

TERMS AND CONDITIONS

Effective from Date: 01 June 2019

Welcome to "PIL Mobi" and "PIL Web for Businesses" (known as PIL) brought to you by PIL DM (PTY) LTD. If you continue to browse and use our mobile application and web application or submit a financial transaction or your company or personal disclosure information, you hereby agree to the terms of use set out below. These terms, along with our Privacy Policy, will govern your relationship with PIL mobile application and our web application. The terms "we," "us," or "Company" refers to the owner of PIL applications, being PILL DM (PTY) LTD. The term "you" refers to the user or visitor to the PIL applications. The "terms and conditions" set out here take precedence over any agreement, oral or written, between you and any PIL representative and/or employee.

Please email us at admin@pilmobile.com with any questions or concerns you may have.

What we do. We supply you or your business with a platform to build your business offerings to get found and do real time trading. We collect the information you provide to help you complete public incidents and forward it to government agencies and, inform PIL users within a specific range. We allow end users to make contact with service providers, product providers and manufacturers and to converse between each other thereafter. We do not sell our products to the general end user requiring assistance or service, only to service, product or manufacturing providers wanting to use PIL for business enhancement, or government agencies wanting to use our products for help/call centre purposes or, for private companies to use PIL as an internal incident reporting tool.

Furthermore, we are not a law firm and do not provide any legal, financial, tax or other professional advice. We help you to the best of our knowledge and experience to complete the required logs ("logs" being calls logged) based upon the information you provide. When it comes to incident or service requests, we trust your judgment. You are responsible to determine the kind of information you provide. We also do not check for errors on your calls logged; we use the information you provide while completing those calls logged and submit the information, exactly as they have been entered. Once we have helped you interact with the requested parties, we are not under any obligation to send you reminders for calls logged, not attended to, or any other responsibilities you may have. We provide a service to connect "you" the user to the service provider (or providers); to "you" connecting to a government agency or agencies, the outcome thereafter is entirely no longer our responsibility. If connection cannot be made due to communication failure or, any connection failure, we take no responsibility therefore.

2. What You Agree To. Once you agree to the terms, you are confirming that all the information you include after logging calls frees us of any conflict that may arise therefrom. You further guarantee and warrant that it shall not be used for any illegal or fraudulent purpose.

You further agree to indemnify and hold us harmless for any demands alleging any lack of authority, error or damages of any kind, including damages, attorney fees and costs with regard to any of the services provided by PIL DM Pty (Ltd).

When building your business you agree to not use any swear words or pornographic content, or advertise sexual services.

You also agree to have read in full, and accepted, our privacy policy.

3. Fees. Your submission of credit card information or any kind of payment information, or PayPal information, or similar thereto constitutes your authorization for the services ordered and for any related fees or expenses. For the use of PIL, these are the fees that may be charged to your account: if you are a company providing services, products or manufacturing, or a government agency interfacing or using our products, but the fees will always be presented to you before you submit your final payment.

4. Money-back Guarantee and Payment Terms. We do not provide a money-back guarantee due to our services being based on a pay-as-you-go basis. If you are a service, product or manufacturer provider or government agency or a company using our products for internal use, you are required to pay a monthly fee however, when payment is not made within 14 days you will be blocked from using PIL applications. If you continue to use our products within the 14-day grace period, you will be required to pay for the month in question before your account will be unblocked for further usage.

If you have any questions about the fees, please send us an email at admin@pilmobile.com

5. Warranties and Disclaimer of Liability. The PIL DM (PTY) LTD makes no warranties, representations, statements or guarantees (whether express, implied, legal, equitable or residual) regarding our products or services.

The PIL DM (PTY) LTD shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of PIL, any information contained on our products, or your company's personal information or material and information transmitted over our software. In particular, neither the PIL owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

6. Conflict of terms. If there is a conflict or contradiction between the provisions of PIL terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of PIL shall prevail in respect of your use of the relevant section or module of PIL.

7. Severability. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

8. Applicable laws. The use of PIL shall in all respects be governed by the laws of each country of its operation, regardless of the laws that might be applicable under principles of conflicts of law. The parties agree that the courts located in each country, shall have exclusive jurisdiction over all controversies arising under this agreement and agree that venue is proper in those courts.

9. Amendment. PIL DM (PTY) LTD may amend this agreement in the future without notice. If new terms are adopted, they will replace the existing ones and will be published on our website. We reserve the right to change this agreement at any time, without cause and at our sole discretion.