

SCANCODE TERMS OF USE

1. SCANCODE SERVICES

Please read these terms and conditions of use, and any updated information that may be made available to you from time to time (collectively, "Terms of Use") carefully before you launch the Scancode Consumer Apps or Scancode applications (collectively, the "Scancode App") or any other Scancode software on your mobile device or elsewhere (collectively, "Scancode Software"). Your use of the Scancode Services indicates that you accept these Terms of Use for the Scancode Software and the related cloud based verification ("Scancode Verifier"). The Scancode Software and Scancode Verifier are collectively referred to as the "Scancode Services". If you do not accept these Terms of Use, do not launch or otherwise use the Scancode Services.

If you are using the Scancode Services, you consent to these Terms. The Scancode Services are developed for consumers or customers, bureau and brand owners, government organizations, authorities and professional use.

2. INTRODUCTION

The Terms of Use represent the agreement between you and Scancode (T) Limited of United Republic of Tanzania ("Scancode") with respect to the Scancode Services. All references herein to "you" and "your" means you as a natural person or employee acting on behalf of your company/organization as party to this agreement.

If any provision herein is held unenforceable, then such provision will be modified to reflect the intention of the parties, and the remaining provisions of this Terms of Use will remain in full force and effect.

3. INTENDED USE

While Scancode aims for the Scancode Services to be highly reliable and available at all times, the service is not intended to be available 100% of the time. The Scancode Service will be subject to sporadic interruptions and failures for a variety of reasons also beyond Scancode's control, including service provider uptime and mobile network disruptions. You acknowledge that these and other limitations and agree that Scancode is not responsible for any damage or loss caused by the failure of Scancode Service to operate at all times or operate without fault.

Scancode Services are intended to be accessed and used for non-critical information.

4. TERMINATION

Scancode reserves the right to terminate this agreement. If you represent a company/organization or professional user that has registered your entity with the Scancode Services, termination may take place upon three month written notice to Scancode (T) Limited.

If you are a consumer or private person. You may terminate the Scancode Services by deleting the Scancode App from your mobile device, or by stop using the Scancode Services. Scancode reserves the right to terminate this agreement without notice to consumer or private person.

Upon termination of the agreement, data will become unavailable, your access to the Scancode Services suspended, and your data may be deleted.

5. SOFTWARE LICENSE AND RIGHTS

Subject to your compliance with the terms of these Terms of Use, Scancode hereby grants to you a non-exclusive, non-transferable license to: (i) download the Scancode App onto your mobile device, (ii) use the Scancode App (in binary code form only) on such mobile device in order to access and use the Scancode Services and access the Scancode Software.

Except for the limited license expressly granted herein, Scancode shall, between the parties, own all rights, title and interest in and to the Scancode Software, including without limitation all intellectual property rights therein.

You agree not to do any of the following:

1. Reverse engineer, decompile, disassemble, translate, modify, alter or otherwise change the Scancode Software, or any part thereof.
2. Attempt to derive the source code, audio library or structure of the Scancode Software without the prior and express written consent of Scancode.
3. Remove from the Scancode Software, or alter, any of Scancode's or its suppliers' trademarks, trade names, logos, patent or copyright notices, or other notices or markings.
4. Distribute, sublicense or otherwise transfer the Scancode Software to others.

Scancode owns all copies of the Scancode Software, however made. Nothing in these Terms of Use will be deemed to grant, by implication, estoppel or otherwise, a license under any existing or future patents of Scancode, except to the extent necessary for you to use the Scancode Services as expressly permitted under these Terms of Use.

You may not resell, assign, or transfer any of your rights hereunder. Any such attempt may result in termination of our agreement, without liability to Scancode. Notwithstanding the foregoing, Scancode may assign the agreement to any affiliate or third party at any time without notice.

6. UPDATES AND AMENDMENTS.

Scancode may from time to time provide patches, bug fixes, updates, upgrades and other modifications to improve the performance of Scancode Services ("Updates"). These Updates may be automatically installed without providing any additional notice. You consent to this automatic update. If you do not want such Updates, you shall terminate and stop using the Scancode Services. You acknowledge that it may be required to install Updates to use Scancode Services, and agree to promptly install any Updates Scancode provides.

Scancode reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Scancode Services (or any part thereof) with or without notice. However, Scancode shall seek to issue advance notice to professional users, companies and authorities. You agree that Scancode shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Services.

