

Last Updated on the 06 August 2023 Sunday

Welcome to inHouse America, The Sphere Hemisphere Corp.

inHouse America builds technologies, services and features that enable products or content of businesses to be advertised and displayed on our platform (including direct links of websites of businesses that are within the inHouse America platform), for any potential customers or our users who are interested in knowing more about the services or products these businesses have on offer. These terms of service govern the service offered by inHouse America, and the other products, features, apps, services, technologies, and software we offer (the inHouse Products or Products), except where we expressly state that separates terms (and not these) apply. These Products are provided to you by inHouse America, a subsidiary of The Sphere Hemisphere Corp.

We don't charge the user or business to use or utilize the service of inHouse America or other products, services and features covered by these terms. Instead, the businesses and organisations that have their content advertised on our platform, will have the opportunity to outbid all the other businesses within the platform, to determine the position they want their content to be displayed within the platform once the user or the potential customer enters, to either search or scroll within the inHouse America platform. inHouse America on your behalf will create a business account and display/upload to advertise the content that you have displayed within your business or organisations website, onto our platform, that we believe our users, or any potential customers will be interested in viewing. We'll use the data displayed on your website to ensure that our users or any potential customer has direct access to your advertised content and in the rightful manner as would be displayed within your current business or organisations website.

We don't intent to sell or charge any fee to any user or potential customer or entity that's to utilize our platform to acquire access to the data that's been advertised within the platform. But plan on creating a platform that offers information related to your business and the services you offer to your customers on a daily.

We will integrate information related to the images upon which display the products you offer within your business and the exact placement of these products within your business or organisation and any other information related to the products or services you offer currently on display within your website. With the very data we integrate, we'll integrate the information into our platform and place within our platform features created for users or potential customers to have direct access too when searching or scrolling for specific items within our inHouse America platform. The moment your data has been advertised with our platform, you immediately grant us a license to display, modify, copy, duplicate, adjust and reengineer to the benefits of creating a fluid display of the data within our inHouse America platform. This license shall not grant us ownership to the data that's been advertised or permission to sell it, but only permission to offer our services as mentioned above. The license will take effect from the moment the data has been integrated into our platform and if you feel that our services are not to your business or organisations benefit, a simple email requesting the cancellation of your account, shall be required and we'll discontinue our services to your business or organisation and the content related to

your business or organisation shall be deleted. **(Within 30 days after request of deletion of account and service.) (Contact: legal@inhousesa.co.za)**

1. The services we provide:

Our mission is to give businesses and organisations the opportunity for their products to acquire additional advertising exposure, to help them have the potential to increase sales (which could result in a potential increase in profits, but we do not guarantee that it shall in any seen or unseen circumstance), also ensuring our users or any potential customers interested in accessing any information with regards to the products they sell. We provide the products and services described below to you:

Provide a commercialized advertising experience to your business or organisation:

Your business and organisation's commercialized experience on inHouse America is very rare, from a minimum advertising display of 10 free image related products upon which you sell or offer, to the ability of direct access for your customer, to the sorting and accurate placement of products and instant updates for any potential customer or user interested in utilizing our inHouse America platform. We use the combination of businesses and organisations within our platform, to draw in larger markets and create opportunities for all businesses and organisations within our platform, to assist in the potential increase of sales and achieving their desired business or organisations goals, with an easy access for our users and potential customers to the platform **(but we do not guarantee that it shall in any seen or unseen circumstance).**

Connect your business and organisation to potential customers:

We help you in advertising information that's related to your business and organisation we know a potential customer would be interested in, from the images of products to the direct access of specific categories of products upon which they may prefer. We create a fluid motion of insuring that a potential customer's personal experience gives off the same energy and attention placed within your business and organisation. Including driving a potential customer to create and have a stronger bond to your business and organisation as they will acquire all necessary information to get acquainted with the products and services you offer. We also pride ourselves in being a free to utilize platform for every user and potential customer going through our platform (including any business or organisation), which can have the potential to drive all the money the potential customer spends, focused on purchasing at your business or organisation, after having access to the information advertised within our inHouse America platform **(but we do not guarantee that it shall in any seen or unseen circumstance).**

Even more brand exposure of the products you offer:

Since our platform will be a platform for many businesses and organisations interested with our services, your business and organisation can be on the beneficial side of additional brand exposure as more and more users or potential customers drive in to access our services. Which can give your business and organisation the additional edge to achieve its potential sales goal and increase brand loyalty amongst potential customers and new users. Our inHouse America platform can be a great place for your organisation to acquire new customers and our platform will allow all our users to products they are currently interested in and which could land with potential customers driving to purchase at your

business or organisation, as they search or scroll throughout our inHouse America platform. InHouse America ensures that our users or potential customers can access information related to their selection of specific categories displayed and also displays advertised products related to their specific selection, for them to make informed decisions with regards to the items they are about to go buy. **(But we do not guarantee that it shall in any seen or unseen circumstance).**

Research ways to make our services better:

We engage in research to develop, test, and improve our products. This includes analyzing the data we have about our users, businesses, and organisations and how they are interacting with the content uploaded on the inHouse America platform, to acquire a better understanding of how people use our Products, for example by conducting survey and testing and troubleshooting new features.

