



SPOTBOT TERMS AND CONDITIONS

Updated date: July 31, 2020

These Terms and Conditions (“Terms”) govern your access to and use of SPOTBOT Services, including through Products.

Your purchase of any SPOTBOT Service may further be governed by the corresponding separate terms. The Privacy Policy is incorporated by reference into these Terms and you are agreeing to accept and abide by them by using SPOTBOT Services.

PLEASE READ THESE TERMS CAREFULLY. If you do not agree with these Terms, do not register or use any SPOTBOT Services.

You will need to register an Telegram BOT via Website or Mobile Apps to access SPOTBOT Services. For the purposes of seeking to provide you with a better experience, to improve SPOTBOT Services or otherwise where you have consented, with such a Telegram Bot without new registration, you may access to other services provided by SPOTBOT over Internet and/or mobile applications. Any service-specific terms of service may apply to some services provided by SPOTBOT, you are advised to read these Terms and any specific terms of service for your interest before using the services.

1. No Life-Safety or Critical Uses of SPOTBOT Services

You acknowledge and agree that SPOTBOT Services and Products are not certified for emergency response. SPOTBOT makes no warranty or representation that use of SPOTBOT Services or Products with any third-party’s products or services will affect or increase any level of safety or security. SPOTBOT Services and Products are not a third-party monitored emergency notification system -- SPOTBOT will not dispatch emergency authorities to the monitored place in the event of an emergency. All life threatening and emergency events should be directed to appropriate response services.

2. Electronic Contracting and Messaging

By using SPOTBOT Services, registering Products, creating an online Telegram Bot for SPOTBOT Services (“Telegram BOT”), or engaging in any transactions via SPOTBOT Services, you agree to accept and be bound by these Terms and our Privacy Policy. You agree that when you use your login credentials or click on any “I Agree” button when using SPOTBOT Services, you affirmatively consent to conduct business electronically with SPOTBOT, and such credentials and processes have the same force and effect with your written signature. You agree and consent to SPOTBOT sending you disclosures, messages, notices, and other communications, including direct marketing text messages, to your designated mobile phone and email account.

3. These Terms May Change

SPOTBOT reserves the right to make changes to these Terms provided certain provisions of these Terms prove to be incomplete or outdated and further provided that these changes are reasonable for you, taking into account your interests. If we make any changes to these Terms, we will notify you by the notice on the Website of any such changes which will become effective immediately upon the release. Continued use of SPOTBOT Services following this notice will indicate your acknowledgement and agreement to be bound by the revised Terms.

4. Relationship to Product Warranty

These Terms govern your use of SPOTBOT Services. Your purchase of any Product is governed by the limited warranty provided with that Product.

5. Eligibility

You are prohibited from registering a Product for use with SPOTBOT Services or from using SPOTBOT Services unless you are 18 years of age or older, if individual, or, have obtained the authorization, if company. You may not use SPOTBOT Services where prohibited by applicable law. We also do not knowingly collect any information from children under the age of 18, or equivalent minimum age in the relevant jurisdiction. If you are not 18 years of age or older, you must have your parent or legal guardian register a Product or create an Telegram Bot to use SPOTBOT Services. Please contact us at info@SPOTBOT.co.za if you believe your child has provided us with personal information in connection with SPOTBOT Services.

6. Creating an Telegram Bot

To use your Product via SPOTBOT Services, you are required to register a Telegram BOT. You represent and warrant that: (i) all required registration information you submit is truthful, accurate and complete; (ii) you will maintain the accuracy, security, and confidentiality of such information; and (iii) your use of SPOTBOT Services does not violate any applicable law or regulation. SPOTBOT is not liable for any loss or damages arising from your failure to maintain the confidentiality of your Telegram Bot.

7. System and Equipment Requirements

Use of certain Products or discrete functionality may require Internet access and registration to SPOTBOT Services. You must have the necessary hardware, software, and Internet access needed to register and use the Product with SPOTBOT Services. SPOTBOT Services will not be accessible without: (i) a working network that is positioned to communicate reliably with our Products; (ii) a PC device or a mobile device with Android OS or Apple iOS to pair Products; (iii) an Telegram Bot; (iv) always-on broadband Internet access; and (v) other system elements that may be specified by SPOTBOT Services in connection with the specific Product. In addition, you acknowledge that SPOTBOT Services may activate Bluetooth or Wi-Fi services on your device, with or without prior notification, in order to facilitate proper registration of the Product, and connectivity and registration to SPOTBOT Services.

