

Terms and Conditions Relating to Use of the LOLA Mobile Application

RE-ACTION (PTY) LIMITED TERMS AND CONDITIONS

INTRODUCTION

Please read the following terms and conditions very carefully. If you do not agree with the following terms and conditions, do NOT download or install this software. By downloading, installing or using this software or any portion thereof, you agree to the following terms and conditions set out below.

These are the general terms and conditions governing your use of this software the services of LOLA. By accessing, using or signing up for this software, information snippets or any other services, you are concluding a legally binding agreement based on these terms with Re-Action (Pty) Ltd ("Re-Action").

MODIFICATIONS TO THIS AGREEMENT

Re-Action may make changes to this Agreement from time to time in its sole discretion, by updating this posting on the software, and specifying the effective date of the new version of this Agreement. Your continued use of the software following the posting of a new version of the Agreement constitutes your acceptance of any such changes. Accordingly, whenever you visit the mobile application you should check to see if a new version of the Agreement has been posted.

USE OF THE LOLA MOBILE APPLICATION

This agreement ("this Agreement") is entered into between you ("You") and Re-Action (Pty) Limited ("Re-Action"). Subject to the terms and conditions of this Agreement, You are hereby granted the non-transferable right to use this software ("LOLA Mobile Application") solely for personal, non-commercial purposes.

You may not use the LOLA Mobile Application in any manner that may impair, overburden, damage, disable or otherwise compromise or in any way interfere with - (i) any other party's use and enjoyment of the LOLA Mobile Application; or any services offered on the LOLA Mobile Application. You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the LOLA Mobile Application, including, without limitation, any usage rules set forth in the online application store terms of service.

From time to time, Re-Action may, in its discretion, automatically check the version of the LOLA Mobile Application installed on the Authorized Device and, if applicable, provide updates or upgrades for the LOLA Mobile Application ("Updates"). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the LOLA Mobile Application. By installing the LOLA Mobile Application, you authorize the automatic download and installation of updates and agree to download and install updates manually if necessary. Your use of the LOLA Mobile Application and updates will be governed by this Agreement (as amended by any terms and conditions that may be provided with updates).

Re-Action reserves the right, in its discretion, to temporarily disable or permanently discontinue any and all functionality of the LOLA Mobile Application at any time without notice and with no liability, in any respect whatsoever, to You.

For the avoidance of doubt, this Agreement is solely between Re-Action and You.

CONTACT INFORMATION

If you have any questions or concerns with respect to this Agreement or the Mobile Application you may contact a representative of Re-Action by email or mail at Customer Service, _____

INTENDED AUDIENCE

This Mobile Application is not intended for the use of children under the age of 12 years. If you are under the age of 12 years old, you must refrain from accessing or using this Mobile application. In the event that you are between the ages of 12 to 18 years of age you are required to get the permission of a parent or guardian to access this mobile application and to bind yourself to these terms and condition. In the event that you bind yourself to these terms and conditions it is deemed that the permission as indicated above, has been obtained.

PRIVACY

Re-Action and its agents and employees shall take all reasonable steps to protect any personal information which is collected by virtue of your use of this mobile application. By submitting your personal information, you consent to your personal information being specifically used for aggregated data analysis and research. Please note that Re-Action may anonymise your data for research purposes. In the event that Re-Action becomes aware of any breach in the protection of your personal information, it will immediately inform you of such suspected breach and inform you of the steps that are being taken in order to mitigate the risk of your personal information being shared with any unauthorized Third Party.

YOUR USE OF CONTENT AND INFORMATION -- DISCLAIMER WITH RESPECT TO CONTENT

A variety of information, advice, recommendations, letters, messages, text, graphics, software, data, and other materials ("content") is available on the Web Site. Some of the Content is provided by Re-Action or its suitably qualified advisors. While Re-Action strives to keep the content of the mobile application correct, accurate and up to date, Re-Action cannot guarantee, and is not responsible for, the accuracy, completeness, or timeliness of any content, whether provided by Re-Action or its experts.

Please note that any information published on the mobile application by Re-Action is done so with the advice of various persons qualified in the field, which the information relates. Re-Action does not at any time purport to be a Financial Advisor, Medical Professional or Legal Advisor.

Content made available through the LOLA Mobile Application is protected by applicable intellectual property rights and is the sole property of Re-Action, and other entities or persons that provide such content to Re-Action to be published on the LOLA mobile application. You may not (or enable others to) copy, distribute, display, modify, or otherwise use the content of the LOLA mobile application except as it is provided to you through the LOLA mobile application.

THE CONTENT AVAILABLE VIA THE MOBILE APPLICATION IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER RE-ACTION NOR ITS SUPPLIERS OR USERS ARE ENGAGED IN RENDERING MEDICAL, COUNSELING, FINANCIAL ADVISING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE.

