

Introduction

When you use the FutureShift website or application to utilise the services offered (“the Services”), ***you are deemed to have read, understood and agreed to these terms as unmodified by you.*** Should you not agree to these terms do not continue to use the FutureShift Services.

Important clauses that limit our responsibility or involve some risk for you may be in bold and italics. You must pay special attention to these clauses.

These Terms and Conditions include the Website Terms and Conditions of Use, the Privacy Policy, the Copyright Notice and various policies listed here <https://mentalwellbeingpartners.com/privacy-policy/> (collectively “the Terms”). Please make sure you read and understand these policies which deal with various aspects of our relationship with you including how we deal with your personal information and reviews.

No sales representative, affiliate, dealer, agent, officer or employee of FutureShift has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification. These Terms cannot be changed by you and our activation or provision of any services to you does not indicate our acceptance of any changes made by you to our Terms.

Our Services are directed to people over the age of 18 residing in South Africa. The information provided via our Services is not intended for distribution or use by any person or entity in any other jurisdiction or country where such distribution or use would be contrary to the law or regulation or which subject us to any registration requirement within such jurisdiction or country.

If you are under the age of 18, you are not permitted to register for or use the Services.

Definitions

Business Day means Monday to Friday, but excludes a day which is an official public holiday in the Republic of South Africa;

Business Hours means the hours between 08h30 and 17h00 on a Business Day;

Effective Date means the date on which you accepted the terms and conditions for a service or product, be that in writing or by way of electronic medium, for example by clicking “I agree” on a web page or via your mobile phone, including telephonic acceptance;

ECT Act means the Electronic Communications and Transactions Act, 2002;

Intellectual Property Rights means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978;

Marks means any trademarks, logos, brand names, domain names or other marks of FutureShift;

FutureShift, we, us and our means Mindful Revolution (Pty) Limited, Registration **201408529807** ;

Conclusion of Agreement and ECT Act

You warrant that you have the contractual capacity to enter into these Terms with us. If the Terms are signed by a person acting in a representative capacity on behalf of you, the signing party hereby warrants that all of the information relating to the entity, partnership, association or other person whom he/she represents and which he/she has supplied to FutureShift at any time will be true, accurate and complete. FutureShift reserves the right to treat all misrepresentations by you as a

fraud and you indemnify FutureShift against any loss or damage that FutureShift may sustain resulting from such misrepresentation.

The provisions of the ECT Act, apply to transactions and communications that are executed electronically by a natural person. It does not apply to juristic persons or paper based transactions, e.g. where you apply for a service or product by completing an agreement in writing.

You acknowledge that FutureShift will provide you with an opportunity in respect of all electronic transactions to:

- review the entire electronic transaction;
- correct any mistakes; and
- withdraw from the transaction, before finally placing the order.

FutureShift is in terms of section 43 of the ECT Act required to make its contact details, its domicilia citandi et executandii and certain other information available to you when you enter into electronic transactions with FutureShift. This information is available on our Website.

Use of the Services

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us in writing.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to compile a database or directory without written permission from us
- Circumvent, disable or otherwise interfere with security- related features of the Services, including features that prevent or restrict the use of copying of any content or enforce limitations on the use
- Engage in unauthorized framing or linking to the Services
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services, or submit false reports of abuse or misconduct
- Engage in any automated use of the system, such as using scripts to send comments or messages or using any data mining tools, robots, or similar data gathering and extraction tools
- Interfere with, disrupt, or create an undue burden on the Services or the networks and services connected to the Services
- Attempt to impersonate another user or person, or use the username of another user
- Sell or otherwise transfer your profile
- Use any information obtained from the Services in order to harass, abuse or harm another person
- Use the Services or our content as part of any effort to compete with us or to create a revenue generating endeavor or commercial enterprise
- Decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Services
- Attempt to access any portions of the Services that you are restricted from accessing
- Harass, annoy, intimidate or threaten any of our employees, agents or other users
- Delete the copyright or other proprietary rights notice from any of the content
- Copy or adapt the Services's software, including but not limited to Flash, Python, JavaScript or other code
- Upload or transmit (or attempt to upload or transmit) viruses, or any material that acts as a passive or active information collection or transmission mechanism

- Use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools
- Disparage, tarnish or otherwise harm, in our opinion, us and/or the Services
- Use the Services in a manner inconsistent with any applicable laws or regulations
- Threaten users with negative feedback or offering services solely to give positive feedback to users
- Misrepresent experience, skills or information about a User
- Advertise products or services not intended by us
- Falsely imply a relationship with us or another company with whom you do not have a relationship

Content you provide to us

The Services may now or in the future include functionality to permit the submission of Content at the direction of users of the Services ("User Content") and the hosting, sharing, and/or publishing of such User Content. You understand that whether or not such User Content is published, we do not guarantee any confidentiality with respect to any submissions.

