

# Cattle-iQ and Cattle-iQ Pro's Terms and Conditions of Use

## 1. INTRODUCTION

**1.1.** These Terms and Conditions ("T's and C's") regulate all of the associated interactions we have with you in relation to your use of any Cattle-iQ and/or Cattle-iQ Pro product or service.

**1.2.** Cattle-iQ and Cattle-iQ Pro will be collectively referred to herein as 'Cattle-iQ'.

**1.3.** Cattle-iQ is an iPlan (Pty) Ltd application and powered by Zoho Creator.

**1.4.** Further note that these T's and C's must be read in conjunction with the Terms of Service applicable to Zoho Creator, which Terms of Service can be obtained [HERE](#).

1.5. The interactions with Cattle-iQ that are regulated by these T's and C's are:

1.5.1. Your access to and use of the services provided by iPlan (Pty) Ltd ("we", "us" and "our") through Cattle-iQ;

1.5.2. Your access to, and use of, the services associated with Cattle-iQ, the accessing of the information published on Cattle-iQ;

1.5.3. Our processing and sharing of your information in order for you to apply for our services, as well as to enable us to deliver such services to you.

1.6. **Your continued use of Cattle-iQ is at your own risk and will represent your agreement to be bound by these T's and C's.**

1.7. We reserve the right to amend these T's and C's at any time, and such changes will become effective upon such changes being posted to Cattle-iQ. We therefore recommend that when you make use of Cattle-iQ, that you regularly read our T's and C's.

1.8. Should it be applicable, your attention is drawn to the clauses which:

1.8.1. limit in any way our risk or liability or that of any other person;  
1.8.2. constitute an assumption of risk or liability by you;

- 1.8.3. impose an obligation on you to indemnify us or any other person for any cause; or
- 1.8.4. constitute an acknowledgement of any fact by you.

1.9. These T's and C's should be read with other terms and conditions which may become applicable to your relationship with us, such as:

- 1.9.1. the Privacy Policy which regulate how we process your Personal Information;
- 1.9.2. the terms and conditions for our campaigns, competitions and/or promotions as communicated by us from time-to-time.

1.10. In the case of any inconsistency or conflict between our other terms and conditions and these T's and C's, these T's and C's shall take precedence in respect of the use of Cattle-iQ.

1.11. In these T's and C's, if a singular word is used, it may include the plural and if a "legal entity" is referred to it includes any entity that is seen in law as a separate legal person, such as a company, body corporate, a partnership, an association, and a trust, if applicable.

## **2. DEFINITIONS AND INTERPRETATION**

2.1. In these T's and C's unless otherwise required or indicated by the context, the singular shall include the plural and *vice versa*, the masculine gender shall include all other genders and *vice versa*, natural persons shall include legal and juristic persons and *vice versa*, and the following terms shall have meanings assigned to them hereunder:

- 2.1.1. "**Users**" means any natural person(s), or juristic person(s), who have concluded an agreement with Cattle-iQ in terms of which such User procures the Services provided by Cattle-iQ, including those named individuals who are authorised by the Lessor;
- 2.1.2. "**Confidential Information**" means in addition to any information which is clearly marked as "confidential" or intended to be treated as such, the Intellectual Property, information, research, the data, coding, systems, Know-How, formulae, processes, designs, photographs, videos, drawings, specifications, whether in electronic or digital format, samples or other material attributable to or deriving its existence from any source and also the operational, technical, administrative, strategies or planning and records relating to the Services, as may be disclosed by either Party during the term of this Agreement, or before the entry into of this Agreement, regardless of its form. For the avoidance of doubt Confidential Information shall include any

information which derives economic value from not being generally known to, and not being readily ascertainable to other persons by proper means;

