

# User Agreement

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITE.

## A. General Terms and Conditions of Use

### 1. Definitions

In this user agreement, the terms below have the following meanings:

|                          |   |
|--------------------------|---|
| Agreement                | this user agreement between the User and Yapper, together with the Privacy Policy and Community Guidelines;   |
| Community Guidelines     | the community guidelines contained in Part C of this Agreement;   |
| Confidential Information | all information and data of any nature, whether tangible, intangible, oral or in writing and in any format or medium, that is obtained or learned by, disclose to or comes to the knowledge of the User by or from Yapper or its affiliates, by whatsoever means, which by its nature or content is, or ought reasonably to be, identifiable as confidential or proprietary;  |
| Personal Information     | information relating to: <ul style="list-style-type: none"><li>• the User, including the race, gender, sex, marital status, family status, national, ethnic or social origin, age, education, language and birth date;</li><li>• the User's health and wellness interests, lifestyle, eating habits and nutrition, exercise regime and all related information; and</li><li>• any identifying number, symbol, e-mail address, physical address, telephone number or other assignment to the User;</li></ul> |
| Privacy Policy           | the privacy policy contained in Part B of this Agreement;   |
| Process                  | as defined in the Protection of Personal Information Act No. 4 of 2013 and "Processing" shall have a corresponding meaning;   |
| Programme                | the programme offered by Yapper whereby the User may earn rewards, credits or benefits by performing specified activities with the User's pet, the details of which will be disclosed on the Site;  |

|        |  |
|--------|--|
| Site   | collectively Yapper's website/s, mobile or desktop applications;   |
| User   | the user of the Site and/or such user's legal guardian; and  |
| Yapper | Yapper and Yapper Rewards is a registered brand, operating under RCL Group Services Proprietary Limited (Registration Number: 1957/004291/07) ("RCL FOODS"). |

## **2. Acceptance and Consent by User**

By using and logging into the Site (as the case may be), the User expressly agrees to the terms and conditions of this Agreement. This Agreement applies to any information accessed or acquired via the Site.

## **3. Conditions of Use**

- 3.1. The User must read this Agreement carefully before participating in the Programme
- 3.2. The User hereby agrees that this Agreement applies to participation in the Programme, including:
  - 3.2.1. the Site; and
  - 3.2.2. any third party website or mobile application linked to the Site.
- 3.3. If the User is under the age of 18, such User must obtain the advance authorization, permission and consent of such User's parent or legal guardian, before accessing the Site and/or making use of any services related to the Programme. By accessing the Site and/or making use of any services related to the Programme, the User represents and warrants that he/she is 18 years or older or that he/she does so with the consent of such User's parent or guardian.
- 3.4. The User's access to and use of the Programme is conditional upon the User's acceptance of and compliance with this Agreement. Should the User disagree with any provision set out in this Agreement, such User must refrain from accessing the Site and/or using any other services related to the Programme.
- 3.5. Yapper reserves the right, in its sole discretion, to:
  - 3.5.1. amend and/or replace any of, or the whole of, this Agreement from time to time. The current version of the Agreement will apply each time that the User accesses and uses the Site; and
  - 3.5.2. refuse service, remove or edit content, or terminate access to the User.

## **4. User Account**

- 4.1. The User hereby warrants that (i) it has fully disclosed all necessary facts; (ii) all information provided to Yapper on or via the Site will be true, current, correct and current and undertakes to update the information as and when required.

4.2. Yapper may refuse to provide rewards, points, credits, products and/or services to the User if it is unable to verify any information provided by the User.

4.3. Yapper may, in its reasonable discretion, deny access to the Site by a User as a result of a breach of this Agreement, including but not limited to:

4.3.1. if the User provides incorrect, inaccurate, misleading information; and

4.3.2. if the User makes use of the Site for inappropriate or unsolicited purposes.

## **5. Electronic Communication**

5.1. When the User visits the Site or sends e-mails to Yapper, it accepts that Yapper can communicate with the User via electronic communication, which shall include e-mail, SMS and / or push notifications, for any purpose related to the Programme and/or the Site.

5.2. The User agrees and acknowledges that electronic communication will be sufficient for purposes of legal service and notices.

5.3. Any electronic communication sent to the User will be regarded to have been received by the User upon being sent by Yapper to the email address and/or the cellphone number provided by the User, or through the application registered to the User.

