

End User Licence Agreement

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The CutQ app is licensed to you (the 'End-User') by Zulu Code (Pty) Ltd, registered at Boksburg, Johannesburg, Gauteng 1459, South Africa ('Licensor'), for use only under the terms of this Licence Agreement.

By downloading the Licensed Application from Apple's App Store or Google's Play Store (the 'Stores'), and any update to it (as permitted by this Licence Agreement), you agree to be bound by all of the terms and conditions of this Licence Agreement.

The parties to this Licence Agreement acknowledge that Apple and Google are not parties to it and are not bound by any provisions or obligations regarding the Licensed Application, such as warranty, liability, maintenance and support. Zulu Code (Pty) Ltd, not Apple or Google, is solely responsible for the Licensed Application and its content.

This Licence Agreement may not provide for usage rules for the Licensed Application that conflict with the latest Apple Media Services Terms and Conditions and Google Play Terms of Service ('Usage Rules'). Zulu Code (Pty) Ltd acknowledges that it had the opportunity to review the Usage Rules and that this Licence Agreement does not conflict with them.

The CutQ app, when downloaded through the Stores, is licensed to you for use only under the terms of this Licence Agreement. The Licensor reserves all rights not expressly granted to you. The app is to be used on devices that run Apple's iOS or Google's Android operating system. Your use of the services available through the app is also governed by our [Terms and Conditions](#) and [Privacy Policy](#).

1. The application

CutQ (the 'Licensed Application') is software that connects customers with beauty, grooming and wellness businesses in South Africa, so that customers can find businesses and book appointments and businesses can manage their bookings. It is designed for iOS and Android mobile devices ('Devices').

2. Scope of licence

2.1 You are given a non-transferable, non-exclusive, non-sublicensable licence to install and use the Licensed Application on any Devices that you own or control and as permitted by the Usage Rules, with the exception that the Licensed Application may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

2.2 This licence also governs any updates of the Licensed Application provided by the Licensor that replace, repair and/or supplement the first Licensed Application, unless a separate licence is provided for such an update, in which case the terms of that new licence will govern.

2.3 You may not share or make the Licensed Application available to third parties (unless to the degree allowed by the Usage Rules, and with Zulu Code (Pty) Ltd's prior written consent), or sell, rent, lend, lease or otherwise redistribute the Licensed Application.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part of it (except with Zulu Code (Pty) Ltd's prior written consent or as permitted by applicable law).

2.5 You may not copy (except when expressly authorised by this licence and the Usage Rules) or alter the Licensed Application or portions of it. You may not remove any intellectual property notices.

2.6 Violations of the obligations above, as well as any attempt at such infringement, may be subject to prosecution and damages.

2.7 The Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this licence should be interpreted to restrict third-party terms. When using the Licensed Application, you must ensure that you comply with applicable third-party terms and conditions.

3. Technical requirements

3.1 The Licensor attempts to keep the Licensed Application updated so that it works with new versions of iOS and Android and with new hardware. You are not granted rights to claim such an update.

3.2 You acknowledge that it is your responsibility to make sure that the Device on which you intend to use the Licensed Application runs a version of iOS or Android that the Licensed Application supports, as shown on its Store listing.

3.3 The Licensor reserves the right to modify the supported versions and technical requirements as it sees appropriate at any time.

4. Maintenance and support

4.1 The Licensor is solely responsible for providing any maintenance and support services for the Licensed Application. You can reach the Licensor at info@cutq.co.za, the email address listed on the App Store and Play Store pages for the Licensed Application.

4.2 Zulu Code (Pty) Ltd and the End-User acknowledge that Apple and Google have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

5. Use of data

The Licensor's collection and use of your personal information is governed by our [Privacy Policy](#), which explains what the Licensed Application collects, why, who we share it with and your rights.

The Licensor may collect technical data about your Device and the Licensed Application (such as the app version, operating system version and device model) to provide support, deliver updates and notifications, and keep the Licensed Application working and secure.

6. User-generated contributions

The Licensed Application lets you create and share content, including profile details and photos, service descriptions, reviews, ratings, review photos, booking notes and messages (together, 'Contributions'). Contributions such as reviews and business profiles may be visible to other users of the Licensed Application and on our website. When you create or make available any Contributions, you represent and warrant that:

1. the creation, distribution, transmission, public display and copying of your Contributions do not and will not infringe the copyright, patent, trademark, trade secret or moral rights of any third party;
2. you are the creator and owner of, or have the necessary licences, rights, consents and permissions to use and to authorise us and other users to use, your Contributions in any manner contemplated by the Licensed Application and this Licence Agreement;
3. you have the consent of each identifiable person in your Contributions to use their name or likeness in any manner contemplated by the Licensed Application and this Licence Agreement;
4. your Contributions are not false, inaccurate or misleading;
5. your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings or other forms of solicitation;
6. your Contributions are not obscene, lewd, violent, harassing, libellous, slanderous or otherwise objectionable (as determined by us);
7. your Contributions do not ridicule, mock, disparage, intimidate or abuse anyone;

8. your Contributions are not used to harass or threaten any other person or to promote violence against a specific person or class of people;
9. your Contributions do not violate any applicable law, regulation or rule;
10. your Contributions do not violate the privacy or publicity rights of any third party;
11. your Contributions do not violate any applicable law concerning child sexual abuse material, or any law intended to protect the health or well-being of minors;
12. your Contributions do not include any offensive comments connected to race, national origin, gender, sexual orientation or disability; and
13. your Contributions do not otherwise violate, or link to material that violates, any provision of this Licence Agreement or any applicable law or regulation.

