



HOSPITALITY SOLUTIONS

GENERAL TERMS & CONDITIONS OF ENGAGEMENT

(Last Updated - September 2023)

These are the general terms and conditions of engagement, read in conjunction with 360 Hospitality Solutions' Privacy Policy and POPI Statement, governing your use of this website and our services (the "Terms"). By contract with us, utilising our services, accessing or using our website or completing a survey, whether a physical copy via our website or an associated QR Code link (our "Platforms"), you agree to be subject to these Terms.

By contracting with a Business who has contract with us or utilises our services, or through your use of such a Business' Social Media channels or website (their "Platforms"), for the purposes of expresses an opinion or makes a review you agree to be subject to these Terms.

Please do not contract with us, utilising our services or access or use any of the aforementioned Platforms (collectively the "Platforms") if you are unwilling or unable to be bound by the Terms recorded herein.

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1. DEFINITIONS

1.1. Parties

- 1.1.1. "You" and "Your" refer to you, as a User of, whether or not a Registered User;
- 1.1.2. "Registered User" is a User who contracts with us or has opened an account on our website.
- 1.1.3. "User" is someone who accesses, browses, crawls, scrapes, or in any way uses our website or survey form and includes a Reviewer or a Business.
- 1.1.4. "We, "Us" and "Our" refer to 360 Hospitality Solutions (Pty) Ltd t/a 360 Hospitality Solutions, a private company registered in accordance with the laws and regulations of the Republic of South Africa.
- 1.1.5. "Business" means an individual or business that is the subject matter of a review and who has contract with us or is utilising the services of 360 Hospitality Solutions.
- 1.1.6. "Reviewer" means a consumer that expresses an opinion or makes a review on a third-party website (open source), a Business' Social Media channels or website, or completes a physical survey or survey via our website or an associated QR Code link.

1.2. Content

- 1.2.1. "Content" means text, images, photos, audio, video, location data, and all other forms of data or communication and includes Content that you submit or transmit to, through, or in connection with third-party consumer review websites and which is freely and openly available to the general public (open source) and shall include but not be limited to complaints, postings, reviews, compliments, replies, responses, messages, and any other information about yourself that you elect may be publicly displayed. In the case of a Businesses, Your Content includes your trademarks, tradename, logos and other information (including location and contact details) that you elect may be publicly displayed on the Platform.
- 1.2.2. "User Content" means Content that Users submit or transmit to, through or in connection with the Platforms.
- 1.2.3. "Content Guidelines" means the guidelines referred to in clause 6 (Content).
- 1.2.4. "360 Hospitality Solutions Content" means Content that we create and make available in connection with the Platforms.
- 1.2.5. "Third Party Content" means Content that originates from parties other than 360 Hospitality Solutions or its Users, which is made available in connection with the Platforms.
- 1.2.6. "Platforms Content" means all of the Content that is made available in connection with the Platforms, including User Content, Third Party Content, and 360 Hospitality Solutions Content.

1.3. General

- 1.3.1. "Account" means either a permanent account created under a Subscription, or a temporary account created by a Reviewer accessing our website or QR Code.
- 1.3.2. "Applicable Law" means the law of the Republic of South Africa.
- 1.3.2. "Business Day" means any day other than a Saturday, Sunday or public holiday in South Africa.
- 1.3.3. "CPA" means the Consumer Protection Act 68 of 2008, as amended.
- 1.3.4. "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002, as amended.
- 1.3.5. "Subscription" means a subscription for any of the additional services offered by us to Users whether for a fee or otherwise.

