

RENDERHUBB TERMS OF SERVICE

Effective Date: 1 May 2025

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use RenderHubb, and what we expect from you.

These Terms of Service reflect how RenderHubb operates, the laws that apply to our platform, and the values we uphold. They define the relationship between RenderHubb and you as you interact with our services. Understanding these terms is important because, by accessing or using our platform, you are agreeing to these terms.

What's Covered in These Terms

These Terms of Service cover the following key topics:

- What you can expect from us — how we provide, maintain, and develop the RenderHubb platform.
- What we expect from you — the rules and responsibilities for all users.
- Content on RenderHubb — intellectual property rights relating to ads and other content.
- Subscriptions and payments — how advertising fees, plans, and billing work.
- In case of problems or disagreements — your legal rights and our remedies.

Besides these terms, we also publish a Privacy Policy. We encourage you to read it to understand how we collect, use, and protect your information.

1. Service Provider

RenderHubb is operated by:

RenderHubb (Pty) Ltd
Windhoek, Namibia

RenderHubb is a digital advertising platform connecting local businesses with their immediate communities through targeted, location-based advertisement distribution. When we say "RenderHubb," "we," "us," or "our," we mean RenderHubb (Pty) Ltd and its affiliates.

2. Age Requirements

You must be at least 18 years old to create a RenderHubb account or subscribe to our advertising services. If you are under 18, you may not register an account or post advertisements on the platform.

By creating an account, you confirm that you are 18 years of age or older, or that you are accessing the platform under the supervision of a parent or legal guardian who agrees to be bound by these terms on your behalf.

3. Your Relationship with RenderHubb

RenderHubb grants you access to the platform subject to your compliance with these terms. Different users have different roles and corresponding rights and responsibilities:

Visitors: Non-registered users who browse publicly available advertisement listings.

Frontend Users (Seekers): Registered users who search for local services or products advertised on the platform.

Subscribers (Advertisers): Registered businesses or individuals who pay to post advertisements targeting local communities.

Administrators: RenderHubb staff who manage the platform, content, and subscriber accounts.

4. What You Can Expect from Us

4.1 Platform Services

RenderHubb provides the following services subject to these terms:

- A web-based platform where businesses can post location-targeted advertisements.
- A search and browsing interface for community members to discover local services and products.
- Subscription management tools for advertisers to create, manage, and track advertisements.
- Analytics dashboards enabling subscribers to measure advertisement performance.
- An administrative dashboard for managing platform content and subscriber accounts.
- Integrated payment processing for subscription and advertising fees.

4.2 Development and Improvement

We continuously work to improve RenderHubb. As part of this, we may add or remove features, increase or decrease platform limits, and introduce or retire services. Where updates affect core functionality, we will endeavour to notify you in advance.

If we make material changes that negatively affect your use of our services, or if we discontinue a service, we will provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security issues.

4.3 Location-Based Advertising

Advertisements posted on RenderHubb are distributed to users within the advertiser's defined local community. While we strive for accurate targeting, we do not guarantee that your advertisement will reach a specific number of users or achieve particular business outcomes.

5. What We Expect from You

5.1 Follow These Terms

Your permission to access and use RenderHubb continues as long as you comply with these terms and any service-specific policies we publish. We also make help resources and policies available to answer common questions about using the platform.

5.2 Respect Others

RenderHubb is a community platform. You must maintain a respectful environment by adhering to the following rules of conduct:

- Comply with all applicable laws, including Namibian consumer protection, advertising standards, and data protection laws.
- Respect the rights of others, including privacy and intellectual property rights.
- Do not abuse, harm, harass, bully, defame, stalk, or threaten other users.

- Do not mislead or defraud other users or misrepresent your business, products, or services.
- Do not impersonate another business, individual, or RenderHubb staff.

5.3 Advertiser Responsibilities

As a Subscriber (Advertiser), you specifically agree to:

- Ensure all advertisement content is truthful, accurate, and not misleading.
- Hold all necessary licences and permits to conduct the advertised business in Namibia.
- Comply with applicable advertising standards and consumer protection laws.
- Not advertise prohibited goods or services (see Section 6).
- Promptly update or remove advertisements that are no longer accurate.
- Pay all applicable subscription and advertising fees on time.

