



General Terms and Conditions

(Compiled in respect of MJ Labs' website use)

This document contains general terms and conditions which apply to the access, in general, and use of associated services as contained, linked, or referenced throughout the website, as well as products, contact methods or ancillary matters.

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1. Website Operator and definitions in respect thereof

- 1.1 This website is operated by Konsortium Solutions on behalf of Mobile Therapy (CC) t/a MJ Labs.
- 1.2 In these Terms:
 - 1.2.1 “**services**” means any functions, facilities, applications, information, or other services available through this website (including, where applicable, ISP (internet service provider and/or internet access) services).
 - 1.3 “**Terms**” mean the terms and conditions as stipulated below.
 - 1.4 “**User**” means any person, whether natural or a person in their official capacity as an authorised agent, organ of an Organisation, such employee or any other unspecified relation who accesses or uses this site, with or without MJ Labs’, or that of their designated agents’ authorisation and whether you are registered to use this or part of this site.
 - 1.5 “**Website**” or “**Site**” means the ‘home page’ and underlying web pages or other collection of information and/or applications operated by Konsortium Solutions and available for access via physically linked or wireless networks (including the internet and networks accessible using wireless application protocol or similar ‘*wap*’ technology) through access devices such as PCs, laptop computers, mobile telephones, PDA’s, digital cameras, televisions or other network-enabled devices, on which these Terms are posted or which is expressly referred to in connection with User being requested to agree to these Terms.
 - 1.6 Any reference to this website or site includes a reference to any related ‘*wap*’ site. Certain other terms are defined in the text below.

2. Access and Use of this Website

- 2.1 By accessing, browsing, or downloading any part of this site or its content, or posting or uploading to this site, or any other use of this site and its content, whether as an unregistered visitor, you agree to comply with these Terms, without modification (which form a contract between you and MJ Labs) and all relevant applicable laws.
- 2.2 If your access to this site, you are responsible for obtaining the relevant hardware and software equipment and paying all telephone (or other network) charges necessary to access and use this site and the Services. Access to this site or to the Services may be limited to a maximum number of times and/or duration in each period.



- 2.3 If you permit children to access and view this site, you are responsible for supervising such access and determining which content or Services may be appropriate for children and which may not.
- 2.4 Through this site or certain parts of the site it may be possible for children to make available publicly, personal information relating to themselves.
- 2.5 You agree not to access this site by any means other than through the interface that is provided by MJ Labs for use in accessing the site.

3. Other terms and conditions

- 3.1 These Terms are in addition to any terms that may apply to Users under a distribution, licence or sale agreement or terms, or other applicable agreements and terms.
- 3.2 Where this site or part of this site contains rules, guidelines, codes of conduct, further terms or other directions to Users, Users undertake that they shall also comply with such rules, guidelines etc.
- 3.3 In the event of any conflict or inconsistency, these Terms shall prevail.
- 3.4 If you do not agree to any of these Terms (or any such other rules, guidelines etc.), you may not use this site.
- 3.5 These Terms may contain provisions which contemplate functionalities or Services that are not (and are not intended to be) available through this site. To the extent that any provision of these Terms relates solely to such functionalities or Services, they shall be of no force or effect and shall not affect the validity of the other provisions.

4. Amendments to the Website and/or these terms

- 4.1 MJ Labs and/or third-party providers may make improvements and/or changes in products, support, Services, and/or other Site content (including these Terms) at any time with or without notice.
- 4.2 MJ Labs and/or third-party associates/agents may provide notice of changes to these Terms (or other Site content) by displaying notices on this site or other communication means.
- 4.3 Users who access this site after changes have been posted on the site or otherwise communicated, shall be bound by such changes as soon as such notices or new Terms are posted to the site or otherwise communicated, even if User does not visit the page on which the change or new Terms are displayed.
- 4.4 Frequent review of this site and these Terms is therefore recommended.