2. CONSUMER PROTECTION ACT

- 2.1. In regard to any Users who are consumers for purposes of the CPA, the provisions listed in this sub-clause 2.1, are expressly drawn to your attention because such provisions:
 - 2.1.1. may limit the risk or liability of 360 Hospitality Solutions or a third party; and/or
 - 2.1.2. may create risk or liability for you; and/or
 - 2.1.3. may compel you to indemnify 360 Hospitality Solutions or a third party; and/or
 - 2.1.4. serves as an acknowledgement, by you, of a fact.
- 2.2. The relevant provisions for purposes of sub-clause 2.1 above are:
 - 2.2.1. clause 13 (Indemnity) in terms of which you agree to indemnify us from certain third-party claims. The effect of the indemnity is that you may be obliged to reimburse us if any third party makes a claim against us in connection with the matters referred to therein;
 - 2.2.2. clause 14 (Disclaimers and Limitations of Liability) in terms of which: i) we limit the scope of our liability to you; ii) you agree to reduce the types of remedies you have against us; and iii) you agree to us limiting the quantum and type of damages and other amounts you may claim from us. The effect thereof may be to reduce and/or waive and/or limit certain claims you might otherwise have had against us.
- 2.3. Your attention is drawn to these Terms because they are important and should be carefully noted by you.

- 2.4. If there is any provision in these Terms that you do not understand, it is your responsibility to ask 360 Hospitality Solutions to explain it to you before you accept the Terms or continue using the Platform.
- 2.5. Nothing in these Terms is intended to or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or 360 Hospitality Solutions in terms of the CPA.
- 2.6. If you are a juristic person:
 - 2.6.1. you may have furnished us with copies of your financial statements and/or made other disclosures of a financial nature (collectively the “financial disclosures”) to us for purposes of us determining whether the CPA applies to the agreement between us constituted by these Terms;
 - 2.6.2. you warrant and undertake that the financial disclosures are true, accurate and correct at the time same were furnished;
 - 2.6.3. to the extent we rely upon the warranties in the previous sub clause, you indemnify us in respect of loss, damage or expense incurred or suffered by us in connection with a breach thereof.

3. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- 3.1. Information and required disclosures under section 43 of the ECT Act that are not contained elsewhere in these Terms:
 - 3.3.1. the full name and legal status of 360 Hospitality Solutions is 360 Hospitality Solutions (Pty) Ltd (Registration Number: 2022/807834/07), a company duly incorporated in accordance with the laws of the Republic of South Africa (“RSA”), whose full and further details appear hereunder:
 - 3.3.1.1. Directors: Antoine Lombard, Gian Franco Angileri, Mark Goveia, Heather Nel;
 - 3.3.1.2. Telephone Number: 071 523 6600;
 - 3.3.1.3. E-mail Address: info@360hospitalitysolutions.co.za;
 - 3.3.1.4. Website: www.360hospitalitysolutions.co.za;
 - 3.3.1.5. Physical Business Address: 24 Weeromkeer Nook, Die Hoes X31, Centurion, Gauteng, South Africa, 0157.

4. CHANGES TO THE TERMS OF ENGAGEMENT

- 4.1. We may modify the Terms from time to time.
- 4.2. You understand and agree that your access to or use of the Platforms is governed by these Terms effective at the time of your access to or use of the Platforms.

- 4.3. If we make material changes to these Terms, we will notify you either by email or by posting a notice on the Platforms prior to the effective date of the changes.
- 4.4. We will also indicate at the top of this page the date that revisions were last made.
- 4.5. You should revisit these Terms on a regular basis as revised versions will be binding on you.
- 4.6. Any such modification will be effective upon our posting of new Terms.
- 4.7. **You understand and agree that your continued access to or use of the Platforms after the effective date of modifications to these Terms indicates your acceptance of the modifications.**

5. USING OUR PLATFORMS

5.1. Eligibility

5.1.1. To access or use the Platform:

5.1.1.1. if you are a natural person, you must be 18 years or older and have the requisite power, authority and capacity to enter into these Terms;

5.1.1.2. if you are a company or other juristic entity, then the person agreeing to these Terms on behalf of that company or juristic entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or juristic entity to these Terms.

5.1.2. We may in our discretion request that you furnish us with evidence of compliance with the previous sub-clause and you must deliver same to us promptly.

