

## Overview

Welcome to the CrewPass website or mobile properties, including related applications (collectively, this "Website"). This Website is provided solely to assist retired and active airline staff in gathering restaurant discount information, special staff discounts, sharing of information relating to travel, and for no other purposes. The terms "we", "us", "our" and "CrewPass" refer to CrewPass (Pty) Ltd, and our corporate affiliates and websites (collectively, "CrewPass"). The term "you" refers to the customer visiting the Website and/or contributing content on this Website.

This Website is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, and notices set forth below (collectively, the "Agreement"). By accessing or using this Website in any manner, you agree to be bound by the Agreement and represent that you have read and understood its terms. Please read the Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept the Agreement, you are not authorised to use this Website.

We may change or otherwise modify the Agreement in the future in accordance with the Terms and Conditions herein, and you understand and agree that your continued access or use of this Website after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to the Agreement at the bottom of this page, and any revisions will take effect upon posting. We will notify our members of material changes to these terms and conditions by either sending a notice to the email address provided to us at registration or by placing a notice on our Website. Be sure to return to this page periodically to review the most current version of the Agreement.

CrewPass only allows customers onto the website who have agreed to the terms and conditions. As such, customers will be presented a dialog at initial login with the option to agree to these terms and conditions. In the event of a change to the terms and conditions, this dialog will be presented again. CrewPass logs through a user management system if a user has agreed to these terms and conditions.

## Use of the Website

As a condition of your use of this Website, you warrant that (i) all information supplied by you on this Website is true, accurate, current and complete, (ii) if you have a CrewPass account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (iii) you are 16 years of age or older in order to register for an account and contribute to our Website and (iv) you possess the legal authority to enter into this Agreement and to use this Website in accordance with all terms and conditions herein.

CrewPass does not knowingly collect the information of anyone under the age of 13. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement. Copying, transmission, reproduction, replication, posting or redistribution of the Website Content or any portion thereof is strictly prohibited without the prior written permission of CrewPass.

Copying, transmission, reproduction, replication, posting or redistribution of the Website Content or any portion thereof is strictly prohibited without the prior written permission of CrewPass. To request permission, you may contact CrewPass as follows:

CrewPass (Pty) Ltd  
27 Barrydale Road  
Port Elizabeth  
SOUTH AFRICA  
6070

## **Prohibited Activities**

The content and information on this Website (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such content and information, is proprietary to CrewPass. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website.

Additionally, you agree not to:

1. Use this Website or its contents for any commercial purpose;
2. Access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
3. Violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
4. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
5. Deep-link to any portion of this Website for any purpose without our express written permission;
6. "Frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization; or
7. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by StaffTraveler in connection with the Website or the services.

## **Privacy Policy & Disclosures**

The privacy provisions in these general terms and conditions correspond to the Privacy Policy as also separately applied and published on the CrewPass website.

CrewPass respects the privacy of every Visitor and ensures that the personal data of the Visitor are treated confidentially and with care.

The details of the Visitor will be saved and used by CrewPass to ensure that the supply of Products and associated services runs as quickly and smoothly as possible and thus to perform any agreement. The Website subsequently recognises the Visitor for this purpose by means of a cookie. By accepting these general terms and conditions, the Visitor hereby gives consent for the use of cookies insofar as necessary.

The details of the Visitor to a Website will also be saved and used insofar as the Visitor has registered for the website, the sharing of data in a social medium environment, such as Facebook or Twitter, and the sending of a newsletter. The details will also be used:

1. To provide information in response to questions asked by the Visitor;
2. To send material, a Product or information requested or purchased by the Visitor;
3. To notify the Visitor about campaigns, competitions or contests;
4. To adapt the information on the Website for the Visitor;
5. For the administrative handling of transactions and payments;
6. For fraud and infringement prevention; and for any other statutory purpose, such as a request from the authorities or police.

The Website may use the details of the Visitor to recommend other Products to the Visitor that tie in with earlier purchases. Data about the use of the Website will be used by CrewPass for the further development and improvement of the Website.

The Visitor's username, password, name, profile picture, address, town/city, date of birth, gender, telephone number, mobile telephone number and e-mail address may be recorded and saved by an CrewPass and used for Product purchases on the Website.

By registering on the Website, the Visitor gives consent for CrewPass or its affiliated third parties to send him/her information by e-mail or post. CrewPass will not sell this information to a third party, nor use the details for marketing purposes by third parties, unless the Visitor has given his consent by approving via a opt-in option. The information that CrewPass requests, or will request in future, from the Visitor is not the same each time and may differ according to the use thereof on the Website.

#### Requests, Reviews, Comments and use of other Interactive areas

We appreciate hearing from you. Please be aware that by submitting content ("Submissions") to this website by email, request response, postings on this Website or otherwise, including questions, comments, suggestions, ideas or the like, you grant CrewPass and its affiliates a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised, for any purpose; and (b) use the name that you submit in connection with such Submission, unless you have specifically chosen anonymity.

You acknowledge that CrewPass may choose to provide attribution of your comments, reviews or requests at our discretion. You further grant CrewPass the right to pursue at law any person or entity

that violates your or CrewPass' rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary.

CrewPass does not edit or control the User Messages posted to or distributed on this Website including through any chat rooms, bulletin boards or other communications forums, and will not be in any way responsible or liable for such User Messages. CrewPass nevertheless reserves the right for any reason in its sole discretion to remove without notice any User Messages and/or Site Content.

