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## CABOOBLE TERMS AND CONDITIONS

### PART A – SUMMARY OF TERMS AND CONDITIONS

Caboose is a service that enables customers to upload and store electronic copies of documents or files with Caboose. You can access these documents or files remotely using an internet connection and can set reminders and alerts to be sent to you electronically. Caboose also provides an online Authentication Service that provides evidence of your online individuality's authenticity whenever it is requested and provides a convenient service that allows customers 100% control over their personal online information and identity.

Caboose is only available to Caboose customers. You can access Caboose through Caboose Partners or the Caboose Mobile app, (iOS Android only – we will tell you when Caboose becomes available on other platforms) tablet or web browser device. Caboose only works with compatible devices or browsers we specify from time to time (visit [caboose.co.za](http://caboose.co.za) / [caboose.co.za](http://caboose.co.za) / Caboose IT for more information). You may need to change your browser if we change the versions we support. In addition to these specific [Caboose Terms](#) and conditions, other terms and conditions apply to your use of Caboose , including the Caboose [Privacy Policy](#), our Retail Customer Agreement and our Business Customer Agreement (each a 'customer agreement'), as applicable, or the Caboose mobile app terms and conditions, if that is how you access the service.

Upon completing registration with Caboose , you confirm that:

- You are at least 18 years old; or
- You are legally allowed to enter into binding contracts.
- Your use of the service is strictly personal and in no way accessed on behalf of another individual.
- Your information provided is accurate and does not misrepresent your identity or user information.
- In the event that you are a Minor you will required to be duly assisted by any parent or your Guardian.
- Should you be have been emancipated you are require to provide the relevant proof and upload such documents.

The responsibility for the use of your account and security details including your password and any other security detail is yours alone. All reasonable precautions to prevent unauthorised access to your account must be considered and strictly followed.

You must not upload anything to Caboose that contains any unlawful or inappropriate content or breaches the rights of another person (such as copyright or trade secrets). You are responsible for all documents or files you upload and confirm you own or have the necessary rights or permissions to submit them to Caboose.

We have no obligation to monitor your use of Cabooble but we may screen, reject or remove documents to comply with any law, regulation, code or other duty that applies to us, including where we feel that they breach these terms. We may also screen documents and files for viruses and inappropriate content before they are uploaded. If we find any inappropriate or illegal content, we may be required to report this to the appropriate authorities.

As you use Cabooble , we will store the documents or files you upload and information about your use of the service.

Cabooble holds the right to suspend an account and terminate your ability to use our services if you have not met the material requirements that comply with any stage of our service provision. However, before any action is taken to suspend or terminate a user account we will afford you an opportunity to submit additional personal representations why your account should not be terminated. It will be the sole discretion of Cabooble to suspend an account and terminate your ability to use our services.

We may share your information with other companies in the Cabooble Group and our suppliers, where necessary to provide the Cabooble service. We may also share your information with any third party you authorise us to, or to satisfy any law, regulation, code or other duty that applies to us, or to prevent, detect and prosecute fraud, money laundering and other crime or potentially unlawful conduct.

Please read the Cabooble Cloud [Privacy Policy](#) below for more details about how we store your information.

We are not liable for your use of Cabooble or if you are unable to access or use the service at any time. Cabooble is a backup service that enables you to save copies of your files or documents, however, you remain responsible for retaining originals of these. We may block or suspend your use of Cabooble at any time. In the event that Cabooble is linked to an Partners Online portal and will end if you no longer have access to these services – eg, if you close terminate your Online registration. If we make changes to Cabooble , we may ask you to accept new terms and conditions to continue viewing or uploading your documents. If you decide not to accept the changes or you close your account used to register for the service or end your Online membership, you must remove your documents immediately from Cabooble . We will normally retain these documents or files for a period of 60 days, in case you want to use Cabooble again, and may retain backup copies of them for up to 90 days in total. However, we may permanently delete your documents and files at any point after closing your Cabooble account. Where you have instructed a partner to upload documents relating to your relationship with us, such as statements, we may retain copies on our system even if you delete them from Cabooble .

We will not retain copies of your documents or files after you permanently delete them from your Cabooble profile.

You are responsible for and may be charged by your service provider for internet and data access when you use Cabooble . You are responsible for any internet and data access charges you incur. Visit [Cabooble.co.za/caboobleit](http://Cabooble.co.za/caboobleit) for more information (including limits and other restrictions that apply when using Cabooble ) and applicable terms and conditions. These can also be accessed via Cabooble .

