

Dollie Rewards™ Subscriber Agreement

Please read this **Dollie Rewards™** terms of service Agreement carefully. By accessing or using the services on your **Dollie Rewards™** portal www.dollierewards.net (the "Subscriber website"), information, or services Provided on, through or by **Dollie Rewards™**, whether on www.dollierewards.net or accessing Electronic communications including but not limited to emails, or web sites or Mobile Phone on The world wide web, ("**Dollie Rewards™** Programme"), you agree to abide by these Terms.

If you do not agree to abide by these Terms, please do not enter, access, view, download, or otherwise use any web Page, electronic communication, mobile application, information or service of The **Dollie Rewards™** Programme. These terms and conditions apply regardless of how you Access the **Dollie Rewards™** Programme and whether you are accessing the **Dollie Rewards™** Programme on behalf of a company or other legal entity where such entity may have A separate agreement with **Dollie Rewards™**.

This **Dollie Rewards™** Terms of Service Agreement (the "Agreement") governs the provision of the Services (as defined below) by **Dollie Rewards™** ("**Dollie Rewards™**") to you. This Agreement includes, and incorporates by this reference, the **Dollie Rewards™** Privacy Policy, Help Page and all other guidelines posted on the **Dollie Rewards™** Programme (collectively referred to as "Terms of Service"). **Dollie Rewards™** reserves the right to change or revise this Agreement at any time by posting changes or a revised Agreement on the Website. **Dollie Rewards™** will alert you that changes or revisions have been made by a notification on the Website or by contacting you using information you provide. Such changes or revised Agreement will be effective immediately after they are posted on the Website. Your use of the Services following the posting of any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. **Dollie Rewards™** encourages you to review this Agreement each time you access the **Dollie Rewards™** Programme to make sure that you understand the terms of the Services provided to you. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with **Dollie Rewards™** for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Services.

Users who violate the terms of this Agreement will have their **Dollie Rewards™** account ("Account" or "**Dollie Rewards™** Account") terminated and may permanently be banned from using or accessing **Dollie Rewards™** or any other services provided by or through the **Dollie Rewards™** Programme.

Contents

1.	Introduction	4
2.	Subscription and use of the Dollie Rewards™ Services, Portal and Websites.....	4
3	Privacy policy	5
4	Description of Dollie Rewards™ Services	7
5	Your Obligations	8
6	Login ID and Password	9
7	Payments and Financial Information	10
8	Notifications to Dollie Rewards™	11
9	Notifications and Communications to You.....	11
10	Mobile and Third-Party Applications & Services.....	12
11	Third Party Sellers	12
12	User Communications and Information Posting/Sharing	13
13	Privacy	14
14	User Conduct, Content, and Information.....	14
15	Retention of Content	15
16	Your Rights.....	16
17	Dealings with Advertisers, Users, Third Parties & Platform Developers.....	16
18	Linking to Third-Party Websites	17
19	Dollie Rewards™ Programme and Platform Applications	17
20	Conclusion of Sales and Availability of Stock	18
21	Advertising Terms, Conduct, and Content.....	18
22	Dollie Rewards™ Earnings	20
23	Active Dollie Pool.....	21
24	Payment Terms; Promotional Offers Program	22
25	Platform Developers.....	22
26	Third Party Provider Payments	23
27	No Resale of Service.....	23
28	Indemnity/Release	24
29	Dollie Rewards™ Proprietary Rights	24
30	Disclaimer of Warranties.....	25
31	Limitation of Liability	26
32	Special Admonition for Services Relating to Financial Matters.....	27
33	Termination.....	27

34	Digital Millennium Copyright Act Policy.....	28
35	Verification Process.....	28
36	General	29
37	Governing Law and Jurisdiction.....	29
38	Arbitration.....	30
39	Effect of Waiver	30
40	Changes to these Terms and Conditions.....	30
41	Statute of Limitation.....	30
42	Headings	30
43	Violations.....	30
44	Authorized Agent	31
45	Survival	31
46	Agreeing to Terms	31

1. Introduction

- 1.1. The registered company name Dollie Rewards (Pty) Ltd with registration number 2019/609171/07 means for the purpose of this Subscriber Agreement, **"Dollie Rewards™ herein**.
- 1.2. Once your account is created and you accept these Terms, we grant you a limited, non-exclusive license to use the Service subject to these Terms, for so long as you are not barred from receiving the Service under the laws applicable to you, until you close your account voluntarily or until we close your account pursuant to these Terms.
- 1.3. The Terms of Service constitutes a contract between **Dollie Rewards™** and you. The Terms include the provisions set forth in this document other terms or conditions that may be presented by us and accepted by you from time to time in connection with specific Service offerings (all of which we collectively refer to **as the "Terms of Service" or "Terms"**). **If you do not agree to these Terms, you do not have the right to access or use our Service.** If you do register for or otherwise use our Service, you shall be deemed to confirm your acceptance of the Terms and your agreement to be a party to this binding contract.
- 1.4. By using the Service, you acknowledge, accept and agree with all provisions of the Privacy Policy, including, without limitation, the use and treatment of the text, images, and other data you choose to input, upload, or store in **Dollie Rewards™** (collectively, **"Content"**) and **your personal information in accordance with such Privacy Policy**

2. Subscription and use of the Dollie Rewards™ Services, Portal and Websites

- 2.1 **Only registered subscribers may order Goods on the Dollie Rewards™ Services, Portal and Websites.**
- 2.2 **You need to follow your referral link and create a Dollie Rewards™ Services Account.**
- 2.3 You will be provided with a unique username and you will provide certain information and personal details **to Dollie Rewards™. You will need to use your unique username and own password to access the Portal in order to purchase Goods.**
- 2.4 You agree and warrant that your username and password shall:
 - 2.4.1 be used for personal use only; and
 - 2.4.2 not be disclosed by you to any third party.
- 2.5 For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
- 2.6 You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.
- 2.7 **You agree to notify Dollie Rewards™ immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.**
- 2.8 By subscribing to the Dollie **Rewards™** Services, Portal and Websites you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.
- 2.9 You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use

any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Dollie Rewards™ representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

- 2.10 You may not use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 2.11 You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Dollie Rewards™ representative.

3 Privacy policy

- 3.1 We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.
- 3.2 Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to –
- 3.2.1 your name and surname;
 - 3.2.2 your email address;
 - 3.2.3 your physical address;
 - 3.2.4 your gender;
 - 3.2.5 your mobile number; and
 - 3.2.6 your date of birth.
- 3.3 **Should your personal information change, please inform us or update it on your Dollie Rewards™ Portal** and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
- 3.4 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 3.5 **Dollie Rewards™ will not, without your express consent:**
- 3.5.1 use your personal information for any purpose other than as set out below:
 - 3.5.2 in relation to the ordering, sale and delivery of Goods;
 - 3.5.3 to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);
 - 3.5.4 to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and
 - 3.5.5 to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or
 - 3.5.6 disclose your personal information to any third party other than as set out below:
 - 3.5.7 to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
 - 3.5.8 to our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);

- 3.5.9 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;
- 3.5.10 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
- 3.5.11 to our suppliers for them to liaise directly with you regarding any faulty Goods you have purchased which requires their involvement; and
- 3.5.12 to any Third-Party Seller for purposes of sending you an invoice for any Goods purchased from such Third-Party Seller, which disclosed information will be limited to your email.
- 3.6 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. **In the event of a fraudulent online payment, Dollie Rewards™ is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.**
- 3.7 **Dollie Rewards™ will ensure that all of our employees, third party service providers, divisions, affiliates and partners** (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
- 3.8 Ratings and Reviews: When you provide a rating or review of a Product, you consent to us using that rating or review as we deem fit, including without limitation on the Website, in newsletters or other marketing material. The name that will appear next to that rating or review is your First Name, as you would have provided upon registration. If you do not agree to this, please do not put any ratings or reviews on the Website. We will not display your Last Name, nor any of your contact details, with a rating or review.
- 3.9 We will –
- 3.9.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
- 3.9.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- 3.9.3 provide you with access to your personal information to view and/or update personal details;
- 3.9.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
- 3.9.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
- 3.9.6 upon your request, promptly return or destroy any and all your personal information in our possession or control, save for that which we are legally obliged to retain.
- 3.10 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 3.11 Dollie **Rewards™** undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.
- 3.12 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

- 3.13 If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Dollie **Rewards™**, DOLLIE **REWARDS™** SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.
- 3.14 In relation to eBooks and reading material –
- 3.14.1 **The Dollie Rewards™ eReader is based on Adobe software. When you use the Dollie Rewards™ eReader, you agree that your data may be collected by and transmitted to Adobe via the Dollie Rewards™ eReader.**
- 3.14.2 **Adobe may collect, receive, use and share this data, but only in accordance with Adobe's RMSDK Privacy Policy and general Privacy Policy contained at <http://www.adobe.com>, as amended time to time.**
- 3.14.3 Data, in this clause, means any information relating to a registered user including all information that could be used to identify, locate, or contact an individual, and data relating to a registered **user's use of the relevant Reader Application, which Adobe indicates it may collect in accordance with its Privacy Policy identified above.**
- 3.15 This website **makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected using cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable "cookies", you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause.**