5. Permitted and Prohibited Use of this Website/Site.

- 5.1 Access to, and use of this site, including viewing, downloading, reproducing, displaying, posting, and publishing shall only be allowable and/or prohibited in accordance with the following terms:
- 5.1.1 Data, graphics, images, photographs, designs, descriptions, information, and text
 - 5.1.2 Video, audio, music, and sound compilations
 - 5.1.3 Utilities and software (including applets and any software made available to Users in connection with, or to facilitate access to, any subscription or restricted access area or Service associated with this site)
 - 5.1.4 The contents of any e-mail newsletter or similar communication sent by or on behalf of MJ Labs in relation to this site and/or User's registration or subscription and
 - 5.1.5 Other content on this site which has been originated and provided directly by Konsortium Solutions, Konsortium Solutions Affiliates, MJ Labs, MJ Labs Associates or their respective product(s), support, and service providers (together, Site content),
- 5.2 Is prohibited unless specifically permitted in these Terms.
- 5.3 This applies to use by any means, including electronic, mechanical, photocopying, recording, creation of derivative works or otherwise.
- 5.4 MJ Labs gives limited, non-transferable, non-exclusive, revocable permission for User to access and make personal, non-commercial use of this site and Site content as a support and communication resource for purposes specified in this site only.
- 5.4.1 User may electronically copy and print in hard copy Site content for these purposes, provided that all copyright and proprietary notices (where present) are retained on Site content.
- 5.5 Any other use of Site content including reproduction for purposes other than those noted above, modification, distribution, transmission, downloading of Site content (other than page caching), republication or reverse engineering, without the prior written consent of MJ Labs is prohibited (except to the extent such prohibition is prohibited by applicable law).
- 5.5.1 Without limitation, permission to use Site content does not include:
 - 5.5.1.1 resale or commercial use or

- 5.5.1.2 distribution of Site content
- 5.5.1.3 collection and use of any product, support or service listings, descriptions, or prices
- 5.5.1.4 derivative use of this site or Site content (including framing) – downloading or copying of account information for the benefit of another merchant
- 5.5.1.5 any use of data mining, robots, or similar data gathering and extraction tools
- 5.6 Any use of Site content on any other website, server, or networked computer environment.
 - 5.6.1 Where a suggestion of association with MJ Labs, -support or -services, except as expressly provided by written agreement between relevant parties, exists.
 - 5.6.2 User shall not use this site or the Services in a way that breaches these Terms.
 - 5.6.3 or any applicable law or regulations (including those relating to the use of public communications networks) or that causes or is likely to cause any damage, interruption or impairment of this site or the Services.
 - 5.6.4 User may not attempt to gain unauthorised access to any part of this site, other User accounts or any computer systems or networks connected to this site, whether through:
 - 5.1.12.1 hacking,
 - 5.1.12.2 password mining or,
 - 5.1.12.3 any other means.
 - 5.1.13 User may not collect or attempt to collect personal information relating to others through this site.
- 6. Copyright and Copyright ownership**
 - 6.1 MJ Labs does not transfer title to any Site content downloaded or used by any User.
 - 6.2 Site content, layout and selection remains the intellectual property of MJ Labs, and those respective parts belonging to its agents and/or affiliates remain as such, their respective works.
 - 6.3 Limited permission to use 'Site content' (for the purposes stated in the preceding section) is reserved upon the condition that users recognition,

observance and retention of all copyright, trademark and other proprietary notices in Site content, and all proprietary and other intellectual property rights of MJ Labs and/or content and technology providers, in Site content.

- 6.4 User shall not have any ownership rights in any e-mail address, URL or other personal identifier that may be allocated to, or chosen by, him or her for the purposes of any Services available through this site and User's limited rights to use such identifier/address shall continue only for so long as User's registration/User account remains valid for access to this site or the relevant Service.
- 6.5 Any unauthorised use or copying of Site content, or use of Site content which breaches these Terms which violate trademark, copyright and other proprietary rights may attract civil and criminal liability joint and severally.
- 6.6 Users shall not use any Site content (or any other content made available through this site) in any manner that infringes any trademark, copyright, or other proprietary rights.
- 6.7 MJ Labs reserves all rights with respect to such unauthorised use or breach of these Terms.

7. User Content

- 7.1 User content is information or other content, which is or may be provided to MJ Labs or inputted or uploaded by User via this site or related means, including (without limitation) pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, e-mail and other communications, files, texts, opinions, personalisation settings and other information.
- 7.2 All User content will be considered non-confidential, not subject to any use restrictions and no User content will be subject to any obligation of confidence on MJ Labs' part.
- 7.3 This section does not apply to any personal information submitted by a User which identifies him or her. This will be processed only as provided in the personal data section of the data or registration submission form of this website, elsewhere in these Terms and any other terms and conditions which apply specifically to any relevant transaction (if any) between User and MJ Labs.