## **PART B – ADDITIONAL CONDITIONS**

These additional terms and conditions relate to Cabooble and supplement and amend the general terms and conditions of your Customer Agreement with us (Cabooble) and our and Cabooble app terms and conditions. In the event of any inconsistency between these additional terms and conditions and the general terms and conditions of your Customer Agreement, these terms will apply in relation to the Cabooble service (the 'service').

### **1. INTRODUCTION**

- 1.1 The service enables customers to upload and store electronic copies of documents with Cabooble. As part of the service, we make available to you some electronic documents or information we hold for you, such as electronic statements, facility letters or annual summaries, for products you hold with us. You can request us to provide you with certain documents, such as policy documents or terms and conditions by uploading them to Cabooble. We may also send notices or other information about your relationship with us to Cabooble or arrange for third parties you authorise to upload your documents or files directly to Cabooble. We utilise a system that proves the connection between you and secure third-party providers' information systems. Our systems fulfil Know Your Customer (KYC) and Anti-Money Laundering (AML) identity guidelines.
- 1.2 Cabooble is available within Cabooble Online, mobile, tablet or web browser device. This means that terms and conditions of your Customer Agreement with us and our terms and conditions relating to Cabooble Partners and the Cabooble mobile app apply to operation of the service.
- 1.3 Words given specific meanings in those terms and conditions have the same meaning in these additional terms and conditions.
- 1.4 You can access your stored documents or files remotely using an internet connection, and can set reminders and alerts when you log into Cabooble or to be sent to you electronically.
- 1.5 You can access the Cabooble private messaging system to send confidential communication to your private group and a utilise the calendar using an internet connection, and can set reminders and alerts when you log into Cabooble or to be sent to you electronically. A private conversation in Cabooble Messenger is encrypted end-to-end, which means the messages are intended just for you and the other person—not anyone else, including us.

### **2. ACCESSING THE SERVICE**

- 2.1 Cabooble is only available to Cabooble customers. You can access Cabooble using Cabooble Partners or through Cabooble your mobile phone, tablet or web browser device. Cabooble only works with compatible devices or browsers we specify from time to time. You may need to change these if we change the versions we support.
- 2.2 By using the service through either Cabooble Partners or the Cabooble app, you consent to us accessing information about your device for the purpose of registration and authentication when using the service. You also consent to us using session cookies, which are needed for the service to work effectively and to access your device to enable upload of documents. Further details in relation to cookies can be found at [Cabooble.com/Cabooble.co.za](http://Cabooble.com/Cabooble.co.za)

### **3. USING CABOOBLE – THIRD-PARTY RIGHTS**

- 3.1.1 You can upload documents or files but you must not upload anything that contains any unlawful or inappropriate content or breaches the rights of another person. For example, you agree not to:
  - 3.1.2 Upload, share or save any documents or files that have malicious content, such as viruses, worms or trojans, or are intended to disrupt any hardware or software
  - 3.1.3 Upload, share or save any inappropriate, profane, pornographic, defamatory, obscene, indecent, sexually explicit or unlawful materials.
  - 3.1.4 Upload, share or save documents or files that contain images, photographs, software or other material protected by intellectual property laws, unless you own the intellectual property or have all necessary consents to use it.
  - 3.1.5 Upload, share or save any music or video files or documents that contain these.
  - 3.1.6 Use the service in any manner that infringes any copyright, trade mark, trade secret or other rights of another party.
  - 3.1.7 Falsify or delete any digital rights management information, such as author attributions, labels or trademarks from any document or file you upload
  - 3.1.8 Breach any guidelines we provide you for using the service.
  - 3.1.9 Upload, share or save any compressed or encrypted files or documents with password restrictions or embedded content as this may prevent us from scanning them in accordance with these terms.
  - 3.1.10 Upload any documents or files you know or suspect to be fake or fraudulent or contain fraudulent or false materials.
  - 3.1.11 Circumvent any rules, limits or restrictions we place on your use of the service.
- 3.2 Some files or documents may contain images, photographs, software or other material owned by someone else or protected by intellectual property laws. Uploading these files or documents without permission may breach rights of others and may constitute an offence.
- 3.3 By uploading any files or documents into Caboose , (including where you are doing this for a business) you confirm and warrant that you have permission, alternatively that you duly authorised to do so and that you will be responsible for and pay any losses, damages or costs we may incur as a result of any action taken against us for hosting your documents or files in Caboose . These costs may include claims for damages from third parties or costs incurred in connection with requests to take down any offending materials.
- 3.4 When using the service, you must not:
  - 3.4.1 Use it in any unlawful manner, for any unlawful purpose or in any manner inconsistent with the agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code into Caboose .
  - 3.4.2 Use it in a way that could damage, disable, overburden, impair or compromise it, Caboose ' systems or security or interfere with other users.
  - 3.4.3 Collect or harvest any information or data from the service or our systems, or attempt to decipher any transmissions to or from the servers running Caboose .
  - 3.4.4 Use it to send or direct any threatening message, commit any act of racial slur to any person or company.
  - 3.4.5 Bully or harass or create any content that appears to purposefully target a person with the intention of degrading or shaming them, or repeatedly contacting a person despite that person's clear desire and action to prevent contact.
  - 3.4.6 Direct any threats of harm to public and personal safety, credible threats of physical harm, specific threats of theft, vandalism, or other financial harm.
  - 3.4.7 Publish content that threatens or promotes sexual violence or exploitation, including solicitation of sexual material, any sexual content involving minors, threats to share intimate images, and offers of sexual services.

