



## Terms and conditions

### **1. Contractual Relationship**

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and O-yah. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. O-yah may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

O-yah may amend the Terms related to the Services from time to time. Amendments will be effective upon O-yah posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided on Privacy Policy located on the website. O-yah may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a

complaint, dispute or conflict, which may include a loss of equipment or damage of equipment, involving you and a Third Party Provider (The owner of the equipment ) and such information or data is necessary to resolve the complaint, dispute or conflict.

## **2. The Services**

The services constitute a technology platform that enables users of O-yah websites provided as part of the service to arrange and rent equipment with independent third party providers of such services under agreement with O-yah or certain of o-yah affiliates ("Third Party Providers"). Unless otherwise agreed by O-yah in a separate written agreement with you, the services are made available solely for your personal and commercial use.

You acknowledge that O-yah does not provide, own or rent out film and media equipment services or function as a renting service and that all such services are provided by independent third party contractors who are not employed by O-yah or any of its affiliates.

Ownership.

The Services and all rights therein are and shall remain O-yah property or the property of O-yah licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner O-yah company names, logos, product and service names, trademarks or services marks or those of O-yah.

## **3. Your use of service**

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to O-yah certain personal information, such as your name, address, mobile phone number and age. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and

up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services of O-yah or termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by O-yah in writing, you may only possess one Account.

#### User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no renting out the equipment to third party without our knowledge). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

#### Text Messaging.

By creating an Account, you agree that the Services may send you informational text (SMS) and email messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) and email messages from O-Yah at any time by sending an email to [info@o-yah.com](mailto:info@o-yah.com) indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) and email messages may impact your use of the Services.

#### Promotional Codes.

O-yah may in sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that o-yah establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii)

may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by o-yah; (iii) may be disabled by O-yah at any time for any reason without liability to O-yah; (iv) may only be used pursuant to the specific terms that O-yah establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. O-yah reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that O-yah determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. O-yah does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### **4. Payment**

All Charges are due immediately and payment will be facilitated by O-yah using the preferred payment method designated in your Account, after which O-yah will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that O-yah may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided.

## **5. Insurance**

1. Any loss or damage to the Equipment is covered by the Insurance. Any loss or damage must be reported in person or telephonically by the Hiree followed by a report in writing. The Hiree shall be responsible for the excess payable at claim stage for any loss that may occur;
2. If any Equipment or part thereof is lost or stolen, the Hiree is responsible for continuing hire charges until the replacement value of the Equipment is paid in full to the Company;
3. If damages occur to any Equipment due to the negligence on the part of the Hiree or to any accident, full hire charges remain applicable until repairs are effected. The Company undertakes to procure these repairs at the Hiree's expenses as soon as the Company can reasonably arrange to do so.

## **6. The Hiree agrees to:**

1. Keep the Equipment properly housed and sheltered and shall be responsible for any loss or damage to the Equipment if not kept under these conditions. Should the Hiree be found to be negligent whilst in possession of the Equipment all cover offered by the Insurance shall be waived and the Hiree will be responsible for the entire loss or damage;
2. Ensure that protective cases and protective filters remain on any Equipment at all times;
3. Indemnify the Company against all claims for damages to property or persons, whilst using the Equipment;
4. Return the Equipment to the Company in the same good condition as at the commencement of the hire.

## **7. Government regulations and laws**

The Hiree shall be responsible for compliance with all regulations issued by the South African Government, Provincial Authorities or any other Authorities whilst using the Equipment . No unlawful use of the Equipment is permitted.