8. Prohibited User Content

- 8.1 MJ Labs prohibits the transmission, distribution, dissemination, uploading, posting, submission, sharing and storage on, via or through use of this site (together, uploading) of User content which it considers (in its sole discretion) to be inappropriate or distasteful.



- 8.2 Such User content includes (without limitation):
- 8.2.1 communications with – pornographic, profane, sexist, homophobic, defamatory, deceptive, vulgar, obscene, or offensive content;
 - 8.2.2 Ethnically Targeted and/or racist or religious, slurs or derogatory epithets;
 - 8.2.3 Advocation of violence, hate or unlawful activity;
 - 8.2.4 Depictions of child abuse, child pornography or sexually suggestive poses;
 - 8.2.5 Advertisements, surveys, and contests;
 - 8.2.6 Price-sensitive information relating to publicly listed securities;
 - 8.2.7 Material that could give rise to any civil or criminal liability under any laws;
- 8.3 MJ Labs prohibits the uploading or use of Site content or transmission of User content with a primary or secondary purpose or effect:
- 8.3.1 To sell, distribute or promote firearms, weapons, or controlled substances;
 - 8.3.2 Pyramid or -related schemes, chain letters, fraudulent or otherwise criminal offers;
 - 8.3.3 To register another email address other than your own;
 - 8.3.4 To distort auctions or other markets (including public quoted securities markets);
 - 8.3.5 To threaten or harass others;
 - 8.3.6 To disrupt discussions or to create a false identity for the purpose of misleading others;
 - 8.3.7 To convey sexual requests from, for or to a minor;
 - 8.3.8 To make racial slurs or comments;
 - 8.3.9 To impersonate any person or misrepresent your affiliation with any person or entity.
- 8.4 User shall not advertise or offer to sell or buy any goods or services for any business purpose unless the relevant Forum or Service specifically permits this.

- 8.5 MJ Labs reserves the right (but does not accept any obligation) to delete or restrict Users' access to relevant Site content and/or User content and/or to pass relevant User content and/or information relating to User (including personal information) to any appropriate authority where User content is uploaded in breach or suspected breach of any of these Terms or any applicable law or regulations, without any requirement for any claim or complaint to be formally commenced or proved.

9. Copyrighted Material and Intellectual Property

- 9.1 MJ Labs prohibits the uploading of content that contains music, software, images (still or moving), literary or artistic works or other material protected by intellectual property laws (or that may infringe others' intellectual property rights), unless the User owns or controls the exclusive rights thereto or has received all required consents (which the User warrants if such content is uploaded).
- 9.2 MJ Labs prohibits the uploading of actual or suspected copyrighted materials, the use of which is unauthorised, or counterfeit materials.

10. Personal Information

- 10.1 Except for personal information of a User submitted by that User for contact purposes or (if applicable) personal information relating to other natural persons known to a User for inclusion in that User's online address book,
- 10.2 MJ Labs prohibits the uploading of any User content which discloses personal or private information concerning any individual or entity, including, but not limited to:
- 10.2.1 telephone number(s), e-mail or physical addresses, User account numbers, passwords, and financial information.
- 10.3 Where personal information relating to, or images of, another natural person are uploaded by a User for inclusion in that User's online address book, photo album (or for any other purpose), the User warrants that such person (the data subject) has given his or her consent to such submission and to the data processing that this involves and any other usage of such User content contemplated by these Terms or on this site.

11. "Spam" Materials

- 11.1 All forms of 'spam' or junk e-mail, including uploading or sending multiple unsolicited submissions to different discussion groups, mailing lists, and all activities that facilitate spam, are prohibited on or via this site.

12. Viruses and Materials of a Similar Nature

- 12.1 MJ Labs prohibits the uploading of computer programs, files and other materials that contain destructive or disruptive features such as viruses, corrupted files, 'hidden' files (such as image files with audio files embedded), worms, trojan horses, or bots for the use of scrolling, showing multiple screens, and other activities that can be disruptive to website integrity or functioning or online communication generally.

