

Lookopen Terms of Service

Lookopen (Pty) Ltd ("Lookopen", "we", "us" or "our") agrees to furnish services to the Subscriber (the "Subscriber", "you" or "your"), subject to the following Terms of Service. Use of Lookopen's service constitutes acceptance and agreement to Lookopen's Terms of Service.

Lookopen reserves the right to modify the Terms of Service without notice.

Use of Services

You may use our services, provided that you are of legal age to form a binding contract and are not barred from receiving such services under the laws of South Africa or other jurisdictions. In order to access our services, you are required to provide current and factual identification, contact, and other information as part of the registration process. By disclosing your personal information to us, you consent to our collecting, processing and storing it in accordance with our Privacy Policy (<https://www.lookopen.com/privacy>). You are responsible for the confidentiality of your account information and for all activities that occur under your account. You are solely responsible for all content within your account. You agree to immediately notify Lookopen of any unauthorized use of your account or any other breach of security. Lookopen will not be liable for any loss or damage as a result of your failure to provide us with accurate information or to keep your account secure.

Consumer Protection Act

For the purposes of complying with the Consumer Protection Act, 2008, certain portions of these terms have been written in bold, so as to draw your attention to such provisions, as they: limit in some way Lookopen's risk or any other person; constitute an assumption of risk or liability by you; impose an obligation on you to indemnify Lookopen or any other person; or constitutes an acknowledgement of fact by you.

You are required to ensure that before using our services, you had an adequate opportunity to read and understand the implications of the terms printed in bold.

By using our services, you agree to these terms and it shall be deemed that you understand the implications thereof and that the terms were written in plain and understandable language that you understand.

Acceptable Conduct

You are responsible for the actions of all users of your account and any data that is created, stored, displayed by, or transmitted by your account while using Lookopen. You

will not engage in any activity that interferes with or disrupts Lookopen's services or networks connected to Lookopen.

Prohibited Usage

You agree that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that Lookopen will impose fees; and/or pursue civil remedies without providing advance notice.

Misuse of System Resources: Intentional misuse of system resources, including but not limited to employing programs that consume excessive network capacity, CPU cycles, or disk IO.

Access to Other Computers or Networks without Authorization: Attempting unauthorized and/or illegal access of computers, networks and/or accounts not belonging to a party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.

Lookopen and the services it provides may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of South Africa or regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Lookopen's services may not be used to facilitate infringement of these laws in any way.

Other Activities viewed as Illegal or Harmful: Engaging in illegal activities or engaging in activities harmful to the operations of Lookopen or Lookopen's customers.

Providing False Data on any Contract or Application: including fraudulent use of credit card numbers.

Invoicing And Payment

You agree that Lookopen shall be permitted to charge your credit card on a monthly, annual, or other agreed upon basis in advance of providing services. Payment is due upon invoicing. Service may be interrupted on accounts that reach 7 days past due. Accounts that are not collectable by Lookopen may be turned over to an outside collection agency for collection.

Subscriber is aware that Lookopen may prospectively change the specified rates and charges from time to time.

Lookopen is not responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by Lookopen. Currency exchange settlements will be based on agreements between you and the provider of your credit card. Prorated credits will not be issued for unused services when the customer retains any active service.

Server Provider Fees

You agree that Lookopen is not responsible for any additional fees charged to your credit card by third-party server providers such as Amazon Web Services, Digital Ocean, Google.

Support Boundaries

Lookopen provides technical support to our subscribers via our email support system. The following are our guidelines when providing support: Lookopen provides support related to your Lookopen created virtual server physically functioning. Lookopen does not offer technical support for application specific issues such as application configuration, programming, web or mail server configuration, or any other such issue under this contract, any support required in this regard will be quoted on separately. Lookopen does not provide technical support to your customers.

Account Cancellation Or Suspension

Lookopen reserves the right to suspend network access to any customer if, in the judgment of the Lookopen network administrators, the customer's server is the source or target of a violation of any of the other terms of service or for any other reason which Lookopen chooses. Lookopen will use reasonable care in notifying the Customer and in resolving the problem in a method resulting in the least amount of service interference. Lookopen reserves the right to terminate service without notice for continued and repeated violations of the terms of service. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

If at any time it becomes necessary for Lookopen to cancel a customer's service without cause, Lookopen will provide 10 days advance notice.

