acknowledge and agree that you have read and accept the terms of our [Privacy Policy](#) and these Terms.

## **6. DISCLAIMER / LIMITATION OF LIABILITY**

USE OF THE APP IS AT YOUR OWN RISK. THE APP IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) COMPLEXUS DISCLAIMS ALL LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE APP; AND (B) ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS RELATING TO THE APP (WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE), INCLUDING (WITHOUT LIMITATION) ANY WARRANTY, TERM OR CONDITION AS TO ACCURACY, COMPLETENESS, SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR PURPOSE OR ANY SPECIAL PURPOSE, AVAILABILITY, NON INFRINGEMENT, INFORMATION ACCURACY, INTEROPERABILITY, QUIET ENJOYMENT AND TITLE ARE, AS BETWEEN COMPLEXUS AND YOU, HEREBY EXCLUDED. IN PARTICULAR, BUT WITHOUT PREJUDICE TO THE FOREGOING, WE ACCEPT NO RESPONSIBILITY FOR ANY TECHNICAL FAILURE OF THE INTERNET AND/OR THE APP; OR ANY DAMAGE OR INJURY TO USERS OR THEIR EQUIPMENT AS A RESULT OF OR RELATING TO THEIR USE OF THE APP. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

You hereby release Complexus, its officers, directors, agents, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way, connected with any disputes arising between you and any suppliers, or between you and other App or Website users.

Complexus will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the App, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss.

IF COMPLEXUS IS LIABLE TO YOU DIRECTLY OR INDIRECTLY IN RELATION TO THE APP, THAT LIABILITY (HOWSOEVER ARISING) SHALL BE LIMITED TO: (A) FIVE HUNDRED RAND (R500); OR (B) THE SUMS PAID BY YOU UPON PURCHASING THE APP, OR ANY IN-APP SPEND, INCLUDING SUBSCRIPTIONS, WHICHEVER IS GREATER.

Nothing in these Terms shall be construed as excluding or limiting the liability of Complexus or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by South African law.

## **7. SERVICE SUSPENSION**

Complexus reserves the right to suspend or cease providing any services relating to the apps published by it, with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

## **8. GENERAL**

- These Terms (as amended from time to time) constitute the entire agreement between you and Complexus concerning your use of the App. Complexus reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through a link in the App to this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the App. No other variation to these Terms shall be effective unless in writing and signed by an authorised representative on behalf of Complexus.
- These Terms shall be governed by and construed in accordance with South African law and you agree to submit to the exclusive jurisdiction of the South African Courts.
- If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

- Complexus's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Complexus in writing.
- Unless otherwise expressly stated, nothing in the Terms shall create any rights or any other benefits whether pursuant to applicable Rights of Third Parties legislation or otherwise in favour of any person other than you, Complexus and its group of companies.
- Commentary and other materials available on the App are not intended to amount to advice on which reliance should be placed. Subject to paragraphs 10 & 11, we therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the App, or by anyone who may be informed of any of its contents.
- You assume sole responsibility for results obtained from the use of the App, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the App, or any actions taken by us at your direction.
- You agree to comply at all times with any instructions for use of the App which we make from time to time.
- If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

## **9. Availability of the App, Security & Accuracy**

- We make no warranty that your access to the App will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.
- Access to the App may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the App for any reason. If we impose restrictions on you personally, you must not attempt to use the App under any other name or user or on any other mobile device.
- We do not warrant that the App will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the App or your obtaining any material from, or as a result of using, the App. We shall also not be liable for the actions of third parties.
- We may change or update the App and anything described in it without notice to you. If the need arises, we may suspend access to the App, or close it indefinitely.
- We make no representation or warranty, express or implied, that information and materials on the App are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation which we may have under any contract that we may have with you to provide you with products.

## **10. Your Representations and Warranties**

You represent and warrant that (a) your use of the App will be in strict accordance with this Agreement and with all applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and regarding the transmission of technical data exported from the United States or the country in which you reside and (b) your use of the App will not infringe or misappropriate the intellectual property rights of any third party.

## **11. Indemnification**

You agree to indemnify and hold Complexus (Pty) Ltd and each of our affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from your use of the App and/or any violation of the terms of this Agreement. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the App and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

## **12. Trade Marks**

The Complexus and APP name and logos and all related names, trademarks, service marks, design marks and slogans are the trademarks or service marks of us or our licensors.

## **13. Third Party Websites**

We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the App exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided "as is" for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party website or mobile application to which the App provides a link.

The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of those websites and mobile applications and any orders you make for goods and services via such websites and mobile applications. If you have any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to products, orders for products, faulty products and refunds) you must direct them to the operator of that third party website or mobile application.

You must not without our permission:

- a) use or copy any material from the App, including, but not limited to, onto other websites or in other mobile applications; or
- b) frame any of the App onto your own or another person's website or mobile application.

## **14. Severability**

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

## **15. Non-assignment**

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

## **16. Exclusion**

Except as expressly stated in these Terms of Use, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

## **17. Miscellaneous**

- These Terms of Use (and our Privacy Policy, our Website Terms of Use, our Website Terms and Conditions, any other document referred to in these Terms of Use and any other terms and conditions specifically agreed between you and us in writing) contain all the terms agreed between us and you regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing.

- No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between us and you prior to these Terms of Use except as expressly stated in these Terms of Use. Neither us nor you shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms of Use (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform these Terms of Use) and that party's only remedies shall be for breach of contract as provided in these Terms and Conditions.
- These Terms of Use may only be modified by a written amendment signed by an authorized executive of the Company or by the posting of a revised version by us. Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the App will be governed by the laws of the state of New York, excluding its conflict of law provisions. Any dispute or claim arising out of or in connection with these Terms of Use will be subject to the exclusive jurisdiction of the federal and state courts sitting in the County of New York. All dealings, correspondence and contacts between us shall be made or conducted in the English language.
- If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may not assign your rights under this Agreement to any party; We may assign our rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

## **18. Contact Us**

You can contact the Complexus (Pty) Ltd at:

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The Barn, Block B, 3rd Floor, Woodstock Exchange  
66-68 Albert Road, Woodstock  
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