

DentX Terms of Service

1. CONTRACTUAL RELATIONSHIP

The terms and conditions stated herein (collectively, this "Agreement") constitute a legal agreement between you and DentX. (trading as DX Digital Africa Pty Ltd: 2019/394977/07), a South African Company. By using or receiving any services supplied to you by the Company (together with the website located at dentx.co.za, collectively, the "Service"), and downloading, installing or using any associated software and applications supplied by the Company which purpose is to enable you to use the Service (collectively, the "Software"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as published from time to time at dentx.co.za/terms or through the Service.

Description of "Service"

Definitions

Vehicle owner: A consumer, fleet owner, dealership and/or leasing company looking to source quotes for repairs via the DentX platform

Panel beater/vehicle repairer: A panel beater or vehicle repairer and/or service agent registered with as a business operating as intended with the relevant authorities in South Africa looking to issue quotes and carry out repair work via the DentX platform.

The DentX Platform connects vehicle owners and panel beaters. Vehicle owners can submit a request (a "Request") to source quotes on the DentX platform for repair work services (the "Services). Once you submit images of vehicle damage information ("the items") for repair work services, your Request will be sent to a network of DentX approved panelbeaters/car repairers. You will receive a notification through the DentX platform when a panel beater/car repairer has accepted your Request, and you will be able to source and view price quotes of repair work services on the items submitted. You represent and warrant that the vehicle Items related to any Request for a quote are your personal property and you have all right, title and permission to request and allow for the items to be assessed for a quote, and that the performance of the Services by a panel beater/vehicle repairer will not result in the violation of any third party's ownership or privacy rights. For more information about the DentX Platform, please see our FAQs or email us at info@dentx.co.za.

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Software at any time, effective upon posting of an updated version of this Agreement on the Service or Software. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Software after any such changes shall constitute your consent to such changes. If you require any more information or have any questions about our Terms and Conditions, please feel free to contact us by email at info@dentx.co.za

2. THE SERVICES

The Services constitute a technology platform that enables users of DentX mobile applications or websites provided as part of the Services (each, an "Application") to source vehicle damage repair services with third party providers of such services, including independent third-party panelbeaters and third-party auto body damage repair service providers under agreement with DentX or certain of DentX's subsidiaries ("Third Party Providers"). Unless otherwise agreed by DentX in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

Upon accessing the DentX platform and being onboarded onto it for the purpose of sourcing quotes for repair services (the "Services"), DentX will make certain services available to you, including the ability to pay with a lending partner's product, request reselling valuations and insurance quote requests. As a service provider, you will receive access to details of quote requests and functionality to present your pricing information on the DentX platform.

DentX will provide intermediate partner services and technical support in service of multiple quote sourcing using the DentX platforms. Accepting a quote is at the discretion of the vehicle owner, discharging of the repair work is the responsibility of the service provider. DentX will facilitate the conclusion of the repair contract between the vehicle owner and the service provider (the "parties"). However, should the parties decide to manage the contract themselves post primary DentX services rendered, the parties agree that DentX and any of its employees shall not be held responsible in any way, for agreements they were not party to in such an undertaking. Furthermore, DentX will not be held liable for the legal repair contract between vehicle owner and service provider as DentX provides quote sourcing and guided facilitation assistance post-acceptance of quotes.

You hereby acknowledge that DentX will not be a party to any dispute between vehicle owner and service provider and agree to indemnify DentX from any and all claims, demands, damages and liabilities, of any type and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with a vehicle owner, service provider, contracts or their respective assets.

YOU ACKNOWLEDGE THAT DENTX DOES NOT PROVIDE A REPAIR SERVICES OR PANEL BEATING SERVICES OR FUNCTION AS A PANEL BEATER. DENTX'S SERVICES MAY BE USED BY YOU TO REQUEST AND SOURCE VEHICLE DAMAGE REPAIR QUOTES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT DENTX HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY REPAIR SERVICES OR PROVIDED TO YOU BY THIRD PARTY PROVIDERS THROUGH THE USE OF THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. DENTX DOES NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. DENTX WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND A THIRD-PARTY PROVIDER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THIRD-PARTY PROVIDERS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. DENTX SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH THIRD PARTY PROVIDERS.

LICENSE

Subject to your compliance with these Terms, DentX grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to:

- (i) access and use the Applications on your personal device solely in connection with your use of the Services; and
- (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by DentX and DentX's licensors.

RESTRICTIONS

You may not:

- (i) remove any copyright, trademark or other proprietary notices from any portion of the Services;
- (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by DentX;
- (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
- (iv) link to, mirror or frame any portion of the Services;
- (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
- (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

THIRD-PARTY SERVICES AND CONTENT

The Services may be made available or accessed in connection with third-party services and content (including advertising) that DentX does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. DentX does not endorse such third-party services and content and in no event shall DentX be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

OWNERSHIP

The Services and all rights therein are and shall remain DentX property or the property of DentX licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner DentX company names, logos, product and service names, trademarks or services marks or those of DentX licensor.

3. YOUR USE OF THE SERVICES

USER ACCOUNTS In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to DentX certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid credit card. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired credit card on file, may result in your inability to access and use the Services or DentX termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and, as such, you always agree to maintain the security and secrecy of your Account username and password. Unless otherwise permitted by DentX in writing, you may only possess one Account.

USER REQUIREMENTS AND CONDUCT

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive vehicle repair services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third-Party Provider or any other party. In

certain instances, DentX may require you to provide proof of identity to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity. The DentX app was designed for competitive sourcing of vehicle damage repair prices. Any panel beater who provides a quote for vehicle body damage repair/s, is doing so completely under their own personal insurance and liability.

