

Terms of Service

Last Updated: June 18, 2024

Welcome to inHouse America. By accessing or using our platform, you agree to be bound by these Terms of Service ("Terms"). Please read them carefully.

1. Introduction

inHouse America ("we", "us", "our") provides an online platform designed to showcase and advertise content from various third-party stores. Our mission is to connect users with innovative startups and established businesses by providing a curated browsing experience. We facilitate the advertising and showcasing of content; however, we do not control, endorse, or assume responsibility for the products or services offered by these stores. By using our platform, you acknowledge that any transactions, interactions, or disputes are solely between you and the respective store. These terms outline your rights and responsibilities as a user of inHouse America.

2. Services Provided

Our platform allows users to browse and view content from various businesses, including product listings, advertisements, and other promotional materials. We strive to offer a user-friendly interface that makes discovering new products and services easy and enjoyable. While we do not charge users for accessing the content, we generate revenue through advertising fees paid by the businesses we showcase. It is important to note that inHouse America does not sell any products or services directly. All purchases and transactions are conducted through the respective stores, which are responsible for their own operations and customer service.

3. Account Creation

- **Business Accounts:** Businesses must provide accurate and complete information when creating an account. This includes contact details, business registration information, and any other details required during the registration process. They are responsible for maintaining the confidentiality of their account credentials and for any activities that occur under their account. Businesses must ensure that their content complies with all applicable laws and regulations. Any false or misleading information may result in suspension or termination of the account.
- **User Accounts:** Users can browse content without creating an account, but some features, such as personalized recommendations and saved searches, may require account creation. Users must provide accurate and current information during the registration process and maintain the security of their account credentials. By creating an account, users agree to abide by these Terms and any additional terms or policies applicable to specific features of the platform.

4. Content Responsibility

- **Third-Party Content:** All content displayed on inHouse America is provided by third-party stores. We do not create, endorse, or verify the content, and we are not responsible for any inaccuracies, misrepresentations, or omissions. Businesses are solely responsible for ensuring that their content is accurate, lawful, and not misleading. Users should verify the information directly with the store before making any decisions or purchases. We encourage businesses to keep their content up-to-date and to correct any errors promptly.
- **Content Accuracy:** Businesses are responsible for the accuracy, legality, and appropriateness of their advertised content. This includes ensuring that all descriptions, prices, and availability information are correct. inHouse America

does not guarantee the accuracy or completeness of the content provided by businesses. Users are advised to exercise caution and conduct their own research before engaging with any advertised products or services. Any disputes arising from inaccurate or misleading content must be resolved directly between the user and the respective store.

- **Content Approval:** While we do not endorse the content, we reserve the right to review and approve content before it is published on our platform. This is to ensure that the content meets our quality standards and complies with our policies. We may reject or remove content that we deem inappropriate, misleading, or harmful.

5. Licenses and Permissions

- **Content License:** By advertising on inHouse America, businesses grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, display, modify, and distribute their content solely for the purpose of operating, promoting, and improving our services. This license allows us to showcase their content across various channels, including our website, mobile app, and marketing materials. Businesses retain ownership of their content but grant us the right to use it as described. This license will terminate when the business removes its content from our platform.
- **Content Deletion:** Businesses can request deletion of their content at any time by contacting us. Upon receiving a deletion request, we will remove the content from our active systems within 90 days. However, the content may remain in backup systems or as required for legal compliance. We will make reasonable efforts to ensure that deleted content is not accessible through our platform. Businesses are responsible for maintaining their own copies of any content they wish to retain.

6. Limitation of Liability

- **Disclaimer:** inHouse America provides its platform "as is" and "as available" without any warranties of any kind, either express or implied. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the platform will be available at all times or free from errors or interruptions. Users access and use the platform at their own risk. We disclaim any responsibility for any harm resulting from the use of the platform or any interactions between users and third-party stores.
- **No Endorsement:** We do not endorse or assume responsibility for any products, content, or services advertised by businesses on our platform. Any views or opinions expressed by the businesses are their own and do not reflect the views of inHouse America. Users should exercise their own judgment and discretion when interacting with advertised content. We do not verify the accuracy, completeness, or quality of the advertised content and are not liable for any damages or losses arising from reliance on such content.
- **Liability Cap:** To the fullest extent permitted by law, inHouse America disclaims liability for any indirect, incidental, special, consequential, or punitive damages. This includes, but is not limited to, loss of profits, data, or goodwill, even if we have been advised of the possibility of such damages. Our total liability to you for any claims arising from your use of the platform shall not exceed \$100. This limitation applies regardless of the cause of action, whether in contract, tort, or otherwise.