7. LIMITATION OF LIABILITY

Liability

Scancode works hard to ensure the highest possible accuracy of the Scancode Services. However, the services are not 100% accurate, and errors and faults may arise. You understand and agree that the Scancode App is downloaded to your mobile device and used at your own

discretion and risk. Scancode does not warrant the accuracy of information, maps or other data used in the Scancode Services.

To the fullest extent permissible pursuant to applicable law, in no event will Scancode, its licensors and suppliers, or agents or employees of any of the foregoing, be liable for any decision made or action taken by you or anyone else in reliance on the information provided by the Scancode Services. You are responsible for the entire risk arising out of your use of the Scancode Services. Hereunder, you are responsible for the entire risk arising from any decision to reject goods or decision to otherwise terminate agreements with third parties based on information from the Scancode Service.

Indirect loss

In no event shall Scancode be liable for any incidental, special, consequential, or indirect damages of any kind (including damages for interruption of business, lost data, lost profits, lost savings or the like) regardless of the form of action, whether in contract, tort (including without limitation negligence), strict product liability, or other legal doctrine, even if advised of the possibility of such damages.

In no event may the liability of the parties exceed the amount paid by you to Scancode for the Scancode Services during the preceding six month period.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing exclusion and limitation may not apply to you.

Security

Scancode has technological and operational security policies and procedures to protect your information from loss, misuse, alteration, or unintentional destruction. However, Scancode makes no representations or warranties regarding the security of the Scancode Services or the transmission of data or information to and from Scancode and your mobile device. Scancode will not be liable to you or anyone else in the event of any unauthorized infiltration of any of its systems.

General

This limitation of liability will apply notwithstanding the failure of essential purpose of any limited remedy set forth herein. In no event will any supplier to Scancode have any liability to you under these Terms of Use. This limitation of liability is a fundamental element of the basis of the Terms of Use between you and Scancode. Scancode would not provide the services to you absent such limitation.

8. FORCE MAJEURE

The parties shall not be liable for any loss or damage due to reason of force majeure. Force majeure shall be deemed to include circumstances beyond the control of the party, such as statutory restraints, decisions by a court of law or a governmental agency, perils of the sea or air; fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, shortage of supplies, equipment, materials, breakdown of equipment and labor disputes.

9. CONFIDENTIALITY

You acknowledge and agree that the Scancode Services, including without limitation the Software's sequence, structure, organization, source code and applicable documentation

contains valuable trade secrets and other intellectual property of Scancode and its suppliers and is considered Scancode's confidential information.

10. DATA PROTECTION

Scancode will comply with Tanzanian data protection regulation. Such regulation is in accordance with Tanzania data protection regulation, and will give you a high degree of protection for your data.

Scancode cares about the integrity and security of your personal and product information. However, Scancode cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal and product information for improper purposes. In this regards, you acknowledge that you provide your personal and product information at your own risk.

11. THIRD PARTY SERVICES

You acknowledge that the availability of Scancode Services are dependent on various third party services. You acknowledge that you are responsible for all fees charged by your electronic mark or barcodes service provider, internet and mobile carrier in connection with use of the Scancode Services.

Any use of third party services made accessible through Scancode Services shall take place in accordance with the applicable third party terms. Scancode makes no representation or warranty about the reliability or safety of any such third party service.

12. NOTICES AND MARKETING.

By using the Scancode Services, you consent to receive from the Scancode Services all communications, including notices, agreements, legally required disclosures or other information in connection with the Scancode Services (collectively, "Notices") electronically. Scancode may provide such Notices by posting them on Scancode's website or by downloading such Notices to your mobile device. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the Scancode Services.

You also consent to receiving marketing messages by email, SMS and push-notifications in the Scancode App, from Scancode and its partners regarding our products and services.

13. DISPUTES, GOVERNING LAW AND LEGAL VENUE

The parties will attempt to resolve any disputes, controversies or claims (collectively "Dispute") arising out of or relating to the Terms of Use through amicable negotiations. Such negotiations shall start no later than 15 days after either party requested negotiations.

If the parties are unable to reach a negotiated solution, the Dispute will be referred to Tanzania Court as mandatory legal venue. This Terms of Use will be governed by the laws of United Republic of Tanzania without giving effect to any conflicts of law principles that may require the application of the laws of a different country.

14. CONTACT

If you have any questions regarding the terms of this Terms of Use, please contact Scancode by sending an email to info@scancodetz.com or by writing to Scancode (T) Limited at COSTECH Building, Kijitonyama Ali Hassan Mwinyi Road, Dar es Salaam Tanzania.