TEXT MESSAGING

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

PROMOTIONAL CODES

DentX may, in DentX's sole discretion, create promotional codes that may be redeemed for Account credit or other features or benefits related to a Third-Party Provider's services, subject to terms that DentX establish on a per promotional code basis ("Promo Codes"). You agree that Promo Codes:

- (i) must be used for the intended audience and purpose, and in a lawful manner;
- (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by DentX;
- (iii) may be disabled by DentX at any time for any reason without liability to DentX;
- (iv) may only be used pursuant to the specific terms that DentX establish for such Promo Code;
- (v) are not valid for cash; and
- (vi) may expire prior to your use. DentX reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that DentX determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

USER PROVIDED CONTENT

DentX may, in DentX sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to DentX through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of vehicle repair quote requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to DentX, you grant DentX a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and DentX business and on third- party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. You represent and warrant that:

(i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant DentX the license to the User Content as set forth above; and

(ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor DentX use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by DentX in its sole discretion, whether or not such material may be protected by law. DentX may, but shall not be obligated to, review, monitor, or remove User Content, at DentX sole discretion and at any time and for any reason, without notice to you.

NETWORK ACCESS AND DEVICES

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. DentX does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. PAYMENT

You understand that use of the Services may result in payments by you for the services you receive from a Third-Party Provider ("Charges"). After you have received services obtained through your use of the Service, DentX will facilitate payment of the applicable Charges on behalf of the Third-Party Provider, as such Third-Party Provider's limited payment collection agent, using the preferred payment method designated in your Account, and will send you a receipt by email. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third-Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by DentX. You retain the right to request lower Charges from a Third-Party Provider for services received by you from such Third-Party Provider at the time you receive such services. DentX will respond accordingly to any request from a Third-Party Provider to modify the Charges for a service. All Charges are due immediately and payment will be facilitated by DentX using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that DentX may, as the Third-Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available. DentX reserves the right to establish, remove and/or revise Charges for any or all aspects of the Services at any time in DentX sole discretion. DentX will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. DentX may from time to time

provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services from a Third-Party Provider at any time prior and during to such Third-Party Provider's price quote, in which case you may be charged a cancellation fee where applicable. This payment structure is intended to fully compensate the Third-Party Provider for the services provided. DentX does not designate any portion of your payment as a tip or gratuity to the Third-Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third-Party Provider who provides you with services obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third-Party Provider. In the event you feel unwelcome pressure to provide a gratuity, you may factor that experience into the rating or additional feedback you give.

5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

DISCLAIMER THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." DENTX DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, DENTX MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD-PARTY GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

LIMITATION OF LIABILITY

DentX shall not be liable to you for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage, even if DentX has been advised of the possibility of such damages. DentX shall not be liable for any damages, liability or losses incurred by you arising out of:

- (i) your use of or reliance on the services or your inability to access or use the services; or
- (ii) any transaction or relationship between you and any third-party provider, even if DentX has been advised of the possibility of such damages. DentX shall not be liable for delay or failure in performance resulting from causes beyond DentX reasonable control. You acknowledge that DentX shall not be liable for any loss or damage caused by its employees or agents in circumstances where: There is no breach of a legal duty of care owed to you by us or by any of our employees or agents; Such loss or damage was not reasonably foreseeable by both parties;

Such loss or damage is caused by you, for example by not complying with this agreement; or You will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our Website.

INDEMNITY

You agree to indemnify and hold DentX and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with:

- (i) your use of the Services;
- (ii) your breach or violation of any of these Terms;
- (iii) DentX use of your User Content; or
- (iv) your violation of the rights of any third party, including Third Party Providers.

Employment and Tax DentX is not an employment service and does not serve as an employer of any User or Service Provider. As such, DentX will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, social security or payroll withholding tax in connection with the use of these Services. You understand and agree that if DentX is found to be liable for any tax or withholding tax in connection with these Services, then the Service Provider will immediately reimburse and pay to DentX an equivalent amount, including any interest or penalties thereon.

6. DISPUTE RESOLUTION

INFORMAL NEGOTIATIONS. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and the Company agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice, as set forth above. Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and DentX on any matter provided for in, or arising out of these T&C, and not resolved through the Customer Relations Department of DentX, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The expedited arbitration rules may be downloaded from http://www.arbitration.co.za/downloads/expedited_rules.pdf.

7. OTHER PROVISIONS

CHOICE OF LAW

This Website is controlled, operated and administered by DentX from its offices within the Republic of South Africa. Access to the Website from territories or countries where the content or purchase of the Services sold on the Website is illegal is prohibited. You may not use this Website in violation of South African laws and regulations. If you access this Website from locations outside of South Africa, you are responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the Cape Town High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be

invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between you and DentX with regard to the use of the Content and this Website.

CLAIMS OF COPYRIGHT INFRINGEMENT

Claims of copyright infringement should be sent to DentX designated agent, please email info@dentx.co.za for more information.

NOTICE

The Company may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to DentX, with such notice deemed given when received by DentX, at any time by first class mail or pre-paid post. Please email info@dentx.co.za to get the address information.

GENERAL

You may not assign these Terms without DentX prior written approval. DentX may assign these Terms without your consent to:

- (i) a subsidiary or affiliate;
 - (ii) an acquirer of DentX equity, business or assets; or
 - (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
- No joint venture, partnership, employment, or agency relationship exists between you, DentX or any Third-Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by DentX in writing.