



### **The short version**

1. By using this app, you agree to abide by the terms and conditions set out in the pages below.
2. Lost & Hound and its affiliates bear no responsibility for the pets of users, whether lost or found.
3. The Lost & Hound service serves only to reunite lost pets with their rightful owners. The onus is on the rightful owner to prove they own(ed) the pet in question.
4. Be respectful and tolerant when using this service.
5. Any aggressive comments or comments that amount to hate speech, racism, sexism or ageism will be deleted. Users who do not comply with these rules will be removed.
6. Please be aware of your rights and responsibilities when expressing views on social media. The views shared on this platform do not necessarily represent those of the Lost & Hound directors.
7. All subscribers to this app are cautioned against expressing views on behalf of the Lost & Hound service.

### **The long version**

Lost & Hound is a mobile application service developed by Lost & Hound which provides the ability for users to list lost and found pets. The service provided is available the application available for download to your mobile device from the apps stores.

You acknowledge and agree that, by clicking on the "accept terms and conditions" button or, registering for a Lost & Hound account, downloading of the app or any application upgrades, using the app on your mobile device, or accessing or using the Lost & Hound app site, or by downloading, submitting or posting any content from, on, or through the Lost & Hound Service, you are indicating that you have read, understand and agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, then you do not have a right to access or use the Lost & Hound Service or Website content.

If you accept or agree to these Terms and Conditions on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these Terms and Conditions and, in such event, your acceptance of the Terms and Conditions apply to that entity.

### **Definitions:**

"Content" means text, images, data, graphics, software, music, audio, video and reports and other materials generated by Lost & Hound.

"User" means a person or entity who completes the Lost & Hound account registration process.

"User Content" means Content that a User posts, uploads, publishes, submits or transmits to be made available through Lost & Hound including reports and other materials generated by Lost & Hound from such transmissions.

"Site Content" means Content made available on the App Site, Mobile Device Apps and Website

"Lost & Hound" means the services provided through the App Site, mobile Device Apps and Website

"We" or "Us" "Our" means Lost & Hound, operating under its web and mobile application service, Lost & Hound.

"Parties" means Lost & Hound and you, and "Party" means either of them.

"Password" means the unique password assigned to each User for access to the Lost & Hound Service.

## **Eligibility**

By using the Lost & Hound Services, you represent and warrant that you are at least 18 years of age. If you are under age 18, you have your parent's permission to use the Lost & Hound Service, and your parent has read and agrees to these Terms and Conditions on your behalf. We may, at our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms and Conditions are in compliance with all laws, rules and regulations applicable to you, and the right to access the Lost & Hound Services is revoked where these Terms and Conditions or use of the Lost & Hound Services is prohibited or to the extent offering, sale or provision of the Lost & Hound Services conflicts with any applicable law, rule or regulation. Further, the Lost & Hound Services are offered only for your use, and not for the use or benefit of any third party.

## **Modification**

We reserve the right, in our sole discretion, to modify or replace any of these Terms and Conditions, or change, suspend, or discontinue the Lost & Hound Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site Content or by sending you notice through the Lost & Hound Services, via e-mail or by another appropriate means of electronic communication. We will also update the "Last Updated Date" at the top of these Terms and Conditions or on the Site or Application. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timeously provide notice of modifications, it is also your responsibility to check these Terms and Conditions periodically for changes. Your continued use of the Services following notification of any changes to these Terms and Conditions constitutes acceptance of those changes. If the modified Terms and Conditions are not acceptable to you, your only recourse is to cease the use of the Lost & Hound Service

## **Privacy**

See our Privacy Policy for information and notices concerning our collection and use of your personal information.

## **Registration**

In order to access the Lost & Hound Services, you must register for an account (an "Account") to become a user. When registering you must provide true, accurate and complete information and keep your Account information updated (or, if applicable, the entity you represent). You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you, without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. Failure to do so, may result in the suspension or termination of your account and we may refuse any and all current or future use of the Lost & Hound Service. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Lost & Hound Service. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, through a request made to one of our employees. You may not authorize any third party (other than, if applicable, the employees, consultants or agents of the User you represent, with their consent) to access or use the Lost & Hound Service on your behalf. By providing us with your email address, you agree to receive all required notices electronically, to that email address. From time to time, we will use this email address to send you notifications about product updates and improvements, company news and events, and updates.