4 Description of Dollie Rewards™ Services

- 4.1 **Dollie Rewards™** mission is to connect people locally and enable them to be more connected with current contacts and to meet new friends. The community also allows avatars and alter-ego personalities into the community, some of which may be acting on Dollie **Rewards™** behalf. **Dollie Rewards™** is an informational and entertainment service. Each user may have a profile (which may be accessible on the web and/or using mobile devices) ("Profile") and provides users with access to a collection of services and resources, which may include various communication tools, content, information, applications, tools, blogs, and programming offered from time to time through the **Dollie Rewards™** Programme. The services described in this section and in this Agreement, all web pages, information and/or services collectively or independently viewed, accessed, downloaded, or otherwise used on or available through the **Dollie Rewards™** Programme are referred to herein as the "Services". **Dollie Rewards™** reserves the right, without liability to you or any third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Services without notice pursuant to Article XXII regarding termination.
- 4.2 Information collected about you, including your Profile, Registration Data, your usage trends, Earnings on the **Dollie Rewards™** Programme, connections, activity, social influence, and other general and personal information may be publicly available. If you do not consent to the public availability of such information, your sole remedy is termination

- 4.3 **Dollie Rewards™** reserves the right to track information and trends on users and their online actions, including but not limited to the purchase and performance of advertisements, and to share such information and trends with other users, third parties having a business relationship with **Dollie Rewards™**, or generally to make such information publicly available.
- 4.4 This website can be accessed at www.dollierewards.net related mobi-sites and software applications (the “Website”) and is owned and operated by **Dollie Rewards™** (“**Dollie Rewards™**”, “we”, “us” and “our”).
- 4.5 **These Website Terms and Conditions (“Terms and Conditions”) govern the ordering, sale and delivery of Goods, and the use of the Website.**
- 4.6 These Terms and Conditions are binding and enforceable against every person that accesses or uses this **Website (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”).** By using the Website and by clicking on the “**Register Now**” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 4.7 The Website enables you to shop online for an extensive range of Goods or Products (“Goods and Products”).
- 4.8 **Dollie Rewards™ allows third party sellers to list and sell their Goods on the Website (each a “Third Party Seller”).** **Dollie Rewards™** will indicate on relevant product pages and checkout pages when Goods are for sale by a Third-Party Seller. Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from **Dollie Rewards™**. This will be made clear in the relevant clause.
- 4.9 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).
- 4.10 These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –
- 4.10.1 may limit the risk or liability of **Dollie Rewards™** or a third party; and/or
- 4.10.2 may create risk or liability for the user; and/or
- 4.10.3 may compel the user to indemnify **Dollie Rewards™** or a third party; and/or
- 4.10.4 serves as an acknowledgement, by the user, of a fact.
- 4.11 Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 4.12 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility **to ask Dollie Rewards™ to explain it to you before you accept the Terms and Conditions or continue using the Website.**
- 4.13 Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or **avoid any right or obligation created for either you or Dollie Rewards™ in terms of the CPA.**
- 4.14 **Dollie Rewards™ permits the use** of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

5 Your Obligations

- 5.1 **Applicable Laws and Terms of Service**
You agree to comply with all applicable laws and this Agreement as may be amended from time to time with or without notice to you. You may review the most current version of this Agreement at www.dollierewards.net
- 5.2 **Service Eligibility**
To be eligible to use the Services, you must meet the following criteria and represent and warrant that you:
- 5.2.1 are 18 years of age or older;

- 5.2.2 are not currently restricted from the Services, or not otherwise prohibited from having an account on the **Dollie Rewards™** Programme;
- 5.2.3 **are not a competitor of Dollie Rewards™ or are not using the Services for reasons that are in competition with Dollie Rewards™;**
- 5.2.4 **will only maintain one Dollie Rewards™ account at any given time;**
- 5.2.5 have full power and authority to enter into this Agreement and that doing so will not violate any other agreement to which you are a party;
- 5.2.6 **will not violate any rights of Dollie Rewards™, including intellectual property rights such as copyright or trademark rights;** and
- 5.2.7 agree to provide at your cost all equipment, software, and Internet access you may need to use the Services.

6 Login ID and Password

- 6.1 You agree to:
 - 6.1.1 provide, maintain, and update true, accurate, current, and complete information prompted by the Services' registration and account forms (such information collectively is the "Registration Data");
 - 6.1.2 not permit others to use your **Dollie Rewards™** Account; and
 - 6.1.3 refrain from using an account held by another **Dollie Rewards™** user. Further, you are solely responsible for any activity occurring using your Account unless and until you affirmatively delete your Account or prove that your Account security was compromised due to no fault of your own.
 - 6.1.4 to immediately notify **Dollie Rewards™** of any unauthorized use of your password or Account or any other breach of security, and
 - 6.1.5 to ensure that you exit from your Account at the end of each session. **Dollie Rewards™** cannot and will not be liable for any loss or damage arising from your failure to comply with this section.
- 6.2 If you provide any Registration Data that is untrue, inaccurate, not current, or incomplete, or **Dollie Rewards™** has reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current, or incomplete, **Dollie Rewards™** has the right to suspend or terminate your Account and refuse you any and all current or future use of the Services, withhold payment or terminate the payment obligation, or any portion thereof without notice to you.
- 6.3 **Dollie Rewards™** owns all proprietary rights to the Website and services provided by **Dollie Rewards™**. We hereby grant you, subject to these Terms of Service, a personal, non-exclusive, non-assignable, limited and revocable license to view and use the Website. That said, you own any information or content you provide, directly or indirectly to or on the **Dollie Rewards™** Programme, including but not limited to any user generated content, ideas, concepts, techniques, or data you submit to or through the **Dollie Rewards™** Programme (collectively "User Generated Content"). You may request the deletion of your User Generated Content at any time, unless you have shared such User Generated Content with others, either directly or by publishing information or content in public forums including but not limited to on your Profile, and they have not deleted it, or such User Generated Content was copied or stored by others on the **Dollie Rewards™** Programme or elsewhere. You grant **Dollie Rewards™** a nonexclusive, irrevocable, world-wide, perpetual, unlimited, assignable, sublicensable, fully paid up, and royalty-free license to copy, create derivative works of, improve, distribute, publish, display, remove, reproduce, retain, transmit, add, process, analyse, use, and/or commercialize, in any way now known or in the future discovered, any User Generated Content, without any further consent, notice and/or compensation to you or to any third parties. You further agree that the aforementioned license extends to any website, system, or network operated by a third party ("Third Party Network") you may access using or in connection with the Services.
- 6.4 Any information you submit to or through the **Dollie Rewards™** Programme is at your own risk of loss.
- 6.5 You represent and warrant that you are entitled to submit that User Generated Content and that it is accurate and not confidential, and that such submission is not in violation of any contractual restrictions or other third-party rights.

7 Payments and Financial Information

- 7.1 In order to engage in any transaction on or through the **Dollie Rewards™** Programme, you may be asked to provide certain financial information including credit card information, mobile phone number, payment address, EIN, or social security number (such information collectively is the "Financial Data"). You agree to provide, maintain, and update true, accurate, current, and complete Financial Data.
- 7.2 If you provide any Financial Data that is untrue, inaccurate, not current, or incomplete, or **Dollie Rewards™** has reasonable grounds to suspect that your Financial Data is untrue, inaccurate, not current, or incomplete, **Dollie Rewards™** has the right to suspend or terminate your Account and refuse you any and all current or future use of the Services, withhold payment or terminate the payment obligation, or any portion thereof without notice to you.
- 7.3 If you purchase any services on or through the **Dollie Rewards™** Programme offered by **Dollie Rewards™** or third parties for a fee, either on a one-time or subscription basis (collectively, the "Premium Services"), you agree that **Dollie Rewards™** may store any information you provide including but not limited to Registration Data and Financial Data. You also agree to pay the applicable fees for Premium Services including, without limitation, subscription fees for premium accounts as such fees become due plus all related taxes, and to reimburse **Dollie Rewards™** for all collection costs and interest for any overdue amounts. For those Premium Services provided on a subscription basis, your obligation to pay fees continues through the date you cancel your subscription to such Premium Services and until you have paid all fees and charges owing as of that date. All fees and charges are non-refundable and there are no refunds or credits for partially used periods. You may cancel your Premium Services by contacting **Dollie Rewards™** at support@dollierewards.net. You further acknowledge that the Premium Services are subject to this Agreement and any additional terms provided in connection with the provision of the Premium Services.
- 7.4 If you purchase Premium Services by providing your mobile phone number account and authorizing **Dollie Rewards™** to charge that mobile phone account, then all purchased Premium Services, whether or not they are delivered to or accessible by you, may result in a premium message charge on your mobile phone account. Your mobile service provider may charge you additional fees in connection with delivering the Premium Services. Please check your agreement with your mobile service provider to determine whether such fees apply. If you do not wish to receive messages on your mobile phone from **Dollie Rewards™**, its users, and/or its third party applications on the **Dollie Rewards™** Programme, reply "stop" to any such received message, and that specific type of text message or service will stop unless and until you authorize **Dollie Rewards™** or its users or third parties to resume delivering that service. To stop premium billing messages from all **Dollie Rewards™** products, its users and third-party applications on the **Dollie Rewards™** Programme reply "stop all" to any such received message. You may also cancel some or all of your Premium Services by contacting **Dollie Rewards™** at support@dollierewards.net.
- 7.5 **Dollie Rewards™** includes **opt-out** instructions in all text messages sent in connection with Premium Services. Please note that the "stop all" text reply will cancel your Premium Services; however, unless otherwise required by your mobile service provider or applicable regulatory body, your **Dollie Rewards™** Account will remain active. Unless otherwise stated, all fees relating to the Premium Services are stated in South African Rand.
- 7.6 You acknowledge and agree that **Dollie Rewards™** may modify the Services at any time and that **Dollie Rewards™** specifically reserves the right from time to time to alter the selection, functionality, and pricing of the Premium Services, free Services, and any other offerings, or to eliminate any Services (including the Premium Services) in whole or in part, with or without notification to you. Please check back often to understand the latest and current offerings, and simply reply "stop all" to any premium text message received by you from **Dollie Rewards™** to cease all billing subscriptions for that Premium Service.
- 7.7 You acknowledge that **Dollie Rewards™** shall not be responsible or liable in any way for any content, service, or offering that you may purchase via the Services including the accuracy, usefulness, or availability of such.