5.1.3. The place of conclusion of the agreement between us is our main place of business in Johannesburg, South Africa.

5.1.4. You may not access or use the Platforms if we have previously banned you from the Platforms.

5.2. Permission to Use our Platforms

We grant you permission to use the Platforms subject to the restrictions in these Terms. Your use of the Platform is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

5.3. Platforms Availability

The Platform may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

- 5.4. User Accounts or Access
 - 5.4.1. You must create an Account and provide certain information about yourself in order to use some of the features that are offered through the Platforms.
 - 5.4.2. You are responsible for maintaining the confidentiality of your Account password.
 - 5.4.3. You are also responsible for all activities that occur in connection with your Account.
 - 5.4.4. You agree to notify us immediately of any unauthorised use of your Account.
 - 5.4.5. Your Account is for your personal use only.
 - 5.4.6. You must provide complete and accurate information about yourself.
 - 5.4.7. You must not:
 - 5.4.7.1. impersonate someone else (e.g., adopt the identity of a celebrity, your next-door neighbour or a fictitious person);
 - 5.4.7.2. create or use an Account for anyone other than yourself;
 - 5.4.7.3. provide an email address other than your own; or
 - 5.4.7.4. create multiple Accounts.
 - 5.4.8. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your postings, use the same account information on other Platforms, or allow other Platforms to share information about you with 360 Hospitality Solutions.
 - 5.4.9. Please read our [Privacy Policy](#) for more information.
- 5.5. Transfer of Personal Information
 - 5.5.1. We store all data including personal information about you on servers which are situated outside of South Africa.
 - 5.5.2. You consent to us transferring your personal information to another country for storage, back up and operational purposes.
 - 5.5.3. We will comply with the legal requirements, if any, under Applicable Law relating to the transfer of personal information in this manner.
 - 5.5.4. If you are a business and you transfer to us, any personal information of a third party, for any purpose connected to any services provided by us to you, you warrant to us that you have obtained the consent of such third-party to such transfer, to the extent it is required by Applicable Law.
 - 5.5.5. If you are reviewer and your review is in response to an invitation sent to you by us on behalf of a business, then by posting your review you consent to the transfer of your personal information by such business to 360

Hospitality Solutions for such purpose, to the extent it is required by Applicable Law.

- 5.6. Communications from 360 Hospitality Solutions and other Users.
 - 5.6.1. By creating an Account, you agree to receive certain communications in connection with the Platforms.
 - 5.6.2. For example, you might receive notifications from us in connection with your User Content.
 - 5.6.3. You may receive e-mail newsletters from the Business you reviewed or from us as their data processor.
 - 5.6.4. You may also receive transactional e-mail communication from us.

6. CONTENT

- 6.1. Responsibility for your Content
 - 6.1.1. You alone are responsible for your Content and any consequences that flow therefrom.
 - 6.1.2. Upon receipt of a review, the Content of the review will be investigated and verified for compliance with our Content Guidelines;
 - 6.1.2.1. if we are of the opinion that a review is compliant with our Content Guidelines, we will process the review information for the benefit of the Business subject to the review.
 - 6.1.2.2. in order to ensure the legitimacy of the review, we may be required to contact the Reviewer and request the Reviewer to confirm that the review posted by the Reviewer is unbiased, factual, and correct and that the reviewer stands by the review. We may (but are not obliged in any way) to ask for additional materials or information to verify the facts stated in the review. This could include for example, receipts and invoices, order confirmations, emails and screenshots of your interactions with customer service of the business;
 - 6.1.2.4. if the Reviewer confirms that the review is unbiased, factual and correct and wishes to stand by their review, the review shall be considered by us for processing and use by the business (without prejudice to remove any review in our sole discretion);
 - 6.1.2.5. if the User confirms that the review is unbiased, factual and correct and that the User wishes to stand by the review, shall be considered by us for processing and use by the business (without prejudice to remove any review in our sole discretion);
 - 6.1.2.6. should the reviewer not respond to the request from us within 48 (forty-eight) hours, the review may be considered by us for

processing and use by the business or deleted /excluded from all consideration (without prejudice to remove any review in our sole discretion).

6.1.3. Reviewers may request that their personal information and reviews obtained through our Platforms be removed at any time by emailing their request in terms of our Privacy Policy to complianceofficer@360hospitalityolutions.co.za.