## **Content**

User Content. Subject to the section below labelled "Assignment", Users shall retain all right, title and interest in and to User Content, provided, however, that User hereby grants to Us a worldwide, royalty-free, non-exclusive license to use (i) data generated as a result of Member's use of the Lost & Hound Service solely for purposes of (a) maintaining and improving the Lost & Hound Service and (b) providing Users with access to special product offers and promotions and (ii) anonymous, aggregated data regarding User's usage of the Lost & Hound Service compiled by us for the purposes of marketing or distribution to third party research firms.

Assignment. Notwithstanding the foregoing, upon your submission of an expense report to another User, you hereby transfer all right, title, and interest in and to any transferred User Data to the applicable User, provided, however, that such User hereby grants to you a worldwide, perpetual, royalty-free, non-exclusive license to maintain and utilize copies of such transferred User Data (including any expense reports) for personal recordkeeping purposes.

Lost & Hound Lost & Hound shall own and retain all right, title, and interest in and to the Lost & Hound Service. Users agree not to reverse engineer, license, sell, transfer, decompile, distribute, disassemble, copy, alter, modify, or create derivatives of the Lost & Hound Service or otherwise use the Lost & Hound Service in any way that violates the use restrictions contained in these Terms and Conditions. Users further acknowledges and agree that any information regarding the design, specifications, features, functionality or operation payment terms and pricing (if applicable) of the Lost & Hound Service is considered the confidential and proprietary information of the Lost & Hound

Use License. Subject to these Terms and Conditions, we grant each user of the Lost & Hound Services a worldwide, non-exclusive, non-sub-licensable and non-transferable license to use (i.e., to download and display locally) Content solely for your own personal or business use. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

Availability of Content. We do not guarantee that the Site or App Content will be made available on at all times. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms and Conditions), or for no reason at all and (ii) to remove or block any Content from the Lost & Hound Service.

Use of the App You should only use the latest version of the Apps at all times. The respective App Store will notify you of any updates/ upgrades that are available to you. If you do not install the latest version, the App may not function correctly and you may experience security and/or data flaws, for which we will not be liable under any circumstances. You should use the Apps only on a Device for which it is intended, as allowed by the usage rules set out in your App Store's Terms and Conditions.

## **Rules of Conduct**

You agree not to do any of the following:

Access, tamper with, or use the Lost & Hound Service computer systems, or the technical delivery systems of our providers;

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any other user of the Lost & Hound Service or a member of our staff.

Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any measure implemented by Us or any of Our providers or any other third party (including another user) to protect the Lost & Hound Service or Site Content;

Post, upload, publish, submit or transmit any Content using the Lost & Hound Service that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, or other rights (ii) violates, or encourages any conduct that would violate, any applicable law or regulation; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent, threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

Attempt to access or search the Lost & Hound Service or Site Content or download Site Content from the Lost & Hound Service through the use of any engine, software, tool, agent, device or mechanism (such as spiders, robots, crawlers, data mining tools) other than generally available third party web browsers;

Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail or junk messages, spam, chain letters or other form of solicitation relating to the Lost & Hound Service.

Collect or store any personally identifiable information from the Lost & Hound Service from other users of the

Lost & Hound Service without their express written permission;  
Impersonate or misrepresent your affiliation with any person or entity;  
Violate any applicable law or regulation; or  
Encourage or enable any other individual or entity to do any of the foregoing.