Dollie Rewards™ reserves the right to restrict or deny access to content, services, or offerings at any time which you may have purchased. If such restriction or denial of access occurs, you may be entitled to a refund for your payment during that month, or portion thereof, in the sole discretion of Dollie Rewards™.

8 Notifications to Dollie Rewards™

- 8.1 If you believe that you are entitled or obligated to act contrary to this Agreement under any law, court order, or other legal process, you agree to provide Dollie Rewards™ with a detailed and substantiated explanation of your reasons in writing as set forth below at least 30 days before you intend to act contrary to this Agreement, or as soon as possible after you learn of such entitlement or obligation, in order to allow Dollie Rewards™ to assess whether it may, in Dollie Rewards™ sole discretion, provide an alternative remedy or seek judicial relief from the entitlement or obligation, though Dollie Rewards™ is not required to do so. All notifications shall be addressed as follows: Dollie Rewards™, Attention Legal Department, legal@dollierewards.net
- 8.2 When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out
- 8.3 Dollie Rewards™ hereby selects **Workshop 17, Paarl, Western Cape**, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“legal address”). Dollie Rewards™ may change this address from time to time by updating these Terms and Conditions.
- 8.4 You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Dollie Rewards™ **not less than 14 days’ notice in writing**.
- 8.5 Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent –
- 8.5.1 by hand will be deemed to have been received on the date of delivery;
- 8.5.2 by prepaid registered post, will be deemed to have been received 14 days after the date of posting;
- 8.5.3 by email before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the email. All emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and
- 8.5.4 by email will be deemed to have been on the date indicated in the “Read Receipt” notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION to serve as proof that an email has been received.
- 8.5.5 Email address to received notices: legal@dollierewards.net
- 8.6 We are a participant under the Consumer Goods and Services Industry Code and are bound by it. An electronic copy of this Code is available at <http://www.cgso.org.za/downloads/>. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via our **Help Page** on the Website or you can email us on legal@dollierewards.net.
- 8.7 **If we don’t resolve your complaint within 15 (fifteen) business days of you having notified us of it, you are entitled to approach the Consumer Goods and Services Ombud (“CGSO”), to assist in resolving the dispute. The CGSO’s contact details are:** Website: <http://www.cgso.org.za/> / Share call: 0860 000 272
Email: complaints@cgso.org.za

9 Notifications and Communications to You

- 9.1 Dollie Rewards™ may deliver all service messages, notices, promotions, user interactions with current contacts and new contact introductions, third-party services and information about the Services to you by email to an email address associated with your Account, even if Dollie Rewards™ has other contact information for you. You also agree that Dollie Rewards™ may communicate with you through your Account on the Dollie Rewards™ Programme or using any contact information you have provided including

an email address, mobile phone number, telephone, or via a delivery service including the Postal Service or commercial carrier. You acknowledge and agree that **Dollie Rewards™** shall have no liability associated with or arising from your failure to maintain accurate Registration Data and Financial Data, including, but not limited to, relating to your inability to receive information or payments from **Dollie Rewards™** about the Services.

10 Mobile and Third-Party Applications & Services

- 10.1 **Dollie Rewards™** may offer the Services through mobile and web applications, blogs, information, and services created by **Dollie Rewards™** or third-party developers and bloggers ("Platform Developers").
- 10.2 If you access or use the Services through a mobile device, you agree that information about your access or use of the Services through your mobile device and service provider may be communicated to **Dollie Rewards™**, including but not limited to the identity of your mobile provider and your particular mobile device, your mobile phone number, your data usage and associated actions, and/or your physical location. In addition, your use of the Services through a mobile device may cause data to be displayed on and through your mobile device. By accessing the Services using a mobile device, you represent that to the extent you import any of your data to your mobile device that you have authority to share the transferred data with your mobile provider or other access provider. In the event you change or deactivate your mobile account, you must promptly update your Registration Data to ensure that you continue to receive messages from **Dollie Rewards™**. You acknowledge you are responsible for all charges and necessary permissions related to accessing the **Dollie Rewards™** Programme, including Services offered by Platform Developers, through your mobile provider. Therefore, you should check with your mobile provider to determine whether the Services are available and to determine the terms under which the Services for your specific mobile device and mobile account plan are available.
- 10.3 Please note, that by using, accessing, or downloading any application, information, or services from any Platform Developer, you accept any terms and conditions provided in connection with that application, information, or services as such terms and conditions may be updated from time to time.

11 Third Party Sellers

- 11.1 **Dollie Rewards™ will indicate on relevant product pages and checkout pages when Goods are for sale by a Third-Party Seller. In such cases Dollie Rewards™ only provides the platform to facilitate transactions between Third Party Sellers and Dollie Rewards™ customers. Dollie Rewards™ is neither the buyer nor the seller of these Goods unless otherwise specified.**
- 11.2 The Sale formed on acceptance of your order for Goods that are for sale by a Third-Party Seller is therefore solely between the registered user and such Third-Party Seller. **Dollie Rewards™ is not a party to that sale.**
- 11.3 The Third-Party Seller is solely responsible for fulfilment of delivery of the Goods. The Third-Party Seller is also responsible to provide an invoice to the registered user if required.
- 11.4 Not all Third-Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third-Party Sellers who are registered VAT vendors may charge VAT on Goods sold and issue a tax invoice in respect thereof. If a Third-Party Seller is not a registered VAT Vendor, it may not charge VAT on Goods sold and will not be in a position to issue a tax invoice in respect thereof.
- 11.5 **Because Dollie Rewards™ wants the registered user to have a safe and consistent experience, Dollie Rewards™ will handle any returns under the CPA or the Electronic Communications and Transactions Act 2002 ("ECT Act"), by the registered user arising out of or in connection with the Sale between a registered user and a Third Party Seller on behalf of the Third Party Seller according to Dollie Rewards™ own Returns Policy. Should such claim escalate into being a dispute, although Dollie Rewards™ is entitled to become involved in an attempt to resolve it, Dollie Rewards™ is not obliged to do so and any disputes must be resolved between you and the relevant Third Party Seller alone.**