Provide consistent and seamless experiences across the InHouse America company products:

Our inHouse America platform offers you the opportunity to connect to potential customers within different locations within a seamless manner and save the time spent by users or potential customers driving/walking or searching within the internet to find out details related to the product or a specific store. We design our systems so that potential customers can search or scroll for any item within our platform, by them either selecting the specific category name of the product you offer or by searching/scrolling through the different types of features related to your stores product inventory. The potential customer can also select the logo of the store displayed on the inHouse America platform for them to access the direct page displaying all your products and updated product information that you currently have on offer.

2. How our services are funded:

Instead of paying to utilize our services on our inHouse America platform, we offer businesses and organisations within our platform, the opportunity to bid for position placements of their content, that's to be advertised to our users and potential customers. For example, businesses and organisations will bid for the homepage and category features currently available on the platform upon which users and potential customers are to search or scroll for, so when we advertise the results to our users and potential customers, we will advertise their content including the businesses and organisations that have outbid all the other businesses and organisations integrated into that very selected category feature. The homepage, being the "Mens America, Ladies America, American Food & American Furniture pages", will advertise the businesses and organisations that are within our platform, including businesses and organisations that have outbid all the other businesses and organisations within the homepage, in order for their content to be seen. The bidding system that will determine which business and organisation that will have their content advertised over the other businesses and organisations will be determined by the number of bids at the end of the session conducted. Businesses and organisations will be given the opportunity to place a bid, based upon their own budget constraints and determine the number of bids they want to place. Each bid placed by the business and organisation will be recorded and displayed amongst other bidders interested in knowing the bidding status of their business and organisation against their competitors. Our bidding system will be integrated into our inHouse America platform,

which sorts and places information of the businesses and organisations that have their content advertised into a random order based upon the type of business and organisation. Once a bidding session has concluded, the business or organisation that has out bid all the other businesses and organisations within the session, will automatically have their business or organisations content advertised in front of all the other businesses and organisations within the platform and integrating the content within the bidding results. This will mean that once the user or potential customer searches or scrolls within the inHouse America platform, they will access the content alongside the bidder who's outbid the rest of the businesses and organisations within our platform. The bidding system will have all businesses and organisations that utilizes our platform or services and will not include businesses or organisations that don't utilize our platform or services. The businesses and organisations will be given equal opportunities to bid within the categories made available and also given time to outbid any bid placed by any other business or organisation within the platform. All bids will have a beginning timeframe and an end timeframe and upon which businesses and organisation can bid within. Once the time within the timeframe has expired, the businesses and organisations left within positions made available, will automatically have their content displayed within those current positions within our random advertising system. There will be no limit to the number of bids that can be placed within the timeframe made available and all businesses and organisations will be responsible for paying the total amount of the bids they have placed, in order for us to integrate the bidding results into the random advertising system. All businesses and organisations will have 48 hours to ensure that they have paid their total bidding amounts and any business or organisation that fails to pay their bidding amounts, will automatically forfeit their bidding results and which will automatically result in the businesses below claiming the spot placed at the value of the final bidding results. If a business may claim that they have paid and it doesn't reflect on our business account, we will review the matter and wait until it has been cleared but the forfeit of the position will still remain in effect and once the amount has cleared and is visible, we will automatically rectify the bidding placement and the business or organisation will claim their bidding results back and the business or organisation that took its place, will fall back to its original position at no additional bid cost. The bidding system will always be between 7 days and will always begin after 7 days, there shall not be any inter bidding within those 7 days and the results attained on the beginning of the 7th day will remain until the next or the end of the 7 days. No request of bidding within those 7 days will be accepted or considered and any business that wishes to be removed off the list may not claim any amount paid for the final bidding results, as all bids placed and paid are non-refundable for any reasons whatsoever, unless we have failed to execute our duty in placing your business or organisation within its rightful bidding place, after your business and organisation have sent us an email (at legal@inhousesa.co.za) stating so and we haven't responded after a period of 30 days to rectify or address the problem.

