

STROVE'S TERMS AND CONDITIONS OF APPLICATION USE AND SERVICES

By accessing or using the Strove Application, owned by **Strove Ventures (Pty) Ltd.** (reg: 2020 / 434385 / 07) ("**Strove**") or any of its Services thereon, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**Terms**"), in conjunction with any additional Strove terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Application remain at all times expressly reserved by Strove.

Please see Strove's distinct sections on Privacy, Intellectual Property, and Disclaimers & Indemnities.

Please pay specific attention to the BOLD paragraphs of the Strove Terms. These paragraphs limit the risk or liability of Strove, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Strove or is an acknowledgement of any fact by you.

- **Please read these terms carefully before accessing or using the Application or Services. Strove will assume you have read and understood these terms should you continue to access or make use of the Application and/or Services.**
- **By using the Application and/or Services, you warrant that you have carefully read and understood these Strove Terms, and have familiarized yourself with all the information provided to you about our Services and/or Application and agree to all stated conditions set forth in these Terms.**
- **You further understand and agree that these Terms also contain a release of liability in Strove's favour, and that you accept these Terms of your own free will. These Terms are binding on your heirs, dependents, legal representatives and assigns.**
- **You expressly understand and agree that your access and/or ability to use the Application and the fitness/lifestyle services thereon, is contingent on you having been provided such prior access permission by Strove by virtue of your/your employer's prior successful application for access to, and participation in, the Services hosted on this Application.**

It is important to note the following:

- The terms "**user**", "**you**", "**user**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Application or using the Services for any reason whatsoever. Accordingly, the terms "**us**", "**our**" or "**we**" refers to Strove or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 10 June 2021.

1. INTRODUCTION TO THE APPLICATION AND LIFESTYLE SERVICES THEREON

1.1. Strove provides this Application as a fitness- and lifestyle-balance platform for users to participate in the Strove Services, hosted and maintained by Strove as well as its partners from time to time (such as Strava and Apple Health, among others). Only users who have been accepted by Strove will have access to this Application and the services provided thereon (collectively, the "**Service/s**").

1.1.1. If you would like to have access to the Application and the full suite of Services thereon, please contact info@stroveapp.com or visit our [Main Website](#) for more information.

- 1.2. These Terms explain the conditions applicable to how users must make use of this Application and the core provisions applicable to a user's use of any Services derived from Strove on this Application.
- 1.3. The Application and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Strove uploading the amended Terms to this Application. Your continued access or use of this Application constitutes your acceptance to be bound by these Terms, as amended. It is therefore your responsibility to read these Terms, as well as the [Main Website Terms](#) periodically to ensure you are aware of any changes.
- 1.4. Unauthorised use of the Application may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1. **For all Services provided, Strove does not have an intermediary, advisory, agency, representative nor medical relationship with any user. Your use of the Application, the tools thereon or the Services is entirely at your own risk and based on your own volition and expertise.**
- 2.2. **The Services available on the Application are not medical nor regulated fitness programmes/services in any way. All users understand and agree that all actions chosen to be taken by a user using the Application are made from their own volition and under the supervision of a registered medical/fitness professional.**

3. PROCESSING AND PRIVACY OF PERSONAL INFORMATION

- 3.1. Strove takes the processing of your personal information very seriously and does so in accordance with the South African *Protection of Personal Information Act, 2013* ("POPI" - as amended). Please see Strove's [Privacy Policy](#) regarding more details on how Strove uses and processes your personal information.
- 3.2. By entering your personal information on the Application or providing it to us in any way, you warrant that the person using the Application/Services is you and/or you have the legal authority to act on behalf of a corporate entity.
- 3.3. Do not provide us with any personal information which is not yours, or which you have no lawful right to provide on another entity's/person's behalf. Do not provide us with the personal information of a minor in any way. Your failure to adhere to these provisions constitutes your immediate and material breach of these Terms.