## **6. Confidentiality**

6.1. The User shall at all times keep the Confidential Information secret and shall not directly or indirectly:

6.1.1. use or permit the use of the Confidential Information save as may strictly be necessary; and/or

6.1.2. disclose any Confidential Information to any third party for any reason or purpose whatsoever, other than its Personnel and only to the extent that such disclosure is reasonably necessary and on a "need to know" basis, and provided that such Personnel are either bound by general confidentiality undertakings no less stringent than those contained in this Agreement or agree, in writing, to be bound by the terms and conditions of this Agreement prior to such disclosure.

## **7. Copyright**

7.1. All content published on or via the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads (which includes but is not limited to the certificates of analysis), data compilations, and software) ("proprietary material"), is the property of, or is licensed to, Yapper and as such is protected from infringement by local and international legislation and treaties.

7.2. Irrespective of the existence of copyright, the User acknowledges that Yapper is the proprietor of all material on the Site (except where a third party is indicated as the proprietor) and that the User has no right, title or interest in any such material.

7.3. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Site is granted to the User.

7.4. Except with Yapper's express written permission, no proprietary material from the Site may be copied, retransmitted, used, altered or disseminated.

## **8. Disclaimer and Indemnity**

8.1. Yapper does not guarantee the operation of the Site or the information, content, tools or materials on the Site. Use of the Site is at the risk of the User and Yapper will not be liable for any loss, liability, harm or damage caused to the User as a result of use of the Site.

8.2. The User acknowledges and understands that the information included on the Site, or received in relation to the Programme, should not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002.

8.3. While Yapper makes every effort to ensure that the content and information on the Site are complete, accurate and up to date, Yapper makes no guarantee about the suitability of information on the Site or whether it is complete, accurate up to date or appropriate.

8.4. Yapper reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

8.5. The User accepts that some of the information, content, tools or materials on the Site come from external sources, and agrees that Yapper is not responsible, and will not be held liable, for any information or content, received from these external sources.

8.6. Yapper cannot be held responsible for any cell phone or data charges as a result of the User's use of the Site.

8.7. The User accepts full responsibility for all activities that occur under its access details or password and accepts responsibility for maintaining the confidentiality of its access details and password.

8.8. Yapper will not be responsible for any consequences resulting from the User's response to any communication sent by a "phisher" or a "spoofer".

8.9. The User defends, indemnifies and holds harmless Yapper, its employees, contractors, agents, officers, directors and affiliates, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of (i) the use and access of the Site and/or the Programme, by the User or any person using that User's access details and password; (ii) a breach of this Agreement, or (iii) any content posted.

8.10. In no event shall Yapper, its directors, officers, employees, partners, agents, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) access to or use of or inability to access or use the Site and/or the Programme; (ii) any conduct or content of any third party on the Site; (iii) any content obtained from the Site and/or the Programme; and (iv) unauthorized access, use or alteration of the User's transmissions or content, howsoever caused, and whether or not it has been informed of the possibility of such damage.

8.11. To the extent that health and wellness information relating to the User or the User's pet may be provided on the Site or received in relation to the

Programme, it is based on best practice and on current recommendations from Yapper's panel of professionals, which may change from time to time. The information provided should, however, by no means replace the advice of a registered veterinary care or healthcare provider. The User should not discontinue any treatment which the User or the User's pet may be receiving based on information reflected on the Site or received in relation to the Programme, without first consulting a doctor or veterinarian as the case may be.

- 8.12. The User agrees that it is participating in the Programme voluntarily and at its own risk, and to the extent that any activity relating to the Programme involves the physical exertion of the User or a pet, the User understands that exercise or activity may cause harm to, and / or the death of, the User or pet. The User should seek professional medical / veterinary advice before performing any exercise or activity in relation to the Programme.
- 8.13. The User shall be responsible to ensure that all activities in relation to the Programme are performed in the best interests of the pet, and shall not over-exert, ill-treat, perform any wanton, unreasonable, or negligent commission or omission of acts resulting in unnecessary suffering of the pet.
- 8.14. Yapper is not a licensed medical provider or veterinary service provider and has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition of the User or its pet.
- 8.15. The User expressly agrees to release Yapper from any and all liability connected with the User or its pet's nutritional and athletic activities and shall have no claim against Yapper in respect of any actions, injuries, damages, or losses associated with the User's or its pet's nutritional and athletic activities.
- 8.16. While Yapper makes every effort to ensure that the content and information on the Site, and any advertisements are complete, accurate and up to date, Yapper makes no guarantee about the suitability of the products, services and information on the Site or whether it is complete accurate, up to date or appropriate.
- 8.17. Yapper is not responsible for any mistakes in the allocation of points, credits or rewards.