7. Indemnification

- **User Indemnification:** You agree to indemnify, defend, and hold harmless inHouse America, its affiliates, officers, directors, employees, and agents from any

claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with your use of the platform, your violation of these terms, or your violation of any rights of another. This includes any actions taken by other users or third parties as a result of your actions or content. You agree to cooperate fully in the defense of any claim.

- **Mutual Indemnification:** inHouse America agrees to indemnify you for any claims arising directly from our gross negligence or willful misconduct. This includes any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) resulting from our failure to provide the platform as agreed. Our liability under this indemnification is limited to the amount you have paid us in the last twelve months, or \$100, whichever is greater. This indemnification does not apply to any claims arising from your actions or content.

8. Dispute Resolution

- **Arbitration:** Any dispute arising out of or related to these terms or the platform shall be resolved through binding arbitration administered by the Arbitration Foundation of South Africa under its rules. The arbitration will be conducted in Pretoria, South Africa, or a mutually agreed location. The decision of the arbitrator will be final and binding on both parties. Arbitration shall be conducted on an individual basis, and class arbitrations are not permitted.
- **Opt-Out:** Users may opt out of arbitration within 30 days of accepting these terms by sending a written notice to inHouse America. The opt-out notice must include your name, address, and a clear statement that you do not wish to resolve disputes through arbitration. Opting out of arbitration does not affect any other terms of these Terms of Service. If you opt out of arbitration, you agree to resolve any disputes in a court located in Pretoria, South Africa.

- **Small Claims:** Small claims may be brought in the small claims court in your jurisdiction. This provision allows users to seek resolution for disputes involving small amounts of money without undergoing arbitration. Small claims court proceedings are subject to the rules and procedures of the respective court. By using our platform, you agree to this alternative dispute resolution method for qualifying claims.
- **Class Action Waiver:** Users agree to waive any right to participate in a class-action lawsuit. This means that any disputes will be resolved on an individual basis and not as part of a class action, consolidated action, or representative action. This waiver is an essential part of the arbitration agreement and cannot be severed from it. If this class action waiver is found to be unenforceable, the entire arbitration agreement shall be null and void.

9. User Agreements with Third Parties

- **Transactions:** When you access content or make purchases through inHouse America, you are entering into an agreement with the respective store, not with inHouse America. We are not a party to these transactions, and we do not assume any responsibility for the actions, products, or services of the stores. Any issues or disputes must be resolved directly with the store. We recommend that you review the terms and conditions, privacy policies, and any other agreements provided by the store before completing any transactions.
- **Store Policies:** Each store may have its own policies regarding returns, refunds, shipping, and other aspects of customer service. inHouse America is not responsible for enforcing these policies. Users should familiarize themselves with the store's policies before making a purchase. Any questions or concerns about a store's policies should be directed to the store itself. We do not mediate disputes

between users and stores, but we may provide assistance in identifying the appropriate contact information.

10. Privacy and Data Security

- **Privacy Policy:** Our Privacy Policy, which is incorporated into these terms by reference, explains how we collect, use, and protect your personal information. By using our platform, you agree to the terms of our Privacy Policy. We encourage you to review the Privacy Policy to understand our practices regarding your data. We are committed to protecting your privacy and ensuring that your personal information is handled in accordance with applicable laws and regulations.
- **Data Collection and Use:** By using our platform, you consent to our collection, use, and sharing of your data, including IP addresses and usage data, to improve our services. We may use this data to analyze trends, administer the platform, track user movements, and gather demographic information. This data helps us enhance your experience and develop new features. We may share aggregated data with third parties for business or research purposes, but this data will not identify individual users. We do not sell your personal information to third parties.
- **Accessing User Data:** We may access user data for the purposes of maintaining and improving our services, ensuring compliance with these terms, and investigating potential violations. This may include accessing user content, IP addresses, and other usage data. We take measures to ensure that your data is accessed only by authorized personnel and only for legitimate purposes. If you have any concerns about how we access or use your data, please contact us at legal@inhouseamerica.com.
- **Data Security:** We implement reasonable security measures to protect your data from unauthorized access, use, disclosure, alteration, or destruction. However, we