We will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms and Conditions. You acknowledge that We have no obligation to monitor your access to or use of the Lost & Hound Service, or to review or edit any User Content, but have the right to do so for the purpose of operating the Lost & Hound Service, to ensure your compliance with these Terms and Conditions, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

### **Links to Third-Party Websites**

The Lost & Hound Service may now or in the future contain links to third-party websites, advertisers, Services, or resources that are not owned or controlled by us. You acknowledge and agree that we have no control over and are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, privacy policies, practices, or Services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by us of such websites or resources or the content, products, practices, privacy policies, or Services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or Services on or available from such websites or resources. Additionally, your dealings with or participation in promotions of any third parties, including payment and delivery of goods, and any other terms are solely between you and such third parties. You agree that we shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties. We encourage you to be aware of when you leave the Lost & Hound Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit. You expressly relieve us from any and all liability arising from your use of any third-party website and content.

### **Termination of Service**

If you breach any of these Terms and Conditions, we will have the right to suspend, disable or terminate your Account or terminate these Terms and Conditions, at our sole discretion and without prior notice to you. We reserve the right to revoke your access to and use of the Lost & Hound Service at any time, with or without cause. In the event we terminate these Terms and Conditions due to your breach, you will remain liable for any and all amounts due hereunder. You may cancel your Account at any time by sending an email to us.

### **Limitation of Liability**

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Lost & Hound Service and Site Content remains with you. Neither Us nor any other person or entity involved in creating, producing, or delivering the Lost & Hound Service or site content will be liable for damages, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms and Conditions or from the use of or inability to use the Lost & Hound Services or Site Content, or from any communications, interactions or meetings with other users of the Lost & Hound Service or other persons with whom you communicate or interact as a result of your use of the Lost & Hound Service, even if a limited remedy set forth herein is found to have failed of its essential purpose. In no event will our aggregate liability arising out of or in connection with these Terms and Conditions, or from the use of or inability to use the Lost & Hound Service or site content exceed the amounts you have paid to us for use of the Lost & Hound Service or content. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

### **Indemnification**

You shall defend, indemnify, and hold Us, our affiliates and each of our and their respective employees,

contractors, directors, suppliers and representatives from and against all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Lost & Hound Services, Content, or otherwise from your User Content, violation of these Terms and Conditions, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences.

### **Controlling Law and Jurisdiction**

This Agreement shall be governed by and interpreted according to the laws of the Republic of South Africa and, in the event of any conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa.

### **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:

- i. which users gain access to the Services;
- ii. what Content you access via the Services; or
- iii. 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 Lost & Hound Services.

d. The Lost & Hound 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.

You are solely responsible for all of your communications and interactions with other users of the Lost & Hound Service and with other persons with whom you communicate or interact as a result of your use of the Lost & Hound Service. You understand that we do not screen or inquire into the background of any users of the Lost & Hound Service, nor do we make any attempt to verify the statements of users of the Lost & Hound Service. We make no representations or warranties as to the conduct of users of the Lost & Hound Service or their compatibility with any current or future users of the Lost & Hound Service. You agree to take reasonable precautions in all communications and interactions with other users of the Lost & Hound Service and with other persons with whom you communicate or interact as a result of your use of the Lost & Hound Service, particularly if you decide to meet offline or in person.

### **Miscellaneous**

**Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and Conditions and neither party has any authority of any kind to bind the other in any respect.

**Notices.** Unless otherwise specified in these Term and Conditions, all notices under these Terms and Conditions will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or

e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

**No Waiver.** Our failure to enforce any part of these Terms and Conditions shall not constitute a waiver of our right to later enforce that or any other part of these Terms and Conditions. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms and Conditions to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

**Headings.** The section and paragraph headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

**Entire Agreement and Severability.** These Terms and Conditions are the entire agreement between you and us with respect to the Lost & Hound Services, and supersede all prior or concurrent communications and proposals (whether oral, written or electronic) between you and us with respect to the Lost & Hound Services. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder

**Assignment.** You may not assign or transfer these Terms and Conditions, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms and Conditions, without such consent, will be null and void. We may assign or transfer these Terms and Conditions, at our sole discretion, without restriction. Subject to the foregoing, these Terms and Conditions will bind and inure to the benefit of the parties, their successors and permitted assignees.