## **9. Linking to Third Party Websites**

- 9.1. Yapper may provide links to third party websites on the Site. These links are provided to the User for convenience purposes only and Yapper does not endorse, nor does the inclusion of any link imply Yapper's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
- 9.2. While Yapper tries to provide links only to reputable websites or online partners, Yapper cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Yapper. Yapper is not responsible for and gives no warranties and makes no representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Site.
- 9.3. From time to time Yapper may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Site. Yapper will employ all commercially reasonable endeavors to ensure that third

parties comply with the Privacy Policy and generally accepted security standards.

## **10.Promotional Competitions**

Any Promotional Competition made available by Yapper through the Programme may be governed by rules that are separate from this Agreement. If the User participates in any Promotional Competition, the applicable rules must be reviewed. If the rules for a Promotional Competition conflict with this Agreement, the rules will apply.

## **11.General Provisions**

- 11.1. This Agreement (including the Privacy Policy) shall be governed in all respects by the laws of the Republic of South Africa.
- 11.2. Yapper chooses the registered address of RCL FOODS for delivery of all notices and/or legal process in terms of this Agreement.
- 11.3. The headings of the clauses in the Agreement are provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this Agreement.
- 11.4. The use of the word "including" and its derivatives followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding.
- 11.5. Any provision of this Agreement which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall only to the extent that it is so unenforceable, be treated as *pro non scripto* (not written) and the remaining provisions of this Agreement shall be of full force and effect.
- 11.6. No failure or delay by Yapper to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this Agreement.
- 11.7. For any queries in relation to the Site and/or the Programme, please contact email:[claire.storm@rclfoods.com](mailto:claire.storm@rclfoods.com) •, during office hours (Monday to Friday from 9:00 to 17:00).

## **B. Privacy Policy**

### **12.The General Principles of the Privacy Policy**

- 12.1. This Privacy Policy covers how Yapper treats Personal Information collected electronically when the User uses the Site, participates in the Programme, communicates with Yapper, registers or applies online for any Yapper related products or services.
- 12.2. When dealing with Personal Information:
  - 12.2.1. Yapper will only Process Personal Information with consent of the User (acquired through this Agreement, elsewhere on the Site or otherwise in relation to the Programme), unless Yapper is legally required to do so;
  - 12.2.2. Yapper takes reasonable care to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or processing of Personal Information; and
  - 12.2.3. Yapper will use non-identifying / de-personalised data for statistical and research purposes.

- 12.3. By using the Site, participating in the Programme, registering or applying online for any Yapper related products or services, or contacting Yapper electronically, the User expressly consents to Yapper processing Personal Information for the purposes set out herein, elsewhere on the Site or otherwise in relation to the Programme and expressly consents to the further processing of Personal Information by Yapper or by third parties (Personal Information will only be shared with third parties to the extent necessary for Yapper to offer the services in relation to the Programme which may include sharing the User's or its pets' information within the Yapper community).

### **13.Storage of Personal Information**

- 13.1. Personal Information will be stored in Yapper's databases for as long as the User accesses the Site and/or participates in the Programme and for a reasonable time after the User has ceased accessing the Site and/or participating in the Programme. If the User chooses to delete its account, Personal Information will be permanently deleted, unless Yapper or any third party is required to store such Personal Information in accordance with any law or regulation.
- 13.2. The User accepts that Yapper may store Personal Information outside of the region or country that the User may submit or use it in.

### **14.Reasons for Processing Personal Information**

- 14.1. The following are some of the reasons why Yapper would collect Personal Information:
  - 14.1.1. to process the User's instructions or requests and to personalise and tailor services and/or products to meet the needs of the User;
  - 14.1.2. to send personalised promotional material or details to the User;
  - 14.1.3. photos uploaded or otherwise provided by the User, can be used and displayed on social media platforms and promotional materials related to the Programme; and
  - 14.1.4. to collect, analyse and combine Personal Information for market research, academic research and statistical purposes.
- 14.2. Yapper will not sell, rent or provide Personal Information to unauthorised third parties for their use unrelated to the Programme, without the User's consent.

