

Timbuka (Pty) Ltd - Terms of Use

Effective Date: 12 June 2025

Version 1.0

1. Acceptance of Terms

By accessing or using the Timbuka platform (including our websites, mobile applications, streaming portals, and affiliated services), you agree to be bound by these Terms of Use ("Terms"). If you do not agree, do not use the platform.

2. Who We Are

Timbuka (Pty) Ltd ("Timbuka", "we", "our", "us") is a South African-registered media company that provides digital content services including live streaming, event broadcasting, sports analysis, and performance data, with a focus on schools, clubs, federations, and communities.

3. Access & Use of the Platform

- Most content on Timbuka is free to view. Some services, such as premium subscriptions or pay-per-view events, may require payment.
- You must be 18 years or older or have parental consent to use this platform.
- Access is granted solely for personal, non-commercial use unless otherwise agreed in writing.

4. User Accounts

- Some services require registration. You agree to provide accurate and current information and to keep your login credentials confidential.
- You are responsible for any activity that occurs under your account.
- Timbuka may suspend or terminate your access if any misuse is detected.

45. Content Ownership & Licensing

- All content on the platform-including video, audio, graphics, statistics, and branding-is owned by Timbuka or its partners.
- You are granted a limited, revocable, non-exclusive license to view content for personal use only.
- You may not copy, download, record, reproduce, distribute, or use content commercially without prior written permission from Timbuka.

6. Paid Content & Refunds

- Certain services may require payment. All prices are disclosed before purchase.
- Refunds for paid services are governed by Timbuka's Refund Policy, available on our website.
- Users may request a refund within 7 days of purchase if content has not been substantially consumed, or if access is not provided.

7. User-Generated Content

- Users may be allowed to submit comments, media, or feedback. By submitting content, you grant Timbuka a royalty-free, worldwide, perpetual license to use, reproduce, display, and distribute that content.
- You must not submit illegal, abusive, or infringing content. Timbuka reserves the right to remove any content at its sole discretion.

8. Third-Party Content & Services

- The platform may contain links to or integrations with third-party services. Timbuka is not responsible for the content or practices of those providers.
- Any commercial engagement with such parties is at your own risk.

9. Limitation of Liability

- Timbuka makes no warranties regarding the uninterrupted or error-free operation of the platform.
- We are not liable for any direct, indirect, incidental, or consequential damages resulting from your use or inability to use the platform.
- Content is provided "as is," and we do not guarantee the accuracy or completeness of any data or analysis.

10. Termination

- Timbuka may suspend or permanently terminate your access without notice for breach of these Terms or suspected misuse.
- You may also stop using the service at any time.

11. Privacy

- Use of the platform is subject to our Privacy Policy, which describes how we collect, use, and protect your personal data.
- By using the platform, you consent to our data practices.

12. Intellectual Property

- "Timbuka" and all related logos, trademarks, and proprietary content are protected by copyright and trademark laws.
- Unauthorised use of any intellectual property may result in legal action.

13. Changes to Terms

• Timbuka reserves the right to modify these Terms at any time. We will publish updated versions on the platform. Continued use after changes constitutes acceptance.

14. Governing Law & Jurisdiction

- These Terms are governed by the laws of the Republic of South Africa.
- Any disputes arising will be subject to the jurisdiction of the South African courts.

15. Contact Us

For questions or concerns, contact:

Timbuka (Pty) Ltd

Email: info@timbuka.com

Support: support@timbuka.com