12 User Communications and Information Posting/Sharing

- 12.1 Dollie Rewards™ offers access to various user communication applications and tools provided by Dollie Rewards™ or Platform Developers or Third Party Providers such as blogs, comments, wall postings, emails, digital gifts, forums, and other Services where you can post your observations, comments, and photos and access similar content posted by other users. Ideas you post and information you share may be seen and used by other users, and Dollie Rewards™ can neither guarantee nor control if or how other users will use the ideas and information that you share on the Dollie Rewards™ Programme. Therefore, if you have an idea or information that you would like to keep confidential or do not want others to use, or that is subject to third party rights that may be infringed by your sharing of it, do not post such information on or through the Dollie Rewards™ Programme.
- 12.2 **DOLLIE REWARDS™ IS NOT RESPONSIBLE FOR THE MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST, SHARE, LINK TO, DOWNLOAD, OR ACCESS ON THE DOLLIE REWARDS™ PROGRAMME.**
- 12.3 Some profile information will be publicly available for viewing and should be regarded for entertainment purposes only. One benefit of the Service is to enable users to meet and interact with other users. To promote community, Dollie Rewards™ facilitates user interaction and communication by using Dollie Rewards™ proprietary community technology ("community algorithm"). The purpose of the community algorithm is to ease the progression for newer community users to become active community participants and to continuously engage all users to use the Services. Dollie Rewards™ also employs community representatives who, among other tasks, remove pornography, hate-communications and other objectionable material, assist users by answering questions, and help groups, clubs and especially users to become active participants of the community. Dollie Rewards™ and its community representatives reserve the right to communicate directly with users through any of the community tools provided, as well as to use automation to do some or all parts of their jobs, including the removal or modification of photos, pornography, or hate communications, as well as to communicate with users through the Dollie Rewards™ Programme, mobile phone applications, email communications, or text messaging, with the objective of encouraging users to become active users of the community. For security purposes, community representatives may use simulated or assumed identities, photos and interests in their profiles. You agree that your public profile information, including but not limited to your display name, photograph, interests and greeting may be utilized by the community representatives or community technology to encourage other users to communicate with you or to interact with the Service. If you do not log in to your Account for over forty (40) days (an "Inactive Account"), your Account may be terminated, suspended, or modified without notice to you.
- 12.4 Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including but not limited to the release of new Dollie Rewards™ properties, shall be subject to this Agreement. You understand and agree that the Service is provided "AS-IS" and that Dollie Rewards™ assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, information, data, blog entries, media files, social connections, earnings records, advertisements, account performance, or personalization settings, or for the accuracy thereof.
- 12.5 Dollie Rewards™ provides an opportunity for users to express their own opinions and share information and opinions. Short of certain restrictions listed herein, users are free to post their own opinions, which do not reflect the opinion of anyone at Dollie Rewards™ and are not endorsed by Dollie Rewards™. Although we will moderate the forum in order to remove objectionable material, we may not always get to it immediately. Therefore, you agree when you register as a Member that you understand all posts reflect the opinion of the poster, not the opinion of Dollie Rewards™, and in order to participate, you waive your right to hold Dollie Rewards™ legally responsible for the content of individual posts.

13 Privacy

13.1 You should carefully read the Dollie Rewards™ full Privacy Policy as it governs treatment of any information, including personally identifiable information, you submit to Dollie Rewards™ and that is collected about you during your use of the Services. Certain information, statements, data and content you may submit to Dollie Rewards™, or services and applications (including those of Platform Developers and third parties) you choose to join might, or are likely to, reveal your gender, ethnic origin, nationality, age, religion, sexual orientation, or other personally identifying information about you. You acknowledge that your submission of any information, statements, data, and content to Dollie Rewards™ is voluntary.

14 User Conduct, Content, and Information

- 14.1 You acknowledge that all User Generated Content, whether publicly posted or privately transmitted, are your sole responsibility. Accordingly, you, and not Dollie Rewards™, are responsible and liable for all activities conducted through your Account. Dollie Rewards™ does not control any User Generated Content posted to or transmitted using the Service and, as such, does not guarantee the accuracy, integrity, or quality of such User Generated Content. You understand that by using this Service you may be exposed to User Generated Content that is offensive, indecent, or objectionable. Under no circumstances will Dollie Rewards™ be liable in any way for any User Generated Content, including but not limited to, any errors or omissions in any User Generated Content, or for any loss or damage of any kind incurred as a result of the user of any User Generated Content posted, emailed, sent via SMS or otherwise transmitted via the Service.
- 14.2 Dollie Rewards™ may terminate or suspend your Account for any reason, including but not limited to in response to you taking the following actions while using the Services:
- 14.3 Harass, "stalk", threaten, embarrass, or cause distress or discomfort upon another Dollie Rewards™ participant, user, or other individual or entity;
- 14.4 Upload, post, email, SMS, or otherwise transmit via the Service any User Generated Content that Dollie Rewards™ considers to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, racially, ethnically, or otherwise objectionable;
- 14.5 Upload, post, email, SMS, or otherwise transmit any material that contains software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit functionality of any computer software or hardware or telecommunications equipment;
- 14.6 Upload, post, email, SMS, or otherwise transmit any User Generated Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- 14.7 Cause any screen in the Service to "scroll" faster than other users can type to it or any action to a similar disruptive effect;
- 14.8 Impersonate in the Service any person, including but not limited to, a Dollie Rewards™ official, forum leader, guide or host;
- 14.9 Disrupt the normal flow of dialogue within the Service or otherwise act in a manner that negatively affects other participants;
- 14.10 Forge headers or otherwise manipulate identifying information in order to conceal the origin of any User Generated Content;
- 14.11 Collect or store personal data about other users;
- 14.12 Intentionally or unintentionally violate any applicable local, state, national, or international law, or regulations having the force of law, while using or accessing the Service, or in connection with your use of the Services in any manner;
- 14.13 Post or transmit any advertising, promotional materials, or any other forms of solicitation in the Service.
- 14.14 Provide or send any User Generated Content which may be harmful or detrimental to Dollie Rewards™ or its associates or users, or which violates any restriction or policy established by Dollie Rewards™ or its associates.

- 14.15 Utilize information, content, or any data you view on and/or obtain to provide any service that is competitive, in **Dollie Rewards™** sole discretion, with the Services or **Dollie Rewards™**.
- 14.16 Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl," or "spider" any web pages associated with **Dollie Rewards™**.
- 14.17 Use bots or other automated methods to add or download contacts, send or respond to messages, redirect messages or communications, or other activities other than through the **Dollie Rewards™** designated tools such as the Platform Developer tools.
- 14.18 Engage in "framing," "mirroring," or otherwise simulating the appearance of function of the **Dollie Rewards™** Programme and Services.
- 14.19 Collect, use, or transfer any information, including but not limited to, personally identifiable information obtained from **Dollie Rewards™** except as expressly permitted in this Agreement or as the owner of such information may expressly permit.
- 14.20 Fail to comply with the terms and conditions associated with any Third-Party Network you may access using or in connection with the Services
- 14.21 You understand and acknowledge that differing countries, societies, and governments may hold their citizens, companies, and visitors to a different standard of conduct and speech (legal, ethical, moral and/or religious), and in this regard your Services may be terminated or suspended if they offend the conduct and speech standards of the country they are in or are transmitting in to. Considerations include:
 - 14.21.1 the sensibilities of the recipient of the transmissions whether they hold a difference religious or ethical viewpoint, are of a different race or heritage, have a mental disorder or handicap, or any other person having special circumstances;
 - 14.21.2 transmissions to or aimed at an audience of children (persons under the age of 18) that include references to sexual practices and/or containing inappropriate or offensive language; and
 - 14.21.3 content which promotes or incites terrorism, the misuse of weapons, or encourages or incites a person to commit a criminal offense.
 - 14.21.4 You acknowledge that **Dollie Rewards™** does not pre-screen Content, but that **Dollie Rewards™** may, in its sole discretion, reject or modify any Content that is available via the Services for any reason, including but not limited to that **Dollie Rewards™** deems such Content to violate this Agreement or be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, your use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You further acknowledge that you may not reasonably rely on any Content created by **Dollie Rewards™**, transmitted through the Service or a third-party partner of **Dollie Rewards™**, or submitted to **Dollie Rewards™** for any purpose.

15 Retention of Content

You acknowledge and agree that **Dollie Rewards™** may, but is not obligated to, retain Content and may disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, including but not limited to criminal and civil subpoenas, court orders, or other compulsory disclosures; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties, whether or not the third party is another user, individual, or government agency; (d) respond to customer service inquires; or (e) protect the rights, property, or personal safety of **Dollie Rewards™**, its users, its employees, agents, officers, or shareholders, or the public. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

16 Your Rights

- 16.1 Your Service Right and Access provided that you comply with all your obligations under this Agreement, **Dollie Rewards™** grants you a limited, revocable, nonexclusive, no assignable, non-sublicensable right to access, through a generally available web browser or mobile device or application (but not through automated means such as scraping, spidering, crawling or other similar technology or software without the express written consent of **Dollie Rewards™**), view information and use the Services in accordance with this Agreement. Any other use of the Services is strictly prohibited and a violation of this Agreement. **Dollie Rewards™** reserves all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in **Dollie Rewards™**, the **Dollie Rewards™** Programme, the Services and all related items.
- 16.2 Service Availability for as long as **Dollie Rewards™** continues to offer the Services, **Dollie Rewards™** shall provide and seek to update, improve and expand the Services. **Dollie Rewards™** allows you to access the **Dollie Rewards™** Programme and Services as they may exist and be available on any given day and has no other obligations, except as expressly stated in this Agreement. **Dollie Rewards™** may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or change and modify prices for all or part of the Services in **Dollie Rewards™** sole discretion. All these changes shall be effective upon their posting on the **Dollie Rewards™** Programme or by direct communication to you unless otherwise noted, as determined by **Dollie Rewards™** in its sole discretion. **Dollie Rewards™** further reserves the right to withhold, remove, or discard any Content available as part of your Account, with or without notice, if deemed by **Dollie Rewards™** to be in violation of this Agreement. In addition, **Dollie Rewards™** features, and Services may vary among users and may not be comparable for all users, depending on many factors, including but not limited to the user's location, community prominence, participation, and subscription to Premium Services.
- 16.3 Use and Storage, you acknowledge that **Dollie Rewards™** may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that messages or other uploaded Content will be retained by the Services, the maximum number of messages that may be sent from or received by an account on the Services, the maximum size of any message that may be sent from or received by an account on the Services, the maximum disk space that will be allotted on the **Dollie Rewards™** servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. You agree that **Dollie Rewards™** has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Services. You acknowledge that **Dollie Rewards™** reserves the right, but not the obligation, to terminate an Inactive Account. You further acknowledge that **Dollie Rewards™** reserves the right to change these use and storage practices and limits at any time, in its sole discretion, with or without notice.
- 16.4 For avoidance of doubt, **Dollie Rewards™** has no obligation to store, maintain, or provide you a copy of any Content that you or other users provide when using the Services.