- 2.1.3. **“Effective Date”** means the date on which the User accepts these terms by accessing and/or using Cattle-iQ.
- 2.1.4. **“Cattle-iQ”** means iPlan’s cloud-based software platform, powered by Zoho Creator and supported by iPlan, to which the User has access to and which integrates data from the User’s cattle farm and use the resulting data to provide the User with insight into their cattle farming practices via a dashboard to visually outline, at an enterprise level, their farming business;
- 2.1.5. **“Intellectual Property”** means any know-how (not in the public domain), invention (whether patented or not), design, trade mark (whether registered or not), or copyright material (whether registered or not), processes, process methodology (whether patented or not), and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property;
- 2.1.6. **“Intellectual Property Rights”** means all the rights, title and interests (whether or not registered) in and to Intellectual Property;
- 2.1.7. **“iPlan”** means iPlan (Pty) Ltd the owner of Cattle-iQ, being a private company with registration number, 2002/018971/07, duly incorporated in terms of the Company laws of the Republic of South Africa;
- 2.1.8. **“Personal Information”** means information relating to any Person, including but not limited to: (i) information relating to the race, gender, sex, marital status, nationality, ethnic or social origin, colour, age, disability, language and birth of a Person; (ii) information relating to the education or the medical, financial, criminal or employment history of a Person; (iii) information relating to the financial affairs of a Person; (iv) credit card details and transactional data; (v) any identifying number, symbol, e-mail address, physical address, telephone number, VAT registration number or other particular assignment to a person; (vi) correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (vii) the views or opinions of another individual about a person; (viii) the name of a person if it appears with other personal information relating to a person or if the disclosure of the name itself would reveal information about a person; and (ix) any other information which may be treated or defined as "personal information" in terms of any Applicable Laws, including any applicable Data Protection Legislation;

- 2.1.9. “**POPIA**” means the Protection of Personal Information Act, 4 of 2013 and includes any regulations to or rules in terms of the Protection of Personal Information Act, 4 of 2013 and any subsequent amendments to it;
- 2.1.10. “**Process**” and “**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including its collection, receipt, recording, organisation, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure or destruction, retrieval, alteration, consultation, testing or use, dissemination or distribution by any means;
- 2.1.11. “**Services**” means the use of any of the features provided by Cattle-iQ including your access to Cattle-iQ.

### **3. THE USE OF CATTLE-IQ**

#### **3.1. General**

- 3.1.1. You may only access and use Cattle-iQ within the confines of these T's and C's and any terms and conditions incorporated herein by reference.
- 3.1.2. By accessing Cattle-iQ you warrant that you are of legal age and have the necessary legal capacity to enter into and be bound by these T's and C's. If not, then you may only access Cattle-iQ with the supervision and consent of your parent or legal guardian. Your parent or legal guardian agree to then be bound to these T's and C's and liable and responsible for you and all your obligations set out hereunder.
- 3.1.3. Where you act on behalf of a legal entity, you warrant that you have the necessary authority and capacity to bind them to these T's and C's.

#### **3.2. Your Profile**

- 3.2.1. To access and use Cattle-iQ or any Services associated therewith, you may be required to set-up a profile with Zoho Creator, and obtain the required license, subject to a fee. You must keep your access details (including your username and password) confidential and not allow other people to use it. You accept full responsibility for all activities that occur under your access details and accept responsibility for sharing these details.
- 3.2.2. You also agree that any use of your access details will be regarded as if you were the person using such access details.

- 3.2.3. To use Cattle-iQ you may need to disclose certain Personal Information. It is always in your best interest to keep this information accurate, current and complete and as such, you guarantee:
  - 3.2.3.1. that all Personal Information provided to us on Cattle-iQ will be true, accurate, current and correct;
  - 3.2.3.2. you will update your Personal Information regularly, as well as, if and when required; and
  - 3.2.3.3. you have fully disclosed all required and necessary facts.
- 3.2.4. From time-to-time, and for purposes of providing our Services to you, we will be required to process your Personal Information and disclose it to third parties, including but not limited to the Red Meat Industry Services NPC ("RMIS"). By accepting our T's and C's, you consent to this transfer and further processing for the purposes set out above to enable us to fulfil our obligations to you.
- 3.2.5. By expressly consenting hereto, the User authorises iPlan (Pty) Ltd to collect, process, and disclose the following information to the RMIS, to the extent necessary for the purposes of operating Cattle-iQ and any related Services:
  - 3.2.5.1. Own Global Location Number (GLN);
  - 3.2.5.2. Supplier and/or customer data GLN;
  - 3.2.5.3. Cattle identification data, including cattle tag numbers (both historical and current); and
- 3.2.6. The User acknowledges and agrees that such disclosure is made pursuant to the User's explicit consent and will be conducted in accordance with applicable data protection and privacy legislation. The User further warrants that it has obtained all necessary rights, permissions, and consents from any third parties whose data may be shared in terms of this clause.
- 3.2.7. You may visit certain platforms without the need of a profile or without providing any Personal Information. Our servers may, in such instances, collect the IP-address of your computer or other electronic device, but not your name, phone number, email address, or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on Cattle-iQ pages viewed, etc. We use this information to determine the use of Cattle-iQ and services. We assume no obligation to protect this information and may process such information without limitation.

