

TERMS AND CONDITIONS OF USE

IMPORTANT NOTICE: THIS PRODUCT MAY RESULT IN YOUR PRIVACY BEING BREACHED BY A THIRD PARTY IF YOU DO NOT KEEP YOUR PASSWORD/CODE AND/OR PRODUCT IMEI CONFIDENTIAL

If held up to a person's ear, it may cause harm and/or injury!!!

The "Product" means the device sold by Leaf from time to time that acts as a tracking device (when used in conjunction with the PinPoint software application) currently known as a "Geo-Pin". "User" means the person/entity purchasing and subsequently exercising control over the use of the product (in conjunction with the PinPoint™ software) as a tracking device. "Control" means the ability to track or disable tracking of the Product using the software intended for use with it. The product is sold to you subject to these Terms and Conditions as amended from time to time. Continued use of the product shall constitute your acceptance of these terms, including the limitations on use, liability and warranty set out herein.

*Also read the terms and conditions of PinPoint™ and our full Privacy Policy which can be found at www.leafpinpoint.net or obtained from Leaf directly.

1. **USE OF PRODUCT** The User of the product acknowledges and agrees that the Product will only function and may only be used in conjunction with the software application known as PinPoint™ and that its intended use is solely that of being a tracking device when used in conjunction with the PinPoint software. When using the product in a different territory than the territory it was bought in from Leaf or its agent(s), the User acknowledges that the Product may not function optimally and/or at all. The User undertakes to make any person the product is handed to for use (other than the buyer of the product) specifically aware that he will be tracked by such a product and in this regard to ensure compliance with the privacy laws particular to the territory the product is used in at the time and further indemnifies Leaf against any and all claims howsoever arising from unlawful use of the product contrary to its intended use.
2. **LIMITATION OF LIABILITY** Use of the product is entirely at the User's own risk. The User further accepts liability for use of the product by any other entity/person using the product with his knowledge. The product is provided on an "as is" basis and all warranties, guarantees and/or conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded, excepting the manufacturer's warranty. The product may malfunction when used in conjunction with third party software other than the PinPoint software for which Leaf shall not be liable in any way. Without limiting the foregoing, Leaf makes no warranty (whether express or implied) that (a) the Products will meet the User's requirements, (b) the Products will be uninterrupted, timely, secure, virus- free or error-free; or will be compatible with other software or applications to be used with or applied to, (c) the results that may be obtained from the use of the Product will be effective, accurate or reliable, (d) the quality of the Products will meet the User's expectations and (e) any errors in any software obtained from or used through the Products, or any defects in the services and Products will be corrected, or that (f) the information provided will be accurate. In addition, Leaf makes no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability and non-infringements. In no event will Leaf, its suppliers, employees, contractors, affiliated companies and/or affiliated third

parties mentioned on Leaf's website from time to time be liable for any loss, injury, death or damages of any kind, including without limitation, direct, indirect, incidental or consequential damages (including, but not limited to, damages for lost profits, incidental, special or consequential damages, business interruption and loss of programmes or information) claims and/or actions arising out of or in connection with the Products and/or use of the Products, due to Leaf, its agents, employees, members, and/or contractor's negligence or otherwise. The User of the Product hereby indemnifies Leaf and holds it harmless against any claim by any user and/or other third party in respect of invasion of privacy or any other claim of whatsoever nature and howsoever arising from the use of the products, including consequential damages. Leaf hereby makes the User aware, that Privacy laws applicable in the Republic of South Africa and any territory the product is used in should be observed when using the Product and the PinPoint application and particularly when providing the product to another person to use. The User in particular indemnifies Leaf for damages and claims arising from a third party obtaining the User's secret username and Pass Code in an unlawful and/or fraudulent and/or manner other than with the explicit consent of the tracked User and/or tracking a User without his knowledge and consent.