5.4 Do Not Abuse Our Platform

You must not abuse, harm, interfere with, or disrupt RenderHubb. Prohibited conduct includes:

- Introducing malware, viruses, or other harmful code.
- Spamming, hacking, scraping, or bypassing our security systems.
- Using automated means to access content in violation of our policies.
- Creating fake accounts, fake reviews, or fake business listings.
- Accessing or using the platform in fraudulent or deceptive ways.
- Reverse-engineering our technology or underlying systems.
- Using platform content to build competing services without our written consent.
- Jailbreaking or attempting to circumvent our content moderation tools.

6. Prohibited Advertisements

The following categories of advertisements are strictly prohibited on RenderHubb:

- Illegal goods or services under Namibian or applicable international law.
- Adult content, pornography, or sexually explicit material.
- Tobacco, alcohol, or gambling advertisements directed at minors.
- Counterfeit or fraudulent products.
- Hate speech, discriminatory content, or content that incites violence.
- Weapons, ammunition, or dangerous substances not lawfully authorised for sale.
- Pyramid schemes, multi-level marketing, or fraudulent investment opportunities.
- False health claims or unregistered pharmaceutical products.
- Content that infringes third-party intellectual property rights.

We reserve the right to remove any advertisement that violates these prohibitions, without prior notice and without refund of any subscription fees paid.

7. Subscriptions and Payments

7.1 Subscription Plans

RenderHubb offers subscription-based advertising plans. Details of current plans, pricing, and features are published on our platform and may be updated from time to time. By subscribing, you agree to pay the applicable fees for your chosen plan.

7.2 Billing and Renewal

Subscriptions are billed on the cycle selected at the time of sign-up (monthly or annually). Subscriptions automatically renew at the end of each billing period unless cancelled before the renewal date. You are responsible for maintaining valid payment details on your account.

7.3 Refunds

Subscription fees are generally non-refundable. If you cancel mid-period, you retain access to your subscription until the end of the current billing period. We may, at our discretion, offer pro-rated refunds in exceptional circumstances.

7.4 Fee Changes

We may change our subscription fees. We will provide at least 30 days' notice before any fee increase takes effect. Continued use of the platform after the effective date of any fee change constitutes your acceptance of the new fees.

8. Content on RenderHubb

8.1 Your Content

"Your Content" means all advertisements, images, text, business information, reviews, and other material you upload, submit, or share on RenderHubb. You retain all intellectual property rights you have in Your Content. RenderHubb does not claim ownership over Your Content.

8.2 Licence You Grant Us

By submitting Your Content to RenderHubb, you grant us a:

- Worldwide licence to host, store, display, and distribute Your Content on the platform.
- Non-exclusive, royalty-free right to use Your Content to operate and improve our services.
- Right to modify or adapt Your Content as necessary for formatting and display purposes.
- Right to sublicense these rights to our contractors and technical partners solely to provide the service.

This licence exists for as long as Your Content remains on our platform. When you delete Your Content, we will remove it from public display within a reasonable time, subject to caching and backup retention periods.

8.3 Content Standards

You are solely responsible for Your Content. You represent and warrant that Your Content does not violate any applicable law, third-party rights, or these terms. We may remove or restrict access to any content that we reasonably believe breaches these terms or applicable law.

8.4 RenderHubb Content

The RenderHubb platform, branding, logos, design, and proprietary content belong to RenderHubb. You may not copy, reproduce, modify, or distribute our content without prior written permission. Do not remove or alter our branding, logos, or legal notices.

9. Your RenderHubb Account

To access certain features, you must create a RenderHubb account. You are responsible for:

- Providing accurate and up-to-date registration information.
- Keeping your account credentials secure and confidential.
- All activity that occurs under your account.

- Notifying us immediately if you suspect unauthorised access to your account.

We reserve the right to suspend or terminate accounts that contain false information or that are used in violation of these terms.

10. Analytics and Data

Subscribers have access to an analytics dashboard showing performance data for their advertisements, including impressions, clicks, and engagement metrics. This data is provided for informational purposes. We do not guarantee specific performance outcomes and analytics figures are estimates subject to technical limitations.

We collect and process platform usage data to operate and improve RenderHubb. Our use of your data is governed by our Privacy Policy.

11. Warranties and Disclaimers

11.1 Our Warranty

We provide the RenderHubb platform using reasonable skill and care. If we do not meet this standard, please contact us and we will work with you to resolve the issue.

