

## Website/Application Terms of Use

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## 9. Indemnity

You understand and agree that you are personally responsible for your behaviour on the Site. You agree to indemnify, defend and hold Tracker, its parent companies, subsidiaries, affiliated companies, business partners, licensors, employees, agents, and any third-party information providers to the service harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages) and reasonable attorneys' fees resulting from or arising out of your use, misuse, or inability to Use the Site, the Service, or the Content, or any violation by you of this Agreement.

## 10. Privacy

By using the Site, you specifically warrant that you agree to Tracker's privacy policy, *inter alia*, that Tracker or its affiliates may contact you to notify you about changes to our services or to introduce you to new services. If you do not agree, you must cease to use the Site. You can access Tracker's Privacy Policy at <http://www.tracker.co.za/Pages/About-Us/Legal/PrivacyPolicy.aspx>.

## 11. User Conduct

You agree to Use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to Use the Site in any manner that might interfere with the rights of third parties.

## 12. Unsolicited Idea Submission Policy

Tracker or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should Tracker's business activities bear coincidental similarities with one or more of the thousands of unsolicited ideas offered to us. Please do not send your unsolicited ideas to Tracker or anyone at Tracker. If, in spite of our request that you not send us your ideas, you still send them, then regardless of what your posting, email, letter, or other transmission may say, (1) your idea will automatically become the property of Tracker, without any compensation to you; (2) Tracker will have no obligation to return your idea to you or respond to you in any way; (3) Tracker will have no obligation to keep your idea confidential; and (4) Tracker may use your idea for any purpose whatsoever, including giving your idea to others.

However, Tracker does welcome feedback regarding many areas of Tracker's existing businesses that will help satisfy customer needs, and feedback can be provided through the listed contact areas on the Site.

### 13. Password Security

If you register on the Site, you are responsible for maintaining the confidentiality of your member identification and password information, and for restricting access to your computer, smartphone or tablet. You agree to accept responsibility for all activities that occur under your member identification and password.

### 14. General Provisions

**a. Entire Agreement/No Waiver.**

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