13. Review of User Content

- 13.1 MJ Labs, through this 'site' offers a platform for Users to access certain specified services, Utilities and/or information.
- 13.2 MJ Labs cannot and does not undertake to screen, review, edit, censor or otherwise filter or control User content or the behaviour of Users of User content or Site content.
- 13.3 MJ Labs may, but shall not be obliged to, review, either by manual or automated means, all User content which is or may be related on this site, including without limitation:
- 13.3.1 Community chatrooms, news groups, bulletin boards, community pages, photograph albums, personal web pages or other use areas and forums (Forums), as applicable.
- 13.3.2 MJ Labs retains the right (but disclaims any obligation) to reject, not post, not use, remove, amend, deny access to and/or delete any User content, without notification, which it, in its sole discretion, considers to be inappropriate or distasteful or otherwise in breach of these Terms and without any requirement for any complaint or claim in respect of the relevant User content to be formally commenced or proved.
- 13.3.3 MJ Labs retains the right (but is under no obligation) to co-operate with any law enforcement authorities or in response to court and other official requests directing that MJ Labs disclose the identity of anyone posting User content.

14. Refutation of Liability for User Content and Site-Use

- 14.1 The materials, information, and opinions (which may include User content) included and/or expressed in or on Forums (or via any other means of accessing User content) are not those of or endorsed by MJ Labs or - Affiliates or related entities.
- 14.2 All User content should be considered expressions of opinion only and not statements of fact.

- 14.3 Any User content and/or Services you obtain or use, or convey through site use, including use of any Forums, will be at your own discretion and risk and are subject to the disclaimers and liability limitations in these Terms.
- 14.4 The security of this site and User content cannot be guaranteed.
- 14.5 Whenever the Data Subject releases personal or other information online that information can be collected and used by people unknown to the subject.
- 14.6 MJ Labs makes all reasonable commercial efforts to protect your personal information and privacy.
- 14.6.1 MJ Labs cannot guarantee the security of any information you disclose online.
- 14.6.2 The data subject makes such disclosures at their own risk.
- 14.6.3 Except in relation to personal information submitted by a User for the purposes of contacting MJ Labs, where the organisation makes all reasonable commercial efforts to protect your privacy.
- 14.6.4 MJ Labs shall not be liable in respect of (and disclaims all liability in relation to) User content submitted to an area of the site designated as (or expected to be) a private, personal or limited access area of the site which becomes available to persons other than the User who submitted the User content.
- 14.6.5 MJ Labs shall not be liable in respect of (and disclaims all liability in relation to) any non-availability of User content submitted to an area of the site designated as a public area of the site or other Forums where Users other than the User who submitted the User content may gain access to such content.
- 14.6.6 MJ Labs is under no obligation to become involved in any dispute that you have with other Users or in any incident that you are party to with other Users, or that are affected by or otherwise related to this site.
- 14.6.7 MJ Labs disclaims all liability relating to any User content, including any error, virus, defamation, libel, obscenity, or inaccuracy contained in any User content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited User content and any other User content.
- 14.6.8 MJ Labs disclaims all liability for unauthorised use (by other Users) of User content and disclaims (without limitation) all liability for use of



User content which breaches any copyright, trademark rights or other intellectual property rights of any other User or person.

- 14.6.9 User is solely responsible for any damage (including to Site content) resulting from use (or submission) of any User content or the site (including disputes and incidents described in the preceding sections) and related transactions or occurrences.
- 14.6.10 MJ Labs shall have no responsibility for unauthorised automatic forwarding of messages and/or viruses (caused by viruses or otherwise) to persons whose details have been submitted by a User for inclusion in, any on-line address book available through this site.
- 14.6.11 The limitations on, and exclusions of liability in these Terms apply regardless of whether the liability is based on breach of contract, including negligence or defamation, strict liability, breach of warranties, or any other legal theory.

15. Loss of User Content

- 15.1 MJ Labs' e-mail facilities, other services via this site involving the provision of computer storage space, or in relation to other relevant Services, or future services, MJ Labs reserves the right to impose and vary limits and/or restrictions (temporary or otherwise) on the use of the Service, including, without limitation, limits on the storage provided by reference to storage space, amount of data down- or uploaded, or any other criteria MJ Labs may specify.
- 15.2 Without limiting the following paragraph, material which exceeds any such limit may be deleted or not accepted for such storage. Users may not forward-sell any storage space offered through this site.
- 15.3 MJ Labs shall not be liable for any loss, deletion, removal, or failure of delivery to the intended recipient of User content uploaded to this site, whether caused by computer virus, unauthorised access or otherwise.
- 15.4 Users are encouraged to retain a back-up copy of all User content and Users undertake that they shall do so in respect of all uploaded User content.
- 15.5 MJ Labs reserves the right to deny access to this site and delete User content at any time without notice.

