

## Terms and Conditions of Use

### 1. Acceptance of Terms

- 1.1. Welcome to [www.seesaydo.co.za](http://www.seesaydo.co.za) and [www.seesaydo.mobi](http://www.seesaydo.mobi) (the "Site") owned and operated by SeeSayDo LLC ("SeeSayDo") (registration number 3Q2079608).
- 1.2. SeeSayDo's South African office is at Corner 7<sup>th</sup> and Jan Smuts Avenue, Rosebank, Johannesburg. You can reach us on Facebook ([www.facebook.com/SeeSayDo](http://www.facebook.com/SeeSayDo)) & Twitter (@seesaydoit) or via email on [info@seesaydo.co.za](mailto:info@seesaydo.co.za) & [support@seesaydo.co.za](mailto:support@seesaydo.co.za)
- 1.3. Read through all the Terms and Conditions ("Ts and Cs") carefully before using the Site, as they set out the entire legal relationship between you, the user, and SeeSayDo, and by using the Site, you agree to be bound by these Ts and Cs.
- 1.4. SeeSayDo may change, revise or modify any of the Ts and Cs at any time by posting them on the Site. The changes will be effective immediately upon posting on the Site.
- 1.5. If you continue to use the Site, you signify your acceptance of the changes. If you do not accept the changes, it is your sole responsibility to discontinue the use of the Site. The latest Ts and Cs will be posted on the Site, and you should always review them prior to using the Site.
- 1.6. Please note that in order to use the Site, you must be 16 years of age or older.
- 1.7. For purposes of these terms; a gamer is defined as any person/company/entity that:
  - 1.7.1. Registers more than one (1) profile with the intention of earning more incentives/rewards on SeeSayDo or positioning themselves to better earn rewards
  - 1.7.2. Manipulates any registered data with the purpose of earning more incentives/rewards or positioning themselves to better earn rewards

- 1.7.3. Uses SeeSayDo while logged in with another users details
- 1.7.4. Acts in any way whatsoever that places them at an advantage over a legitimate, registered SeeSayDo-er
- 1.8. SeeSayDo reserves the right to suspend and/or remove the user from our database and/or file charges against any such gamer

## **2. How the Site Works**

- 2.1. The Site is a multimedia advertisement (“advert”) database and platform that allows you to create a user profile, in order to watch the advert content, voice your opinion on what you’ve seen, and engage further with the companies advertised on a voluntary basis.
- 2.2. Please note that you are responsible for the data costs you incur while utilising the Site.
- 2.3. In certain instances, you earn money in exchange for your interaction on the Site, whether by watching the adverts, or giving opinions on the products and services offered (or even the adverts themselves). The money you earn will be credited to your SeeSayDo profile. Once you have earned a minimum of R30 - You will have the option to redeem incentives (usually airtime, data or cash). The delivery method for these incentives may differ and the user is responsible for any associated fees/transaction costs for the respective delivery methods. The R30 minimum is subject to change at the discretion of SeeSayDo.
- 2.4. Please note that the money you earn is not transferable to any other profile and must be redeemed within a year of being earned, failing which you will forfeit the benefit therein.
- 2.5. No relationship of employment is created between you and SeeSayDo through your usage of the Site, or the payment by SeeSayDo of monies or airtime to your account or cell phone respectively.
- 2.6. Each user is only entitled to create one profile. Any users found to have created multiple profiles will immediately forfeit any benefits accumulated

under all existing profiles, and may face prosecution.

- 2.7. SeeSayDo reserves the right to verify the personal information provided by the user. SeeSayDo does this via various online authentication methods, but may require a user to submit proof of identification, residence, banking details and other supporting documentation.
- 2.8. Please note that you are solely responsible for disclosure of the amounts paid to you by SeeSayDo to the South African Revenue Service.