17 Dealings with Advertisers, Users, Third Parties & Platform Developers

- 17.1 Your correspondence or business dealings with, or participation in promotions of, any advertiser and/or third party content provider, Platform Developer (including blog content providers), business entity or person (collectively "Third Party Provider") found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Third Party Provider. You agree that **Dollie Rewards™** shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such Third-Party Provider on the Services.

- 17.2 In addition, **Dollie Rewards™** does not regulate user interactions with other users dealings or with Third Party Providers, therefore, in the event you have a dispute with one or more users or Third Party Providers of the Services, you agree that **Dollie Rewards™** shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such user or Third Party Provider on the Services. You are solely responsible for your interactions with other users and Third-Party Providers. **Dollie Rewards™** reserves the right, but has no obligation, to monitor disputes between you and other users, including Third Party Providers, and to terminate, suspend, or modify your Account if **Dollie Rewards™** determines, in its sole discretion, that doing so is necessary to enforce this Agreement.

18 Linking to Third-Party Websites

- 18.1 The Services may provide, or a Third-Party Provider may provide, links to other World Wide Web sites or resources. Because **Dollie Rewards™** has no control over such sites and resources, you acknowledge and agree that **Dollie Rewards™** is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that **Dollie Rewards™** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
- 18.2 **Dollie Rewards™** is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.
- 18.3 Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

19 Dollie Rewards™ Programme and Platform Applications

- 19.1 **Dollie Rewards™** may also enable Platform Developers and Third Party Providers to create services, blogs, information and applications (“Platform Applications”) that provide features, information, data, writings, and functionality which may use your Registration Data, Financial Data, or User Generated Content and developer tools made available by or through the **Dollie Rewards™** Programme or other third parties.
- 19.2 You are responsible for evaluating whether you want to access or use a Platform Application. Your use of each Platform Application may be subject to terms and conditions or a privacy policy that is different from those in this Agreement between you and **Dollie Rewards™**. Therefore, you should review any applicable terms and/or privacy policy of a Platform Application before using it or sharing any information with it, because you may give that Third Party Provider permission to use, share, or own your information in ways **Dollie Rewards™** would not.
- 19.3 **Dollie Rewards™** is not responsible for and does not endorse any features, services, content, advertising, products or other materials on or available from Third Party Providers including Platform Developers and their Platform Applications. **Dollie Rewards™** does not screen, audit, or endorse Platform Applications. Therefore, you access Third Party Provider services, content and/or Platform Applications at your own risk and agree that your use of such is on an “AS-IS” basis without any warranty from **Dollie Rewards™** as to the actions of the Third-Party Provider.
- 19.4 For additional information regarding Third Party Providers, Platform Developers and Platform Applications, please refer to Private Policy.

20 Conclusion of Sales and Availability of Stock

- 20.1 **Registered users may place orders for Goods and Products, which Dollie Rewards™ or the Third-Party Seller may accept or reject. Whether or not Dollie Rewards™ or the Third-Party Seller accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by Dollie Rewards™ for the Goods.**
- 20.2 NOTE: Dollie **Rewards™** or the Third Party Seller will indicate the acceptance of your order by delivering the Goods or products to you or allowing you to collect or use it, and only at that point will an agreement of sale between you and Dollie **Rewards™** or the Third Party Seller come into effect (the **“Sale”**). This is regardless of any communication from Dollie **Rewards™** stating that your order or payment has been confirmed. Dollie **Rewards™** will indicate the rejection of your order (by Dollie **Rewards™** itself or the Third-Party Seller) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
- 20.3 Prior to delivery or your collection of the Goods or Product, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods or Products, you may return or cancel the products only in accordance with the Returns or Cancel Policy.
- 20.4 Placing Goods in a wish list or shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available or the price thereof might change **without notice to you. You cannot hold Dollie Rewards™** or the Third-Party Seller liable if such Goods are not available or are not available at the price when you complete or attempt to complete the purchase cycle at a later stage.
- 20.5 You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. In the case of Goods for sale by Dollie **Rewards™**, Dollie **Rewards™** will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, Dollie **Rewards™** will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.
- 20.6 In the case of Goods for sale by a Third-Party Seller, Dollie **Rewards™** relies on inventory information supplied by the relevant Third-Party Seller and Dollie **Rewards™** accordingly bears no liability for any inaccuracies in the information supplied to it. Consequently, should you order any Goods from a Third Party Seller which are in fact sold-out, any resulting dispute should be resolved between you and the relevant Third Party Seller, your respective rights and obligations being as set out in these Terms and Conditions.
- 20.7 Certain Goods may not be purchased for re-sale. Should we suspect that any such Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you.
- 20.8 Please see details relating to Pre-orders in our **FAQ's: Pre-Order**, which are incorporated by reference.

21 Advertising Terms, Conduct, and Content

- 21.1 Users and Third-Party Providers can buy advertisements on the **Dollie Rewards™** Programme. The following terms apply to the purchase of advertisements. In order to submit an advertisement for delivery on the **Dollie Rewards™** Programme, you must provide Dollie **Rewards™**, at a minimum,
- 21.1.1 recommendations regarding the appropriate subject matter classification of the advertisement,
- 21.1.2 criteria regarding the delivery of the advertisement, including frequency or duration or both, and
- 21.1.3 the amount you desire to spend in connection with that advertisement. You agree that it is your sole responsibility to use the tools provided by **Dollie Rewards™** to submit such information. **Dollie Rewards™** tools may provide or suggest values for such information, but it is your responsibility to review such information and modify it if you do not agree with it. You must use such provided tools and you assume full responsibility for the information you provide **Dollie Rewards™** relating to your advertisement,

including any information suggested by **Dollie Rewards™** that you do not modify. **Dollie Rewards™** is not responsible for reviewing the information you provide in connection with your advertisement or arising from your inability to use **Dollie Rewards™** provided tools to achieve any particular result, including generating Earnings or any other type of benefit.

- 21.2 **Dollie Rewards™** Has the Right to Review and Reject Any Advertisement. After you have submitted an advertisement as described above, **Dollie Rewards™** may, in its sole discretion, and for any reason whatsoever, elect to not deliver your advertisement on the **Dollie Rewards™** Programme. If **Dollie Rewards™** does not accept your advertisement, it will not charge you the amount you indicated you intended to spend in connection with that advertisement, but reserves the right to charge a reasonable fee, in association with reviewing and processing your advertisement.
- 21.3 If **Dollie Rewards™** accepts your advertisement, it will deliver your advertisement as inventory on the **Dollie Rewards™** Programme becomes available either in specific subject matter categories or in broader, general categories. When delivering your advertisement, **Dollie Rewards™** will undertake commercially reasonable to deliver the advertisement based on your recommendations regarding the subject matter of the advertisement. However, **Dollie Rewards™** cannot guarantee any specific results from running your advertisement or that it will be seen by any particular user or kind of user on the **Dollie Rewards™** Programme.
- 21.4 **Dollie Rewards™** does not represent or warrant that the purchase of advertisements will result in any benefit whatsoever, including but not limited to financial, in-kind or otherwise for you or any third party. Money spent by you toward the purchase of advertisements may not be recovered by you at any time. You acknowledge and waive any rights or expectations relating to advertising availability, consistency, or performance and hold **Dollie Rewards™** harmless from any claims arising from or relating to advertising undertaken by **Dollie Rewards™** on your behalf. By submitting an advertisement for delivery on the **Dollie Rewards™** Programme, you also agree to the following:
- 21.5 **Dollie Rewards™** reserves the right to broaden or limit the subject matter you specified if **Dollie Rewards™** believes it will make your advertisement more effective or to optimize available demand-based inventory.
- 21.6 You will pay for your advertisements in accordance with the Agreement quotation.
- 21.7 **Dollie Rewards™** will determine the size, placement, and positioning of your advertisements.
- 21.8 **Dollie Rewards™** cannot control the interaction of users with your advertisements. **Dollie Rewards™** forbids fraudulent and abusive use of the **Dollie Rewards™** Programme and enforces such policies but cannot be held responsible for the actions of third parties.
- 21.9 Upon acceptance by **Dollie Rewards™**, your advertisement will run as specified unless you cancel by contacting support@dollierwards.net. Under no circumstances shall **Dollie Rewards™** be required to refund the amount you paid for the advertisement.
- 21.10 You grant **Dollie Rewards™** a license to run your advertisement when you submit it to **Dollie Rewards™**.
- 21.11 You also grant **Dollie Rewards™** a license to use your advertisement and related content and information for marketing or promotional purposes.
- 21.12 You will not issue any press release or make public statements about your relationship with **Dollie Rewards™** without written permission.
- 21.13 **Dollie Rewards™** may reject or remove any advertisement for any reason.
- 21.14 In the event you are placing advertisements for another, you warrant and that you have the legal authority to bind the advertiser to this Agreement. You agree that if the advertiser you represent violates this Agreement, you will be held responsible for that violation.
- 21.15 Advertisements must not be false, misleading, fraudulent, or deceptive or promote, endorse or further illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- 21.16 Advertisements will not be permitted in where an advertised business model or practice is deemed unacceptable or contrary to **Dollie Rewards™** advertising terms or this Agreement.