6.1.4. These are some of the Content Guidelines we require that you follow:

6.1.4.1. As a Reviewer you should:

- i) use simple, polite, respectful and factual language to share your experience (language should not constitute a threat, harassment, hate speech, or be lewd, or display bigotry;
- ii) not make non-specific or generalised allegations about a Business or the people working there (e.g. “everyone who works there is dishonest”) and rather focus on explaining the particular experience you had – what was supposed to happen, what went wrong, how it could have been better; and
- iii) not make personal attacks on representatives of the Business.

6.1.4.2. Users are prohibited from posting personal information such as their name, email address, contact details, address and any other identifying or private information of a third-party.

6.1.4.3. Users are prohibited from impersonating any person or entity or otherwise misrepresenting your affiliation with a person or entity, including 360 Hospitality Solutions.

6.1.4.4. Users, by making a review, confirm that they are a bona fide customer of the business that you are writing a review about, and that all facts contained in your review are true and accurately describe your experience. You agree that if you have been furnished with an incentive in exchange for writing a review this offer did not influence the content of your review. 360 Hospitality Solutions regards any breach of this undertaking as a material breach of these Terms.

6.1.4.5. A User's review should be unbiased and objective. For example, you shouldn't write reviews of your own business or employer, your friends' or relatives' business, your peers or competitors in your industry, or businesses in your networking group.

6.1.4.6. Users are prohibited from posting viruses, corrupted data or other harmful or destructive files.

- 6.1.4.7. Users are prohibited from posting content or links to content that, in the sole judgment of 360 Hospitality Solutions:
- i) violates the Content Guidelines set out above;
 - ii) is objectionable;
 - iii) may expose 360 Hospitality Solutions or its affiliates or its Users to any harm or liability of any type.
- 6.1.4.8. The use of the above may result in such a review being deleted or excluded.
- 6.1.4.9. as a Business you undertake that you will not attempt to mislead, influence or impersonate a competing business or consumer including by:
- i) writing a review of your own business;
 - ii) getting your employees to write a review of your business;
 - iii) writing a review of any business that your owners are employed at, own, manage, or have a financial interest in;
 - iv) utilising any optimisation company, marketing organisation, or third party to submit reviews;
 - v) impersonating a competitor;
 - vi) asking friends or relatives to write positive reviews.
 - vii) submitting reviews on behalf of consumers;
 - viii) asking consumers to remove their reviews in return for a discount or incentive.
 - ix) discouraging consumers from posting negative or critical reviews of their experience.
 - x) reviewing a direct competitor, even if you are a bona fide customer of the competitor.
 - xi) running or consideration of any incentive program that involves asking consumers to write a review of any nature in return for a discount, incentive or prize requires prior written approval from 360 Hospitality Solutions.
- 6.1.5. if you breach the foregoing paragraph:
- 6.1.5.1. we may delete or exclude the fraudulent reviews;
 - 6.1.5.2. we may exclude your business from any 360 Hospitality Solutions news or press releases.
- 6.1.6. Users represent and warrant that they own or have the necessary permissions to use and authorize the use of the Content of their Account and/or review as described herein. This includes but is not limited to any

personal information of any person referred to in their Account and/or review.

6.1.7. Users may not imply that their Content is in any way sponsored or endorsed by 360 Hospitality Solutions.

6.1.8. Our Right to Use your Content:

6.1.8.1. We may use your non-identifying Content as defined here, subject to our Privacy Policy, in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Media Platforms").

6.1.8.2. As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use your non-identifying Content for any purpose.

6.1.8.3. Please note that you also irrevocably grant the Business, which is the subject of your Content, the right to access and use your Content for their respective Media Platforms.

6.1.8.4. Finally, you irrevocably waive, and cause to be waived, against 360 Hospitality Solutions and its Users any claims and assertions of moral rights or attribution with respect to your Content.

6.1.8.5. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyse, commercialize, and prepare derivative works of your Content.

6.1.9. Ownership:

6.1.9.1. As between you and 360 Hospitality Solutions, you own your Content.

6.1.9.2. We own the 360 Hospitality Solutions Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other Platform Content, computer code, products, software, aggregate User review ratings, and all other elements and components of the Platform excluding your Content, User Content and Third-Party Content.