SUCH CONTENT IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS MEDICAL, FINANCIAL, LEGAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER, ATTORNEY, OR FINANCIAL ADVISOR FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR DOCTOR, ATTORNEY OR FINANCIAL ADVISOR BEFORE ACTING UPON ANY INFORMATION SUPPLIED VIA THIS MOBILE APPLICATION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE LOLA MOBILE APPLICATION OR THROUGH SHALL CREATE ANY WARRANTY, IN ANY RESPECT WHATSOEVER, NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

ANY CONTENT OR MATERIAL YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE LOLA MOBILE APPLICATION IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND USED AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR AUTHORIZED DEVICE (OR ANY OTHER DEVICE) OR ANY LOSS OF DATA THAT MAY RESULT FROM DOWNLOADING ANY SUCH CONTENT OR MATERIAL.

THE LOLA MOBILE APPLICATION IS NOT INTENDED FOR USE IN ANY ACTIVITIES DURING WHICH THE FAILURE OF THE LOLA MOBILE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

YOUR USE OF THE LOLA MOBILE APPLICATION IS AT YOUR SOLE AND ENTIRE RISK. RE-ACTION SHALL NOT BE OBLIGATED TO PROVIDE YOU WITH ANY MAINTENANCE OR SUPPORT SERVICES IN CONNECTION WITH THE LOLA MOBILE APPLICATION.

RE-ACTION MAKES NO WARRANTY :- (I) THAT THE LOLA MOBILE APPLICATION WILL MEET YOUR REQUIREMENTS; (II) THAT THE LOLA MOBILE APPLICATION WILL BE ERROR-FREE; (III) REGARDING THE SECURITY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE LOLA MOBILE APPLICATION; (IV) THAT ANY ERRORS IN THE LOLA MOBILE APPLICATION WILL BE CORRECTED.

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Ownership

This mobile application is owned by Re-Action. All right to, title to, and interest in the content available via the mobile application, the mobile application's look and feel, the designs, trademarks, service marks, and trade names displayed on the mobile application, are the property of Re-Action or its licensors, and are protected by copyrights, trademarks, patents, or other proprietary rights and laws.

License to Use Content

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Trademark Notices

All trademarks, service marks, logos and designs used on this mobile application, whether registered or unregistered, are owned by Re-Action or other third parties. You may not use or display any trademarks, service marks, logos or designs owned by Re-Action or its affiliates without our prior written consent.

SECURITY

Any user that attempts to gain unauthorized access to the LOLA mobile application, or transmits, or attempts to transmit any damaging code or malware to this mobile application could face criminal prosecution. Re-Action may also in its sole discretion institute civil action for any damages suffered as a result of the conduct, or exercise any other remedy available under South African law.

LIMITATIONS OF LIABILITY

Re-Action and its affiliates assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the content available via the mobile application. You must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Additionally, in no event will Re-Action or its affiliates be liable for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, any loss of use, loss of profits, loss of data, cost of procurement of substitute products or services, or any other such damages, howsoever caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise resulting from (1) the use of, or the inability to use the mobile application; (2) the cost of procurement of substitute services, items, or mobile applications; or (3) any other matter relating to the use of the mobile application.

INDEMNIFICATION

You agree to indemnify and hold harmless Re-Action, its Directors, officers, Employees, Agents, and Affiliates, from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the agreement; or (2) the content you receive through the mobile application.

YOUR ACCOUNT

You are responsible for maintaining the confidentiality of any passwords associated with your LOLA account, monitor all activity under the account, and assume full responsibility for all activities that occur under your account (unless we cause a security breach, for which you will be notified immediately).

TERMINATION AND BREACH

You may terminate this Agreement at any time by requesting that your personal data be deleted by Re-Action from the LOLA data base and further by permanently deleting the LOLA mobile application in its entirety from the

Authorized Device. Please note however that your consent to these terms and conditions will be kept indefinitely, should it be required.

In the event that this mobile application is used by you in breach of these terms and conditions Re-Action reserves their rights, as set out in these terms and conditions, to immediately terminate your access to the mobile application. After termination, you shall no longer be able to access the mobile application. The provisions of this agreement which by their intent or meaning are intended to survive the termination of this agreement shall continue to apply indefinitely.

SEVERABILITY OF AGREEMENT

If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein

APPLICABLE LAW

This Agreement and the resolution of any dispute related to this Agreement or the Mobile Application shall be governed by and construed in accordance with the laws of South Africa without giving effect to any principles of conflicts of law. Any legal action or proceeding between Re-Action and you related to the Agreement shall be brought exclusively in a court of competent jurisdiction sitting in South Africa, and you agree to submit to the personal and exclusive jurisdiction of such courts.

MISCELLANEOUS PROVISIONS

This Agreement is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto. The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.