

TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

SneakIn Technologies (Pty) LTD is the registered company with a trading name of SneakIn and its website is www.sneakin.net

Your access and use of the applications, websites, content, products, and services (Services) constitutes your agreement to be bound by these Terms of Use (Terms), which establishes a contractual relationship between you and SneakIn. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. SneakIn may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

SneakIn may amend the Terms related to the Services from time to time. Amendments will be effective upon SneakIn's posting of such updated Terms at this location or SneakIn's website or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

SneakIn may provide to a law enforcement agency, claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include a crime, accident, offence, involving you and a Third Party and or another registered user and such information or data is necessary to resolve the complaint, dispute or conflict.

Registering to SneakIn provides access to the SneakIn online database directory. Our goal is to provide the user with a platform to search, make connections and arrange to meet with a person of interest. SneakIn's Services intended exclusively for people aged 18 years and above and fully competent. We try our best to ensure that our registered users observe and respect the rules established in our Terms and Conditions. We reserve the right to deregister any registered user who violates these rules.

Sneakin Technologies (Pty) LTD and SneakIn will not be held responsible for any actions taken by any registered user as we do not control them in any way. However, we will review any complaint about any registered user in order to determine if any rules established by SneakIn have been violated. You may send an e-mail to feedback@sneakin.net if you wish to identify any registered user you believe has or is in violation of any of our rules.

SneakIn will never share your personal details with a 3rd party but reserves the right to use the images displayed on our site for, and not limited to promotions and advertising whether on social media, advertising banners and/or on our site. If you do not wish for your images to be used for promotions, please inform us in writing and we will adhere to your request.

Registering with SneakIn does not guarantee that you will find, receive requests, receive responses, and benefit from contacting and/or connecting with any of the registered users on the site. By your use of SneakIn service, you, the user, agree to fully indemnify, defend, and

hold harmless SneakIn, its officers, directors, employees, shareholders, suppliers, server maintainers, and contributors against any and all claims arising out of said use, regardless of the cause, effects, or fault.

Under no circumstances will SneakIn, its officers, directors, employees, shareholders, suppliers, server maintainers, and contributors be liable for any damages from your reliance upon anything derived from this site even if SneakIn, its officers, directors, employees, shareholders, suppliers, server maintainers, or contributors have been advised that such defect or unsuitability exists.

SneakIn, its officers, directors, employees, shareholders, suppliers, server maintainers, and contributors disclaim all liability to you, the registered user, for damages, costs and expenses, including legal fees, and you, the registered user, have no remedies for negligence or under strict liability, or for breach of warranty or contract, including but not limited to indirect, consequential, punitive or incidental damages, even if you give notice of the possibility of such damages. **SneakIn's liability in any case shall not exceed the amount paid to meet in accordance to this agreement.**

You, the registered user, by accepting these Terms assure SneakIn that, you, the registered user will comply with any and all local, provincial, national and federal laws concerning any and all meetings arranged through SneakIn, of any country.

You, the registered user, also agree that you are not, will not and do not intend using SneakIn as a means to participate in, purchase or solicit any illegal activities. Since SneakIn has no affiliation or control over, you, the registered person, we shall not be held liable for any, interactions between you, the registered person and other registered persons who may also have officers, directors, employees, shareholders, agents, or outside contractors over whom we have no control and with whom we have no affiliation. You, the registered user will not under any circumstances misrepresent any information including but not limited to your identification, names, qualifications and abilities when using our Services.

SneakIn makes no guarantees of any service provided by any registered persons on our Services. SneakIn does not verify any qualifications, images and profiles of any registered user.

You, the registered user are prohibited to:

- Upload and disseminate pornographic, abusive, libellous education, offensive, hateful, racist, threatening the Youth Protection Act and the privacy rights of other infringing or illegal content;
- Upload and distribute content that have been completely or partially copied without the consent of the author of other protected content;
- Upload and distribute content, which affect or hurt, in particular personality rights, copyright or intellectual property rights and all other rights of registered users and third parties;
- Cause nuisance, annoyance, inconvenience, or property damage, whether to another registered user 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;
- Sell or other transfer of the Accounts on the portal / in the app.