- 21.17 Advertisements receiving a significant amount of negative user feedback or are otherwise deemed in violation of community standards will not be permitted.
- 21.18 Advertisements cannot contain, facilitate, promote, or reference the following:
 - 21.18.1 Offensive, profane, vulgar, obscene or inappropriate language;
 - 21.18.2 Expressions of hatred or promotion of physical harm of any kind against any group or individual, or communications that bully, harass or advocate stalking, bullying, or harassment of another person;
 - 21.18.3 Obscene, defamatory, libellous, slanderous and/or unlawful content;
 - 21.18.4 Viruses, Trojan horses, worms, time bombs, corrupted files, or similar software;
 - 21.18.5 Tobacco products;
 - 21.18.6 Ammunition, firearms, paintball guns, bb guns, or weapons of any kind;
 - 21.18.7 Gambling, including without limitation, any online casino, sports books, bingo, or poker without authorization from **Dollie Rewards™**;
 - 21.18.8 Scams, illegal activity, or chain letters;
 - 21.18.9 Get rich quick and other money-making opportunities that offer compensation for little or no investment, including "work from home" opportunities positioned as alternatives to part-time or full-time employment or promises of monetary gain with no strings attached;
 - 21.18.10 Trading or dealing in stocks or securities or any professional services regulated by state licensing regimes;
 - 21.18.11 Promotions such as contests, sweepstakes, barter, advertising, or pyramid schemes;
 - 21.18.12 Adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual, or provocative images in violation of community standards;
 - 21.18.13 Adult friend finders or dating sites with a sexual emphasis;
 - 21.18.14 Adult toys, videos, or other adult products;
 - 21.18.15 Uncertified pharmaceutical products;
 - 21.18.16 Inflammatory religious content;
 - 21.18.17 Content associated with hate, criminal and/or terrorist activities, and content that provides instructional information about illegal activities such as, without limitation, making or buying illegal weapons or substances, violating someone's privacy, or providing or creating computer viruses and other harmful code;
 - 21.18.18 Hate speech, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;
 - 21.18.19 Content that advocates against any organization, person, or group of people, except for candidates running for public office;
 - 21.18.20 Content that depicts a health condition in a derogatory or inflammatory way or misrepresents a health condition in any way.

22 **Dollie Rewards™ Earnings**

- 22.1 Eligibility to Receive Earnings
- 22.2 **Dollie Rewards™** may award you virtual currency in the form of earnings ("Earnings") in connection with your use of the Services. Your business, earnings, time, payments, including the purchase of Advertisements on the **Dollie Rewards™** Programme and relationships, may never materialize or result in any direct or implied benefit or asset for you. Any Earnings, payments, or in-kind benefits will be made solely in the discretion of **Dollie Rewards™**, and you waive any rights to receive revenues, profits, Earnings, and any value of any kind other than any of the foregoing actually paid you by **Dollie Rewards™**.

- 22.3 Inactive Accounts are not eligible to receive Earnings. Dollie Rewards™ may award Earnings based on numerous factors, including but not limited to
- 22.3.1 the volume of traffic your blogs or advertisements receive,
 - 22.3.2 the source of that traffic,
 - 22.3.3 the activity engaged in by visitors to your blogs, User Generated Content, or advertisements,
 - 22.3.4 the nature and quality of your blog, User Generated Content, or advertisement,
 - 22.3.5 the amount of Earnings then available for distribution from the Active Dollies (as defined below); and
 - 22.3.6 other criteria which Dollie Rewards™ may or may not disclose to you or to other Dollie Rewards™ users in its sole discretion. Dollie Rewards™ is not obligated to disclose the basis for its award of Earnings to you or any other user or the manner in which it calculated such award, but in no circumstance will an award of Earnings be based, in whole or in part, on any element of chance. You understand that the presence of any one of these factors does not in and of itself guarantee a generation of Earnings.
- 22.4 Additionally, Dollie Rewards™ may provide you with free or promotional Earnings. Such Earnings are subject to expiration, return to the Active Dollie Pool or forfeiture at any time, with or without notice to you.
- 22.5 Dollie Rewards™ reserves the right to deduct Earnings from your account at any time if Dollie Rewards™ determines that such Earnings arose in connection with or your Account are in any way associated with the following, whether or not such connection was prior, simultaneous or after the Earnings were generated:
- 22.5.1 False, misleading, fraudulent, or deceptive content or advertisements;
 - 22.5.2 Activity or content inconsistent with this Agreement or Dollie Rewards™ policies on User Conduct and Content, Article IX, or its Advertising Terms, Conduct, and Content, Article XIII; or any other published policies; and
 - 22.5.3 Chargebacks or refunds from credit card or other payment methods arising in relation to those Earnings, whether initiated by you or any other person.
- 22.6 Use of Earnings
- 22.6.1 You may have opportunities to use or redeem Dollie Rewards™ Earnings in connection with various promotions or offerings on Dollie Rewards™ including, but not limited to.
 - 22.6.2 Dollie Rewards™ may also permit you to withdraw some or all your Earnings as cash or as a cash equivalent. In order to cover the fees and costs of such withdrawal, Dollie Rewards™ may, in its discretion, require that your total Earnings or the amount of your requested withdrawal exceed a certain amount. Other than as expressly provided herein, Earnings are not redeemable for any sum of money or monetary value from Dollie Rewards™.
 - 22.6.3 Earnings may not be transferred from your Account to the account of another Dollie Rewards™ user or any other third party except as specifically authorized by Dollie Rewards™ in writing.

23 Active Dollie Pool

- 23.1 Dollie Rewards™ will maintain an Active Dollie Pool of Earnings. Earnings in the Active Dollie Pool will be used to fund the award of Earnings as described above. You agree that Dollie Rewards™ may or may not, in its sole discretion, disclose the aggregate amount of funds in the Active Dollie Pool to you or to other users or to any third party. You agree that Earnings will only be available from the Active Dollie Pool contingent upon the Active Dollie Pool being adequately funded as determined by Dollie Rewards™ in its sole discretion. Any Earnings or credit associated with an Inactive Account may be subject to transfer, in Dollie Rewards™ discretion and without notice, to the Active Dollie Pool, regardless of whether that Inactive Account has been terminated.
- 23.2 You waive all rights to rely upon or know the availability, consistency, reliability or criteria for which the Active Dollie Pool may or may not be funded. The method of calculation, algorithm criteria, Active Dollie

Pool availability is expected change and therefore, you understand that **Dollie Rewards™** makes no representation as to the Active Dollie Pool or Earnings.

24 Payment Terms; Promotional Offers Program

24.1 Payment Terms

- 24.1.1 If you make or accept a payment, if you access or make content available on the **Dollie Rewards™** Service, if you access the Developer Platform, if you access or make available Platform Applications, content, services or information on the **Dollie Rewards™** Programme, you agree to all posted guidelines and terms on the **Dollie Rewards™** Programme in regards to such transaction.

25 Platform Developers

- 25.1 If you are a Platform Developer, Third Party Provider, or operator of a Platform Application (including but not limited to websites, content, information, and applications), the following additional terms apply to you:

- 25.1.1 You are responsible for your Platform Application and its Content and all uses you make of the Developer Platform.

- 25.1.2 Your access to and use of data you receive from **Dollie Rewards™**, will be limited as follows:

- 25.1.2.1 You will only request data made available by the Platform APIs and that you need to operate your Platform Application.

- 25.1.2.2 You will make easily available a privacy policy informing users of the data you are going to use and how.

- 25.1.2.3 Within 24 hours, you will delete and remove all copies of data you receive from **Dollie Rewards™** regarding a user if such user requests removal.

- 25.1.2.4 **Dollie Rewards™** may, in its sole discretion, limit your access to data.

- 25.1.2.5 You will comply with all other terms and conditions of the Privacy Policy Terms of Services and all other posted guidelines.

- 25.1.2.6 You will provide customer support for your Platform Application.

- 25.1.2.7 You will not misrepresent your relationship with **Dollie Rewards™** to others.

- 25.2 **Dollie Rewards™** can issue a press release or make other public statements describing its relationship with you.

- 25.2.1 You will comply with all applicable laws. You will (if applicable):

- 25.2.2 have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.

- 25.2.3 comply with the Video Privacy Protection Act ("VPPA"), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on the **Dollie Rewards™** Programme. You represent that any disclosure to **Dollie Rewards™** will not be incidental to the ordinary course of your business.

