

## **STROVE'S TERMS AND CONDITIONS OF WEBSITE USE AND SERVICES**

By accessing or using [www.stroveapp.com](http://www.stroveapp.com) ("the Website"), owned by **Strove Ventures (Pty) Ltd.** (reg: 2020/434385/07) ("Strove") or any of its Services thereon, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("Terms"), in conjunction with any additional Strove terms particularly applicable to you and the Services you utilise (such as the Application Terms applicable to the use of the Strove Application). All rights in and to the content of the Website remain at all times expressly reserved by Strove.

The main Services are made available via the distinct Strove application available on both Google Play Store and Apple iStore ("**Application**"), which houses further terms of use and service for users of the Application.

Please see Strove's distinct sections on Privacy, Intellectual Property, and Disclaimers & Indemnities.

**Please pay specific attention to the BOLD paragraphs of the Strove Terms. These paragraphs limit the risk or liability of Strove, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Strove or is an acknowledgement of any fact by you.**

- **Please read these terms carefully before accessing or using the Website or Services. Strove will assume you have read and understood these terms should you continue to access or make use of the Website and/or Services.**
- **By using the Website and/or Services, you warrant that you have carefully read and understood these Strove Terms, and have familiarized yourself with all the information provided to you about our Services, Website and/or Application and agree to all stated conditions set forth in these Terms.**
- **You further understand and agree that these Terms also contain a release of liability in Strove's favour, and that you accept these Terms of your own free will. These Terms are binding on your heirs, dependents, legal representatives and assigns.**

**It is important to note the following:**

- **The Services provided on the Strove Application are lifestyle suggestions only, and do not constitute the provision of any sort of medical or other regulated information/service. Only use the Application Services upon confirmation and supervision of your chosen health practitioner, and always use your own/a professional's volition and expertise to guide you on what exact Application services to use or not, for which Strove will not be liable in any way.**
- **The terms "user", "you", "user" and "your" are used interchangeably in these Terms and refer to all persons accessing the Website or using the Services for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to Strove or its possession.**
- **Not all terms are necessarily defined in order.**
- **These terms were last updated on 01/07/2021.**

### **1. INTRODUCTION TO THE WEBSITE AND SERVICES**

- 1.1. Strove provides this Website as an information, contact and advertisement platform explaining and advertising its cutting-edge and exciting health & lifestyle balance and associated rewards services (and other services) offered directly via its Application (collectively, the "**Service/s**").

- 1.2. These Terms explain the conditions applicable to how users must make use of the Website, where the core provisions applicable to a user's use of any Services or the Application must be acquired and accepted on the Application itself. Depending on the exact Services used, a user may also need to conclude additional agreements/terms with Strove, which agreements/terms will contain more specific details and/or conditions relating to the exact Service acquired, including exact services and fees to be expected.
- 1.3. In return for using some of the Services available, the user may have to pay a fee to Strove ("**Fee**"), but same Fee will be detailed to you on the Application before you incur such a Fee, or in any further Service-specific agreement you may conclude with Strove or another third party. Please visit the Website or Application or contact us for a breakdown of the exact current Fees applicable to your chosen Services.
  - 1.3.1. In general, employee or associated users allowed to subscribe to the Application Services will not pay a Fee to Strove for their use of the Application/Services, where their employer/empowering party obtaining access for those parties will be liable to pay a Fee to Strove, which will be confirmed between Strove and such party in an agreement concluded between them.
- 1.4. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Strove uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is therefore your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.5. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

## **2. PROCESSING AND PRIVACY OF PERSONAL INFORMATION**

- 2.1. Strove takes the processing of your personal information very seriously and does so in accordance with the South African *Protection of Personal Information Act, 2013* ("**POPI**" - as amended). Please see Strove's [Privacy Policy](#) regarding more details on how Strove uses and processes your personal information.
- 2.2. By entering your personal information on the Website and/or Application or providing it to us in any way, you warrant that the person using the Website/Services/Application is you and/or you have the legal authority to act on behalf of a corporate entity.
- 2.3. **Do not provide us with any personal information which is not yours, or which you have no lawful right to provide on another entity's/person's behalf. Do not provide us with the personal information of a minor in any way. Your failure to adhere to these provisions constitutes your immediate and material breach of these Terms.**

## **3. THE SERVICES**

- 3.1. For further and exact information on the various Services currently offered by Strove, or those specific to you, please consult the relevant "How it Works" and other pages on the Website, or please contact [info@stroveapp.com](mailto:info@stroveapp.com) who will gladly assist.