### **15.Correction and Status of Personal Information**

- 15.1. If the User wants to update, delete or correct any Personal Information held by Yapper, or withdraw its consent for Yapper to use its Personal Information, the User may do so on the Site or e-mail Yapper for assistance.
- 15.2. The User may, at any time, request:
  - 15.2.1. Yapper to confirm whether or not it holds Personal Information about the User;
  - 15.2.2. the record or a description of the Personal Information about the User held by Yapper; and
  - 15.2.3. information about the identity of all third parties or categories of third parties, who have, or have had, access to the User's Personal Information.

### **16.Third Parties**

- 16.1. Yapper may enter into arrangements with its partners or other third party suppliers which will require Yapper to disclose Personal Information, some of such third parties may include:

- 16.1.1. suppliers of devices which monitor bodily functions of the User or its pet during exercise or activity;
- 16.1.2. rewards partners;
- 16.1.3. insurance providers;
- 16.1.4. data analysts;
- 16.1.5. marketing firms; and
- 16.1.6. professional advisers.

## **17. Cookies and Online advertising**

- 17.1. Yapper may use information that is sent from the Site to the User's hard drive, where it is saved ("cookies"). Yapper also collects information about how the User uses the website, the User's preferences and past browsing history.
- 17.2. Yapper may engage third parties that help Yapper deliver banner advertisements and other online communications. The third parties may collect and use information about the User to help Yapper understand the offers, promotions, and types of advertising that are most appealing to the User. Such third parties may, in turn, use cookies.

## **18. Changes to the Privacy Policy**

- 18.1. Yapper may amend the Privacy Policy from time to time. Yapper will notify the User of any material changes within a reasonable time, however, the User should familiarise itself with this Privacy Policy regularly. What constitutes a material change will be determined at Yapper's sole discretion.
- 18.2. The current version of the Privacy Policy will govern the respective rights and obligations between the User and Yapper each time that the User accesses and uses the Site.

## **19. Acknowledgement**

- 19.1. The User hereby acknowledges that it is aware of the following:
  - 19.1.1. the Personal Information being collected;
  - 19.1.2. the name and address of Yapper;
  - 19.1.3. the purpose for which the Personal Information is being collected;
  - 19.1.4. that providing Personal Information is voluntary;
  - 19.1.5. failure to provide Personal Information will prevent Yapper from being able to offer the User access to the Programme;
  - 19.1.6. the fact that Yapper may store Personal Information outside of the region or country in which the User may submit or use it;
  - 19.1.7. the identity of Yapper as the recipient of the Personal Information;
  - 19.1.8. the nature or category of the Personal Information;
  - 19.1.9. the existence of the User's right of access to and the right to rectify the Personal Information provided by the User;
  - 19.1.10. the existence of the right to object to the processing of Personal Information; and
  - 19.1.11. the right to lodge a complaint to the Information Regulator at:

Physical Address: SALU Building, 316 Thabo Sehume Street, Pretoria

Tel: 012 406 4818

Email: [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)

## **C. Community Guidelines**



The Community Guidelines are to be read and understood together with Part A and Part B of the Agreement.

1. To the extent that the Site has a community aspect or links to external social media platforms related to the Programme, such social aspects are aimed at forming a sense of community, helping people be inspired by the actions of key influencers, experts, friends and people that share a passion for their own wellbeing and the wellbeing of their pets.
2. As part of this community aspect, the User may post personal opinions, messages and ideas to the Site and/or social media platforms.
3. The User undertakes not to post content to the Site that may be illegal, defamatory, infringing, harassing, obscene, commercial / personal marketing, profane, untrue, incorrect, harmful, or which would reasonably be regarded as inappropriate, and the User accepts that Yapper may remove this content from the Site or any social media platform.
4. By posting content the User:
  1. grants Yapper a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, with the right to sub-license, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit such content in relation to the Programme;
  2. represents that it owns the content, and/or has the right to use it and the right to grant Yapper the rights and license as provided in this Agreement, and that the posting of the content does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity; and
  3. consents to take part in Yapper's publicity campaigns, and the User confirms that he/she will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of Yapper.
5. The User hereby accepts and acknowledges that a violation of the Community Guidelines will constitute a material breach of the Agreement and Yapper will, without derogating from any right which it may have under the Agreement, any other agreement, legislation or the common law, have the right to discontinue any service provided to the User and remove the User's access from the Site or social media platform.
6. Yapper does not curate, control, filter or read postings on the Site on an ongoing basis, and the User acknowledges and agrees that Yapper shall not be responsible, in any way, for any User postings. The User shall indemnify Yapper against any liability, claim, damage or loss of whatsoever nature that may result from the User's postings to the Site or any social media platform.