3. USE OF INFORMATION AND MATERIALS No material and/or information contained in the Product and/or the Product itself may be copied, reverse-engineered, reproduced, republished, uploaded or distributed in any way except that you may download the material for personal non-commercial use as intended. Modification of the material and/or the Product shall constitute a violation of Leaf and any third party copyright holder's copyright and proprietary rights in the Product. Public presentation or broadcasting and/or any other distribution of the Product is strictly prohibited.
4. NO IMPROPER USE OR UNLAWFUL CONDUCT The User hereby agrees not to use the Product for any purpose that is unlawful, improper or prohibited by these terms and conditions and to ensure that no other person or entity using the product does so in last mentioned ways. Improper actions include, but are not limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass Leaf and/or any third parties, invade a third party's privacy by obtaining another User's Username and Pass Code in an unlawful manner and without their consent and/or any activities prohibited by the laws of the Republic of South Africa and/or any foreign territories in which the User uses the product or conducts business; activities designed to encourage unlawful behaviour by others and activities constituting invasion of privacy and will at all times act in a manner required by the prevailing laws of the territory when using information obtained through use of the Product. The User understands that, the Username and Pass Code it is prompted to provide on installation and first start up of the product should be kept in a safe place and secret to avoid third party users tracking the user without his consent. In the event that an employer wishes to use the product to track employees and/or goods in transit, it acknowledges and agrees to observe the prevailing labour laws of the territory and/or foreign territories when doing so which may require obtaining the employee's written consent to do so.

5. MODIFICATION Leaf reserves the right to modify and amend these terms and conditions without notice to the User and it remains the user's obligation to check our website regularly for the updated version.
6. PRIVACY Every individual and entity's (tracked User) right to privacy is of paramount importance to Leaf. Any information provided by the User to Leaf and saved on Leaf's database will not be shared with any third party, unless Leaf obtains the User's prior permission to do so or is required to do so by law. All location information shall be kept on our database for a maximum period of 12 months unless requested to keep longer by the User in writing by entering into a separate agreement, whereafter it shall be permanently deleted. Leaf shall however be under no obligation to keep such data, nor shall it take any responsibility or be liable for any damages caused of whatever nature and howsoever arising by it not keeping such information for the afore mentioned period. During this period, this information shall not be disclosed to any third party unless Leaf is required by law to do so. Any request by a User to disclose this information shall be granted on a case by case basis at Leaf's sole discretion and may incur a fee to cover any administration fees. Please see our full Privacy Policy at www.leafpinpoint.net.
7. GENERAL This agreement constitutes the entire agreement between the parties. In the event of the invalidity of any part or portion of this agreement for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of this agreement and such invalid part or portion shall be deemed to have been struck out of the agreement. No waiver by Leaf in respect of the User's actions or omissions with regard to any breach, failure or default in performance by the User, and no failure, refusal or neglect by Leaf to exercise any right hereunder or to insist upon strict compliance with or performance of the User's obligations under this agreement, shall constitute a waiver of the provisions of this agreement and Leaf may at any time require strict compliance with the provisions hereof.
8. GOVERNING LAW AND JURISDICTION These terms and conditions will be governed by and construed in accordance with the laws in force in the Republic of South Africa.
9. DISPUTE & BREACH All disputes arising out of or relating to this Agreement including disputes as to the meaning or interpretation of any provision of this Agreement, shall first be resolved or attempted to be resolved by the Parties through bona fide discussion within 30 (Thirty) days of such dispute having been declared by any of the parties. Subject to the above being exhausted, any dispute will be referred to an arbitrator of Leaf's choice being a Senior Counsel of the Bar Council of Johannesburg. Any award made by the arbitrator:-will be capable of being taken on appeal to the High Court of South Africa with the appropriate jurisdiction. The sub-clauses aforestated of this clause will not preclude either party from obtaining intermediate relief on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator. Leaf reserves the right to terminate and withdraw this license at any time without notice to the User.
10. INTELLECTUAL PROPERTY RIGHTS "Intellectual Property Rights" means and shall include without limitation, copyright, trademarks, service marks, trade names, domain names, design rights, patents, petty patents, utility models and like rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing, rights in know-how, confidential information, designs, trade secrets, other intellectual property rights and all

rights or forms of protection having equivalent or similar effect to any of the foregoing. The User acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the Products are and will remain the sole property of Leaf and/or any third party supplier of Leaf as the case may be. The User shall not question or dispute the ownership of such rights at any time during the time the agreement remains in force, or thereafter. In addition, the User acknowledges that it is not authorized to use, amend or exploit any of the intellectual property rights, including the trade marks in any manner whatsoever, without the prior written consent of Leaf.
