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## NappySac (Pty) Ltd - Website Terms of Use

[Last updated: 11 November 2025]

These NappySac (Pty) Ltd (Registration nr.: 2025/810126/07) Website Terms of Use, together with any terms expressly incorporated herein by reference ("**Terms**"), apply to your access to and use of the website located at [www.nappysac.com](http://www.nappysac.com) (excluding any products or services accessible through this site ("**Website**"). These Terms are entered into by and between you ("**you**" or "**your**") and NappySac (Pty) Ltd ("**NappySac**", "**we**", "**us**" or "**our**").

These Terms do not govern the use of our software-as-a-service products and/or hosted applications, or other related services (collectively, "**Services**"). If you are accessing or using the Services – including through a free trial – your use is subject to our End User License Agreement ("**EULA**"), or any other written agreement separately entered into between you and us. We may also provide different or additional terms in relation to some of our other products and services. Those different or additional terms become part of your agreement with us if you use those products and services. In the event of a conflict between these Terms and the additional terms specific to our products or services, the additional terms will govern for that conflict.

### 1) Acceptance of Terms

By using our Website, you agree to be bound by these Terms. If you do not agree to these Terms, we kindly ask you to refrain from using our website. We provide the information, products, and services on the Website to you, conditioned upon your acceptance, without modification, of the Terms contained herein. Your use of the Website constitutes your agreement to these Terms.

By using our Website, you represent to us that you are legally capable of entering into contracts (e.g., you are not a minor). If you are accepting these Terms on behalf of an entity, such as your employer or a company you represent, you affirm that you have the authority to bind that entity to these Terms. In such cases, "**you**" as used in these Terms refers to both you as an individual and the entity you represent. NappySac and you are collectively referred to as the "**Parties**," and each is individually referred to as a "**Party**." We may update these Terms from time to time.



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The “Last Updated” date above indicates when these Terms were last revised. If we make changes, we will notify you by sending an email, providing a notice through our Website, or updating the date at the top of these Terms. Unless stated otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Website after such notice constitutes your acceptance of the updated Terms. If you do not agree to the amended Terms, you must please stop using our Website.

If you have a registered account on the Website (“**User Account**”), we may also notify you of changes by either displaying the changes when you log in to the Website or by sending the changes to the email address associated with your User Account. By continuing to use or accessing the Website after the updated Terms are posted or, if applicable, by not terminating your User Account within seven (7) days after receiving notice of the changes, you agree to be bound by the revised Terms.

We reserve the right to modify, suspend, or discontinue, temporarily or permanently, the Website or any service (or any part thereof) at any time. We shall not be liable to you or any third party for any such modification, suspension, or discontinuance, except as expressly provided in these Terms.

## 2) Privacy

You may provide certain information to us in connection with your access to or use of our Website, or we may collect certain information about you during your access to or use of the Website. You agree that any information you provide, including but not limited to information submitted during registration or through interactive features on the Website, is governed by our Privacy Policy. By using our Website, you consent to our collection, use, and handling of your information as outlined in the Privacy Policy.

## 3) NappySac Content and User Content

Our Website contains HTML, applications, messages, text, files, images, photos, videos, sounds, profiles, works of authorship, data, and other content (collectively, “**Content**”) owned by us or our licensors (“**NappySac Content**”). The Website, including all NappySac Content, is protected by copyright, trademark, trade secret, and other intellectual



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property laws. As between you and NappySac, NappySac owns and retains all rights, title, and interest in the Website and NappySac Content.

We grant you a limited, revocable, non-sublicensable license to access, display, and perform NappySac Content (excluding any computer code) solely for your personal, non-commercial use and only as necessary to access and use our Website. Except as expressly permitted by us in these Terms or as otherwise indicated on the Website, you are prohibited from copying, downloading, streaming, capturing, reproducing, duplicating, archiving, uploading, modifying, translating, creating derivative works of, publishing, broadcasting, transmitting, retransmitting, distributing, performing, displaying, selling, or otherwise using or transferring any NappySac Content.

You may not, directly or indirectly, through any device, software, online resource, or other means, remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices on NappySac Content, nor may you circumvent any digital rights management mechanisms, devices, or other content protection or access control measures associated with NappySac Content.

