

Terms of Use ("Terms")

1. GENERAL

1.1. These Terms govern your use of the mobile application ("**App**") and website located at www.mirathi.co ("**Website**") (the App and the Website collectively, the "**Platform**") owned and operated by Mirathi Estate Advisory Proprietary Limited, a company incorporated in terms of the laws of the Republic of South Africa, with registration number 2025/621503/07, together with its successors-in-title and all subsidiaries, affiliates and assigns ("**Mirathi**" or "**we**" or "**us**"). Your use of the Platform is subject to your acceptance without modification of the terms, conditions, and notices contained in these Terms and Mirathi's privacy policy located on the Website, which explains how we process your personal information ("**Privacy Policy**"), which forms part of these Terms. By using the Platform, you agree to these Terms and to comply with all rules, terms, conditions, restrictions and notices contained in these Terms.

IMPORTANT PROVISIONS IN THESE TERMS

1.2. **These Terms contain provisions which limit our exposure to legal liability and make you responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement to these Terms and are highlighted for your attention under these Terms. Important clauses, which may limit our responsibility or involve some risk for you are reflected in italics and are underlined. You must pay special attention to these clauses.**

1.3. **Nothing in these Terms is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created in terms of the Consumer Protection Act, 2008, to the extent that such legislation is applicable.**

1.4. **The Platform is made available to you for a limited purpose and it is therefore important that you familiarise yourself with these Terms before you access the Platform (or any part thereof) and that you not do not click the "I accept" button or use the Platform if you do not agree to abide by those Terms.**

1.5. **These Terms form an agreement between you and us, so please make sure that you understand all of terms and conditions set out below.**

2. DEFINITIONS

2.1. These Terms may contain a number of terms and phrases which have a specific meaning in this document. In these Terms, headings are for convenience and shall not be used in its interpretation.

2.2. Unless we indicate to the contrary in these Terms, any references to any gender includes the other genders, a natural person includes an artificial person and *vice versa*, the singular includes the plural and *vice versa*.

2.3. The following expressions shall bear the meanings assigned to them below and related expressions shall bear similar meanings –

2.3.1. "**App Store**" means a mobile application store from which you can download the App;

2.3.2. "**Client**" means a client registered on the Platform;

2.3.3. "**Content**" means all materials, including without limitation, graphics, images, audio material, video material, audio-visual material published on, processed by, or transmitted via, the Platform;

2.3.4. "**Subscription Fee**" means the subscription fee chargeable by Mirathi to the Client for the Client's use of the Platform and access to the Platform Services available through the Platform;

2.3.5. "**Subscription Plan**" means the subscription options available to Clients to use the Platform Services;

2.3.6. "**Users/you/your**" means, unless otherwise stated, the person reading this document including Clients and/or Third Parties, as the case may be.

3. YOUR AGREEMENT TO THESE TERMS

3.1. These Terms apply to the Platform, and Platform Services made available by Mirathi via the Platform.

3.2. *By registering to use the Platform and accessing the Platform, you agree and acknowledge that you have read all of the terms and conditions of these Terms, you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms.*

3.3. You agree that you will only use the Platform in accordance with these Terms and any additional terms as mentioned below that may apply, including any terms and conditions incorporated by reference and any applicable laws, rules and regulations.

4. PROFILE REGISTRATION

4.1. In order to access and use the Platform Services, you are required to register a profile as a Client ("**Profile**"). **If you are 18 years or older**, you may register a Profile in terms of which you will be required to provide certain personal information which will be held and used in accordance with any consent obtained from you and the terms of our Privacy Policy.

4.2. By making an application to register a Profile on the Platform ("**Application**"), you agree to: (i) provide accurate and current information about yourself as required by Mirathi and (ii) promptly update your information to ensure that it is accurate and current.

4.3. *By registering a Profile, you represent and warrant that you have the legal capacity or necessary consent to enter into a binding contract with Mirathi.*

4.4. Should your Profile be successful, you will be given a Profile, a username and default password to access the Platform, which shall be solely for your use and you are to keep these details strictly confidential at all times. Your username and password ("**Registration Details**") are for your sole, personal use. You may not allow other persons to use your Registration Details, and you may not transfer your Profile to any other person or entity. You are responsible for logging out if your computer or mobile device is accessible to others as a means to prevent unauthorised access.

