

Terms and Conditions for the Awe Initiative Service

1. Introduction

These terms and conditions ("Terms") govern your use of the Awe Initiative service ("Service"), including the Awe Initiative websites ("Sites") and any mobile applications ("Apps") developed by the Awe Initiative team. By using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you must immediately stop using the Service.

2. Eligibility

You must be at least 16 years old to use the Service. If you are under 16 years old, you may use the Service only with the involvement of a parent or legal guardian. By using the Service, you represent and warrant that you are at least 16 years old or have the involvement of a parent or legal guardian.

3. Registration and Account Security

To use certain features of the Service, you may need to register for an account. When you register for an account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify us immediately of any breach of security or unauthorized use of your account.

4. Use of the Service

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- In any way that violates any applicable federal, state, local or international law or regulation
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation
- To impersonate or attempt to impersonate the Awe Initiative, a Awe Initiative employee, another user, or any other person or entity

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Awe Initiative or users of the Service or expose them to liability

5. Intellectual Property

- The Service and all its components, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are the property of the Awe Initiative, its licensors, or other providers of such material, and are protected by South African and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms allow you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, except as follows:
 - Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials
 - You may store files that are automatically cached by your Web browser for display enhancement purposes
 - You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution

If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end-user license agreement for such applications.

6. Disclaimers

The Service is provided "as is" and "as available" without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchants and our Partners.

7. User Conduct and Responsibilities

By accessing or using the Awe Service, you agree to comply with the following user conduct and responsibilities:

- a) You will use the Awe Service only for lawful purposes and in accordance with these Terms.

b) You will not use the Awe Service in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

c) You will not use the Awe Service for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

d) You will not use the Awe Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

e) You will not impersonate or attempt to impersonate Awe, an Awe employee, another user, or any other person or entity.

f) You will not engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Awe Service, or which, as determined by Awe, may harm Awe or users of the Awe Service or expose them to liability.

g) You will not use any robot, spider, or other automatic device, process, or means to access the Awe Service for any purpose, including monitoring or copying any of the material on the Awe Service.

h) You will not use any manual process to monitor or copy any of the material on the Awe Service, or for any other purpose not expressly authorized in these Terms, without our prior written consent.

i) You will not introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

j) You will not attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Awe Service, the server on which the Awe Service is stored, or any server, computer, or database connected to the Awe Service.

k) You will not attack the Awe Service via a denial-of-service attack or a distributed denial-of-service attack.

l) You will not use the Awe Service to collect or harvest any personally identifiable information, including account names or email addresses, or to scrape, spider, or crawl any Awe pages or use any other unauthorized means to collect data.

m) You will not encourage or promote any activity that violates these Terms.

n) You will comply with all applicable laws, rules, and regulations when using the Awe Service.

Awe reserves the right to terminate your access to the Awe Service, without notice or liability, for any or no reason, including if you breach any of these Terms. Awe also reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

8. Limitation of Liability

8.1 The Awe Initiative shall not be liable to the User for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, the Awe Service, the Awe Platform, or any content or materials provided through the Awe Service or the Awe Platform.

8.2 In no event shall the Awe Initiative be liable to the User for any indirect, incidental, special, consequential, or punitive damages, including without limitation loss of profits, loss of business or goodwill, loss of use, data, or other intangible losses, arising out of or in connection with the use of, or inability to use, the Awe Service, the Awe Platform, or any content or materials provided through the Awe Service or the Awe Platform.

8.3 The Awe Initiative shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

9. Indemnification

9.1 The User agrees to indemnify, defend, and hold harmless the Awe Initiative, its affiliates, and their respective officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to the User's violation of these Terms and Conditions or the User's use of the Awe Service, including, but not limited to, any use of the Awe Service's content, services, and products other than as expressly authorized in these Terms and Conditions.

10. Governing Law and Jurisdiction

10.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the jurisdiction in which the Awe Initiative is registered.

10.2 Any legal suit, action, or proceeding arising out of or related to these Terms and Conditions or the Awe Service shall be instituted exclusively in the jurisdiction in which the Awe Initiative is registered.

11. Entire Agreement

11.1 These Terms and Conditions, together with the Privacy Policy and any other documents incorporated herein by reference, constitute the entire agreement between the User and the Awe Initiative regarding the use of the Awe Service and supersede all prior or contemporaneous understandings and agreements, whether written or oral, between the User and the Awe Initiative regarding such use.

12. Contact Information

12.1 If the User has any questions about these Terms and Conditions or the Awe Service, please contact the Awe Initiative at support@aweinitiative.co.za.