8. Changes to SPOTBOT Services

SPOTBOT may change, upgrade, discontinue, or temporarily suspend any feature or component of SPOTBOT Services at any time without notice. SPOTBOT cannot guarantee and makes no warranties that any software updates can be implemented on any Product or that changes to SPOTBOT Services will operate as intended. You acknowledge that you may be required to install software updates to use SPOTBOT Services with your Product, and you agree to promptly install such updates we provide. You are solely liable for any losses arising from a failure to timely implement such updates.

9. Term and Termination

These Terms will remain in full force and effect as long as you continue to access or use SPOTBOT Services. If you transfer a Product to a new owner, your right to use SPOTBOT Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or SPOTBOT Services under your Telegram Bot. You may cancel your Telegram Bot at any time by contacting Customer Support at info@SPOTBOT.co.za

10. License

Subject to your compliance with these Terms, SPOTBOT grants you a revocable, limited, non-exclusive, non-transferable, non-sub-licensable license to install and use (a) our mobile applications (“Mobile Apps”), and (b) any embedded firmware in the Product and updates (“Other Software”), in each case solely in connection with your personal, non-commercial use of the Product and SPOTBOT Services. You may only use the Mobile Apps on devices that you own, lease, or otherwise control. No other licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by SPOTBOT or its licensor.

11. License Restrictions



Unless as expressly permitted in these Terms, you agree not to, and you will not permit others to, (i) license, sub license, assign, convey or transfer, the rights and licenses granted hereunder; (ii) publish, display, disclose, sell, rent, lease, store, loan, distribute, transmit, publicly display or perform, co-brand, frame, host, outsource, or otherwise commercially exploit SPOTBOT Services, including the Mobile Apps and Other Software (collectively, the “Software”), (iii) copy or reproduce SPOTBOT Services or Software or any part thereof, in any form; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or SPOTBOT Services; (v) use the Software and SPOTBOT Services in any fashion that may infringe any patent, copyright, trademark, trade secret, or any other intellectual property or proprietary right of SPOTBOT, its third-party providers, or any other third party; (vi) modify, translate, adapt, disassemble, reverse engineer decompile, reverse compile, or create compilations or derivative works of, the Software, SPOTBOT Services, or any part thereof (except to the extent applicable laws specifically prohibit such restriction), or (vii) use the Software or the Service for any service bureau, time-sharing, resale or similar purposes. SPOTBOT reserves all rights and licenses in and to the Software not expressly granted to you under these Terms.

12. Open Source

Certain items of software included with the Products are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. Each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, SPOTBOT makes such Open Source Software, and SPOTBOT modifications to that Open Source Software, available by written request to SPOTBOT at the email or mailing address listed below: info@SPOTBOT.co.za

By downloading/requesting the source code to any of the Open Source Software (“Source Code”), you agree to the following:

SPOTBOT PROVIDES THE SOURCE CODE TO YOU ON AN “AS IS” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SOURCE CODE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SPOTBOT AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPOTBOT AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SOURCE CODE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

13. Access to SPOTBOT Services

You may only access and use SPOTBOT Services solely for the purpose of (a) operating, managing, monitoring, and maintaining the Products, (b) managing your Telegram Bot and preferences, and maintain your registration data.

When using SPOTBOT Services, you shall not:

- disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to, SPOTBOT Services or any computer network;
- circumvent any technological measure implemented by SPOTBOT or any providers or any other third party (including another user of SPOTBOT Services) to protect SPOTBOT Services;
- upload, transmit, distribute, or run any computer virus, worm, Trojan horse, or any computer code that could damage or alter a computer, portable device, computer network, communication network, data, SPOTBOT Services, or any other system, device or property;
- run Maillist, Listserv, or any form of auto-responder or “spam” on SPOTBOT Services;
- attempt, in any manner, to obtain the password, account, credentials, or other security information from any other user; or
- jeopardize the security of your Telegram Bot or anyone else’s Telegram Bot (for example, by allowing another individual to login into SPOTBOT Services as you).

14. Limitations of SPOTBOT Services

SPOTBOT Services is intended to be accessed and used for non-time-critical information and control of Products. While we strive for SPOTBOT Services to be highly reliable and available, it is not intended to be reliable or available 100% of the time. SPOTBOT Services is subject to sporadic interruptions and failures for a variety of reasons beyond our control, including Wi-Fi interdependency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that SPOTBOT is not responsible for any damages allegedly caused by the failure or delay of SPOTBOT Services to reflect current status of the Product, notifications, or timing of your video content.