11.2 Disclaimers

Except as stated in our warranty and as required by applicable law, the platform is provided "as is" and "as available." We do not warrant that:

- The platform will be uninterrupted, error-free, or free of harmful components.
- Advertisement targeting will reach any specific number or demographic of users.
- Any particular business results or outcomes will be achieved through advertising on RenderHubb.

Do not rely on RenderHubb for legal, financial, medical, or other professional advice. Any content on the platform is for informational purposes only.

12. Liabilities

12.1 General Limitations

These terms do not limit liability for:

- Fraud or fraudulent misrepresentation.
- Death or personal injury caused by negligence.
- Gross negligence or wilful misconduct.
- Any liability that cannot be excluded by applicable Namibian law.

12.2 Limitation of Liability

To the maximum extent permitted by applicable law, RenderHubb will not be liable for:

- Loss of profits, revenue, or anticipated savings.
- Loss of business opportunities or goodwill.
- Indirect, incidental, or consequential loss.
- Punitive or exemplary damages.

RenderHubb's total liability arising out of or relating to these terms is limited to the greater of (1) NAD 500 or (2) the total fees you paid to RenderHubb in the 12 months before the event giving rise to the claim.

12.3 Indemnification

You agree to indemnify, defend, and hold harmless RenderHubb and its directors, officers, employees, and contractors from and against any claims, damages, losses, and expenses (including reasonable legal fees) arising from your use of the platform in violation of these terms, your advertisements, or your infringement of any third-party rights.

13. Taking Action in Case of Problems

Where reasonably possible, we will provide advance notice before taking action against your account and give you an opportunity to address any issues, unless doing so would cause harm, violate the law, or compromise our platform's security.

13.1 Removing Content

If we reasonably believe that any of Your Content breaches these terms, violates applicable law, or could harm users or third parties, we reserve the right to remove that content without notice or refund.

13.2 Suspending or Terminating Accounts

We may suspend or terminate your account if you:

- Materially or repeatedly breach these terms.
- Fail to pay subscription fees when due.
- Provide false registration or business information.
- Use the platform in a way that causes harm or legal liability to others.
- Are required to be suspended or terminated by applicable law or court order.

You may stop using RenderHubb at any time by cancelling your subscription and closing your account. We'd appreciate knowing why so we can improve our platform.

14. Settling Disputes and Governing Law

These terms are governed by the laws of the Republic of Namibia. Any dispute arising out of or relating to these terms or your use of RenderHubb will be resolved exclusively in the courts of Namibia, and you consent to the personal jurisdiction of those courts.

Before initiating formal proceedings, we encourage you to contact us directly to attempt to resolve any dispute informally. You may reach us at: support@renderhubb.com

15. About These Terms

We may update these Terms of Service to reflect changes in our services, business practices, or applicable law. If we make material changes, we will provide reasonable advance notice via email or a prominent notice on the platform. Continued use of RenderHubb after the effective date of any update constitutes acceptance of the revised terms.

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

If we do not enforce a particular term on any occasion, this does not constitute a waiver of our right to enforce it in the future.

Definitions

Advertisement / Ad A paid commercial listing posted by a Subscriber to promote their business, product, or service to local community users.

Affiliate An entity that belongs to the RenderHubb group of companies, including subsidiaries and related entities.

Business User An individual or entity that uses RenderHubb for commercial advertising purposes.

Consumer / Seeker An individual who uses RenderHubb to search for local products or services for personal use.

Content All material uploaded, submitted, or shared on the platform, including advertisements, images, text, and business information.

Copyright A legal right protecting original works from unauthorised use.

Disclaimer A statement that limits RenderHubb's legal responsibilities.

Indemnify A contractual obligation to compensate another party for losses suffered as a result of your actions.

Intellectual Property Rights Rights over creations of the mind, including copyright, trade marks, and design rights.

Liability Losses from any type of legal claim, whether based in contract, tort, or otherwise.

Platform The RenderHubb web-based digital advertising service, including all associated tools, dashboards, and features.

Subscriber / Advertiser A registered user who pays a fee to post advertisements on RenderHubb.

Subscription A recurring paid plan granting a Subscriber access to RenderHubb advertising and analytics features.

Trade Mark Symbols, names, or logos used in commerce to distinguish a business's goods or services.

Visitor A non-registered user who browses RenderHubb content without creating an account.

Warranty An assurance that the platform will perform to a certain standard.

Your Content Material you create, upload, submit, store, send, or share using RenderHubb services.