



1 MYSTERY SHOPPER MOBILE APPLICATION TERMS AND CONDITIONS

- 1.1 These Terms and Conditions are binding and enforceable against all persons (**users**) that access Clover's **Mystery Shopper** mobile application or any part thereof (**the platform**), which includes and covers content made available via other channels, such as social media accounts, in terms of Section 11 of the Electronic Communications and Transactions (ECT) Act 20 of 2002.
- 1.2 If you do not agree to these Terms and Conditions, you must please immediately leave and desist from accessing this Clover mobile application, as further use will automatically bind you to these Terms and Conditions.

2 TERMS AND CONDITIONS OF ACCESS TO AND USE OF THIS PLATFORM

- 2.1 Clover Proprietary Limited and its subsidiaries ("**Clover**") shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of any content, products or services available on this platform.
- 2.2 All intellectual Property on this Clover platform, including but not limited to content, registered trademarks, service marks, copyrights, database rights, logos, icons, pictures, videos, downloads, domain names and patents ("**the material**") are the property of Clover and are protected from infringement by legislation.
 - 2.2.1 Nothing whatsoever contained on this application should be construed as granting of any right, title or interest to the material.
- 2.3 Clover reserves the right, in its sole and absolute discretion, to change these Terms and Conditions, the content of, and / or services available from this application without prior notice.
 - 2.3.1 It is the responsibility of the user to periodically to review this page for updates to these Terms and Conditions, which shall come into effect once posted. Your use of the Clover application will be deemed acceptance of these updated Terms and Conditions.
- 2.4 Clover shall take all reasonable steps to secure the content of this platform, and the information provided by and collected from users from unauthorised access and/or disclosure. However, Clover does not warrant or represent that the content is totally safe or secure, nor shall it be held liable for any error, omission and / or inaccuracy contained

on this platform. The user should always verify the information set out in this Clover platform with independent authorities before acting or relying on it.

2.4.1 It is the user's responsibility to ensure they make use of virus checking software on any material downloaded from the Clover platform and to ensure the compatibility of such software with the user's equipment.

2.5 In certain circumstances, Clover may provide hyperlinks to other websites not controlled by Clover. Such hyperlinks do not imply any endorsement, agreement on or support of the content, products and / or services of such websites.

2.5.1 The user acknowledges and agrees that Clover is not responsible or liable, directly or indirectly, for any damage, loss or cost caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.

2.6 To the fullest extent permitted by law Clover (including its employees, officers, directors, shareholders, assigns, suppliers, internet service providers, partners and/or agents) hereby disclaim all liability for any loss, cost or damage (direct, indirect, consequential , or otherwise) suffered by the user as a result of the user's use of the platform or from any virus transmitted through the platform, or sites or applications accessed from this application, whether such loss, cost or damage arises from our negligence or otherwise and even if we are expressly informed of the possibility of such loss or damage.

2.7 The platform and the information contained therein are supplied on an "as is" basis and Clover does not make any express, tacit or implied representations or warranties in respect thereof.

2.7.1 Clover undertakes that it shall take all reasonable steps to ensure the quality and accuracy of content available on this application but does not warrant such quality and accuracy.

2.8 Information, ideas and opinions expressed on this platform should not be regarded as professional advice or the official opinion of Clover and users are encouraged to obtain professional advice before taking any course of action whatsoever related to the information, ideas or opinions expressed on this platform.

2.9 The user here indemnifies Clover against any loss, damage or cost incurred by Clover arising out of the user's use of the Clover platform, any of its services or any information accessible over or through the Clover **Mystery Shopper** application , including information obtained from linked sites, the user's submission or transmission of information or material on or through the Clover platform or the user's violation of these Terms and Conditions or any other laws, regulations and rules.

2.10 Clover may restrict, suspend or terminate any user's access to the Clover platform if Clover, in its sole and absolute opinion, believes or suspects that the user has or may breach these Terms and Conditions at any time. Any such restriction, suspension or

termination will be without prejudice to any rights which Clover may have against the user in respect of user's breach of these Terms and Conditions.

- 2.11 Subject to the provisions of the Regulation of Interception of Communications Act 70 of 2002, Clover has right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the user to this platform and Clover's employees.
- 2.12 These Terms and Conditions, including our [External Privacy Notice](#), supersede any and all prior promises, representations, agreements, statements and understandings whatsoever between Clover and the user.
 - 2.12.1 These Terms and Conditions and Clover's External Privacy Notice, shall constitute the entire agreement between Clover and the user in relation to its subject matter.
 - 2.12.2 Any failure by Clover to exercise or enforce any right or provision of the Terms and Conditions shall in no way constitute a waiver of such right or provision.
 - 2.12.3 Should any provision of the Terms and Conditions be determined, by a court of law with competent jurisdiction, to be unenforceable or invalid, the parties (Clover and the user) nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms and Conditions shall remain in full force and effect.