4.5. You are responsible for safeguarding the Registration Details you use to access the Platform and agree to be fully responsible for activities or transactions that relate to your Profile or Registration Details. You must notify Mirathi immediately if you learn of an unauthorised use of your Profile or Registration Details.

5. PLATFORM SERVICES

5.1. Depending on your selected Subscription Plan, Mirathi provides the following Platform Services to Clients, *inter alia* –

5.1.1. Clients are able to browse through estate documents and transact in accordance with their personal needs;

5.1.2. Clients are able to maintain estate documents and transact in accordance with their lifestyle changes;

5.1.3. Clients are able to store estate documents and transact online;

5.1.4. Clients are able to give access to specified individuals to manage estate documents and manage estate transactions, post death.

5.2. Mirathi grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the Platform and Platform Services, subject to these Terms.

5.3. We reserve the right to replace, change or discontinue any of the Platform Services on reasonable notice to you and may also offer additional functionality and options as part of the Platform Services from time to time.

6. GENERALLY ACCEPTABLE USE OF THE PLATFORM

6.1. Access to the Platform is permitted only in accordance with these Terms. *We reserve the right to suspend or terminate your access to and use of the Platform, or any part thereof, without notice, upon any breach of these Terms which is brought to our attention.*

6.2. You agree to –

6.2.1. treat other Clients courteously and lawfully;

6.2.2. provide a safe and appropriate environment for other Clients that is in compliance with all applicable laws and regulations, and

6.3. You shall not use the Platform to do any of the following –

6.3.1. upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of the Platform or another's computer;

6.3.2. upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party;

6.3.3. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other Clients;

6.3.4. post a review or rating unless such review or rating contains your independent, honest, genuine opinion;

6.3.5. use the Platform, or Platform Services for any purpose or in any manner that is in violation of national, or international law;

6.3.6. publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, threatening or unlawful topics, names, materials or information, or any materials, information or Content that involve the sale of counterfeit or stolen items;

6.3.7. conduct or forward surveys, contests, pyramid schemes, or chain letters;

6.3.8. impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your Profile;

6.3.9. post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited;

6.3.10. restrict or inhibit any other Client from using and enjoying the Platform;

6.3.11. imply or state that any statements you make are endorsed by us, without our prior written consent;

6.3.12. reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Platform, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Platform in any manner, or attempt to do any of the foregoing;

6.3.13. remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us;

6.3.14. upload Content that is offensive and/or harmful, including, but not limited to, Content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;

6.3.15. upload Content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18, in an abusive, violent or sexual manner;

6.3.16. register to use the Platform under different usernames or identities, after your Profile has been suspended or terminated; and

6.3.17. mirror or archive any part of the Platform or any Content or material contained on the Platform without our written permission.

7. PAYMENT OF SUBSCRIPTION FEES

7.1. By selecting a Subscription Plan, and in consideration for the relevant Platform Services, you agree to pay Mirathi the monthly or annual Subscription Fee (as the case may be) indicated on the Platform from time to time.

7.2. Payment of the Subscription Fee will be charged on or before the subscription start date, being the date on which your Subscription Plan for the Platform Services becomes effective, and will cover the use of the Platform Services for a monthly or annual period as subscribed for, in accordance with the terms of your chosen Subscription Plan.

7.3. If you instruct Mirathi to do so, Mirathi or its authorised agent may withdraw from your specified bank account all amounts payable by you to Mirathi in terms of your subscription, on the first day of each calendar month, until your subscription is cancelled by you on written notice to Mirathi.

7.4. Payment may be made via VISA, or MasterCard Cards.

7.5. Card transactions are processed on Mirathi 's behalf by a secure third party payment gateway.

7.6. Subscription Fees are not refundable (except where in instances where we specifically say they are in these Terms) and are paid in advance of using the Platform Services. You hereby authorise Mirathi to charge your account for such amounts according to your Subscription Plan.