4. USER ACCESS TO THE APPLICATION AND SERVICES THEREON

- 4.1. To obtain access to this Application and the full suite of Services thereon, the user must have already been provided such permission and access by Strove, through the user's/user's employer's successful application and approval to be an authorised user of the Application. If you do not have such permission from Strove, you will not be able to access this Application fully, nor the Services hosted thereon.
- 4.2. To protect your privacy and security, the Application takes reasonable steps to verify your identity by requiring a One Time Pin (OTP) together with your provided e-mail address in order to grant you access to the Application.
- 4.3. By entering your personal information on the Application, you warrant that the person using the Application is you and/or you have the legal authority to act on behalf of a corporate entity.

5. THE SERVICES

- 5.1. The Strove Services made available to users on this Application, is the ability for authorised users to record and sync exercise, meditation and step data and unlock rewards for doing so. Users can compete on companywide leaderboards, access wellbeing content through the learning portal and redeem rewards through the use of wiCodes and QR codes.

5.2. For a full description of the Services offered by Strove on the Application, please visit the main Strove website, at www.stroveapp.com.

5.3. Particular conditions applicable to the use of the programmes/Services on this Application:

5.3.1. Integrations currently made available to users for the purposes of recording and syncing exercise and meditation data with Strove include Apple Health and Strava. Additional integrations will be released in due course and this will be communicated to the users when necessary.

5.3.2. Leaderboards are shared publicly across the organisation, therefore colleagues in an organisation will be able to see each other on the leaderboards if they have selected to be included on the leaderboard. Users can choose whether or not they want to be on the leaderboard by navigating to the account section of the Strove application and toggling the leaderboard privacy setting on or off.

5.3.3. Employers will have access to the leaderboards both through the application as well as through the reporting dashboards that Strove makes available to employers. Only those employees that have chosen to be on the leaderboards will have their names visible on the leaderboards that employers have access to.

5.3.4. All rewards are redeemed by users through the use of QR codes and wiCodes. Both QR codes and wiCodes can be used to redeem a reward at the point of sale system of the retailers or merchant's physical store.

5.3.5. A limited amount of reward partners enable online reward redemption. For those that do, users are able to use the wiCode at checkout in order to redeem their reward.

6. PAYMENT PROCEDURE FOR USE OF THIS APPLICATION AND/OR SERVICES

6.1. There is no Fee applicable to an authorised user's use of this Application and/or their participation in a Service programme, provided that the user has indeed obtained such prior permission and Application-access from Strove.

7. USER RESPONSIBILITIES AND WARRANTIES

7.1. By using the Application and/or the Services, you warrant that:

7.1.1. you have read and agreed to these Terms as well as Strove's [Main Website Terms](#), and will use this Application and Services in accordance with them;

7.1.2. all information you provide to the Application and/or Strove is true and accurate in every respect;

7.1.3. you understand and agree that Strove is not a regulated fitness nor medical services provider and you take all responsibility for the decisions you make via the Application and/or Services;

7.1.4. you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;

7.1.5. you lawfully possess and submit all information to the Application and/or Strove for the use of it or the Services;

7.1.6. you have all the requisite permission/s and authorisation/s from Strove to use all of the Services hosted on this Application;

7.1.7. you will not allow any other person or entity to use your Application log-in or participation details for their benefit;

7.1.8. you will not post, upload, replicate or transmit any abusive content on the Application that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in

breach of privacy or restrict any user in any way from properly using the Application;

7.1.9. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Application including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Application or the underlying software code;

7.1.10. you will not infringe the intellectual property or other rights of any third party or the Application or transmit content that the user does not own or does not have the right to publish or distribute, especially relating to the Services content or anything Services-related;

7.1.11. you will not use this Application platform for any commercial purpose other than as expressly provided for by Strove herein;

7.1.12. you will not use the Application to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or

7.1.13. you will not facilitate or assist any third party to do any of the above,

failing which, your failure will automatically deemed to be a material breach of these Terms, allowing Strove to use its full spectrum of rights available to it against the infringing party, including reporting you to the authorities, denying you access to or use of any Service or the Application and/or claiming contractual (including consequential) damages from you.

7.2. The Application is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Application. The network's data and messaging rates and fees may apply if you use the Application and you shall be responsible for such rates and fees.