### **3.3. Limitations of Use**

- 3.3.1. You agree not to:

- 3.3.1.1. Use, reproduce, adapt, distribute, publish or in any other way deal or interfere with Cattle-iQ or its content;
- 3.3.1.2. Establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to Cattle-iQ without our prior consent;
- 3.3.1.3. Use Cattle-iQ to process Personal Information of third parties;
- 3.3.1.4. Violate the privacy of any person in order to, or attempt to, gain unauthorised access to us or our services through Cattle-iQ, including, but without limitation through hacking, password mining or any other means;
- 3.3.1.5. Use Cattle-iQ and its associated services to engage in any illegal or unlawful activity;
- 3.3.1.6. Post content on Cattle-iQ that is not related to our Services, is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language;
- 3.3.1.7. Employ automated electronic or mechanical processes designed to negatively affect the performance and our provision of Cattle-iQ or its associated services;
- 3.3.1.8. Utilise Cattle-iQ in a manner which disrupts our normal operations;
- 3.3.1.9. Attempt to gain unauthorised access to our programming, coding or infrastructure; or
- 3.3.1.10. Circumvent, disable or otherwise interfere with security related features or features that prevent or restrict the use or enforce limitations on the use of Cattle-iQ.

3.3.2. We reserve the right to disable your profile and/or limit your access to Cattle-iQ should you be in violation of these T's and C's.

#### **4. COMMUNICATIONS WITH YOU**

##### **4.1. General:**

- 4.1.1. When you make use of Cattle-iQ or become a User, you opt-in to the receiving communications from us on various electronic communication channels, including email, SMS or WhatsApp, for purposes of marketing and providing our products and services to you.
- 4.1.2. All information records that you send to us using Cattle-iQ may be stored electronically by us, as well as the providers of the relevant electronic communication channel, for example email or WhatsApp.
- 4.1.3. Although we take all reasonable steps to protect your information and maintain confidentiality, we cannot guarantee the security or integrity of any information you transmit to us online. We take reasonable steps to ensure that any third parties with whom your information is stored are bound by acceptable confidentiality obligations, however, it is your responsibility to familiarise yourself with our [Privacy Policy](#) and the relevant privacy policy of the third- party service provider.
- 4.1.4. Your access and use of any third-party products or services is subject to the terms and conditions applicable thereto, and you agree that you access such services at your own risk.
- 4.1.5. Any electronic communication, including email, SMS, WhatsApp, telephonic messages, or mobile push notifications sent to you will be considered as having been received by you when such communication is sent, unless the contrary is proven. As such, it is your responsibility to provide, at your own expense, any access to the internet, data, or any required devices for purposes of such electronic communication. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically meet any legal requirements for such communications to be in writing.
- 4.1.6. Should you not wish to communicate with us via any specific platform, you may opt-out and change your communication preferences by selecting the necessary opt-out option provided.

#### **4.2. Phishing and Spoofing**

- 4.2.1. Please take special note that if you receive any unsolicited communication, including electronic communication that appear to be from either iPlan or Cattle-iQ and that requests you to provide personal data (such as any financial information, credit card number, username or password), or that asks you to verify and/or confirm your information by clicking on a link, it is most likely that such communication was sent by someone who has sinister intentions or is attempting to gain access to your personal data illegally.

4.2.2. Neither iPlan nor Cattle-iQ ask for this type of data by means of electronic communications and as such we ask you not to respond to these types of communications or click on any link. Doing so will place you and your personal data at risk and neither iPlan nor Cattle-iQ will not be held responsible for any consequences resulting from your response to any such communication. Should you receive such communication, please immediately report it to [info@iplan.global](mailto:info@iplan.global).

## 5. THIRD PARTY PRODUCTS AND SERVICES

5.1. At our discretion, Cattle-iQ may include references to or facilitate access to products offered or services rendered by third parties and provide links to the websites and/or web-applications ("Sites") of third parties. These third-party service providers and their Sites have separate and independent terms and conditions and privacy policies applicable to their products, services and respective Sites.

5.2. We shall bear no responsibility or liability for the products offered or services rendered by such third parties, or the content and services provided through or by means of their respective Sites, regardless of whether such Site bears our corporate branding or not.

5.3. When you install, download, and use Cattle-iQ you may be required to accept additional terms and conditions, as well as the end-user license agreement ("EULA") of certain third - parties. While the EULA of a third-party supplier is independent from these T's and C's and establishes a separate legal relationship which you are bound by, you agree that our T's and C's along with any third- party terms and conditions and EULA, shall apply to your use of Cattle-iQ.