7.7. If for any reason Mirathi fails to receive your payment on the due date therefor, including any failure or delay in third party payment processing, you will not be permitted to access and/or use the Platform Services until the overdue amount has been paid to Mirathi. Mirathi is not liable to you for any loss, damage, cost or claim which you suffer as a consequence of the deletion of your advertisement/s from the App and/or your inability to access and/or use the Platform due to non-payment. Mirathi will restore your access to the App on receipt of the full amount outstanding. You must thereafter re-post any deleted advertisements.

7.8. On receipt of your payment, Mirathi will send you a digital payment confirmation.

7.9. Mirathi reserves the right to change the payment terms and Subscription Fees and/or any other fees payable in relation your usage of the Platform Services by publishing the new Subscription Fees on the Platform at least 30 days' prior to the new price taking effect. You will be allowed to cancel these Terms in the event that you do not accept such changes made by Mirathi to the Subscription Fees and payment terms, by written notice to Mirathi to be given within the 30 (thirty) day period following the publication of the notice of increase. In such a case, you must immediately stop using the Platform Services. If you do not notify us of your intention to cancel these Terms within the 30

(thirty) day period, we can assume that you have accepted the amended Subscription Fees and payment terms.

8. WE MAY MONITOR YOUR COMMUNICATIONS

Subject to the provisions of the Regulation of Interception of Communications and Provision of communication-related Information Act of 2002 ("**RICA**"), you agree to permit us to intercept, block, filter, read, delete, disclose and use all communications you send or post to using the Platform. You also agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the Electronic Communications and Transactions Act of 2002 and in RICA.

9. THIRD PARTY TELECOMMUNICATIONS

9.1. You acknowledge that (i) Mirathi will not be responsible for any mobile operator or service provider's network and/or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting your access to the Platform Services; and (ii) your mobile device network operator (cellphone service provider) or internet service provider may charge you for accessing and using the Platform Services via a mobile network or Wi-Fi connection, and that you are solely responsible for such charges.

9.2. You acknowledge that the App and Platform Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment (hardware) malfunctions, (b) software malfunctions, (c) periodic maintenance procedures or repairs which Mirathi and/or its third party service providers may undertake from time to time, or (d) causes beyond the reasonable control of Mirathi and/or its third party service providers which causes are not reasonably foreseeable by Mirathi and/or its third party service providers.

10. DATA PROTECTION

10.1. Your right to privacy and security is very important to us Mirathi will adhere to the Privacy Policy **available on the Website** to ensure that your personal information which is obtained through the use of the Platform is kept private and confidential.

11. TERM AND TERMINATION

11.1. Term

These Terms shall continue in full force and effect until such time as it is terminated by you or by us.

11.2 Suspension and Termination by Mirathi.

11.2.1 We may suspend your right to use the Platform at any time in the event that we believe that you have breached these Terms or any policy posted on the Platform, or if we otherwise find that you have engaged in inappropriate and/or offensive behaviour (collectively, "**Prohibited Conduct**").

11.2.2 If you breach these Terms, we will provide you with written notice, to the physical or email address you provided to us during registration, of your breach and a period of 5 days to remedy your breach. If you do not remedy your breach within the 5 days after we have asked you to, we may terminate these Terms and your Subscription Plan immediately on written notice to the physical or email address you provided to us during registration.

11.2.3 In addition to suspending and/or terminating your registration as a Client, we reserve the right to take appropriate legal action, including without limitation pursuing civil and/or criminal recourse. When terminating your registration, Mirathi may delete your profile and all the information if –

11.2.3.1 you make false statements or representations relating to obligations arising from these Terms;

11.2.3.2. building up a history of poor performance or poor customer reviews;

11.2.3.3. falsifying any documents or records relating to obligations arising from these Terms; and

11.2.3.4. being under investigation by any government agency for alleged criminal activities or misconduct.

11.2.4. *If we terminate your Subscription Plan and these Terms in accordance with clauses 21.2.2 or 21.2.3, we will not refund any of the Subscription Fees already paid and all outstanding amount owed by you shall become immediately due and payable.*

11.2.5. Mirathi may also terminate these Terms: (i) immediately on written notice to you at the physical or email address you provided to us during registration if we are required to for legal reasons; or (ii) by giving 30 days' prior written notice to you at the physical or email address you provided to us during registration. In the event of termination by us pursuant to this clause 21.2.5, we will refund you the unused portion of any Subscription Fees paid in advance as at the date of termination.