3. What will be advertised and done on inHouse America:

We want inHouse America to become a platform that advertises information related to the products upon which the businesses and organisations within the inHouse America platform sell and offer on a daily. We want our users and potential customers to have the ability to access the information advertised

by businesses and organisations onto our platform and not have any cost incurred for doing so. We will ensure that businesses and organisations advertise information that's related to the products within their stores and help create a platform that users or potential customers can take advantage of when doing their retail shopping online and in-store. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so): Our Products may not be used to do or advertise anything: That violates these Terms, or what we stand for as a platform, and other terms and policies that apply to your use of inHouse America. That is unlawful, misleading, discriminatory, or fraudulent. That infringes or violates someone else's rights, including their intellectual property rights. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access. We can remove or restrict access to content that is in violation of these provisions. If we remove content that's in violation of our Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users or potential customers; compromise or interfere with the integrity or operation of any of our services, systems or Products or features; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. To help support our platform, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) (at legal@inhousesa.co.za) or our terms and policies or any other rights related to the subject matter. We also can remove or restrict access to your content, services, or information if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts to the inHouse America platform.

The permissions you give us:

We need certain permissions from you to provide our services: Permission to use content you create and share: Some content that has been advertised, such as photos or videos, may be protected by intellectual property laws. You own the intellectual property rights (things like copyright or trademarks) in any such content that you create, share, and advertise on inHouse America and the other inHouse America Company Products being used. Nothing in these Terms takes away the rights you have to your own content. You are free to share or advertise your content with anyone else, wherever you want. However, to provide our services we need you to give us some legal permissions (known as a 'license') to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above. Specifically, when your content has been advertised onto the platform that is covered by intellectual property rights on or in connection with our Products, you grant us a nonexclusive, transferable, sub licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content. This means, for example, that if a photo is advertised on inHouse America, you give us permission to store, copy, and advertise it with others (again, consistent with our terms) such as service providers that support our service or other inHouse America Products being used. This license will end when your content is deleted from our systems. We can delete content, if requested by the content owner and also delete your account if requested. Once we've deleted content, it's no longer visible to our users or

potential customers, however it may continue to exist elsewhere on our systems where: immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when it's been deleted); your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or where immediate deletion would restrict our ability to: investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems); comply with a legal obligation, such as the preservation of evidence; or comply with a request of a judicial or administrative authority, law enforcement or a government agency; in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis). In each of the above cases, this license will continue until the content has been fully deleted.

Permission to update software you use or download on the inHouse America platform:

If you download or use our software, you give us permission to download and install updates to the software where available.

Limits on using our intellectual property:

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, features, structural display or sounds we provide), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by or with our prior written permission (or are a business or organisation that appreciates our service and wants to make their customers or any potential customer aware that they are using our services to advertise their products or service upon which they offer. Upon which we will grant you an open-source license to display or share any content displayed or offered by inHouse America to express yourselves in doing so, for example, images, designs, videos, features or sounds we provide). You must obtain our written permission (or permission under an open-source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

4. Additional provisions:

Updating our Terms:

We work constantly to improve our services and develop new features to make our Products better for you and our community of businesses and organisations. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. We will only make any changes if the provisions are no longer appropriate or if they are incomplete, and only if the changes are reasonable and take due account of your interests. We will notify you (for example, by email or through our Products) at least 30 days before we make changes to these Terms and give you an opportunity to

review them before they go into effect, unless changes are required by law. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products. We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the inHouse America community, you can request the deletion of your account at any time at legal@inhousesa.co.za.

Account suspension or termination:

We want inHouse America to be a place where people feel welcome and safe to express themselves, share information related to the products upon which they offer and have users and potential customers have direct access to that information without incurring any costs. If we determine that you have clearly, seriously, or repeatedly breached our Terms or Policies, including in particular our Standards, we may suspend or permanently disable access to your account to the public. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons. Where we take such action we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users or potential customers; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. You can learn more about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake, via email (at legal@inhousesa.co.za). If we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.

Limits on liability:

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections or have outdated information from the products or images advertised within the platform. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. We do not control or direct what people or the businesses or organisations advertise, and others do or say, and we are not responsible for their actions or conduct (whether online or offline through inHouse America or once you've exited the inHouse America platform to enter into their business or organisation) or any content they advertise (including offensive, inappropriate, obscene, unlawful, and other objectionable content). We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the use of inHouse America platform, even if we have been advised of the possibility of such damages.

Disputes:

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply. If you are a consumer/user or business or organisation, the laws of the country in which you reside will apply to any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the inHouse America Products, and you may resolve your claim in any competent court in that country that has jurisdiction over the claim. In all other cases, you agree that the claim must be resolved exclusively in the South Africa District Court, or a state court located in Pretoria. You also agree that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State will govern these Terms and any claim, without regard to conflict of law provisions.

Other:

These Terms make up the entire agreement between you and inHouse America regarding your use of our Products (whether you're a user, potential customer or a business or organisation). They supersede any prior agreements. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, you must agree to our Terms. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name your business or organisation uses in its day-to-day operations). We will inform you in advance if we must do this and also explain why.

We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential for any reasons whatsoever.

We reserve all rights not expressly granted to you.

Yours Faithfully
inHouse America
The Sphere Hemisphere Legal Team