### **3.1.1. Contacting us for more information about the Application, Services or otherwise:**

- 3.1.1.1. Using the relevant prompts on the Website, users can request an engagement from us, which will enable the user to discover more about our Services and the Application.

- 3.1.1.1.1. Partners can engage with us to see how Strove can bring more traffic to their services, and our corporate clients can engage to get their staff enrolled and authorised to use the Application.

### **3.1.2. Reviewing our partners who accept your earned Strove rewards:**

- 3.1.2.1. Users can review the list of retail partners who accept the points-rewards earned by users of the Application, using the relevant “Partners” page on the Website.
- 3.1.2.2. Full details and conditions for the earning and use of such points-rewards are detailed in the [Application Terms](#).

#### **4. PAYMENT FOR USE OF WEBSITE AND/OR APPLICATION**

- 4.1. The use of the Website is free at all times.
- 4.2. The use of the Application may attract a fee, but this applicable fee will be detailed in the contract we conclude with our clients, and will depend on the exact Services you acquire and use on the Application, as well as whether you are the client paying to have their staff/users authorised to use the Services, or if you are a staff/authorised user.

#### **5. USER RESPONSIBILITIES AND WARRANTIES**

- 5.1. By using the Website and/or the Services, you warrant that:
  - 5.1.1. you have read and agreed to these Terms and will use the Website and Services in accordance with them;
  - 5.1.2.** all information you provide to the Website and/or Strove is true and accurate in every respect;
  - 5.1.3. you understand and agree that you take all responsibility for the decisions you make via the Website and/or Services;
  - 5.1.4. you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
  - 5.1.5. you lawfully possess and submit all information to the Website and/or Strove for the use of it or the Services;
  - 5.1.6. you understand that you acquire access to the full suite of Strove Services via the Application and not on this Website, where access to the full suite of Services on the Application is only provided to parties who have been authorised to use such Application and the full suite of Services thereon;
  - 5.1.7. you will not knowingly post or upload any activity data on the Application that is fraudulent or dishonest in an attempt to claim rewards or compete in challenges. Examples include but are not limited to:
    - Uploading activities not performed by you
    - Uploading activities tracked while in a motorised vehicle
    - Modifying activity data files before uploading
    - Uploading normal day-to-day movement or sedentary time as an activity
    - Classifying an activity type incorrectly to access an inappropriate points algorithm
    - Knowingly using a faulty heart rate monitor to increase average heart rate values
  - 5.1.8. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
  - 5.1.9. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end ‘look and feel’ of the Website or the underlying software code;
  - 5.1.10. you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;**

- 5.1.11. you will not use the Website platform for any commercial purpose other than as expressly provided for by Strove herein;
- 5.1.12. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- 5.1.13. you will not facilitate or assist any third party to do any of the above,  
failing which, your failure will automatically be deemed to be a material breach of these Terms, allowing Strove to use its full spectrum of rights available to it against the infringing party, including reporting you to the authorities, denying you access to or use of any Service, the Application or the Website and/or claiming contractual (including consequential) damages from you.
- 5.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
- 5.3. **Without prejudice to any of Strove's other rights (whether at law or otherwise), Strove reserves the right to deny you access to the Website or the Services where Strove believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 5.4. **Strove does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

## 6. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 6.1. Data messages, including email messages, sent by you to Strove will be considered to be received only when acknowledged or responded to.
- 6.2. Data messages sent by Strove to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 6.3. Strove reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 6.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Strove is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Strove to a user, between users or from a user to Strove.

## 7. HYPERLINKS, DEEP LINKS, FRAMING

- 7.1. The Website may include links to other internet sites ("**the other sites**"). Strove does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 7.2. Strove does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to [info@stroveapp.com](mailto:info@stroveapp.com) to request the removal of such content.
- 7.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

## 8. ADVERTISING AND SPONSORSHIP

- 8.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with all applicable laws and regulations.
- 8.2. Strove, its shareholders, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## 9. INTELLECTUAL PROPERTY PROTECTION

- 9.1. All Website layout, content, material, information, data, software, icons, text, graphics, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks (whether registered or un-registered), together with the underlying software code and everything submitted by a user to the Website and Strove in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Strove, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
  - 9.1.1. For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided Strove with a non-exclusive, non-transferable licence to use such user intellectual property as Strove deems fit on the Website and/or in advertising, for as long as the user remains a registered user of the Services.
- 9.2. **Subject to the rights afforded to you in these terms, all other rights to all intellectual property and content on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, multi-media content, graphics or other material on the website or the underlying software code whether in whole or in part, without the written consent of Strove first being granted (through a content use-license or otherwise), which consent may be refused at the discretion of Strove. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Strove and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in (amongst other things) a claim of damages being brought against you.**
- 9.3. Strove reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).
- 9.4. Where any of the Website intellectual property has been licensed to Strove or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.
- 9.5. Subject to adherence to the Terms, Strove grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the user is the primary user. **However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Strove.**
- 9.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Strove at [info@stroveapp.com](mailto:info@stroveapp.com).