7.3. Without prejudice to any of Strove's other rights (whether at law or otherwise), Strove reserves the right to deny you access to the Application or the Services where Strove believes (in its reasonable discretion) that you are in breach of any of these Terms.

7.4. Strove does not guarantee that the Application, or any portion thereof, will function on any particular hardware or device.

8. ADVERTISING AND SPONSORSHIP

8.1. The Application may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Application complies with all applicable laws and regulations.

8.2. Strove, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

9. INTELLECTUAL PROPERTY PROTECTION

9.1. All Application layout, content, material, information, data, software, icons, text, graphics, training/fitness programmes content, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks (whether registered or un-registered), together with the underlying software code and everything submitted by a user to the Application and Strove in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Strove, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

- 9.1.1. For clarity, all rights to any intellectual property provided by a user to the Application will remain with the user, but for which the user has provided Strove with a non-exclusive, non-transferable licence to use such user intellectual property as Strove deems fit on the Application and/or in advertising, for as long as the user remains registered on the Application.
- 9.2. **Subject to the rights afforded to you in these terms, all other rights to all intellectual property and content on the Application are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, multi-media content, graphics or other material on the website or the underlying software code whether in whole or in part, without the written consent of Strove first being granted (through a content use-license or otherwise), which consent may be refused at the discretion of Strove. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Strove and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in (amongst other things) a claim of damages being brought against you.**
- 9.3. Strove reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Application or to suspend or terminate the Application, at any time without notice; provided that any transactions or functions already concluded through the Application, will not be affected by such suspension or termination (as the case may be).
- 9.4. Where any of the Application intellectual property has been licensed to Strove or belongs to any third party, other than that which has been submitted by a user to the Application in the use of the Services, all 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.
- 9.5. Subject to adherence to the Terms, Strove grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Application on any machine which the user is the primary user. **However, nothing contained on the Application or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Strove.**
- 9.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Strove at info@stroveapp.com.

10. DISCLAIMERS AND WARRANTIES

- 10.1. **The Application and Services, including any intellectual property appearing therein, are provided "as is" and "as available". Strove makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Application or the Services, or the information contained in it.**
- 10.2. All information or opinions of users made available on the Application in relation to any of the Services are those of the authors and not Strove. While Strove makes every reasonable effort to present such information accurately and reliably on the Application, Strove does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Application.
- 10.3. **Strove, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Application and/or transactions or actions resulting therefrom or from the Services offered, including the information about any particular fitness or lifestyle programme offered.**
- 10.4. **Strove, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to**

direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services and access to, or use of, the Application in any manner.

10.5. Strove takes reasonable security measures to ensure the safety and integrity of the Application and to exclude viruses, unlawful monitoring and/or access from the Application. However, Strove does not warrant or represent that your access to the Application will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Application will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user's access to and use of the Application remains solely at the user's own risk and the user should take their own precautions accordingly.**

11. INDEMNITIES

11.1. The user indemnifies and holds harmless Strove, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Application and/or Services offered or concluded through the Application in any way.

11.2. The user agrees to indemnify, defend and hold Strove harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.

11.3. This clause will survive termination of this agreement.

12. COMPANY INFORMATION

Please see our [Main Website Terms](#) for this information.

13. TERMINATION OF USE OF APPLICATION OR SERVICES

13.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, STROVE RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR USE OF THE APPLICATION, SERVICES AND OR ANY CONTENT USE-LICENSE IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT STROVE GIVES REASONABLE NOTICE TO YOU.**

13.2. You may terminate your use of the Services at any time, subject to any additional conditions related thereto which a user may be subject to by virtue of another agreement concluded between the user/user's employer and Strove. Further, termination by a user will not affect any existing obligation that that user may have accrued at the time of termination, which will not be affected by same termination (such as the payment of Fee to Strove, or the need to complete a Service fitness programme fully).

14. NOTICES AND SERVICE ADDRESS

Please see our [Main Website Terms](#) for this information.

15. GENERAL

Please see our [Main Website Terms](#) for this information.