Any use of the Licensed Application in violation of the above violates this Licence Agreement and may result in, among other things, termination or suspension of your rights to use the Licensed Application.

7. Contribution licence

By posting your Contributions to any part of the Licensed Application, or by linking your account in the Licensed Application to any of your social media accounts, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and licence to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part) and distribute such Contributions (including, without limitation, your image) for any purpose, commercial, advertising or otherwise, and to prepare derivative works of, or incorporate them into other works, and to grant and authorise sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This licence applies to any form, media or technology now known or developed in future, and includes our use of your name, business name and any trademarks, trade names, logos and personal and commercial images you provide. You waive all moral rights in your Contributions, to the extent permitted by law, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with them. We are not liable for any statements or representations in your Contributions. You are solely responsible for your Contributions to the Licensed Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact or otherwise change any Contributions; (2) to re-categorise any Contributions to place them in more appropriate locations in the Licensed Application; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

8. Liability

8.1 The Licensors responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations) shall the Licensors also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages. The limitation above does not apply to injuries to life, limb or health.

8.2 The Licensors takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Licence Agreement. You are aware that in case of alterations or manipulations of the Licensed Application, you will not have access to the Licensed Application.

8.3 The Licensors takes no accountability or responsibility for the loss of booking data in the Licensed Application. We email you when a booking is confirmed, and you can add the booking to your calendar and refer to it in future.

9. Warranty

9.1 The Licensors warrants that the Licensed Application is free of spyware, trojan horses, viruses or any other malware at the time of your download. The Licensors warrants that the Licensed Application works as described in the user documentation.

9.2 No warranty is provided for the Licensed Application that is not executable on the Device, that has been modified without authorisation, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, or used with inappropriate accessories, regardless of whether by you or by third parties, or if there are any other reasons outside of Zulu Code (Pty) Ltd's sphere of influence that affect the executability of the Licensed Application.

9.3 You are required to inspect the Licensed Application immediately after installing it and to notify Zulu Code (Pty) Ltd about issues discovered without delay by email to info@cutq.co.za. A defect report will be taken into consideration and further investigated if it has been emailed within thirty (30) days after discovery.

9.4 If we confirm that the Licensed Application is defective, Zulu Code (Pty) Ltd may choose to remedy the situation either by solving the defect or by substitute delivery.

9.5 In the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify the Store operator, and your Licensed Application purchase price, if any, will be refunded to you. To the maximum extent permitted by applicable law, the Store operator will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses and costs attributable to any failure to conform to any warranty.

9.6 If the user is a business, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Licensed Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

10. Product claims

Zulu Code (Pty) Ltd and the End-User acknowledge that Zulu Code (Pty) Ltd, and not Apple or Google, is responsible for addressing any claims of the End-User or any third party relating to the Licensed Application or the End-User's possession and/or use of it, including, but not limited to:

- (i) product liability claims;
- (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection, privacy or similar legislation.

11. Legal compliance

You represent and warrant that you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a 'terrorist supporting' country, and that you are not listed on any US Government list of prohibited or restricted parties.

12. Contact information

For general enquiries, complaints, questions or claims concerning the Licensed Application, please contact:

Zulu Code (Pty) Ltd
Boksburg, Johannesburg, Gauteng 1459
South Africa
info@cutq.co.za

13. Termination

The licence is valid until terminated by Zulu Code (Pty) Ltd or by you. Your rights under this licence will terminate automatically and without notice from Zulu Code (Pty) Ltd if you fail to adhere to any term of this licence. Upon termination of the licence, you shall stop all use of the Licensed Application and delete all copies, full or partial, of the Licensed Application. You can delete your CutQ account from within the app at any time.

14. Third-party terms of agreements and beneficiary

Zulu Code (Pty) Ltd represents and warrants that it will comply with applicable third-party terms of agreement when using the Licensed Application.

In accordance with Section 9 of the 'Instructions for Minimum Terms of Developer's End-User Licence Agreement', both Apple and Google and their subsidiaries shall be third-party beneficiaries of this End User Licence Agreement and, upon your acceptance of the terms and conditions of this Licence Agreement, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this End User Licence Agreement against you as a third-party beneficiary of it.

15. Intellectual property rights

Zulu Code (Pty) Ltd and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of it infringes the third party's intellectual property rights, Zulu Code (Pty) Ltd, and not Apple or Google, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

16. Applicable law

This Licence Agreement is governed by the laws of South Africa, excluding its conflicts of law rules.

17. Miscellaneous

17.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

17.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.