

TERMS AND CONDITIONS OF USE

EFFECTIVE Date: 2025

Welcome to **cleverup.co.za** ("CleverUp", "we," or "us").

The **CleverUp** website is owned and operated by **MASSECOM Pty (Ltd)**, a company registered in the Republic of South Africa under company registration number 2021/853756/07.

Please read these Terms and Conditions and our Privacy Policy carefully because they govern your use of our services located at www.cleverup.co.za or through our mobile device applications.

These are also referred to as "Privacy Policy", "Terms" and "Apps".

In this document, our services are referred to collectively as the "CleverUp services."

By visiting, accessing, or using any of the CleverUp services, you agree to be bound by these Terms and Conditions.

It is important that you carefully read through these Terms and Conditions whenever we update them or you use the CleverUp services. If you have any questions or comments about these Terms and Conditions, please contact us at: admin@cleverup.co.za

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE CLIENT THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT.

CHANGES TO THE TERMS AND CONDITIONS BY CLEVERUP

CleverUp may amend these Terms and Conditions at any time by posting the amended terms and conditions on the CleverUp site at <https://cleverup.co.za/terms>. Any amendment to these Terms and Conditions will be effective immediately. Your continued use of the CleverUp services after such amendments are posted constitutes an acknowledgment and acceptance of such amendments. If you don't agree to be bound by the updated Terms, then you may not use the CleverUp services anymore. Because CleverUp services are evolving over time we may change or discontinue all or any part of the CleverUp services, at any time and without notice, at our sole discretion.

ACCESS AND USE OF THE CLEVERUP SERVICES

Age Limitations and Restrictions

CleverUp is committed to protecting the personal information and privacy of all users, especially minors, in accordance with the Protection of Personal Information Act (POPIA) of South Africa.

If you are under the age of 18, you may use the CleverUp platform only with the **express, verifiable consent of a parent or legal guardian**. By registering a child between the ages of 7 and 17, the parent or guardian acknowledges and agrees to:

- Provide consent for the child's participation on the platform.
- Accept responsibility for the child's use of CleverUp and for ensuring supervision and compliance with our Terms and Privacy Policy.
- Authorise CleverUp to collect and process only the minimal and necessary personal information required to provide a safe, educational experience.

We do **not knowingly allow children under the age of 18 to register independently**, and we do not collect personal data from minors without parental or guardian involvement and permission. CleverUp may request confirmation of parental consent at any time.

If we become aware that a minor has registered without verified consent, their account may be suspended or deleted in accordance with our policies.

Registration and Your Information

If you want to use certain features of the CleverUp services you'll have to create an account ("Account"). You can do this via the CleverUp site.

It is important that you provide us with accurate, complete, and up-to-date information for your Account and you agree to update such information to keep it accurate, complete, and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all inaccuracies in your Account information and all activities that occur under your Account, whether or not you know about them.

The System

The System is available for use on www.cleverup.co.za

the CleverUp site; and

the CleverUp authorized applications, features or devices or websites, including the Apps.

You may only access the system personally. You may not either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any system content or rights management mechanism, device, other system protection or access control measure associated with the system.

Ownership

MASSECOM (Pty) Ltd exclusively owns, controls, and retains all rights, title, and interest in and to the CleverUp services, including all associated intellectual property rights. You acknowledge that the CleverUp services are protected by copyright laws. You agree not to duplicate, reproduce, model, or design and deploy a similar system that can be likened to the CleverUp services and system.

Your Responsibilities and CleverUp's Enforcement Rights.

You can use the CleverUp services for its lawful and intended purposes only.

You agree not to engage in any conduct that that:

(a) violates the rights of others, or rights of privacy, harasses or harms another individual, or otherwise misrepresents yourself or your affiliation with any person or entity; or (b) is fraudulent, false, misleading, or deceptive;

uses technology or other means to access, search or link to the CleverUp services (including the content) that is not authorized by CleverUp; remove, avoid, deactivate, disable, bypass, or circumvent any technological measure implemented by CleverUp or any of CleverUp's providers or any other third party (including another user) to protect CleverUp services, including without limitation content protection or access control mechanisms intended to prevent the unauthorized linking, access to, disruption of and damage to the CleverUp services;

accesses, tampers with, or uses non-public areas of the CleverUp services, CleverUp's computer systems, or the technical delivery systems of CleverUp's providers;

involves accessing the CleverUp services through any automated means, including "robots," "spiders," or "offline readers".

interferes with the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the CleverUp services;

introduces viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

damages, disables, overburdens, impairs, or gains unauthorized access to the CleverUp services, including CleverUp 's servers, computer network, or user accounts;

removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the CleverUp services;

uses the CleverUp services to advertise or promote services that are not expressly approved in advance in writing by CleverUp;

probe, scan or test the vulnerability of any CleverUp system or network or breach any security or authentication measures;

collects or stores personally identifiable information from CleverUp services without CleverUp's authorization;

violates, or encourages conduct that would violate, any applicable law or regulation, constitute a criminal offense or give rise to civil liability;

violates these Terms and Conditions or any guidelines or policies posted by CleverUp;

interferes with any other party's use and enjoyment of the CleverUp services; or

encourages or enables any other individual to do any of the foregoing or attempts to do any of the foregoing.

We have the right to investigate violations of these Terms or conduct that affects the CleverUp services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

If CleverUp determines in its sole discretion that you are violating any of these Terms and Conditions, we may (i) notify you, (ii) use technical measures to block or restrict your access or use of the CleverUp services, including account deletion and/or (iii) use any other available legal or equitable remedy. In any of the above cases, you agree to immediately stop accessing or using in any way (or attempting to access or use) the CleverUp services, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

No Spam/Unsolicited Communications

No one may use the CleverUp services to collect information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications. You understand that we may take any technical remedies to prevent spam or unsolicited bulk or other communications from entering, utilizing, or remaining within our computer or communications networks.

Suspension/Discontinuation

We hope not to, but we may change, suspend, or discontinue - temporarily or permanently - some or all of the CleverUp services, with respect to any or all users, at any time without notice. You acknowledge that CleverUp may do so in CleverUp's sole discretion. You also agree that CleverUp will not be liable to you for any modification, suspension, or discontinuance of the CleverUp services.

Internet Access Charges

You are responsible for any costs you incur to access the internet.

General System Usage

Use of the CleverUp system is done so entirely at your own risk, CleverUp will by no means and under no circumstances be held liable for any loss, financial or otherwise, incurred through the use of the CleverUp system and CleverUp services.

Information provided through the registration process is deemed to be accurate and correct, it remains the account holders responsibility to update all personal details and information, any erroneous information may

lead to the immediate suspension of user account and the withholding of funds in the wallet at the time of account suspension.

You indemnify CleverUp against any loss, expense, claim or damage of whatsoever nature and howsoever arising from the use of the Website, or arising from any delay or failure by CleverUp to send an email or notification to you. CleverUp e Website.

Notices

Any notices or other communications provided by CleverUp under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

CONTACT

If you have any questions, please contact admin@cleverup.co.za