11.3. Termination by You.

You may cancel these Terms by giving us 30 (thirty) days' prior written notice to the

address set out in clause 28, provided that where you terminate these Terms in accordance with this clause 21.3, you will be liable for immediate payment of all outstanding Subscription Fees and shall not be entitled to any refund of Subscription Fees already paid.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Mirathi is the owner of the Platform and so it retains all right, title and interest in and to the Platform and all related documentation and proprietary products, whether used to provide, or as are developed or created as part of, the Platform Services.

12.2. You agree that you will not copy, reproduce, distribute, or create derivative works from this Content or reverse-engineer any part of the Platform Services and the Platform.

12.3. The license granted to you in terms of clause 5 above is subject to the following restrictions which you agree to: Except as expressly permitted by these Terms, you agree not to, nor will you allow any third party (whether or not for your benefit) to:

12.3.1. run, rent, lease, loan, or sell access to the Platform or Platform Services;

12.3.2. decompile or reverse engineer or attempt to access the source code of the software underlying the Platform or Platform Services;

12.3.3. copy, archive, store, reproduce, rearrange, modify, adapt, download, upload, create derivative works from, display, perform, publish, distribute, redistribute or disseminate any Mirathi intellectual property;

12.3.4. use the Platform to build products or services using similar ideas, features, functions, interface or Content made available through the Platform;

12.3.5. use any aspect of the Platform by any means other than as permitted in these Terms;

12.3.6. circumvent, disable or otherwise interfere with the Platform's security related features or any other features that prevent or restrict use or copying of any Content, protect sensitive or confidential data or enforce limitations of Platform use;

12.3.7. use the Platform in such a way as to interfere with use of the Platform, so as to constitute a denial, including a partial denial, of service to Clients; or

12.3.8. delete the copyright and other intellectual property rights notices posted on the Platform.

13. DISCLAIMER OF WARRANTY

13.1. *To the fullest extent permitted by law, Mirathi does not warrant -*

13.1.1. that the Platform and functionality thereof will meet your requirements;

13.1.2. the proper performance of the Platform Services, and/or the Platform;

13.1.3. *that the operation of the Platform and/or Platform Services will be reliable, always on time, secure, uninterrupted or error-free; or*

13.1.4. that all Platform errors or defects will be corrected.

13.2. Any information and material downloaded or otherwise obtained through the use of the Platform is done at your own discretion and risk. You are solely responsible for damage to your computer system or loss of data that results from the download of any such material. No information, whether oral or written, obtained by you from the Platform will create any warranty not expressly stated in these Terms.

13.3. *To the fullest extent permissible by law, Mirathi disclaims all warranties and conditions with respect to the Platform, Services and/or the Platform Services, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.*

14. LIMITATION OF LIABILITY AND INDEMNITIES

14.1. You hereby indemnify Mirathi and Mirathi's associates from any losses due to or arising out of your use of the Platform or your breach of these Terms.

14.2. Mirathi will not be liable to you for any claims or losses of whatever nature in relation to the Platform as a result of your or anyone else gaining unlawful access to the Platform or any of its Content or as a result of Mirathi acting on an instruction received from you, including to access your information held with any third party institution.

14.3. Your interaction, correspondence or business dealings with third parties or Clients which are referred to or linked from or to the Platform are entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.

14.4. *Further, and save to the extent attributable to the gross negligence or wilful misconduct of Mirathi or any of its employees, you agree that Mirathi will not be responsible for and you indemnify Mirathi, its directors, employees and agents against and hold them harmless from:*

14.4.1. all losses in respect of any claims of whatsoever nature which may be brought against

Mirathi or which Mirathi may suffer or incur as a result of acting or not acting on any instruction received from you in relation to the Platform;

14.4.2. any claims relating to the non-performance or deficient performance of any Supplier Services;

14.4.3. any unauthorised interception or monitoring of the Platform;

14.4.4. any unauthorised access (including but not limited to phishing) to your information displayed on the Platform or accessed by you as part of the Platform or any breach of security or any destruction or access to your data or any destruction or theft of or damage to any of your equipment;