- 25.3 **Dollie Rewards™** does not guarantee that the Developer Platform will always be free, or available, in whole or in part. **Dollie Rewards™** does not guarantee that any earnings, royalties, or other type of monetary or in-kind benefit, whether previously granted or paid, will always be available. **Dollie Rewards™** reserves the right to revise any offerings and discontinue any of the foregoing benefits at any time, with or without prior notice.

- 25.4 You give **Dollie Rewards™** all rights necessary to enable your Platform Application to work with the **Dollie Rewards™** Services, including the right to incorporate content and information you provide to **Dollie Rewards™** into streams, profiles, emails and user action stories.

- 25.5 You give **Dollie Rewards™** the right to link to or frame your Platform Application, and place content, including ads, around your Platform Application.

- 25.6 **Dollie Rewards™** may analyse your Platform Application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
- 25.7 To ensure your Platform Application is safe for users, **Dollie Rewards™** reserves the right to audit it, but is not obligated to do so.
- 25.8 **Dollie Rewards™** may create and provide applications or services that offer similar features and services to, or otherwise compete with, your Platform Application.
- 25.9 From time to time at its sole discretion **Dollie Rewards™** may make special offerings to you of "free money" or "gift certificate" type promotional credit. You understand, agree and acknowledge that although the term "free money" or "gift certificate" is used, such equates to **Dollie Rewards™** credits, in accordance with the terms of each special offering. You acknowledge that verification of your mobile phone or other criteria may be required for redemption of any such offer from **Dollie Rewards™** and that these credits are solely for use with the certain **Dollie Rewards™** Services specified for that promotion and are not redeemable for cash. These promotions will also be subject to specific time limits and limitations on redemption and usage. "Unless specified otherwise by the express terms of a promotion, campaign or contest ("Promotion"), you agree that any monies deposited into your account pursuant to the **Dollie Rewards™** Promotion will be forfeited by you automatically if your account becomes an Inactive Account. Further, **Dollie Rewards™** reserves the right to terminate your Inactive Account without further notice to you.

26 Third Party Provider Payments

- 26.1 **Dollie Rewards™** may from time to time make payments to Third Party Providers based on a combination of factors, including but not limited to, in whole or in part, to any of the following criteria: effectiveness in acquiring new members for **Dollie Rewards™**, number of users subscribing to your post or fans of your Platform Application, and other criteria which **Dollie Rewards™** may or may not disclose to you or to other **Dollie Rewards™** users in its sole discretion.. You agree that **Dollie Rewards™** has the right in its sole discretion to determine those applications entitled to pay-outs to the exclusion of other applications, or no pay-outs to applications at all. **Dollie Rewards™** reserves the right to discontinue payments at any time or to modify the factors considered for payment without advance notification. **Dollie Rewards™** further reserves the right to reduce payments based on community ratings, user complaints and number of opt-outs from the Service related to Third Party Provider content. **Dollie Rewards™** is not obligated to disclose the basis for the award of pay-outs to you or any other user or the manner in which it calculated such award, but in no circumstance will an award of pay-outs be based, in whole or in part, on any element of chance.
- 26.2 Due to payment processing costs, **Dollie Rewards™** reserves the right to establish a minimum amount earned by a Third-Party Provider and available for pay-out prior to making any payments to a Third-Party Provider account. Until such time as a Third-Party Provider's account exceeds the minimum pay-out amount, **Dollie Rewards™** will not be obligated to make any payments whatsoever. In the event a Third-Party Provider cancels their **Dollie Rewards™** Subscription, or their account is terminated for any reason prior to earning the minimum pay-out amount, **Dollie Rewards™** will not be obligated to make any payments whatsoever. Amounts remaining in a Third-Party Provider's account that are less than the minimum pay-out amount will be deemed a termination charge to cover costs of closing a Third-Party Provider's account.
- 26.3 Notwithstanding the foregoing, **Dollie Rewards™** reserves the right to refund any amount for any reason, but under no circumstances shall be obligated to do so.

27 No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services or the **Dollie Rewards™** Programme.

28 Indemnity/Release

- 28.1 You will release, indemnify, defend and hold harmless Dollie Rewards™, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of
- 28.1.1 this Agreement or the breach of your warranties, representations and obligations under this Agreement,
 - 28.1.2 the Services or your use of the Services,
 - 28.1.3 any intellectual property or other proprietary right of any person or entity,
 - 28.1.4 your violation of any of the provisions of this Agreement,
 - 28.1.5 any information or data you supplied to **Dollie Rewards™**, including, without limitation, any Content you submit, post to, or transmit using the Services, or
 - 28.1.6 any information or data you purchased or received from third parties on or through the Services. When **Dollie Rewards™** is threatened with suit or sued by a third party, **Dollie Rewards™** may seek written assurances from you concerning your promise to indemnify **Dollie Rewards™**; your failure to provide those assurances may be considered by **Dollie Rewards™** to be a material breach of this Agreement. **Dollie Rewards™** will have the right to participate in any defence by you of a third-party claim related to your use of any of the Services, with counsel of **Dollie Rewards™** choice at its expense. **Dollie Rewards™** will reasonably cooperate in any defence by you of a third-party claim at your request and expense. You will have sole responsibility to defend **Dollie Rewards™** against any claim, but you must receive **Dollie Rewards™** prior written consent regarding any related settlement. The terms of this Article will survive any termination or cancellation of this Agreement.
- 28.2 You hereby release **Dollie Rewards™**, our officers, employees, agents and successors from claims, demands any and all rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from:
- 28.2.1 any interactions with other users;
 - 28.2.2 any incorrect or inaccurate content posted on the Website; or
 - 28.2.3 conduct of any user.

29 Dollie Rewards™ Proprietary Rights

- 29.1 You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements, applications, Content or information presented to you through the Services or advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. **Dollie Rewards™** is trademarks or service marks owned by **Dollie Rewards™**. All other trademark and service marks appearing on **Dollie Rewards™** web site which do not belong to **Dollie Rewards™** are the property of their respective owners. Except as expressly authorized by **Dollie Rewards™** or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Software, in whole or in part. **Dollie Rewards™** grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose

of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by **Dollie Rewards™** for use in accessing the Services.

29.2 **One or more patents apply to the Dollie Rewards™ Programme and to the features and services accessible** via the site, including without limitation:

29.3 The contents of the Website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“Website Content”) **are protected by law**, including but not limited to copyright and trade mark law. The Website Content is the property of **Dollie Rewards™, its advertisers and/or sponsors and/or is licensed to Dollie Rewards™.**

29.4 You will not acquire any right, title or interest in or to the Website or the Website Content.

29.5 Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact us via the Help Page

29.6 **Where any of the Website Content has been licensed to Dollie Rewards™ or belongs to any third party, your** rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

30 Disclaimer of Warranties

30.1 The use of the Website and Dollie **Rewards™** Portal is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

30.2 Whilst **Dollie Rewards™** takes reasonable measures to ensure that the content of the Website is accurate and complete, **Dollie Rewards™** makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by **Dollie Rewards™** representatives, **Dollie Rewards™** shall not be bound thereby.

30.3 **Dollie Rewards™** disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

30.4 Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided “**as is**” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

30.5 Any views or statements made or expressed on the Website are not necessarily the views of **Dollie Rewards™**, its directors, employees and/or agents.

30.6 In addition to the disclaimers contained elsewhere in these Terms and Conditions, **Dollie Rewards™** also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer Programme, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer Programme, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of **Dollie Rewards™**, its employees, agents or authorised representatives. **Dollie Rewards™** thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.

- 30.7 To the fullest extent permissible under Applicable law, **Dollie Rewards™** disclaims any and all implied warranties and Representations, including, without limitation, any warranties of Merchantability, fitness for a particular purpose, title, and noninfringement. If you are dissatisfied or harmed by **Dollie Rewards™** or anything related to the **Dollie Rewards™** Programme, you may close your **Dollie Rewards™** account and terminate this agreement in Accordance with ("termination") and such termination Shall be your sole and exclusive remedy.
- 30.8 **Dollie Rewards™** is not responsible and makes no Representations or warranties for the delivery of any messages and Communications (such as emails, blogs, posting of answers or transmission of Any other user generated content) sent through **Dollie Rewards™** to anyone. In addition, **Dollie Rewards™** Neither warrants nor represents that your use of the services will not infringe the rights of third parties. Any material, service, or technology described, or Used on the **Dollie Rewards™** Programme may be subject to intellectual property rights owned by third parties who have licensed such material, service, or technology to **Dollie Rewards™**.
- 30.9 **Dollie Rewards™** does not have any obligation to Verify the identity or age of the persons subscribing to the services, nor does **Dollie Rewards™** have any obligation to monitor the use of the services by other users; Therefore, **Dollie Rewards™** disclaims all liability for identity theft or any other Misuse of your identity or information by such third parties.
- 30.10 **Dollie Rewards™** has the right (but not the Obligation) to review any content and delete (or modify) any content that in Our sole judgment violates these terms of service or which is prohibited Content, or may otherwise violate the rights, harm, or threaten the safety of Any person, or create liability for us or any user.
- 30.11 **Dollie Rewards™** does not guarantee that the Services will function without interruption or errors in functioning. The operation of the services may be interrupted due to Maintenance, updates, or system or network failures. **Dollie Rewards™** disclaims all Liability for damages caused by any such interruption or errors in functioning. Furthermore, **Dollie Rewards™** disclaims all liability for any malfunctioning, Impossibility of access, or poor use conditions of the **Dollie Rewards™** Programme due to Inappropriate equipment, disturbances related to internet service providers, The saturation of the internet network, or for any other reason.

