Enlabeler

www.enlabeler.com

Browser Terms & Conditions

September 2022

1. INTRODUCTION AND PURPOSE OF BROWSER TERMS

1.1. These are the rules which govern your use of our website enlabeler.com ("the / our Website") and our relationship with you. They apply to your activity on our Website, that is, when you "browse," "surf", "share", "post" or comment on our Website, these Browser Terms, along with any applicable terms of service and our Privacy Statement (s) apply and create a legally binding contract between you and Enlabeler.

1.2. When you access the Website, you do so at your own risk. Enlabeler will have no obligations to you whatsoever and we will not be liable at all for any liability, damage or loss resulting from your use or inability to use our Website. If you act upon or rely on the information contained on our Website, this is at your own risk and we disclaim liability for any negative consequences which may result from your use or inability to use the Website.

2. ACCEPTANCE AND CONSENT

2.1. If you do not agree to these Browser Terms, the Privacy Statement(s) or applicable terms of service, you should stop using the Website.

3. CHANGES TO OUR WEBSITE AND/OR THESE TERMS

3.1. We have the right (as far as the law allows) to suspend, change or add to our Website, and to change or add to any of these Browser Terms and such changes will apply as soon as they are made.

4. YOUR USE OF YOUR WEBSITE

4.1. You may not:

4.1.1. distribute any content from our Website without our prior consent;

4.1.2. use any technology, including but not limited to crawlers and spiders, to search our Website or obtain information from our Website;

4.1.3. copy our Website or any source code or pages;

4.1.4. post any defamatory or illegal content;

4.1.5. link to our Website in a manner other than through the homepage or mobile interface, if applicable; or

4.1.6. deep-link to any other pages in a way that would suggest that you own the intellectual property that belongs to us.

5. INTELLECTUAL PROPERTY

5.1. You acknowledge and agree that all right, title and interest in, and to, any of our intellectual property including but not limited to any copyright, trademark, design, logo, process, practice, source code, or methodology which forms part of, or is displayed or used on the Website or which forms part of any products offered or displayed by us, including, without limitation, any graphics, logos, designs text, button icons, images, audio clips, digital downloads, data compilations, mobile applications, page headers and software is proprietary to us and will remain ours at all times.

5.2. You agree that you will not acquire any rights of any nature in respect of our intellectual property by using our Website and / or any of our services.

6. LIMITED LIABILITY

For purposes of clarity:

6.1. we will not be liable to you for any loss caused using our Website or our services or your liability to any third party arising from those subjects.

This includes:

6.1.1. any interruption, malfunction, downtime, off-line situation or other failure of the Website, system, databases or any components (digital or otherwise) of the Enlabeler system;

6.1.2. any loss or damage regarding your data or other data directly or indirectly caused by malfunction of the Website and/or any component of the Enlabeler services; and

6.1.3. any third-party systems whatsoever, power failures, unlawful access to or theft of data, computer viruses or destructive code on the Website and/or any third-party systems or programming defects.

7. INDEMNITY

7.1. You indemnify, defend and hold us (including our shareholders, directors and employees, in whose favour this constitutes a stipulation capable of acceptance in writing at any time), our affiliates and their employees and suppliers harmless from any and all third party claims, any, actions, suits, proceedings, penalties, judgments, disbursements, fines, costs, expenses, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind) and liabilities, including reasonable attorneys' fees, whether directly or indirectly arising out of, relating to, or resulting from the negligence, breach of these Browser Terms or violation of applicable law, rule, regulation by a party or its affiliates, or their respective owners, officers, directors, employees, or representatives.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. The content of these Browser Terms is governed by South African law, including the Website and our services and any interaction you may have with the Website or our services regardless of what country you are based in, or the country where you access the Website or the country where you receive or use our services.

8.2. If we ever have a dispute, then you agree that the dispute resolution provisions contained in our terms of service are read into these Browser Terms.

9. CONTACT INFORMATION

9.1. Please email us at info@enlabeler.com for any enquiries about our Website and/or the Enlabeler services.

10. DISCLOSURE IN TERMS OF SECTION 43 OF ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 25 OF 2002

10.1. <u>Website owner</u>: Enlabeler (Proprietary) Limited with registration number 2020/037/821/07.

10.2.   <u>Legal status:</u> Enlabeler is a limited liability private company incorporated in South Africa with physical address at 17a Woodlands Road Unit 13, Woodstock 7915, Cape Town at which address we accept legal documentation.

10.3.   <u>Description of our main business</u>: Enlabeler provides data organisation, labelling, transcription, classification, and annotation services as well as machine learning and dataset creation.

10.4.   <u>Email address</u>: info@enlabeler.com

10.5.   <u>Telephone</u>: +27 74 497 3893

10.6.   <u>Website address</u>: https://enlabeler.com/ .