You may cancel the service at any time by using the "Cancel Subscription" link located on the "Profile" subtab of the Lookopen web application, or by sending an email to support@lookopen.com. Cancellation of service does not relieve Subscriber of responsibility for the payment of all accrued charges.

Disclosure To Law Enforcement

The Terms of Service specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that Lookopen may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any court who sends us a valid Court Order, without further consent or notification to the Subscriber. In addition, Lookopen shall have the right to terminate all service set forth in this Agreement.

Server Security

Subscriber is solely responsible for maintaining the security of Subscriber's servers or Services that are created via the Lookopen service. **Lookopen shall have no liability for any security breaches or data breaches of Subscriber's servers or Services, even if those servers or Services were initially created and provisioned by Lookopen. Lookopen does not guarantee the security of any of Subscriber's servers or Services, even if those servers were initially created and provisioned by Lookopen.**

Backup

Subscriber is solely responsible for the preservation of Subscriber's data which Subscriber saves onto its virtual server or Services (the "Data"). Even with respect to Data as to which Subscriber contracts for backup services provided by Lookopen, Lookopen shall have no responsibility to preserve Data. Lookopen shall have no liability for any Data that may be lost.

Warranty Disclaimer

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding: which Subscribers gain access to the Services; what Content you access via the Services; or how you may interpret or use the Content.

You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

Limitation Of Liability

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, DATA THEFT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS ONE MONTH PERIOD, EVEN IF LOOKOPEN HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. SUBSCRIBER ACKNOWLEDGES THAT THE FEES PAID BY HIM OR HER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LOOKOPEN WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST LOOKOPEN ARISING OUT OF SUBSCRIBER'S PURCHASE OR USE OF THE SERVICES, OR ANY CONDUCT OF LOOKOPEN'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO OR USE OF THE SERVICES.

Indemnity

Lookopen wishes to emphasize that in agreeing to the Lookopen Terms of Service, the customer indemnifies Lookopen for any violation of the Terms of Service that results in loss to Lookopen or the bringing of any claim against Lookopen by any third-party. This means that if Lookopen is sued because of a customer or a customer of a customer's activity, the customer will pay any damages awarded against Lookopen, plus all costs and reasonable attorney's fees.

Intellectual Property Rights

You acknowledge and agree that the materials on the Website, including the text, software, scripts, graphics, images, sounds, music, videos, interactive features and the like ('Materials'), and the trademarks, service marks and logos contained therein ('Marks'), are owned by or licensed to us and are subject to copyright and other intellectual property rights.

We reserve all rights not expressly granted herein to the Website and the Materials. You agree not to use, copy or distribute any of the Materials, otherwise than as expressly permitted herein, or to use, copy or distribute the Materials of third parties obtained through the Website, for any commercial purpose. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or

otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Materials or that enforce limitations on the use of the Website or Materials.

The Services are protected to the maximum extent permitted by copyright laws, other laws, and international conventions or treaties. Content displayed on or through the Services is protected by copyright as a collective work and/or compilation pursuant to copyrights laws, other laws, and international conventions or treaties. Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Materials or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials, or any portion thereof, to another server or location for further reproduction or redistribution is expressly prohibited.

You further agree not to reproduce, duplicate or copy Content or Materials from the Services, and agree to abide by all copyright notices and other notices displayed on the Services. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Services.

Notice

You agree that Lookopen may provide you with notices, including those regarding changes to the Terms of Service, by email, regular mail, or postings on Lookopen's website or services.

Entire Agreement

The Terms of Service (including any policies, guidelines or amendments that may be presented to you from time to time) constitute the entire agreement between you and Lookopen and govern your use of Lookopen services, superseding any prior agreements between you and Lookopen for the use of Lookopen services.

Choice Of Law And Forum

The Terms of Service and the relationship between you and Lookopen shall be governed by the laws of South Africa without regard to its conflict of law provisions. You and Lookopen agree to submit to the personal and exclusive jurisdiction of the courts located within the country of South Africa.

Waiver And Severability Of Terms

The failure of Lookopen to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the party's intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Statute Of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Lookopen services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Required Information to Section 43 of the Electronic Communications and Transactions Act, 2005

Full name: Lookopen (Pty) Ltd

Main business address for receipt of legal service: 25 Jones Road Jet Park Johannesburg South Africa

Office-bearers: Dyllan Pascoe

The manner in and period within you can access and maintain a full record of any payment transaction: Five (5) years

Webmaster: webmaster@lookopen.com

Official website: www.lookopen.com

Email address: info@lookopen.com