SneakIn may, in SneakIn's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to SneakIn through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, 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 SneakIn, you grant SneakIn 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 SneakIn'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 SneakIn 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 SneakIn'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, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by SneakIn in its sole discretion, whether or not such material may be protected by law. SneakIn may, but shall not be obligated to, review, monitor, or remove User Content, at SneakIn's sole discretion and at any time and for any reason, without notice to you.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. SneakIn does not guarantee that the Services, 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.

The Services may be made available or accessed in connection with third party services and content (including advertising) that SneakIn 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. SneakIn does not endorse such third party services and content and in no event shall SneakIn be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

The Services and all rights therein are and shall remain SneakIn's property or the property of SneakIn's licensors. Neither these Terms nor your use of the Services 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 SneakIn's company names, logos, product and service names, trademarks or services marks or those of SneakIn's licensors.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to SneakIn certain personal information. You agree to maintain accurate, complete, and up-to-date information in your Account including at least one valid payment method (either a credit card or accepted payment partner). Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or SneakIn's termination of these Terms 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 SneakIn in writing, you may only possess one Account.

You understand that use of the Services may result in charges to you for the Services you receive from another registered user or another party (Charges). After you have received Services obtained through your use of the Services, SneakIn will facilitate your payment of the applicable Charges on behalf of the other registered user as such registered user limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the registered user. Charges paid by you are final and non-refundable, unless otherwise determined by SneakIn.

All Charges are due immediately and payment will be facilitated by SneakIn using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that SneakIn may, as the other registered user's limited payment collection agent, use any possible means legally permitted to collect the Charges including usage of a secondary payment method in your Account, if available.

You may elect to cancel a meeting request prior to such meeting scheduled time, **which requires approval by the patron**, and when such approval is granted you may be charged a cancellation fee. Where you fail to arrive for an arranged meeting, you will be charged the full amount for such a meeting. You understand and agree that, while you are free to provide additional payment as a gratuity to any registered user who provides you with Services obtained through the Services, you are under no obligation to do so. Gratuities are voluntary. After you have received Services obtained through the Services, you will have the opportunity to rate your experience and leave additional feedback about the other registered user.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SNEAKIN DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, SNEAKIN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SNEAKIN DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF OTHER REGISTERED USERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

SNEAKIN 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 RELIANCE OR ANY USE OF THE SERVICES, EVEN IF SNEAKIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SNEAKIN SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY REGISTERED USER, EVEN IF SNEAKIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SNEAKIN SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND SNEAKIN'S CONTROL.

SNEAKIN'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE MEETINGS WITH OTHER REGISTERED USERS, BUT YOU AGREE THAT SNEAKIN HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, ACCOMODATION OR LOGISTICS RELATED TO PLANNING OR HOLDING ANY MEETING OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

In summary: registered person agrees to hold harmless SneakIn, its officers, directors, employees, shareholders, suppliers, server maintainers, and contributors from any and all claims of any kind arising out of participation as a registered person. You agree to indemnify and hold SneakIn and its officers, directors, employees, shareholders, suppliers, server maintainers, contributors 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 Services or services obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) SneakIn's use of your User Content; or (iv) your violation of the rights of any third party, including other registered users. You agree to indemnify and hold SneakIn, its officers, directors, employees, shareholders, suppliers, server maintainers, and contributors harmless from all liability, cost and expense, including legal fees, that arise directly or indirectly from any of the Services provided by SeakIn.

You may not assign or transfer these Terms in whole or in part without SneakIn's prior written approval. You give your approval to SneakIn for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of SneakIn's equity, business or assets; or (iii) a successor by merger.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.

In these Terms, the words;

“Including” and “include” mean “including, but not limited to.”

“Registered user” means “any consumer of the Services.”