You shall be solely responsible for User Content you submit and the consequences of our posting or publishing such User Content. In connection with any User Content you submit, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Services and these Terms of Use; and (ii) you have the express consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Services and these Terms. By submitting the User Content to us, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the User Content in connection with our provision of the Services and our (and our successors') business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Services a non-exclusive license to access your User Content through the Services, if you have permitted such access through your account settings, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content as permitted through the functionality of the Services and under these Terms of Use. We may maintain copies of any User Content for purposes of backup, security, or maintenance, or as required by law.

In connection with User Content, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; or (v) impersonate another person. We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content. We do not permit copyright infringing activities and infringement of intellectual property rights in connection with the Services, and we will remove all Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights. We may remove any Content and User Content without prior notice. We may also terminate your access to the Services, if you are determined to be a repeat infringer. A repeat infringer is anyone who has been notified of infringing activity more than once and/or has had any

User Content removed from the Services more than twice. We also reserve the right to decide whether Content or User Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. We may remove such User Content and/or terminate your access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

If you wish to complain about User Content uploaded by other users please contact us at

Our Content

Unless otherwise indicated, all content in the Services including source code, database, functionality, software, website, designs, audio, video, text, photography, and graphics (Our Content) are owned or licensed to us, and we are protected by copyright and trade mark laws.

Except as expressly provided in these Terms, no part of Our Content may be copied reproduced, aggregated republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Services, you are granted a limited license to access and use Our Content and to download or print any portion of the Content to which you have properly gained access solely for your personal non-commercial use.

We shall (a) prepare Our Content with reasonable skill and care; (b) use industry standard virus detection software to try to block the uploading of content to the site that contains viruses.

All content is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content provided via the Services.

Link to third party content

There may be links provided as part of our Services to third-party content. We do not have any influence or control over any such third-party website or application. We are not responsible for and do not endorse any third-party websites or applications or their availability or content.

We accept no responsibility for adverts contained in the Services. If you agree to purchase goods and/or services from any third party who advertises through the Services, you do so at your own risk. The advertiser, and not us, is responsible for such goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.

No Medical Advice

The Services do not contain or constitute, and should not be interpreted as, medical advice or opinion. Your use of the Services does not create a doctor-patient relationship between you and FutureShift. By using the Services, you acknowledge and agree that the information contained therein, including information from medical professionals, is intended solely for general educational purposes. Always seek the advice of your physician or other qualified health provider for any questions you may have regarding your medical condition, or prior to starting any new treatment.

IN THE EVENT OF A MEDICAL EMERGENCY: If you think you may have a medical emergency, call 10111 or your healthcare provider immediately!

Mobile Application

If you access the Services via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this license.

You will not:

- Reverse engineer, decompile or otherwise try to discover the source code of the software/application unless you have first written to us requesting interoperability information and we have failed to provide you with that information or if we have failed to offer to provide you with interoperability information on reasonable conditions;
- Make any modification, adaptation, improvement enhancement, translation or derivative work from the application;
- Breach any applicable laws, rules or regulations in connection with your access or use of the application;
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trade mark) posted by us or the licensors of the application;
- Use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- Make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- Use the application for creating a product, service or software that is, directly or indirectly competitive with or in any way a substitute for the application;
- Use the application to send automated queries to any websites or to send any unsolicited commercial e-mail; or
- Use the proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an App Distributor) to access the services:

- The license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the user rules set forth in the application App Distributor terms of service;
- We are responsible for providing any maintenance and support services with respect to the mobile application as specified in these Terms and Conditions or as otherwise required under applicable law. You acknowledge each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
- In the event of any failure of the mobile application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, an App Distributor will have no warranty obligation whatsoever with respect to the mobile application.
- You represent and warrant that (1) you are not located in a country that is subject to U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;
- You must comply with applicable third-party terms of agreement when using the mobile application, e.g. If you have a VoIP application, then you must not be in breach of their wireless data service agreement when using the mobile application and

- You acknowledge and agree that the App Distributors are third party beneficiaries of these Terms, and that each App Distributor will have the right) and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

Pricing and Payment

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges. However, should there be any errors of whatsoever nature, we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save — in the case of any incorrect purchase price — to the extent of refunding you for any amount already paid.