## 10. DISCLAIMERS AND WARRANTIES

- 10.1. The Website and Services, including any intellectual property appearing therein, are provided "as is" and "as available". Strove makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services, Application or the information contained on it/them.
- 10.2. Strove, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services/Application offered, including the information about any particular Service.
- 10.3. Strove, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, physical harm, death, injury, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Website or Application in any manner.
- 10.4. Strove takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Strove does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

## 11. INDEMNITIES

- 11.1. The user indemnifies and holds harmless Strove, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website, Application and/or Services offered or concluded through the Website/Application in any way.
- 11.2. The user agrees to indemnify, defend and hold Strove harmless from any direct or indirect liability, loss, harm, injury, death, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.
- 11.3. This clause will survive termination of this agreement.

## 12. COMPANY INFORMATION

- |   |                                       |
|---|---------------------------------------|
| 12.1. Site owner:                             | Strove Ventures (Pty) Ltd.            |
| 12.2. Legal status:                           | For profit, limited liability         |
| 12.3. Registration number:                    | 2020/434385/07                        |
| 12.4. Director:                               | Chris Bruchhausen                     |
| 12.5. Description of main business:           | Online software-as-a-service provider |
| 12.6. Telephone number:                       | +27 71 878 9550                       |
| 12.7. Email address:                          | chris@stroveapp.com                   |
| 12.8. Website address:                        | www.stroveapp.com                     |
| 12.9. Physical address:                       | 4 Debaren Close, Cape Town, 7945      |
| 12.10. Postal address:                        | 4 Debaren Close, Cape Town, 7945      |
| 12.11. Registered address:                    | 4 Debaren Close, Cape Town, 7945      |
| 12.12. Any applicable association membership: | None                                  |

## 13. DISPUTE RESOLUTION AND GOVERNING LAW

- 13.1. The user's access and/or use of the Website, Application and/or Services, any downloaded material from it and the operation of these Terms (including any transaction/license concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 13.2. Should any dispute, disagreement or claim arise between a user and Strove concerning use of the Website, Application or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 13.3. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion between them, for the purposes of finding a mutually beneficial solution.
- 13.4. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Cape Town, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 13.5. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

#### **14. TERMINATION OF USE OF WEBSITE OR SERVICES**

- 14.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, STROVE RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR USE OF THE WEBSITE, APPLICATION, SERVICES AND/OR ANY CONTENT USE-LICENSE IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT STROVE GIVES REASONABLE NOTICE TO YOU.**
- 14.2. **You may terminate your use of the Services at any time, subject to any additional conditions related thereto which a user may be subject to by virtue of another agreement concluded between the user and Strove. Further, termination by a user will not affect any existing obligation that that user may have accrued at the time of termination, which will not be affected by same termination (such as the payment of Fee to Strove).**

#### **15. FORCE MAJEURE**

- 15.1. If Strove is prevented from or hindered or delayed in performing any obligation under these Terms by reason of any circumstance beyond its reasonable control (including but not limited to, acts of god, medical pandemics, governmental restraints, strikes, labour disputes (other than strikes or labour disputes by its own staff), war, extreme weather, electrical/internet load-shedding, fire, flood, riot, sabotage and terrorism), it shall be excused performance to the extent affected by the circumstances concerned so long as it shall both give notice to any effected user, if applicable, of those circumstances promptly after they first affected performance and use all reasonable commercial endeavours to remove or avoid their cause or effect.

#### **16. NOTICES AND SERVICE ADDRESS**

- 16.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
  - 16.1.1. in the case of Strove, at 4 Debaren Close, Zwaanswyk, Cape Town, 7945; or
  - 16.1.2. in the case of the user, at the e-mail and addresses provided by the user to Strove in their engagement with them, or as provided against their Profile in the Application.

- 16.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 16.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## 17. GENERAL

- 17.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.4 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 17.2. No indulgence, leniency or extension of time granted by Strove shall constitute a waiver of any of Strove's rights under these Terms and, accordingly, Strove shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 17.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 17.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 17.5. Should you have any complaints or queries, kindly address an email to Strove at [info@stroveapp.com](mailto:info@stroveapp.com).
- 17.6. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and user) (including collection commission) which may be incurred by Strove in relation to the payment failure or breach.
- 17.7. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 17.8. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 17.7.