This Website may contain discussion forums, bulletin boards, review services or other forums in which you or third parties may post load information or other content, messages, materials or other items on this Website ("Interactive Areas"). If CrewPass provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through this Website any of the following:

1. Any message, data, information, text, music, sound, photos, graphics, code or any other material ("Content") that is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, or advocates harassment of another person, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
2. Content that is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
3. Content that would constitute, encourage, promote or provide instructions for a conduct of an illegal activity, criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of any of securities exchange, including but not limited to, the New York Stock Exchange (NYSE), the NASDAQ, or the London Stock Exchange;
4. Content that provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
5. Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. In particular, content that promotes an illegal or unauthorized copy of another person's copyrighted work;
6. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including CrewPass;
7. Unsolicited promotions, mass mailings or "spamming", transmission of "junk mail", "chain letters", political campaigning, advertising, contests, raffles, or solicitations;
8. Content containing commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
9. Private information of any third party, including, without limitation, surname (family name) addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
10. Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
11. Viruses, corrupted data or other harmful, disruptive or destructive files;

12. Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
13. Content or links to content that, in the sole judgment of CrewPass, (a) violates the previous subsections herein, (b) is objectionable, (c) which restricts or inhibits any other person from using or enjoying the Interactive Areas or this Website, or (d) which may expose CrewPass or its affiliates or its users to any harm or liability of any type.
14. Content that has not be authorized for redistribution by your employer or relevant provider of such content.

CrewPass takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is CrewPass liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, CrewPass is not liable for any statements, representations or Content provided by its users in any public forum, personal home page or other Interactive Area. Although CrewPass has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, CrewPass reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any Content posted or stored on this Website at any time and for any reason, or to have such actions performed by third parties on its behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or store on this Website at your sole cost and expense.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Content by CrewPass or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Content; and (d) you forever release CrewPass, and its licensees, successors and assigns, from any claims that you could otherwise assert against CrewPass by virtue of any such moral rights.

Any use of the Interactive Areas or other portions of this Website in violation of the foregoing violates the terms of this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or this Website.

## **Indemnification**

You agree to defend and indemnify CrewPass and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

1. Your breach of this Agreement or the documents referenced herein;
2. Your violation of any law or the rights of a third party; or
3. Your use of this Website.

## **Links to Third-party sites**

This Website may contain hyperlinks to websites operated by parties other than CrewPass. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. In some cases, you may be asked by a third party site to link your profile on CrewPass to a profile on another third party site. Choosing to do so is purely optional, and the decision to allow this information to be linked can be disabled (with the third party site) at any time.

## **Software available on this website**

Unless otherwise specified, the materials on the websites are presented solely to provide information regarding and to promote CrewPass services, websites, partners and other products available in the South Africa, its territories, possessions and protectorates. The CrewPass websites are controlled and operated by CrewPass from its offices in South Africa. CrewPass makes no representation that materials on the CrewPass websites are appropriate or available for use outside of South Africa. Those who choose to access the CrewPass website from outside of South Africa do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable.

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### Notice and Take-Down Policy for illegal content

CrewPass operates on a "notice and takedown" basis. If you have any complaints or objections to material or content including User Messages posted on this Website, or if you believe that material or content posted on this Website infringes a copyright that you hold, please contact us immediately. Once this procedure has been followed CrewPass will make all reasonable endeavors to remove illegal content within a reasonable time.

### Modifications

CrewPass may change, add or delete these Terms and Conditions or any portion thereof from time to time in its sole discretion where it deems it necessary for legal, general regulatory and technical purposes, or due to changes in the services provided or nature or layout of the Website. Thereafter, you expressly agree to be bound by any such amended Terms and Conditions.

CrewPass may change, suspend or discontinue any aspect of the CrewPass service at any time, including availability of any feature, database or content. CrewPass may also impose limits on certain features and services or restrict your access to all or parts of the Website or any other CrewPass web site without notice or liability for technical or security reasons, to prevent against unauthorized access, loss of, or destruction of data or where we consider in our sole discretion that you are in breach of any provision of these Terms and Conditions or of any law or regulation and where it decides to discontinue providing a service.

YOUR CONTINUED USE OF CREWPASS NOW, OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

## Jurisdiction and Governing Law

This Website is operated by a South African entity and this Agreement is governed by the laws of South Africa and in line with the POPI Act (Protection of Personal Information). You hereby consent to the exclusive jurisdiction and venue of courts in Cape Town, South Africa and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of this Website. You agree that all claims you may have against CrewPass arising from or

relating to this Website must be heard and resolved in a court of competent subject matter jurisdiction located in South Africa. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.

## **Additional mobile licenses**

Portions of CrewPass mobile software may use copyrighted material, the use of which CrewPass acknowledges. In addition, there are specific terms that apply to use of certain CrewPass mobile applications.

## **General provisions**

You agree that no joint venture, agency, partnership, or employment relationship exists between you and the CrewPass (Pty) Ltd and/or affiliates as a result of this Agreement or use of this Website.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Website within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and CrewPass with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and CrewPass with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms and Conditions are available in the language of the Website. The specific Terms and Conditions under to which you signify your agreement will not be individually stored by CrewPass.

The Website may not always be updated on a periodic or regular basis and consequently is not required to register as editorial product under any relevant law.

Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

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## **Contact us**

For answers to your questions, you can write to us at:

CrewPass (Pty) Ltd  
27 Barrydale Road  
Port Elizabeth  
SOUTH AFRICA  
6070