### 3. Privacy

- 3.1. Please note that when you opt to send companies your personal information in order to engage with them, you are giving them permission to contact you.
- 3.2. **If you encounter any harassment or nuisance from any of the advertised companies, regardless of whether you have given your consent to be contacted or not, please contact us immediately at [info@seesaydo.co.za](mailto:info@seesaydo.co.za).**
- 3.3. SeeSayDo cannot be held responsible for security breaches occurring on the electronic device you're using to access the Site which occur due to the lack of adequate virus protection software or spyware that you may inadvertently have installed on your device.
- 3.4. If you're surfing the web, and happen to come across the Site, our servers don't automatically install spyware or any other tracking devices on your computer; we just note your IP address so that we can monitor the usage of the Site, and to improve our content. You can stop our servers from doing this by adjusting the privacy settings on your Internet browser.

### 4. Restricted Activities

- 4.1. You may not, under any circumstances, while engaging with SeeSayDo:

- 4.1.1. submit fraudulent, inaccurate or misleading information;
- 4.1.2. infringe any third party's proprietary rights or rights of publicity or privacy;
- 4.1.3. violate any law, statute, ordinance, regulation or ethical code of South Africa, and the country from which you're accessing the Site;
- 4.1.4. be unlawfully threatening, harassing, obscene, abusive, vulgar, sexually explicit, profane, hateful or otherwise maleficent;
- 4.1.5. interfere with the proper functioning of the Site by any means;
- 4.1.6. gain or attempt to gain unauthorized access to the Site's contents, communications or databases by any means; or
- 4.1.7. otherwise manipulate or attempt to manipulate the Site, its systems or administration for unlawful gain.

- 4.2. SeeSayDo reserves the right to refuse access to the Site to anyone, to modify and discontinue any portion of the Site, and to restrict, suspend and terminate user profiles.

## **5. Proprietary Rights of Content**

- 5.1. The contents of the Site, and all electronic communications from SeeSayDo are owned by SeeSayDo, its licensors and suppliers or, in certain cases, independent third parties. All of the content is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.
- 5.2. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Site, including code and software for commercial purposes.

- 5.3. For permission to use third-party materials appearing on the Site, please contact the copyright owner. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.
  - 5.4. You are not allowed to modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Site, or assist any other person or entity in doing so.
  - 5.5. You agree that Posts on the Site, materials, ideas, comments, opinions and testimonials you submit on the Site or other venues, including but not limited to any SeeSayDo blogs, Facebook, Twitter and other social networking sites, or to the Site administrator or any employee, officer or agent of SeeSayDo, will not be considered confidential and may be used by SeeSayDo, in its sole discretion, without any obligation to compensate for use of or to return any submitted materials.
- 6. Advertisement Disclaimer**
- 6.1. The Site is an electronic platform that enables you to watch multimedia advertisements of various brands, give your opinion on them and engage further with the brands themselves. SeeSayDo does not warrant the validity, efficacy, accuracy or quality of the multimedia advertisements in its database, the products and services to which those multimedia advertisements relate, or the suppliers of the products and services.
- 7. Disputes**
- 7.1. Should you have a dispute, claim or complaint against SeeSayDo relating to the Site, email the full details to [info@seesaydo.co.za](mailto:info@seesaydo.co.za) and we'll get back to you within 30 (thirty) calendar days.
  - 7.2. If we're not able to resolve your dispute within those 30 (thirty) days, you may file a Request for Mediation with the Arbitration Association of South Africa ("AASA"), with good faith efforts being made to resolve the Dispute

during mediation, and the cost of the mediation being born equally by the parties

- 7.3. If the mediation does not resolve the dispute, you may submit a Demand for Arbitration with the AASA, in which case the Dispute shall be resolved by binding arbitration to be held in Johannesburg, South Africa, with the cost of the arbitration to be born equally by the parties, unless otherwise ordered by the arbitrator(s), and with the decision of the arbitrator(s) to be enforceable in any court of competent jurisdiction.
  
- 7.4. Please note that disputes that are raised in any way other than what is set out above shall be considered to be improperly submitted, and shall entitle SeeSayDo to attorneys' fees and costs up to R100 000.00 (one hundred thousand Rand), provided that SeeSayDo has notified the other party in writing (at the email address on file with SeeSayDo will suffice) of the improperly filed claim, and you have failed to withdraw the claim promptly.