31 Limitation of Liability

- 31.1 You expressly understand and agree that Neither **Dollie Rewards™**, nor any of its subsidiaries, affiliated companies, employees, Shareholders, officers, directors or agents shall be liable for any direct, Indirect, incidental, special, consequential, or exemplary damages, including But not limited to, damages for loss of profits, goodwill, use, data or other Intangible losses (even if **Dollie Rewards™** has been advised of the possibility of such Damages), resulting from:
- 31.1.1 the use or the inability to use the services;
- 31.1.2 the cost of procurement of substitute goods and services resulting from Any goods, data, information or services purchased or obtained or messages Received, or transactions entered into through or from the services;
- 31.1.3 unauthorized Access to or alteration of your transmissions or data; (iv) statements or Conduct of any third party on the services; or
- 31.1.4 any other matter relating to the services. **Dollie Rewards™** liability (including but not limited to the liability of Its subsidiaries, affiliated companies, employees, shareholders, directors, or Officers), and the liability of its suppliers, to you or any third parties in Any circumstances is limited to the greater of (a) the amount of fees you pay To **Dollie Rewards™** in the two (2) months prior to the action giving rise to liability, Or (b) agreed payment.
- 31.2 **Dollie Rewards™** cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or

wilful misconduct of Dollie Rewards™, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of our Help Page.

31.3 DOLLIE REWARDS™ SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

31.4 YOU HEREBY INDEMNIFY DOLLIE REWARDS™ AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD-PARTY WEBSITE.

32 Special Admonition for Services Relating to Financial Matters

Dollie Rewards™ provides the Services for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Dollie Rewards™ shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted via the Service and shall not be responsible or liable for any trading, investment, or financial decisions made based on such information.

33 Termination

33.1 By You

33.1.1 You may terminate this Agreement, for any or no reason, at any time, with notice to Dollie Rewards™. This notice will be effective upon Dollie Rewards™ processing your notice. Such notice may be provided by sending an email to support@dollierewards.net, or with regard to the Premium Services, as described.

33.2 By Dollie Rewards™

33.2.1 Dollie Rewards™ may in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service, including but not limited to Premium Services, under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Dollie Rewards™ may immediately deactivate or delete your Account and all related information and files in your Account and/or bar any further access to such files or the Services. Further, you agree that Dollie Rewards™ shall not be liable to you or any third-party for any termination of your access to the Services.

33.3 Dollie Rewards™ will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.

33.4 Dollie Rewards™ may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Dollie Rewards™ will not be liable to you if it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.

33.5 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

33.6 Dollie Rewards™ is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Dollie Rewards™ to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Dollie Rewards™, in whole or in part, on notice to

you. Dollie Rewards™ shall only be liable to refund monies already paid by you and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

33.7 At any time, you can choose to stop using the Dollie Rewards™ Website or Portal, with or without notice to Dollie Rewards™.

34 Digital Millennium Copyright Act Policy

34.1 Notice of Claim Infringement

34.2 Dollie Rewards™ respects the intellectual property of others. If you believe that Content on the Dollie Rewards™ Programme infringes your copyrighted work, please provide Dollie Rewards™ Designated Copyright Agent, Attention: Legal Department, legal@dollierewards.net with following information:

34.2.1 A signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;

34.2.2 A description of the copyrighted work that you claim has been infringed;

34.2.3 A description of where the material that you claim is infringing is located on the Dollie Rewards™ Programme;

34.2.4 Your address, telephone number, and email address;

34.2.5 A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

34.2.6 A statement by you made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

34.3 Counter-Notification Procedure, if you have been notified of an allegation that your Content infringes the copyrights of others but believe that your Content does not infringe the copyrights of others, you may provide Dollie Rewards™ with a "counter-notice" providing the following information:

34.3.1 Your name, address, phone number and physical or electronic signature;

34.3.2 Identification of the Content and its location on the Dollie Rewards™ Programme before removal;

34.3.3 A statement under penalty of perjury reflecting your belief that the Content was removed by mistake or misidentification; and

34.3.4 Your consent to local federal court jurisdiction, or if overseas, to an appropriate judicial body.

34.3.5 Upon receipt of a compliant counter notification Dollie Rewards™ will promptly notify the claiming party of your counter notification. If the copyright owner does not file an action within 14 days, Dollie Rewards™ will then restore the material to its location on the Dollie Rewards™ Programme.

35 Verification Process

35.1 We endeavour to stop or prevent any criminal activities including money laundering. Because of this we can do any of the following things if we consider it is necessary to do so, or if South African and international laws, rules regulations restrictions and policies ("the laws") require us to do so:

35.2 We may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. We will do this at the start of the business relationship and as often as we or the law may consider it necessary thereafter.

35.3 We can refuse to do business with any person or entity that we consider undesirable.

35.4 We will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by us in the management of our risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.

35.5 We can end our relationship with a customer.

- 35.6 We can monitor any transactions and instructions.
- 35.7 We can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay by us in carrying out the instruction.
- 35.8 We can refuse to carry out any instruction or transaction.
- 35.9 We can place a hold on any account or facility.
- 35.10 You agree to assist us to comply with the laws by providing us with all the information and documents we require. If you fail to do so or provide false information, we can refuse to enter a relationship with you, refuse to carry out an instruction or process an instruction and can also end our relationship with you.
- 35.11 TAKE NOTE: We will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if it does any of the things mentioned above, or anything else necessary to comply with the laws.

36 General

- 36.1 **This Agreement constitutes the entire agreement between you and Dollie Rewards™ and governs your use of the Service, superseding any prior agreements between you and Dollie Rewards™.**
- 36.2 **Dollie Rewards™ may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.**
 - 36.2.1 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
 - 36.2.2 **Any failure on the part of you or Dollie Rewards™ to enforce any right in terms hereof shall not constitute a waiver of that right.**
 - 36.2.3 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
 - 36.2.4 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
 - 36.2.5 **No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.**
 - 36.2.6 **These Terms and Conditions contain the whole agreement between you and Dollie Rewards™, and no other warranty or undertaking is valid, unless contained in this document between the parties.**

37 Governing Law and Jurisdiction

- 37.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. **Your continued use of the Dollie Rewards™ Website and Portals will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.**
- 37.2 In the event of any dispute arising between you and Dollie Rewards™, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

37.3 Nothing in this clause 23 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

38 Arbitration

38.1 Any dispute arising from or about this Agreement will be finally resolved by arbitration.

38.2 The arbitrator will be such person as may be agreed upon between the Parties or failing agreement such person as may be appointed at the request of either Party by the Arbitration Foundation of Southern Africa.

38.3 The arbitration will be conducted in accordance with the Rules of the Arbitration Foundation of Southern Africa for Commercial Arbitrations.

38.4 The place of the arbitration will be Pretoria South Africa.

38.5 The language to be used in the arbitration proceedings will be English

39 Effect of Waiver

39.1 The failure of **Dollie Rewards™** to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in that provision, and that the other provisions of this Agreement will remain in full force and effect.

40 Changes to these Terms and Conditions

40.1 **Dollie Rewards™** may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

40.2 Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

41 Statute of Limitation

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

42 Headings

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. **Dollie Rewards™** may freely assign or delegate its rights and obligations under the Agreement, fully or partially, and without notice to you.

43 Violations

Please report any violations of this Agreement to **Dollie Rewards™** at legal@dollierewards.net

44 **Authorized Agent**

44.1 By using the **Dollie Rewards™** Programme, you appoint **Dollie Rewards™** to be your agent and authorize **Dollie Rewards™** to store your account number and usernames to ("Other Sites") and to act on your behalf to access and interact with such Other Sites for purposes of (i) unifying access to all your information, actions, and data associated with such Other Sites from a single login, (ii) retrieving information from, and submitting information to, Other Sites, including but not limited to photos, profile information, contact and social maps, posts, communications, applications, preferences, and usage trends, and (iii) providing value-added services and features to enhance your experience inside the **Dollie Rewards™** Programme and Other Sites.

45 **Survival**

In the event this Agreement terminates as provided herein, this Agreement shall survive such expiration or termination.

I have read and understand the foregoing Agreement and agree to be bound by all its terms and conditions.

46 **Agreeing to Terms**

If you do not agree to **Dollie Rewards™** Subscriber Agreement as posted here on this **Dollie Rewards™** Website and Portal, please do not use this site or any services offered by this site. Your use of this site indicates acceptance of this Subscriber Agreement.