Further to the above, by posting, displaying, publishing, or making available for download or use any Content (collectively, “**User Content**”) on the Website (other than personal information that is governed by the Privacy Policy), you hereby grant us a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) license to perform, display, reproduce, prepare derivative works from, distribute, sell, sublicense, transfer, and otherwise use, without restriction, all or any part of such User Content.

You are solely responsible for your User Content, and you specifically represent that you control or own the rights in association with the User Content and that you have the right to grant the above-mentioned license to us and our affiliates and/or service providers, including the respective licensees, successors, and assigns, and you represent that all of your User Content complies with these Terms.

You further understand and acknowledge your responsibility towards your User Content, including its legality, reliability, accuracy, and appropriateness. You acknowledge and understand that you may not create, post, store, or share any User Content that:



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- Is non-confidential and for which you lack the necessary rights to share;
- Is illegal, defamatory, insulting, offensive, obscene, sexually explicit, inappropriate, suggestive, harassing, threatening, violates privacy or publicity rights, or is abusive, inflammatory, or deceptive;
- Could lead to, incite, or offer guidance for committing a criminal act, infringe on the rights of others, or otherwise result in liability or breach any local, state, national, or international law;
- May violate any intellectual property rights, including patents, trademarks, trade secrets, copyrights, or other proprietary rights of any individual or entity;
- Includes statements, comments, or claims that do not honestly represent your views or experiences;
- Pretends to be someone else or misrepresents your relationship or affiliation with any person or organisation;
- Contains unsolicited advertisements, political content, promotional material, or solicitation requests;
- Shares private or personal details of another individual without their consent;
- Includes harmful content, such as viruses, corrupted data, or other damaging, disruptive, or destructive files; and
- Is, in our sole discretion, objectionable or prevent others from using or enjoying our Website, or could potentially harm us or others, or expose any party to liability in any form.

We are not responsible or liable to you, or any third party, for the content or accuracy of any User Content posted by you or any other user of our Website.

We cannot review all User Content before it is posted on the Website and cannot ensure prompt removal of objectionable User Content after it has been posted. Accordingly, we assume no liability for any action or inaction regarding the transmission or communication of User Content or any other content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.



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#### **4) Proprietary Rights, Trademarks and Licenses**

The Website, including all its contents, features, and functionality (such as the Content and NappySac Content, excluding User Content), and all associated intellectual property rights, are owned by us or our licensors and are protected by South African, U.S. and international laws. Unless expressly stated otherwise in these Terms, all rights to the Website are reserved by us or our licensors. Provided you comply with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Website. Any use of the Website not specifically permitted by these Terms, without our prior written consent, is prohibited, terminates the license granted, and infringes upon our intellectual property rights.

"NappySac (Pty) Ltd", "NappySac" as well as our logos, product or service names, slogans, and the overall design and appearance of our Website, are owned by us and cannot be copied, replicated, or used, in whole or in part, without obtaining our prior written consent. More specifically all Content and NappySac Content on the Website and Social Media Platforms are protected by copyright, trade dress, trademark, unfair competition, and other applicable laws, and may not be copied or imitated in full or in part. No logo, graphic, sound, or image from the Website or Social Media Platforms may be copied, retransmitted, or used unless explicitly authorised in writing by us.

All other trademarks, registered trademarks, product names, and company logos or names that appear or are referenced on our Website belong to their respective owners. Mentioning any products, services, processes, or other information by their trade name, trademark, manufacturer, or supplier does not imply our endorsement, sponsorship, or recommendation.

#### **5) Copyright Complaints**

If you believe that any material residing on or linked from the Website infringes your copyright, you (or your agent) may submit a notification of claimed infringement to [jaco@jpventer.com](mailto:jaco@jpventer.com). Your notification must include all of the following information:



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- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing and information reasonably sufficient to allow us to locate the material on the Website (e.g., URL(s) of the claimed infringing material);
- Information reasonably sufficient to allow us to contact you, such as your address, telephone number, and, if available, an email address;
- A statement such as: “I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorised by the copyright owner, its agent, or the law”;
- A statement such as: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorised to act on behalf of the owner of an exclusive right that is allegedly infringed”; and
- Your physical or electronic signature.