SPOTBOT Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, updates, adjustments, or other circumstances. You acknowledge and agree that you will not be entitled to any refund or rebate for any such suspension. SPOTBOT does not offer any specific uptime guarantee for SPOTBOT Services. SPOTBOT is not liable for any losses arising from a suspension of SPOTBOT Services.

All information concerning SPOTBOT Services and use of the Product with SPOTBOT Services is provided “as is” and “as available”. SPOTBOT does not guarantee that this information is correct or up to date. Accessing the information through SPOTBOT Services is not a substitute for direct access to the information in or on the Product itself.

Although SPOTBOT cares about the security, integrity, and availability of your video content and personal information, we cannot guarantee the security of your personal information. You acknowledge that you provide your video content and your personal information at your own risk.

15. Limitations of SPOTBOT Services Due to Reliance on Third Parties

SPOTBOT Services relies on certain third-party products and services. For example, some aspects of SPOTBOT Services— such as data storage, synchronization, and communication – are enabled by EXTERNAL WEB services or other providers. As another example, we rely on mobile operating system vendors and mobile carriers to enable mobile device notifications through SPOTBOT Services. These third-party’s products and services are beyond our control, and their operation may not operate in a reliable manner or be available 100 % of the time. SPOTBOT is not responsible for any damages and losses due to the operation of these third-party’s products and services.

You further acknowledge that you are responsible for all fees charged by your ISP and carrier in connection with your access to and use of SPOTBOT Services and access to your Products. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and carrier.



You acknowledge and agree that the availability of Mobile Apps is dependent on the third-party Web services from which you download the Mobile Apps – for example, the Android app market from Google or the App Store from Apple (each an “App Store”). You acknowledge that these Terms are between you and SPOTBOT and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Mobile Apps from that App Store. You agree to comply with, and your license to use the Mobile Apps, is conditioned upon your compliance and agreement with such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

16. Release Regarding Third Parties

SPOTBOT is not responsible for third parties or their products and services, including, without limitation, any third-party’s products and services that enable SPOTBOT Services, equipment, ISPs, carriers, the App Stores and among others.

SPOTBOT HEREBY DISCLAIMS AND YOU HEREBY DISCHARGE, WAIVE AND RELEASE SPOTBOT AND ITS LICENSOR AND SUPPLIERS FROM ANY PAST, PRESENT, AND FUTURE CLAIMS, LIABILITIES, AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO YOUR INTERACTIONS WITH SUCH THIRD PARTIES AND THEIR PRODUCTS AND SERVICES.

17. Indemnity

You agree to defend, indemnify, and hold SPOTBOT, its affiliates, directors, officers, employees, shareholders, contractors, agents, licensor, and suppliers harmless from any damages, liabilities, claims, demands, losses, or expenses, including attorneys’ fees, made by any third party due to or arising out of or in connection with (i) your use of SPOTBOT Services and Product; (ii) your violation of these Terms; (iii) your violation of any law or the rights of any third party. SPOTBOT will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

18. WARRANTY DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPOTBOT SERVICES (I.E. THE WEBSITE, THE MOBILE APPS AND SOFTWARE) ARE PROVIDED FOR YOUR CONVENIENCE, “AS IS”, AND “AS AVAILABLE” WITH ALL FAULTS AND ERRORS, AND SPOTBOT AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AVAILABILITY, DATA SECURITY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

SPOTBOT DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SOFTWARE OR SERVICE PROVIDED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH SPOTBOT SERVICES (INCLUDING, BUT NOT LIMITED TO, CLOUD SERVICES) OR ANY HYPERLINKED WEBSITE OR SERVICE.

SPOTBOT MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH SPOTBOT SERVICES, AND SPOTBOT WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH SPOTBOT SERVICES. SPOTBOT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH SPOTBOT SERVICES.

YOU ACKNOWLEDGE THAT THE USE OF SPOTBOT SERVICES SHALL BE CONNECTED WITH THE INTERNET, AND USE SHALL BE WHOLLY AT YOUR OWN RISK. SPOTBOT DOES NOT REPRESENT OR GUARANTEE THAT SPOTBOT SERVICES WILL BE FREE FROM LOSS, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND SPOTBOT DISCLAIMS ANY LIABILITY RELATING THERETO.