14.4.5. *all losses (including, but not limited, to indirect, incidental, consequential loss and damage) caused by or arising from your use of or your inability to use the Platform and/or your breach of these Terms, to the extent that it is permissible for you to give this undertaking in law;*

14.4.6. *any infringement of any intellectual property rights by you;*

14.4.7. *all losses incurred as a result of unauthorised access to or alteration of your information and/or any third party information provided by you or any third party pursuant to these Terms;*

14.4.8. *all losses arising from relying on any information obtained by you through use of the Platform;*

14.4.9. *all losses, including losses for unauthorised access to your confidential and/or personal information, incurred as a result of the malfunction, failure or unavailability of the Platform Services, the Platform or any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, or any other event beyond Mirathi's control;*

14.4.10. *all losses incurred as a result of your failure to comply with the security obligations contained in these Terms;*

14.4.11. *losses incurred as a result of the Platform being degraded or during the maintenance of the Platform;*

14.4.12. *losses caused by or arising from the unavailability of, any interruption in or your access to the Platform (either in part or as a whole) for any reason whatsoever;*

14.4.13. *losses incurred as result of any inaccuracies in the provision of the Platform Services and/or the Platform.*

15. CHANGES TO THESE TERMS

15.1. We may make changes or updates to these Terms, or any of our Platform Services from time to time. We may do this by posting the updated Terms on our Website or the App, or by sending you an email, text message (SMS) or post. In the event that you proceed to use the Platform after such notification has been posted via the Platform or where you have been notified via email, or SMS, you agree that you will be deemed to have accepted the amended Terms.

15.2. Without limiting clause 25.1 and subject to clause 10.9, you will be allowed to cancel these Terms in the event that you do not accept any material changes made by Mirathi to these Terms or the Platform Services, by written notice to Mirathi to be given within 7 (seven) days of the change taking effect. In such a case, you must immediately stop using the Platform. If you do not notify us of your intention to cancel these Terms within the 7 (seven) day period, we can assume that you have accepted the amended Terms.

16. LAW AND JURISDICTION

16.1. The laws of the Republic of South Africa govern these Terms and your use of the Platform.

16.2. You further consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division (Johannesburg) in respect of disputes which may arise out of your use of the Platform and these Terms.

17. SEVERABILITY

Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* (as if it were not written) and severed from these Terms, without invalidating the remaining provisions of these Terms.

18. DOCUMENTS AND NOTICES

18.1. We choose the following address for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature:

Email: info@mirathi.co

Or via Registered Mail: 377 Rivonia Boulevard, Cnr Rivonia Boulevard and 12th Avenue, Johannesburg, 2128.

Attention: CEO

Mirathi Estate Advisory Proprietary Limited

18.2. You choose the email address and physical address you provide us at the time of registration as your address for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature.

19. CONTACT US

Should you wish to raise any questions or complaints in connection with these Terms, you can contact us by e-mail at info@mirathi.co

20. DISCLOSURES REQUIRED BY THE ECT ACT

20.1. Access to and use of the Platform and/or Platform Services available on or through the Platform is classified as an “electronic transaction” in terms of the ECT Act and therefore you have the rights detailed in Chapter VII of the ECT Act and we have the duty to the disclose the following information:

20.1.1. **Our full name and legal status:** Mirathi Estate Advisory Proprietary Limited, a company incorporated in terms of the laws of the Republic of South Africa, with registration number 2025/621503/07.

20.1.2. **Street address:** Rivonia Boulevard, Cnr Rivonia Boulevard and 12th Avenue, Johannesburg, 2128.

20.1.3. **Postal address:** 377 Rivonia Boulevard, Cnr Rivonia Boulevard and 12th Avenue, Johannesburg, 2128.

20.1.4. **Physical address for legal service:** 377 Rivonia Boulevard, Cnr Rivonia Boulevard and 12th Avenue, Johannesburg, 2128.

20.1.5. **Main business:** Estate Advisory

20.1.6. **Website address:** www.mirathi.co

20.1.7. **Official email address:** info@mirathi.co

20.1.8. **Governing terms of use:** These Terms