### **5.4. We will bear no responsibility or liability for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred:**

5.4.1. for the products offered or services rendered by such third-parties, or the content and services provided through or by means of their respective Sites, regardless of whether such Sites bear our corporate branding or not; and

5.4.2. relating to the use of, or the inability to access or use the third-party services, products or Sites, even if we are expressly advised thereof.

5.5. We make no warranties or representations whatsoever regarding the products offered or services rendered by any third party or the content or activities of such third-party Sites which may be accessed or used through or by means of the Site and the services. You acknowledge that iPlan merely facilitates your access to

such third party's products, services or Sites and does not offer the products or render the services of such third party to you.

- 5.6. These third-party Sites and advertisers, or internet advertising companies working on their behalf, sometimes use technology to send (or 'serve') the advertisements that appear on the site directly to your browser. They automatically receive your IP-address when this happens. They may also use cookies, JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of their ads and to personalise advertising content to users. Neither iPlan nor Cattle-iQ have access to or control over cookies or other features that such third parties may use, and the information processing practices of these advertisers and third-party sites are not covered by these T's and C's.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All content made available on Cattle-iQ and through the use of our Services (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software) belongs to iPlan or Cattle-iQ or is alternatively used pursuant to a licensing agreement concluded between iPlan and the third-party proprietor of such content. Any unauthorised use, alteration or dissemination of the information or content published by us is strictly prohibited.
- 6.2. You expressly acknowledge that no content or information displayed on any platforms or Cattle-iQ may be regarded or construed as granting any licence or right to any third party, including to you, to use any trademark without our prior written consent and approval.
- 6.3. You are permitted to download a copy of certain information on Cattle-iQ to your personal device, for your personal use only and provided that you do not delete or change any copyright symbol, trademark or other proprietary notice. Your use of our content in any other way infringes our Intellectual Property Rights. Except as permitted under applicable intellectual property legislation, you are not permitted to:
  - 6.3.1. copy, reproduce, republish, distribute or display any of the information on Cattle-iQ, without our prior written permission;
  - 6.3.2. use any data mining robots or other extraction tools; or
  - 6.3.3. metatag or mirror Cattle-iQ without our prior written permission.
- 6.4. We reserve the right to serve you with a notice if we become aware of your metatag or mirror Cattle-iQ without our prior written permission and we reserve the right to take appropriate legal steps in order to protect and enforce our rights.

- 6.5.** Although iPlan and Cattle-iQ has deployed reasonable technical and organisational measures to protect the information on Cattle-iQ, from time to time, you acknowledge that we cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off of Cattle-iQ.
- 6.6.** The copyright to all content published, including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
- 6.7.** All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on Cattle-iQ are either owned by us or we have a licence to use them. Your access to Cattle-iQ doesn't license you to use those marks in any commercial way without our prior written permission.
- 6.8.** Any comment, feedback, idea or suggestion ("Comments") which you provide to us through Cattle-iQ becomes our property. If in future we use your Comments in promoting Cattle-iQ or services, we won't be liable for any similarities which may appear from such use. Furthermore, by providing us with Comments you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments. If you provide us with Comments, you acknowledge that you're responsible for the content of such material including its legality, originality and copyright.

## **7. BREACH**

- 7.1.** We consider the following prohibited activities as material breaches of these T's and C's:
  - 7.1.1.** pretending to be another person;
  - 7.1.2.** transmitting material that violates, or could violate, the Intellectual Property Rights of others or the privacy of others;
  - 7.1.3.** using the services in a way that is intended to harm, or could result in harm, to you or to other users of Cattle-iQ; or
  - 7.1.4.** gathering information about others without obtaining their prior written consent.
- 7.2.** Should you engage in any of the above prohibited activities, or breach any of the provisions of these T's and C's, we will be entitled, without prejudice to any other rights we may have and without prior notice to you, to:

- 7.2.1. terminate or suspend your access to and use of Cattle-iQ and the services we offer;
- 7.2.2. restrict or limit the use of Cattle-iQ;
- 7.2.3. recover all costs and damages due to us; and
- 7.2.4. pursue any other legal recourse necessary.

