

explorerBi General Terms of Use

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1. Acceptance of the Terms of Use

The following terms and conditions, together with any referenced documents (collectively, "Terms of Use") form a legal agreement between you and ExplorerBi. ("ExplorerBi," "we," "us" and "our"). The Terms of Use apply to the – Realtor services available on the SaaS where these Terms of Use are presented, including any ExplorerBi Intellectual Property (as defined below) therein (the "explorerBi").

By accessing or using the ExplorerBi, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you represent that you have read and understood, and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not use the ExplorerBi.

Personally, identifiable information collected about you by this ExplorerBi is treated in accordance with the Privacy Policy, which is hereby incorporated into these Terms of Use by reference. If you do not agree to these Terms of Use or the Privacy Policy, you must not accept these Terms of Use or access the ExplorerBi.

2. Access

We reserve the right to terminate or modify the ExplorerBi in whole or in part, in any manner at our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the ExplorerBi is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the ExplorerBi to a subset of permitted users. You are solely responsible for making all arrangements necessary for you to access the ExplorerBi.

You shall use the ExplorerBi exclusively to test and evaluate the ExplorerBi product and service, and you shall access it only through the registration portal, regardless of any previous registration or access. To access portions of the ExplorerBi or certain resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the ExplorerBi, and you hereby represent and warrant, that all information you provide is correct, current and complete. You must log out from the ExplorerBi at the end of each session. You agree that you are solely responsible to us for all activities identified with your access and registration. ExplorerBi has the absolute right to disable any user name or password, at any time, for any reason, including, if in our sole discretion we believe that you have failed to comply with any provision of these Terms of Use.

3. Data Visible to Other Users

The ExplorerBi is a collection of shared instances that automatically reset on a timed schedule. Anything input by a user of the ExplorerBi that remains on an instance following your use will be visible and usable to all other users that access the same instance before it is reset. In addition to the rights provided to ExplorerBi above, you hereby grant to all users of the ExplorerBi a royalty-free, fully-paid, non-exclusive, non-transferable, sub-licensable, worldwide right to use any data and intellectual property provided by you to each other user of the ExplorerBi solely to use the ExplorerBi as described herein.

4. Prohibited Uses

You agree not to access or use (and shall not permit others to access or use) the ExplorerBi or 80Degreeswest Intellectual Property in any manner:

Other than for product evaluation purposes, approved product operational use.

If you become aware of any violation of these Terms of Use by any person, including other users or third parties, you shall immediately notify ExplorerBi via e-mail to info@explorerBi.com.

5. Intellectual Property

As between, you and ExplorerBi, all rights, title and interest in and to all the intellectual property rights in the ExplorerBi Intellectual Property are claimed exclusively by ExplorerBi and 80DegreesWest (Pty)Ltd, notwithstanding any other provision in these Terms of Use or any other agreement

6. Monitoring, Enforcement and Feedback

The ExplorerBi is a shared environment. ExplorerBi has the right but not the obligation to: Terminate your access to all or part of the ExplorerBi for any reason or no reason, in our sole discretion, including without limitation any violation of these Terms of Use or the Privacy Policy.

Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the ExplorerBi.

Without limiting the foregoing, ExplorerBi has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone including any materials on or through the ExplorerBi. YOU WAIVE AND HOLD EXPLORERBI / 80DEGREESWEST HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY EXPLORERBI / 80DEGREESWEST DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER EXPLORERBI / 80DEGREESWEST OR LAW ENFORCEMENT AUTHORITIES.

ExplorerBi can neither review all material before it is included on the ExplorerBi nor ensure prompt removal of objectionable material after it has been posted and assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third parties. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this paragraph.

7. Feedback & Suggestions

Direct feedback, comments, suggestions, requests for support and other communications relating to the ExplorerBi to: info@explorerBi.com. ExplorerBi shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right and license to make, use, sell, offer for sale, import or otherwise incorporate for any purpose, any feedback, and suggestions for improvements or enhancements to the ExplorerBi and the ExplorerBi Products.

8. Legal Considerations

Regional Legal Considerations

The owner of the ExplorerBi is based in Cape Town South Africa. The ExplorerBi can be accessed from countries around the world. Access to the ExplorerBi may not be legal by certain persons or in certain countries. If you access the ExplorerBi from outside South Africa, you do so on your own initiative and are responsible for compliance with local laws. Access to the ExplorerBi from territories where the ExplorerBi or any of its services or products are illegal is prohibited. You acknowledge that you remain responsible at all times for your compliance.

9. Disclaimer of Warranties

ExplorerBi cannot and does not promise or warrant that any aspect of the ExplorerBi is free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the explorerBi or any services or items obtained through the explorerBi or to your downloading of any material posted on it, or on any website linked to it.

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ExplorerBi hereby disclaims all warranties of any kind, either express or implied, statutory or otherwise, with respect to the explorerBi and the website content, including but not limited to any warranties of merchantability, non-infringement and fitness for a particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

10. Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and ExplorerBi with respect to the ExplorerBi and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the ExplorerBi. For the avoidance of doubt, these Terms of Use do not supersede any Master Ordering Agreement, subscription agreement or other agreement pursuant to which you have been granted the right to use or access an ExplorerBi