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification at [jaco@jpventer.com](mailto:jaco@jpventer.com).

We reserve the right to terminate access to the Website or User Accounts for users who are repeat infringers or are suspected of repeated copyright violations.

## 6) Third-Party Content and External Links

Our Website may provide, or third parties may make available, links to other websites, applications, resources, advertisements, content, or other products and services created, hosted, or offered by third parties (“**Third-Party Services**”). These third parties may, in turn, rely on additional third parties to provide components of the Third-Party Services, such as technology, development, or payment services. When you access or use any Third-Party Service, you are engaging with the applicable third party, not with NappySac, and you do so at your own risk.

We make no representations or warranties, express or implied, regarding the Third-Party Services or their providers, including but not limited to the accuracy, completeness, or



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reliability of information provided by such Third-Party Services or the privacy practices of any third party. The inclusion of any Third-Party Service or link on the Website does not constitute an endorsement, approval, or recommendation by us.

We are not responsible or liable for the content, actions, or practices of any Third-Party Service or provider, even if such Third-Party Service links to, or is linked from, the Website. You acknowledge and agree that your use of Third-Party Services is governed by the terms and policies of the respective third-party provider, and not by these Terms.

## **7) User Registration and Security**

You may be required to register with us in order to access certain areas of the Website and/or certain services. Your submission of registration information and other personal data through the Website is governed by our Privacy Policy, which is hereby incorporated into these Terms by reference. By accepting these Terms, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

When registering, you must provide true, accurate, current, and complete information on the registration form, and maintain and promptly update such registration information to ensure its accuracy and completeness. If we have reasonable grounds to suspect that your information is untrue, inaccurate, outdated, or incomplete, we may suspend or terminate your User Account and restrict your access to the Website (or any portion thereof).

You may not use a username or email address that is already in use by another person, that impersonates another person, that belongs to someone else, that infringes on any intellectual property or other rights, that is offensive, or that we reject for any other reason at our sole discretion. Your username and password are for your personal use only and must not be shared with or transferred to any other person.

You are responsible for maintaining the confidentiality of your password and for all activities conducted under your User Account. You agree not to lend, transfer, or otherwise share your use of or access to the Website with any third party. You also agree to notify us immediately of any unauthorised use of your User Account or any other breach of security related to your account. Additionally, you agree to log out of your account at the end of each session, if applicable.



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We are not responsible for any loss or damage resulting from your failure to comply with this section, including, but not limited to, losses or damages arising from your failure to notify us promptly of unauthorised use of your account or security breaches, and your failure to log out of your account at the end of each session.

## **8) Purchases**

If you wish to purchase our products and services or make donations, we may provide links on the Website to a web store, online payment platform or e-commerce platform for your convenience. Please note that such platforms may be operated or managed by a third party, and it may be subject to that third party's website terms and privacy policy. We recommend that you review these third-party terms and policies before making any purchases or donations. These Terms do not apply to, and we are not responsible or liable for, your interaction with any third-party managed web store or e-commerce platform.

## **9) Rules and Prohibited Conduct**

While using our Website, you must comply with all relevant laws, rules, and regulations. Additionally, we expect you to respect the rights and dignity of others. Your access to the Website is contingent upon your adherence to the conduct rules outlined in this section. Failure to comply may result in termination of your access to the Website and or User Account. As such, you agree that you will not:

- Post, transmit, or make available through the Website anything that is threatening, harassing, degrading, hateful, defamatory, fraudulent or unlawful, obscene, indecent, objectionable, and/or is protected by copyright, trademark, or other proprietary rights without the owner's express consent;
- Upload or share any material that could lead to criminal or civil liability or encourages illegal activities;
- Distribute any harmful software, such as viruses, worms, or Trojan horses, or any code or program intended to damage or take control of any computer systems;
- Post unsolicited or unauthorised advertisements, promotional content, spam, chain letters, pyramid schemes, phishing attempts, or any other form of solicitation;