16. Waiver of warranties relating to Site Content and -Services

- 16.1 All Site content and Services are provided "as is" and "as available" and MJ Labs expressly disclaims, to the maximum extent permitted by applicable law, any warranties, and representations of any kind, with



respect to Site content and Services, either expressed or implied, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of third-party intellectual property rights.

- 16.2 MJ Labs gives no Warranty that Site content is appropriate, available, or permitted for use in all locations, that it is virus-free or as to its interoperability with any hardware, software, or content or as to User's ability through this site to access or interact with any other service providers, networks, users, or informational or computing resources through the internet.
- 16.3 Users who access this site and use Site content and/or Services are responsible for compliance with all applicable law and regulations, including any applicable local laws.
- 16.4 MJ Labs will, as far as possible, attempt to verify the accuracy, reliability, and currency of all Site content, including (as applicable) product, services, support and other details and descriptions obtained from third parties.
- 16.5 MJ Labs gives no Warranty as to the accuracy of any statements on this site.
- 16.6 Any materials, products, support, services, or information at or referred to in this site may be out of date. Konsortium Solutions makes no commitment to update Site content.
- 16.7 MJ Labs disclaims any liability or responsibility for any errors or omissions in Site content (except insofar as such disclaimer would be inconsistent with its warranties and other terms and conditions related to product or service sales, if any, by MJ Labs).
- 16.8 Any decisions based on information contained in Site content (or User content) are User's sole responsibility.
- 16.9 MJ Labs gives no Warranty that functions or Services available through and other User interactions with the site will be constantly available, uninterrupted, secure, or error-free, that defects will be corrected or that this site or the server that makes it available are free from viruses or other harmful components.
- 16.10 MJ Labs and -Affiliates assume no responsibility, and are not liable for, any damage to (or loss of data from), or viruses that may infect, your computer equipment or other property on account of your access to, or



use of this site including downloading any images, software, or other Site content.

- 16.11 If use of Site content results in the need for servicing, repair or correction in equipment or data, User assumes all costs in that regard.
- 16.12 Information in Site content (and User content) does not constitute legal, professional, financial, or medical advice and should not be relied upon.
- 16.13 Site content containing forward-looking statements or statements of intention should not be relied upon.
- 16.14 MJ Labs reserves its right not to act in accordance with any such statements.
- 16.15 This site may contain references to specific MJ Labs products and services that may not be or may not be readily available in a particular country.
- 16.16 Any such reference shall not be taken as implying or warranting that any such products or services shall be available at any time in any particular country.
- 16.17 Where applicable law prohibits or limits MJ Labs' exclusion of Warranties as set out above, MJ Labs excludes, disclaims and limits such Warranties only to the maximum extent permitted by applicable law.

17. Third-Party Transactions

- 17.1 Where it is possible for Users to transact through this site (or any linked site) with a third party, expressly or through their own independent actions, (including other Users or a service provider or product seller) who is not MJ Labs, such transaction shall be (and any rights and obligations shall arise) solely between you and the third party.

18. Waiver of Liability relating to Site-Content

- 18.1 MJ Labs, and -Affiliates and all other persons involved in creating, producing, hosting or delivering Site content shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages, including in respect of loss of data, loss of profit, business interruption or time incurred or damages of any other nature (including arising out of negligence) that result from the use of, or the inability to use, Site content.
- 18.2 In the event of MJ Labs or an authorised representative being advised of the possibility of such damages:
 - 18.2.1 applicable law may not permit the liability exclusions in this section in all cases;



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- 18.2.2 the liability exclusions in this section apply only to the maximum extent permitted by applicable law;
- 18.2.3 in no case will MJ Labs' liability for damage and loss (whether in contract, negligence, or otherwise) exceed the amount paid by User for accessing this site (except as otherwise prescribed by mandatory, applicable law);
- 18.2.4 nothing in these Terms shall exclude MJ Labs' or -Affiliates' liability for death or personal injury arising from MJ Labs' or -Affiliate's negligence;

19. Information Officer

For any further information contact the information with the provided information below:

Managing Director	Johann Cadle
Information Officer	Ruan Steyn
Physical Address	354 Derdepoort Road, Silverton, 0044.
Postal Address	354 Derdepoort Road, Silverton, 0044.
Telephone Number (Information Officer)	012 804 8966
Email Address (Information Officer)	ruan@mjlabs.co.za
Website	www.mjlabs.co.za