We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

Payment can be made via –

1. Credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the Services will be cancelled. **You warrant that you are fully authorised to use the credit card supplied for purposes of paying for the Services. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the Services procured;**
2. Instant EFT via Payfast; and
3. Zapper via PayGenius

Please note that you will be billed in South African Rand (ZAR).

You may contact us via email at to obtain a full record of your payment. We will also send you email and SMS communications about your order and payment.

Once you have selected your payment method and you accept these Terms, you will be directed to a link to a secure site for payment of the applicable purchase price for the Services.

Please note that the relevant payment service provider's terms will apply to the payment in addition to our Terms.

User Name and Password

You will need a user name and password in order to enable you to gain access to and/or use a service. You will not be able to access and/or use a service without a user name and password.

You agree that:

- you will use your user name and password for your own personal use only;
- you will not disclose your user name and password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;
- in the event that your password is compromised, you will immediately notify FutureShift and change your password;
- ***you, as the holder of the user name and password acknowledge you are solely responsible for all payments in respect of a service charged to you, irrespective of whether the service has been utilized or is being utilized by you or not and accordingly the entire amount outstanding on your account will be deemed to have arisen from (or relate to) your access to and/or use of the Services;***
- ***you agree to cause all persons who use any Services under your account or with your authorization to comply with these Terms and acknowledge that the acts or omissions of***

all persons who use services under your account or with your authorization will be treated for all purposes as your acts or omissions;

- you will not attempt to circumvent FutureShift 's user authentication processes or engage in attempts to access FutureShift 's network where not expressly authorised to do so.
- FutureShift may offer a password reminder service. We will send your password to your registered email address or cell phone number should you have forgotten your password. Subscription to this service is voluntary. Password reminders will only be sent to your registered details and should such details change it is your responsibility to notify us thereof and to update your details. **We will not be responsible for any loss arising due to a third party gaining access to your password through your use of this password reminder service and accordingly you indemnify us from any loss you may suffer as a result thereof.**

Marketing and Operational Messages

FutureShift is committed to protecting your privacy and your personal information. We only want to provide you with information that you want to receive and in the manner you want to receive it. Please make sure you read our privacy and data collection policies.

We will use your information to send you important operational and service messages, for example providing you with information requested by you in an enquiry or notifying you when your order is being processed. These details will not be used for marketing or promotions unless you let us know that you want to receive this information.

Please do not mark these operational and service messages as spam as you will not be able to receive messages relating to your enquiries or orders.

Service Delivery and Interruptions

FutureShift will use reasonable endeavours to make its Services available to you, and to maintain the availability thereof for use by you. However, we provide the Services "as is" and "as available" and **do not warrant or guarantee that the Services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements.**

Breach

Should you be in breach of any provision of this agreement FutureShift shall be entitled, without prejudice to any other rights that it may have and without notice to you, to forthwith suspend or access to the service and bar you from utilising same.

Warranties and Indemnity

You hereby warrant the following:

- ***You have the right to enter into these Terms; and***
- ***All information provided by you is accurate and true in all material respects.***

You hereby indemnify FutureShift unconditionally and irrevocably and agree to hold FutureShift harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by FutureShift or instituted against FutureShift as a result of (without limitation):

- ***your use of our Services;***
- ***your failure to comply with these terms and a provision of any agreement concluded between us;***

- **any unavailability of, or interruption in the Services;**
- **any other cause whatsoever relating to our provision of Services to you.**

Disclaimer

The statements used in our Services have not been evaluated by a medical professional. All Services sold by FutureShift are not intended to diagnose prevent treat or cure any disease. Please contact your medical provider before using these Services.

Limitation of Liability

To the extent permitted by applicable law, FutureShift shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to these Terms, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal finally determines, notwithstanding the limitation contained in this clause, that FutureShift is liable to you for any damages, FutureShift liability to you for any damages howsoever arising shall be limited to the amount of R1000.00 (one thousand rand) only.

General

Amendments: FutureShift reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our website. Please note that you will be given an opportunity to read our terms and conditions and are required to accept our terms and conditions each time you use our service.

Intellectual Property: Nothing contained in this agreement shall, unless the contrary is expressly stated elsewhere in this agreement, be construed as an express or implied license of, or transfer of any rights in or to, any copyright, trademark, trade names, logos, devices, patents or other intellectual property owned or used by each party and each party shall respectively retain all such rights.

Whole Agreement: This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

Non-Variation: No addition to, variation of, or agreed cancellation of, this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

Waiver: No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

Thank you for using and supporting FutureShift and we hope you enjoy your experience with us!