6.1.9.3. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the 360 Hospitality Solutions Content and the Platform, which are protected by copyright, patent, trademark laws and all other applicable intellectual and proprietary rights and laws.

6.1.9.4. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the 360 Hospitality Solutions Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Platform and the 360 Hospitality Solutions Content are retained by us.

6.1.9.5. You shall further not acquire any right, title or interest entitling it to use the name, service marks, trademarks or logos of 360 Hospitality Solutions and as such you undertake in favour of 360 Hospitality Solutions not to perform any act or omission which would injure the reputation or goodwill attaching to 360 Hospitality Solutions' name and trademarks, or which would prejudice 360 Hospitality Solutions' rights in and to such names, designs, copyrights and trademarks

6.1.10. General

6.1.10.1. User Content (including any that may have been created by Users employed or contracted by 360 Hospitality Solutions) does not necessarily reflect the opinion of 360 Hospitality Solutions.

6.1.10.2. Subject to our Privacy Policy, we have no obligation to retain or provide you with copies of your Content, nor do we guarantee any confidentiality with respect to a Reviewer's Content.

6.1.10.3. Due to the subjective nature of the Content, we cannot guarantee or warrant the correctness or validity of a Reviewer's Content.

7. RESTRICTIONS

7.1. We are under no obligation to enforce these Terms on your behalf against another User. While we encourage you to let us know if you believe another User has violated these Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

7.2. You agree not to, and will not assist, encourage, or enable others to use the Platform to:

7.2.1. Violate our Content Guidelines;

7.2.2. Violate any Parties rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

7.2.3. Promote or attempt to promote a business or other commercial venture or event, or otherwise use the Platform for commercial purposes, save as may be permitted in terms of a Subscription service or as otherwise expressly permitted by 360 Hospitality Solutions; or

7.2.4. Violate any Applicable Law.

- 7.3. You also agree not to, and will not assist, encourage, or enable others to:
- 7.3.1. Breach these Terms;
 - 7.3.2. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Platforms or Platforms Content (other than your own Content), except as expressly authorised by 360 Hospitality Solutions;
 - 7.3.3. Reverse engineer any portion of the Platform;
 - 7.3.4. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Platforms or on any materials printed or copied from the Platform;
 - 7.3.5. Record, process, or mine information about other Users;
 - 7.3.6. Reformat or frame any portion of the Platform;
 - 7.3.7. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on 360 Hospitality Solutions' technology infrastructure or otherwise make excessive traffic demands of the Platform;
 - 7.3.8. Attempt to gain unauthorized access to the Platform, User accounts, computer systems or networks connected to the Platform through hacking, password mining or any other means;
 - 7.3.9. Use the Platform or any Platform Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
 - 7.3.10. Use any device, software or routine that interferes with the proper working of the Platform, or otherwise attempt to interfere with the proper working of the Platform;
 - 7.3.11. Use the Platform to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Platform or Platform Content; or
 - 7.3.12. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Platform, features that prevent or restrict the use or copying of Platform Content, or features that enforce limitations on the use of the Platform.
 - 7.3.13. The restrictions in clauses 2 and 3 above, only apply to the extent permissible under Applicable Law. Nevertheless, you agree not to act contrary to them (even if permissible under Applicable Law) without providing 30 days' prior written notice to us, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

8. GUIDELINES AND POLICIES

8.1. Content Guidelines

8.1.1. You represent that you have read and understood our Content Guidelines.

8.2. Privacy

8.2.1. You represent that you have read and understood our Privacy Policy.

8.2.2. As a business you undertake that:

8.2.2.1. You shall not request any personal details of any Users who have posted a review about your business directly from the User;

8.2.2.2. You shall only obtain such personal details from 360 Hospitality Solutions in accordance with the procedures and processes adopted by the Platform.

8.3. Disputes & Notices

8.3.1. If you believe any of your intellectual property, personal information or other legal rights are being infringed on our Platforms, please send us a written notice containing the following information:

8.3.1.1. please identify the infringing content on our Platforms and furnish us with a screen shot thereof;

8.3.1.2. please confirm in your written notice what legal right you believe is being breached; and

8.3.1.3. please provide your relevant contact information including a physical address, telephone number and email address.