SURVEILLANCE, DATA PROTECTION, AND PRIVACY LAWS VARY BY JURISDICTION AND MAY IMPOSE CERTAIN RESPONSIBILITIES ON YOUR USE OF SPOTBOT SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOU (AND NOT SPOTBOT) WILL BE RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH APPLICABLE LAWS WHERE YOU LIVE AND THAT SPOTBOT SHALL NOT BE LIABLE IN THE EVENT THAT SPOTBOT SERVICES IS USED FOR ILLEGAL PURPOSES, INCLUDING, WITHOUT LIMITATION: NON-CIVIL USE; RECORDING OR SHARING VIDEO OR AUDIO CONTENT THAT IS NOT IN CONFORMANCE WITH APPLICABLE LAW; FAILURE TO COMPLY WITH NOTICE AND CONSENT LAWS; INFRINGEMENT OF THIRD-PARTY RIGHTS; USE IN CONNECTION WITH MEDICAL TREATMENT, OR OTHER SITUATIONS WHERE SPOTBOT SERVICES FAILURE COULD LEAD TO DEATH OR PERSONAL INJURY.

19. LIMITATIONS ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SPOTBOT, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, CONTRACTORS, AGENTS, LICENSORS, OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST DATA OR CONTENT, DOCUMENTATION, OR PROFITS, SERVICE INTERRUPTION, COMPUTER DAMAGE, COST OF SUBSTITUTE SERVICES, INABILITY TO USE SPOTBOT SERVICES, PRIVACY LEAKAGE, OR ANY OTHER LIABILITIES OR LOSSES CAUSED BY SPOTBOT SERVICES OR BY FAILURES OF SPOTBOT SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPOTBOT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SPOTBOT’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO SPOTBOT SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EXCEED THE FEES ACTUALLY PAID BY YOU TO SPOTBOT OR SPOTBOT’S AUTHORIZED



RESELLER FOR SPOTBOT SERVICES IN THE PRIOR 6 MONTHS (IF ANY) IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. SPOTBOT DISCLAIMS ALL LIABILITY OF ANY KIND OF SPOTBOT'S LICENSORS AND SUPPLIERS. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SPOTBOT AND YOU.

20. Dispute Resolution

You agree that these Terms and any claim, dispute, action, cause of action, issue or request for relief between you and SPOTBOT arising out of or relating to these Terms or SPOTBOT Services (collectively, "Disputes") will be governed by and construed in accordance with the laws of the People's Republic of China, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

If a Dispute arises between you and SPOTBOT, our goal is to learn about and address your concerns. You agree that you will notify SPOTBOT about any Dispute you have with SPOTBOT regarding these Terms or our Products or SPOTBOT Services by contacting SPOTBOT at info@SPOTBOT.co.za. We'll try to resolve the Dispute informally by contacting you through email. If a Dispute is not resolved within 90 (ninety) days after submission, you or SPOTBOT may bring a formal proceeding.

21. Binding Arbitration

You and SPOTBOT agree to submit to binding arbitration all disputes and claims arising out of or relating, in any way, to these Terms or any of SPOTBOT Services, on an individual and purely bilateral, non-class/non-representative bases. Arbitration on an individual basis is the exclusive remedy for any claims which might otherwise be brought on a class, collective or representative basis between you and SPOTBOT. These Terms will be governed by the laws of the Republic of South Africa. Unless otherwise precluded by law, you and SPOTBOT shall each separately pay your or its own attorneys' fees and costs. You agree that if any provision of this arbitration agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, that provision shall be struck from the agreement to arbitrate, and the remainder of the arbitration agreement shall remain in full force and effect consistent with applicable law. However, the entire agreement to arbitrate shall be void if the provisions above waiving or precluding class arbitration proceedings are found to be invalid, unenforceable, or void for any reason.

22. Limitation on Claims

Regardless of any statute or law to the contrary, any dispute arising out of or related to your use of SPOTBOT Services must be filed within one (1) year after the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any dispute based upon such event or facts forever.

23. Entire Agreement; Waiver; Severability

These Terms constitute the entire and exclusive understanding between you and SPOTBOT with respect to the use of SPOTBOT Services, and these terms supersede and replace any and all prior oral or written understandings or agreements between SPOTBOT and you regarding SPOTBOT Services. SPOTBOT's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision or of any other rights or provisions in these Terms. If a court or tribunal should find that one or more rights or provisions set forth in these Terms are invalid, you agree that the remainder of the Terms will remain in full force and effect and that the invalid provision will be enforceable to the fullest extent permitted by law.

24. Assignment

You may not assign or transfer these Terms and any associated rights or obligations, by operation of law, without SPOTBOT's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. SPOTBOT may freely assign or transfer these Terms without restriction.

25. Contact Us

Should you have any questions, please contact us immediately via email at info@SPOTBOT.co.za.