#### **4. STORAGE LIMITS AND FILE TYPES**

You can only upload files and documents that meet the specifications set out on the Cabooble website from time to time. Details of any storage caps that may apply to the package that you subscribe to are available on the Cabooble area of the website or in any acceptable use policy we publish on Cabooble from time to time.

#### **5. CABOOBLE DOCUMENTS**

We will use Cabooble to provide you some electronic documents or information we hold for you, such as electronic statements, facility letters, annual summaries, policy documents and terms and conditions for products you hold with us. We may also send notices or other information about your relationship with us to your profile at Cabooble. If you request us to provide you with certain information using Cabooble (such as letters or notices) you must ensure you log in regularly to view these.

#### **6. MONITORING THE SERVICE**

- 6.1 We may monitor your use of the service, including to comply with any law, regulation, code or other duty that applies to us. For example, we may, in certain circumstances, be required to retain and disclose information uploaded using the service or other communications data, such as location, traffic or user data.
- 6.2 Although you are responsible for all documents or files you upload using the service, we reserve the right to screen, remove or reject any files or documents if we feel that they breach these terms or the terms of any other agreement between us, including to comply with any law, regulation, code or other duty that applies to us. If we find any inappropriate or illegal content uploaded in breach of these terms and conditions, we may be required to report this to the appropriate authorities.

#### **7. DELETING YOUR FILES**

- 7.1 Cabooble allows you to save copies of your files or documents. However, you remain responsible for keeping the originals of these. You should ensure that you download copies of any documents or files you have stored in Cabooble before closing your Cabooble account.
- 7.2 We will not retain copies of your documents after you permanently delete them from your Cabooble.
- 7.3 You must download, remove or delete your documents or files if you stop having access to Cabooble – eg, when you close your Cabooble account used to register membership. You must also do this if we have changed Cabooble or our terms and conditions and you do not accept these changes. On closing your Cabooble account or ending your relationship with us, we will normally retain your documents or files for a period of 90 days (in case you want to reactivate the service) and may retain backup copies of them for up to 60 days, in total. However, we may permanently delete your documents and files at any point after closing your Cabooble account.
- 7.4 Subject to paragraph 7.5 below, any documents you permanently delete from Cabooble will not be available to you or anyone you have shared those documents with.
- 7.5 Where we upload documents relating to your relationship with us we may retain copies on our system even if you permanently delete them from Cabooble.

## **8. CHARGES**

- 8.1 Cabooble provides a free and also provides a paid for service your will be billed in accordance with the configuration your order;
- 8.2 We do not charge you for using the messaging and calendar service, but -
  - 8.2.1 Your service provider may charge you for internet and data usage;
  - 8.2.2 Your mobile network operator may charge you for SMS (or text) messages where you use Cabooble to set reminders and alerts to be sent to you via SMS.
- 8.3 Accessing Cabooble from a mobile device may cost more, in particular if you attempt to upload or download large documents/files on your mobile or use Cabooble when roaming. You must provide all equipment and connectivity necessary to access Cabooble, and you are responsible for any internet, data usage or SMS charges you incur in using the Cabooble service.
- 8.4 In the event of non-payment your access to your profile will be suspended.

