

DEAM EULA

Please read these terms carefully before using the Deam application.

1. The terms

These Terms of Use ("*Terms*") govern the access or use by you, an individual, or as a company representative in the Republic of South Arica, of the Deam web application, website, content, products and services offered by Deam CC and its affiliates.

By agreeing to these terms and/or by using the services offered by Deam you agree to be bound by the terms. To use the services, you must agree to these terms.

We may terminate your use of the Deam application at any time and are not obliged to furnish you with reasons. We may amend these terms from time to time which amendments will be effective when posted on the website. If you continue to use the application you consent to such amended terms.

Every effort is made to keep your personal information private. Your personal information is collected to improve the services and products offered to you and your location information is used to put you in contact with a contractor operating in your area.

2. The application

The services provided by the Deam application is a technology platform that enables users of Deam's application or website to attempt to identify the cause of an electrical problem in an electrical installation and to put the you in touch with a contractor registered with a third party association to render electrical services. The domestic consumer or commercial property owner may only make use of the application in a personal, non-commercial capacity and may not profit by using the application. YOU ACKNOWLEDGE THAT DEAM DOES NOT PROVIDE ELECTRICAL CONTRACTOR SERVICES BUT MERELY ACTS AS A PLATFORM TO BRING CONSUMERS AND CONTRACTORS TOGETHER. If you are a contractor or third party service provider using the application you acknowledge that the application does not guarantee that you will receive leads or jobs as this will be driven purely by consumer demand in the areas that you operate which is not under Deam's control.

3. End user licence

Subject to your compliance with these terms, Deam grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the application on your personal device or computer solely in connection with your use of the services; and (ii) access and use any content, information and related materials that may be made available through the services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Deam.

4. Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the services or application except as expressly permitted by Deam; (iii) decompile, reverse engineer or disassemble the application except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the services or application; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data

mining any portion of the services or application; or (vi) attempt to gain unauthorized access to or impair any aspect of the services, application or its related systems or networks.

5. Third party services, associations and content

The services and application may be made available or accessed in connection with third party services, associations (such as the Electrical Contractors' Association of South Africa) and content (including advertising) that Deam does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Deam does not endorse such third party services, associations and content and in no event shall Deam be responsible or liable for any products or services of such third party providers. Your access to the services and application using your devices is subject to terms of service set forth by the device manufacturer and the developers of the software platforms developed for your devices.

6. Ownership

The application and services and all rights therein remain Deam's property. Neither these terms nor your use of the application convey or grant to you any rights: (i) in or related to the services except for the limited license granted above; or (ii) to use or reference in any manner Deam's company names, logos, product and service names, trademarks or services marks.

7. Your user account

In order to use the services or application, you must register for and maintain an active personal user account ("*Account*"). You must be at least 18 years of age to obtain an account. Account registration requires you to submit to Deam certain personal information, such as your name, address, mobile phone number and e-mail address. You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain accurate, complete, and up-to-date account information, may result in your inability to access and use the services or Deam's termination of this Agreement with you. You are responsible for all activity that occurs under your account, and you agree to maintain the security and secrecy of your account username and password at all times. Unless otherwise permitted by Deam in writing, you may only possess one account.

You may not authorize third parties to use your account. You may not assign or otherwise transfer your account to any other person or entity. You agree to comply with all applicable laws when using the services, and you may only use the services for lawful purposes. You will not in your use of the services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

8. Sms and e-mail

By creating an account, you agree that the Deam application may send you informational text (SMS) messages and e-mails as part of the normal business operation of your use of the application.