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- Use the Website for fraudulent or unlawful purposes;
- Collect personal data or identifiable information from other users, including as defined under data protection laws such as GDPR or CCPA;
- Impersonate any individual or entity, including NappySac representatives, misrepresent your association with any party, or falsely imply our endorsement of your statements;
- Disrupt or interfere with the functioning of the Website, including the security or integrity of the servers or networks supporting it;
- Restrict or prevent others from using the Website, including by hacking, defacing, or harassing others;
- Use the Website for commercial purposes such as selling or offering goods or services without prior written consent from us;
- Reproduce, duplicate, copy, sell, resell, or exploit any part of the Website, its content, software, or materials for commercial gain;
- Modify, reverse-engineer, decompile, or disassemble any portion of the Website or its content unless expressly allowed by applicable law;
- Remove any legal notices, such as copyright or trademark information, from the Website or its Content;
- Frame or mirror any portion of the Website without our prior written consent;
- Create a database by systematically downloading and storing content from the Website; and
- Use automated tools like robots, spiders, or scraping applications to access, index, or bypass the navigational structure of the Website without our prior written consent.

## **10) Monitoring, Modification and Termination**

These Terms may be updated from time to time. The "Last Updated" date at the top of these Terms reflects the most recent revision. Any changes to the Terms will take effect once the updated version is posted on this page. We will also communicate any material change to these Terms.

We reserve the right to:



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- Remove or decline to post any User Content and/or User Accounts at our sole discretion, for any reason or no reason at all;
- Take any action we deem necessary or appropriate regarding any User Content and User Account, including if we believe the content or account violates these Terms, infringes the intellectual property or other rights of any individual or entity, threatens the safety of our Website users or the public, or could expose us to liability;
- Share your identity or other details with any third party who claims that your User Content and/or User Account infringes on their rights, including intellectual property or privacy rights;
- Pursue legal action, including referring matters to law enforcement, for any illegal or unauthorised use of the Website; and
- Suspend or terminate your access to the Website or User Account, in whole or in part, for any or no reason, including, but not limited to, violations of these Terms.

Furthermore, we have the right to cooperate fully with law enforcement or court orders requesting the disclosure of the identity or other information of anyone posting content on the Website. You agree to waive and hold harmless NappySac, its affiliates, licensees, and service providers from any claims arising out of actions taken by these parties during or as a result of their investigations, or any subsequent actions taken by law enforcement.

## 11) Website Location and Restrictions

We operate the Website from our registered office in South Africa. If you access the Website from other regions, you are responsible for ensuring compliance with the local laws that apply. NappySac does not guarantee that the products and services mentioned on this Website are suitable or available in all countries.

## 12) Indemnification

To the maximum extent allowed by applicable law, you agree to indemnify, defend, and hold harmless NappySac and its officers, directors, agents, partners, and employees (collectively, "**NappySac Affiliates**") from any third-party claims, actions, suits, or demands ("**Claims**") that arise from or relate to your use of or access to the Website, your User Content, your breach of these Terms, your violation, misuse, or infringement of any



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third-party rights (including intellectual property and privacy rights), or your actions in connection with the Website.

You agree to immediately notify NappySac Affiliates of any such Claims, cooperate with them in defending against those Claims, and cover all costs, fees, and expenses related to defending those Claims (including attorneys' fees). Additionally, you acknowledge that the NappySac Affiliates will have sole discretion over the defence or settlement of any third-party Claims. This indemnity is supplementary to, and does not replace, any other indemnities outlined in any written agreement between you and NappySac or other NappySac Affiliates.

### **13) Limitation of Liability**

To the maximum extent allowed by applicable law, under no circumstances shall NappySac, its affiliates, or their employees, contractors, agents, officers, or directors be held liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including but not limited to damages for business interruption, loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with the Website. These limitations and exclusions apply regardless of whether the claim is based on contract, tort, negligence, strict liability, or any other legal theory, even if you have been advised of the possibility of such damages.