## **9. USING INFORMATION ABOUT YOU**

The way in which we'll hold and use information about you for the purpose of delivering the service is described in the Cabooble [Privacy Policy](#).

## **10. LIMITATION OF LIABILITY**

10.1 You acknowledge that the transfer of documents, files and information across an open network such as the internet carries security, corruption and other risks. We are not liable for any losses or costs you incur as a result of any documents, files or information being corrupted, degraded or intercepted in transit prior to reaching our network.

10.2 We are not liable for any losses or costs you incur from:

- 10.2.1 Any failure or inability to access or use the service at any time;
- 10.2.2 If any files you upload become corrupted or are otherwise unavailable or deleted;
- 10.2.3 Use of or any reliance you place on the service or any information you receive in connection with it;
- 10.2.4 Our failing to monitor or screen documents or files;
- 10.2.5 Disclosure of information to a regulatory authority or law enforcement agency, including documents or files stored using the service, as described in the Cabooble Privacy Policy;
- 10.2.6 Our incorrectly classifying documents or files as fraudulent or genuine;
- 10.2.7 Acquiring or using a substitute service if you are unable to use the service.

10.3 We shall not be in breach of these terms and conditions nor liable for any delay in performing, or failure to perform, any obligations under these terms and conditions if such delay or failure arises from events, circumstances or causes beyond our reasonable control, abnormal or unforeseeable circumstances.

10.4 Nothing in these terms and conditions limits our liability for: death or personal injury arising from our negligence; fraudulent misrepresentation or misrepresentation as to a fundamental matter; or any other liability which cannot be excluded or limited by law.

10.5 Subject to this clause, our aggregate liability under these terms and conditions will not under any circumstances exceed the sum of R500.

## **11. SECURITY**

Because the service contains your personal and financial information, you must keep your device secure and close the service or log out of your Online device, tablet or any other web browser device if you are not using it. The conditions in your Customer Agreement or Caboose App terms and conditions relating to security apply to your use of the service.

## **12. CHANGES TO TERMS AND CONDITIONS**

12.1 We can change the terms and conditions at any time in accordance with the general conditions by contacting you electronically, for example, by sending you a message to your profile, email with details of the change or notifying you of a change when you next use Caboose . The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of Caboose . If you do not accept the new terms and conditions, you may be required to close your Caboose account and remove all your documents. If you are given an opportunity to close your Caboose account following the changes but continue using the service, we will take this as acceptance of the new terms.

12.2 From time to time we may update the Caboose service by introducing new features or functionality. Depending on the update you may not be able to use Caboose unless you have downloaded the latest version of the service and accepted any new terms.

## **13. TERMINATION OF THE SERVICE**

13.1 The relationship governed by these terms and your use of the service will end automatically if your Caboose account used to register for the service is closed or you otherwise cease to be our customer.

13.2 You can end your use of the service at any time or by terminating your Online, mobile, tablet or web browser device membership or closing your Caboose account used to register for the service.

13.3 We can block or suspend your use of the service or end our relationship with you in accordance with our Customer Agreement.

13.4 If you or we end the relationship governed by these terms, we will permanently delete your documents and information, in accordance with paragraph 7 above. You will be responsible for downloading or transferring all your documents or files before we delete them.

## **14. Intellectual Property Rights**

All information included in the service is copyright protected patented and/or trademarked by law. This includes the “look and feel” (i.e. graphics, text, logos, icons and fonts), images and photographs, notices, editorial content, software and any other elements of the Website. We grant you the right to view and use the Service and/or the Website subject to these terms.

You are entitled to download or print a copy of this information for your personal, non-commercial or internal use only. Any form of reproduction (both electronic and physical) distribution or reprint is prohibited without prior written consent.

## **15. Governing Law**

This Agreement and all matters or disputes arising here from or incidental hereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

## **16. General**

You may not cede, assign or otherwise transfer your rights and obligations in terms of this Agreement to any third party.

Any failure on the part of you or us to enforce any right in terms of this Agreement shall not constitute a waiver of that right.

If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

No indulgence, extension of time, relaxation or latitude which any party may show, grant or allow to the other party shall constitute a waiver by that party of any of its rights and it shall not thereby be prejudiced or stopped from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

These terms and conditions contain the whole agreement between you and us, and no other warranty or undertaking is valid, between the parties, unless contained in this document.

AttorneyWize (PTY) LTD (Reg. No. 2015/141442/07) t/a Cabooble is registered in South Africa.

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