## 8. LIMITATION OF LIABILITY

- 8.1. You expressly acknowledge and agree that the applicable laws governing iPlan and Cattle-iQ shall at all times be applicable to the services we offer.
- 8.2. Cattle-iQ and all content thereon, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. We make no warranty or representation as to the availability, accuracy or completeness of the content.
- 8.3. Neither iPlan, its affiliates, its directors, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content on Cattle-iQ, or any functionality thereof, or of any linked site, even if we are expressly advised thereof.
- 8.4. Neither you or any other person shall have any claim against us for any direct, consequential, incidental, indirect or special loss or damages, including, without limitation, business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of the services, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if we were negligent.
- 8.5. We therefore do not guarantee that (i) Cattle-iQ; (ii) the information, content, tools or materials included on Cattle-iQ; (iii) our servers; or (iv) that any electronic communications sent by the us will be free from viruses or other harmful components. We will not be liable for any damages of any kind arising from your use of Cattle-iQ, the services or from any information, content, tools or materials included on or otherwise made available to you through Cattle-iQ, including for direct, incidental, punitive and/or consequential damages.
- 8.6. Although we are committed to providing you with the best possible service, we shall not be responsible for:

- 8.6.1. any of the events described above;
- 8.6.2. any actions or omissions by you that result in a breach of the provisions of these T's and C's;
- 8.6.3. any links to other websites or web-applications from Cattle-iQ. You also acknowledge that we cannot control the content of, or the products offered on any third party Sites;
- 8.6.4. a denial of access to Cattle-iQ or the Services we offer, should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of Cattle-iQ or put iPlan in disrepute; or
- 8.6.5. your reliance on any of the services, information, content, tools or materials that you obtain or gain access to from Cattle-iQ.

## **9. INDEMNITY**

- 9.1. By accessing and/or engaging with Cattle-iQ and using the services we offer, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of Cattle-iQ and the Services we offer.
- 9.2. All products and Services provided through Cattle-iQ are subject to the terms and conditions relating to them at the time of finalising any transactions.

## **10. DISCLAIMERS**

- 10.1. While we take all due care in providing our Services, we don't provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose. To the extent permitted by law, any condition or warranty which would otherwise be implied into these T's and C's is excluded.
- 10.2. We also take all due care in ensuring that Cattle-iQ is free of any viruses, worms, trojan horses and/or malware, however we're not responsible for any damage to your devices which arise in connection with your use of Cattle-iQ or any linked Site.
- 10.3. The display of content via Cattle-iQ may differ depending on the device you are using, and you acknowledge and agree that we shall not be responsible for any display issues or incompatibility with certain devices.
- 10.4. We have taken all reasonable steps to ensure the uptime of Cattle-iQ however, there may be downtime from time to time due to maintenance and upgrade issues. We will not be liable if any website becomes unavailable for any reason. Where possible we will provide warnings for planned downtime.

## 11. GOVERNING LAW

- 11.1.** Cattle-iQ is controlled, operated and administered by iPlan within The Republic of South Africa. Access to Cattle-iQ from territories or countries where the use of the services provided through Cattle-iQ is illegal, is prohibited.
- 11.2.** You may not use Cattle-iQ in violation of applicable South African laws and regulations. These T's and C's shall be governed by the laws of the Republic of South Africa. If any of the provisions of these T's and C's 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 T's and C's, and the remainder of these T's and C's shall continue in full force and effect.
- 11.3.** These T's and C's, as well as any other relevant terms and conditions constitute an agreement between iPlan and yourself with regard to the use of Cattle-iQ and the Services we offer.

## 12. OUR INFORMATION AND HOW TO CONTACT US

Company Name: iPlan (Pty) Ltd

Company Address: Unit 6, Lords Office Estate, 276A West Ave, Die Hoewes, Centurion, 0163

E-Mail: [info@iplan.global](mailto:info@iplan.global)

Telephone number: +27 (87) 702 6369

## 13. PRIVACY AND DATA PROTECTION

### 13.1. Privacy Policy

To ensure that our position in relation to our data protection and privacy compliance practices are clearly communicated to you, we ask that before you share any personal data with us that you read and acknowledge the terms of our [Privacy Policy](#). In instances where we process certain personal data and such processing requires us to provide you with further information relating thereto, we will refer you to specific privacy notices which supplement the provisions of our [Privacy Policy](#).

### **13.2. Cookie Policy**

When providing the Services, we seek to make your access to such Services easy, useful and reliable. This sometimes involves placing small amounts of information on your device. These are called “cookies”. These cookies cannot be used to identify you personally and are used to improve your access to, and use of, the services

## **14. OUR PRODUCTS AND SERVICES**

The terms and conditions associated with you becoming a client or Member of iPlan or Cattle-iQ are set forth in our underlying commercial agreement with you and you accept these terms and conditions when you become a client or Member. In addition, depending on which services you make use of, specific terms and conditions will apply.