cannot guarantee complete security, and we are not responsible for any breach of security or unintended loss of data. Users should take steps to protect their own data, such as using strong passwords and keeping account information confidential. In the event of a data breach, we will notify affected users and take appropriate steps to mitigate the impact.

- **Cookie Policy:** Our platform uses cookies to enhance your browsing experience. Cookies are small text files that are stored on your device when you visit our website. They help us remember your preferences, track your usage patterns, and provide personalized content. You can manage your cookie preferences through your browser settings. By using our platform, you consent to our use of cookies in accordance with our Cookie Policy, which is available on our website.

11. Protection of Code and Intellectual Property

- **Intellectual Property Rights:** All content, including code, software, design, graphics, and text, provided on the inHouse America platform is the property of inHouse America and is protected by intellectual property laws. Unauthorized use, reproduction, or distribution of our content is strictly prohibited. Users and businesses must respect our intellectual property rights and not attempt to copy, modify, distribute, or reverse-engineer any part of our platform.
- **Prohibition of Copying Code:** Users and businesses are strictly prohibited from copying, reproducing, or using any portion of our code for any purpose without our explicit written consent. This prohibition applies regardless of the user's location. Any violation of this clause will result in immediate termination of access to our platform and may result in legal action. We reserve the right to take any necessary measures to protect our intellectual property.
- **Reporting Violations:** If you become aware of any unauthorized use of our code or intellectual property, please report it to us immediately. We take these matters

seriously and will take appropriate action to protect our rights. Users can report violations by contacting us at legal@inhouseamerica.com. We will investigate all reports and take appropriate action, which may include removing infringing content, terminating accounts, and pursuing legal remedies.

12. Modifications to Terms

- **Updates:** We may update these terms to reflect changes in our services, legal requirements, or other reasons. We will provide notice of any significant changes at least 30 days before they take effect, either through our platform or by other means. It is your responsibility to review the updated terms. Continued use of our platform after any changes take effect constitutes your acceptance of the updated terms. We recommend that you review these terms periodically to stay informed about your rights and obligations.
- **User Consent:** By continuing to use our platform after any changes take effect, you agree to be bound by the updated terms. If you do not agree with the changes, you must stop using the platform and, if applicable, terminate your account. We encourage you to review these terms periodically to stay informed about your rights and obligations. Your continued use of the platform signifies your acceptance of any changes to these terms.

13. Termination

- **Termination by User:** You may stop using our services at any time. If you wish to terminate your account, you may do so by contacting us. Upon termination, your right to use the platform will cease immediately. Termination of your account does not relieve you of any obligations or liabilities incurred prior to termination.

We recommend that you download and save any content or information you wish to retain before terminating your account.

- **Termination by inHouse America:** We may suspend or terminate your access to our services if you violate these terms or for any other reason at our discretion. This includes, but is not limited to, engaging in fraudulent, abusive, or unlawful activities. We will notify you of the termination and provide the reason, unless doing so would violate any laws or compromise security. In case of termination, we are not liable for any damages or losses you may suffer. We reserve the right to take appropriate legal action if necessary.

14. Governing Law

These terms are governed by the laws of South Africa without regard to its conflict of laws principles. Any disputes arising from or relating to these terms shall be subject to the exclusive jurisdiction of the courts located in Pretoria, South Africa. By using our platform, you agree to submit to the jurisdiction of these courts and waive any objections to such venue. This provision ensures that any legal disputes are resolved in a consistent and predictable manner.

15. Contact Information

For any questions or concerns about these terms, please contact us at:

- Email: legal@inhouseamerica.com

By using inHouse America, you agree to these Terms of Service. Thank you for choosing our platform.