### **14) Disclaimers**

Your use of the Website is solely at your own risk. The Website, along with any content, information, products, or services made available on or through it, is provided "as is" and "as available," without any warranty of any kind. NappySac and/or its suppliers and licensors disclaim all warranties and conditions related to the Website or any information, content, products, or services contained therein, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In particular, NappySac does not guarantee that the Website will satisfy your needs, or that your access to the Website will be uninterrupted, timely, secure, or error-free, or the quality of any content, products, services, information, or that other materials obtained through the Website will meet your expectations, or that any software errors will be corrected. The Website, products,



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services, information, content, software, documents, and related graphics on this site may contain technical inaccuracies, errors, or omissions. The disclaimers of warranties and limitations of liability apply to any damages or injuries arising from performance failure, error, omission, interruption, deletion, defect, delay, computer virus, communication failure, theft, destruction, or unauthorised access to, alteration, or use of any asset, whether caused by breach of contract, tort, negligence, or any other legal theory.

### **15) Release**

To the fullest extent allowed by applicable law, you hereby release NappySac and the other NappySac Affiliates from any responsibility, liability, claims, demands, or damages (both actual and consequential) of all types and kinds, whether known or unknown (including, but not limited to, claims of negligence), that arise from or are related to disputes between users or the actions or omissions of third parties. If you are a consumer residing in California, you also waive your rights under California Civil Code § 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favour at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

### **16) Force Majeure**

Neither NappySac, nor its affiliates, subsidiaries, officers, directors, employees, agents, partners, or licensors, will be held liable for any delay or failure to fulfil any obligation under these Terms, if the delay or failure is caused by circumstances beyond their reasonable control. These circumstances include, but are not limited to, natural disasters, epidemics, labour disputes or industrial disruptions, utility failures (such as electricity or telecommunications), earthquakes, storms, blockades, embargoes, riots, government actions or orders, acts of terrorism, or war.

### **17) Governing Law**

This Agreement and these Terms shall be governed by and construed in accordance with the internal laws of the Republic of South Africa.



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## **18) Employment Opportunities**

From time to time, we may post job openings on the Website and/or invite users to submit resumes. By choosing to submit your name, contact details, resume, and/or other personal information to us in response to these listings, you grant us permission to use this information for lawful and legitimate hiring, employment, and business purposes. We also reserve the right, at our own discretion, to share this information with our affiliates for their legitimate business purposes. Nothing in these Terms or on the Website guarantees that we will review, contact, interview, or hire any individual who submits such information.

## **19) Communication and Notices**

If you have any general inquiries, comments, or complaints about the Website, please send an email to [jaco@jpventer.com](mailto:jaco@jpventer.com).

Formal notices to NappySac under these Terms (including reports of any violations by users) will only be considered valid if submitted in writing and delivered either in person, via a major commercial courier service, or by certified or registered mail with return receipt requested, to: NappySac (Pty) Ltd, Attention: Admin Department, Unit 21, 365 Brooklyn Road, Brooklyn, Pretoria with a copy sent to [jaco@jpventer.com](mailto:jaco@jpventer.com).

We may send notices to you by posting on the Website, email, or regular mail, at our discretion. You agree that a printed version of these Terms and any notices provided electronically will be admissible in judicial or administrative proceedings in the same manner and under the same conditions as other business documents originally created and maintained in printed form.

## **20) Miscellaneous**

If any provision or part of a provision in these Terms is found to be illegal, invalid, or unenforceable, that provision or part will be considered separate from the rest of these Terms, and its invalidity will not impact the enforceability of the remaining provisions.



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Our failure to exercise or enforce any right or provision of these Terms does not waive that right or provision. Furthermore, our waiver of any condition, term or provision of these Terms shall not be construed as a waiver of any other condition, term or provision.

These Terms represent the complete and exclusive agreement between you and us regarding the subject matter and replace all prior agreements, representations, discussions, and understandings related to this subject.

The section titles in these Terms are for convenience only and do not hold any legal or contractual significance. Unless stated otherwise, these Terms are intended solely for the benefit of the parties and do not grant third-party beneficiary rights to any other individuals or entities.

These Terms are not intended to, and should not be interpreted as, establishing any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and us. You are not permitted to assign, transfer, or sublicense any of your rights or responsibilities under these Terms without obtaining prior written consent from us.