8.3.2. We will respond to your query within a reasonable time, and deal with the query in accordance with Applicable Law.

8.3.3. You can send us your infringement notices by any of the following methods:

8.3.3.1. to our physical address being, 24 Weeromkeer Nook, Die Hoes X31, Centurion, Gauteng, South Africa, 0157; or

8.3.3.2. by email to complianceofficer@360hospitalitysolutions.co.za.

9. THIRD PARTIES

The Platform may include links to other websites or applications (each, a "Third Party Platform"). We do not control or endorse any Third-Party Platform. You agree that we are not responsible for the availability or contents of such Third-Party Platforms. Your use of Third-Party Platforms is at your own risk.

10. INDEMNITY

You agree to indemnify, defend, and hold 360 Hospitality Solutions, its shareholders, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, "360 Hospitality Solutions") harmless, including costs, liabilities and legal fees, on an attorney and own client scale, from any claim or demand made by any third party arising out of or relating to your access to or use of the Platforms, your violation of these Terms, any products or services purchased or obtained by you in connection with the Platform, or the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. 360 Hospitality Solutions reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any such matter without the prior written consent of 360 Hospitality Solutions. 360 Hospitality Solutions will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. The provisions of this clause shall constitute a stipulation for the benefit of each of the 360 Hospitality Solutions, capable of acceptance by them at any time.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 11.1. By engaging our services and/or your use of our website and Platforms, you represent that you have read, understood, and agree to these terms, including this section.
- 11.2. Our software and/or your use of our website and Platforms are made available to you on an "as is", "with all faults" and "as available" basis, with the express understanding that the 360 Hospitality Solutions may not monitor, control, or vet user Content. As such, your use of our services and Platforms at your own discretion and risk. 360 Hospitality Solutions make no claims or promises about the quality, accuracy, or reliability of our software and/or Platforms safety or security, or the Platforms software and/or generated content. Accordingly, 360 Hospitality Solutions are not liable to you for any loss or damage that might arise, for example, from any inoperability, unavailability or security vulnerabilities or from your reliance on the quality, accuracy, or reliability of any ratings, reviews (including their content, order, and display), or metrics found on, used on, or made available through our software, through our Platforms or other related Content sources.
- 11.3. 360 Hospitality Solutions expressly disclaim all warranties, whether express or implied, including warranties as to our products or services offered. No oral or written information or advice provided to you by a representative of 360 Hospitality Solutions shall create a representation or warranty.
- 11.4. 360 Hospitality Solutions disclaim liability for any indirect, special, incidental, punitive, exemplary, reliance, or consequential damages, any loss of profits, business interruption, reputational harm, or loss of information or data.

12. APPLICABLE LAW & JURISDICTION

The laws of the Republic of South Africa ("Applicable Law") will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and 360 Hospitality Solutions (a "Claim"), without regard to conflict of law provisions. The courts of the Republic of South Africa shall have exclusive jurisdiction in relation to any Claim.

13. GENERAL TERMS

- 13.1. Except as otherwise explicitly set out in these Terms, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third-party.
- 13.2. Any failure on 360 Hospitality Solutions' part to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- 13.3. Except as expressly provided to the contrary herein, each paragraph, clause, term, and provision of these Terms and any portion thereof shall be considered severable and if, for any reason any part of these Terms is held to be invalid, contrary to, or in conflict with any applicable present or future law, statute or regulation (including, without limitation, the CPA to the extent applicable) or in terms of a final, binding judgment issued by any Court, it shall not impair the operation of, or have any other effect upon, such other portions of these Terms as may remain otherwise intelligible, which remaining provisions shall continue to be given full force and effect and bind the parties hereto.
- 13.4. No term or condition of these Terms is intended to breach any peremptory provisions of the CPA to the extent applicable ("Prohibited Provision"). Any breach of any such Prohibited Provision shall be governed by the provisions of the preceding sub-clause *mutatis mutandis*.
- 13.5. These Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with 360 Hospitality Solutions prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.
- 13.6. The clause headings in these Terms are for convenience only and have no legal or contractual effect.