9. Promo codes

Deam may, in Deam's sole discretion, create promotional codes that may be redeemed for account credit, or other features or benefits related to the services and/or a Third Party Provider's services, subject to any additional terms that Deam establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Deam; (iii) may be disabled by Deam at any time for any reason without liability to Deam; (iv) may only be used pursuant to the specific terms that Deam establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Deam reserves the right to

withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Deam determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

10. User provided content

Deam may, in Deam's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Deam through the Services textual, audio, and/or visual content and information (such as photos), including commentary and feedback related to the services provided by Deam or the contractor, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any user content provided by you remains your property. However, by providing User Content to Deam, you grant Deam a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such user content in all formats and distribution channels now known or hereafter devised (including in connection with the services and Deam's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all user content or you have all rights, licenses, consents and releases necessary to grant Deam the license to the user content as set forth above; and (ii) neither the user content nor your submission, uploading, publishing or otherwise making available of such user content nor Deam's use of the user content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide user content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Deam in its sole discretion, whether or not such material may be protected by law. Deam may, but shall not be obligated to, review, monitor, or remove user content, at Deam's sole discretion and at any time and for any reason, without notice to you.

11. Network access

You are responsible for obtaining the data network access necessary to use the services. Your network's data and messaging rates and fees may apply if you access or use the services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and applications and any updates thereto. Deam does not guarantee that the services, the application, or any portion thereof, will function on any particular hardware or devices. In addition, the services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

12. Free of charge

The Deam application is provided free of charge to domestic consumers only. You understand that use of the services may result in charges to you for the services or goods you receive from a third party provider/contractor ("*Charges*"). Charges paid by you are final and non-refundable, and subject to the terms and conditions of the third party provider/contractor. You retain the right to request lower charges from a contractor for services or goods received by you from such contractor at the time you receive such services or goods.

As between you and Deam, Deam reserves the right to establish, remove and/or revise charges for any or all services or goods obtained through the use of the application at any time in Deam's sole discretion.

You may elect to cancel your request for services or goods from a contractor at any time prior to such contractor's arrival, in which case you may be charged a cancellation fee.

After you have received services or goods obtained through the application, you will have the opportunity to rate your experience and leave additional feedback about your contractor.

13. Disclaimer, indemnity and limitation of liability

The services and application are provided "as is" and "as available." Deam disclaims all representations and warranties, express, implied, or statutory, not expressly set out in these terms, including the implied warranties of fitness for a particular purpose and non-infringement. In addition, Deam makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services or any services or goods requested through the use of the services, or that the services will be uninterrupted, guaranteed or error-free. Deam does not guarantee the quality, suitability, safety or ability of third party providers/contractors. You agree that the entire risk arising out of your use of the application, and any service or good requested in connection therewith, remains solely with you.

Deam shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any use of the services, even if deam has been advised of the possibility of such damages. Deam shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the services or your inability to access or use the services; or (ii) any transaction or relationship between you and any third party provider/contractor, even if Deam has been advised of the possibility of such damages. Deam shall not be liable for delay or failure in performance resulting from causes beyond Deam's reasonable control.

Deam's services may be used by you to request and schedule electrical repair and maintenance work, goods and other services with third party providers/contractors, but you agree that Deam has no responsibility or liability to you related to any services or goods provided to you by third party providers other than as expressly set forth in these terms.

You agree to indemnify and hold Deam and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the application or services or goods obtained through your use of the services; (ii) your breach or violation of any of these terms; (iii) Deam's use of your user content; or (iv) your violation of the rights of any third party, including contractors.

14. Dispute resolution

You agree that any dispute or claim arising out of or relating to these terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the services or application (collectively, "*Disputes*") will be settled by binding arbitration between you and Deam, except that each party retains the right to bring an individual action in the small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Deam are each waiving the right to to participate as a plaintiff/complainant or class in any purported class action or representative proceeding. Further, unless both you and Deam otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these terms.

15. Other terms

These terms are governed by and construed in accordance with the laws of the Republic of South Africa.

Deam may give notice by means of a general notice on the services, via sms or electronic mail to your email address in your account. Such notice shall be deemed to have been given upon the expiration 12 hours after sending or posting it.

GENERAL

You may not cede or assign these terms without Deam's prior written approval. Deam may cede or assign these terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Deam's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Deam or any third party provider/contractor as a result of this agreement or use of the application. If any provision of these terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Deam's failure to enforce any right or provision in these terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Deam in writing.