

TERMS OF USE - Picl

By selecting agree, the user agrees as follows:

1. Definitions:

- 1.1. “**User**” will mean any person who registers on the platform of the “host”;
- 1.2. “**Host**” will mean Picl (Pty) Ltd;
- 1.3. “**Platform**” refers to the platform upon with the User effects registration with the intention of utilising the Hosts services.
- 1.4. “**Prototype Phase**” refers to the period of time commencing from the Users’ acceptance of these terms until such a time as the Host determines the termination of the Prototype Phase.

2. The user warrants that it is duly authorized to represent the person or entity it purports to represent.
3. The contents hereof reflect the Terms of Use agreed between the parties for the duration of the Prototype Phase of the Platform hosted by the Host. Upon termination of the Prototype phase, the User will be timeously notified of any change to the Terms of Use of the Platform.

4. Rights to Content

- 4.1. It is understood that the User has vested Intellectual Property rights in the content it shares and otherwise makes available to the Host;
- 4.2. The User guarantees its rights in the Intellectual Property it shares and otherwise makes available to the Host;
- 4.3. The User cedes and/or extends to the Host the right to possess, distribute and publish any content provided to the Host by the User;
- 4.4. The Hosts right to possess, publish and publish the content will terminate upon closure of the User’s account with the Host and upon the Host being notified of the User’s intention close its account;
- 4.5. The User Indemnifies the Host against any Intellectual Property claims made against it as a result of Intellectual Property it shared and otherwise makes available to the Host without the requisite right to do so;
- 4.6. The User guarantees that any content it shares or otherwise makes available to the Host will not contain any Personal information as described and provided for by the Protection of Personal Information Act;
- 4.7. The User undertakes not to utilise the content of any other User;
- 4.8. No license to the Host under any trademark, patent or copyright, or applications for same which are now or may thereafter be obtained by the Host is either granted or implied by the furnishing of any Intellectual Property to the Host.
- 4.9. The parties further agree not to disclose or to use on behalf of any other party any Intellectual Property belonging to any third party unless sufficient written authorisation from the third party is provided.

5. Use of the Platform

- 5.1. The Host undertakes to assist the User in either:
 - 5.1.1. The publishing and distribution of the User’s content which it has made available to the Host;
 - 5.1.2. The provision of contact details of professionals.
- 5.2. The Host will take reasonable measures to ensure the publication and distribution of the User’s content which it has made available to the Host;

- 5.3. During the tenure of the Users utilisation of the Hosts platform, the Host does not guarantee active or passive exposure to the User's intended target market, any increase in prospective clients, leads, website traffic or income generated;
- 5.4. By utilising the platform of the Host, the User guarantees it has complied with any regulations, provisions, code's, rules and common practices required by any regulatory and/or governing body to which the User is affiliated;
- 5.5. The User undertakes not to use the Platform to give any professional advice* and, where it is in breach of such an undertaking it indemnifies the Host against loss or harm suffered by any person as a result of following said advice;
- 5.6. The User, to the best of its knowledge and belief, warrants the correctness and the accuracy of the information in its content to the extent that the User shall not wilfully make any misrepresentations or make available to the Host any false information for publication or distribution;

6. General

- 6.1. The contents hereof may be subject to any further stipulation as provided for by a service level agreement between the User and the Host;
- 6.2. Each of the parties represents and warrants that its actions with respect to this agreement do not conflict with any prior obligations to any third party.
- 6.3. The Host assumes no responsibility for any loss or damages to the User, its customers or any third parties caused by or arising from the use of the platform;
- 6.4. The waiver or failure of either party to exercise in any respect any right provided for in the Terms of Use shall not be deemed a waiver of any further right under the Terms of Use. No waiver by any party of any right under this agreement shall be effective unless reduced to writing and signed by or on behalf of such party;
- 6.5. No indulgence granted by a party shall constitute a waiver or abandonment of any part of that party's rights under this agreement. Accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future;
- 6.6. No party may cede any of that party's rights and or delegate any of that party's obligations in terms of this agreement without the prior written consent of the other party;
- 6.7. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, it shall be enforced to the extent legally permissible and as necessary should reflect the intent of the parties and shall not affect the remaining provisions of this agreement, which shall remain in full force and effect;
- 6.8. No contract varying, adding to, deleting from or cancelling this agreement, and no suspension of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties;
- 6.9. This agreement is binding upon each party and their respective affiliates, subsidiaries or associated companies;
- 6.10. This agreement contains all of the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in the agreement;

*Advice would be subjective opinion, albeit based on perception of fact whereas knowledge would be the transfer of fact.