

ONLINE TERMS FOR DATA SUBJECTS AND PARTIES WHO DO BUSINESS WITH THE CUSTOMERS OF EFTSURE AFRICA

Online terms applicable to persons (natural and juristic) whose information is to be made available, accumulated, processed or otherwise assessed or used by Eftsure Africa in making available its tools, modules, services and processes to or in relation to its Customers and their business needs.

1. Applicability of the terms

- 1.1 Eftsure Africa Proprietary Limited (“Eftsure Africa” or “the Company”, including its successors-in-title or assigns) provides various financial management tools and software-as-a-service products (individually and collectively “the products”) to its subscribing customers (the “Customers”).
- 1.2 These terms, which include herein the documents which are Annex 1 (***Privacy Statement and Data Protection Policy***) and Annex 2 (***Data Processing Addendum***) hereto, constitute the terms governing the use and processing of your personal information and data by the Company in the course of delivering the products to its Customers.

2. The tools and services provided by Eftsure Africa

Amongst the products rendered by the Company to its Customers are the following (which may be added to or varied from time to time):

- 2.1 Access to and the use of its digital software platform as made available and secured, from time to time, by the Company for the purposes expressly identified in the respective agreements entered into with its Customers;
- 2.2 Establish and offer a digital compliant onboarding format for the onboarding of details of suppliers of goods and services to the Customer, customers of the Customer to whom payments may be made, of payroll employees, and of such other services as may additionally be specifically subscribed for by the Company’s Customers, allowing for the collection of such information in a secure environment;
- 2.3 Make available the ability to onboard onto the digital software system, in the manner prescribed by the Company, the relevant details and documents, the latter being supplied and onboarded:
 - 2.3.1 where suppliers or other trading partners of the Customer (“Suppliers”) are concerned, by the Customer or its Suppliers, including the Customer’s Vendor Master File and Online Banking Beneficiary Address Book;
 - 2.3.2 where payroll employees are concerned, by the Customer, including the Customer’s Payroll Master File and Online Payroll Beneficiary Address Book;

- 2.3.3 where customers of the Customer are concerned, by the Customer or its customers, including the Customer's Customer Master File and Online Banking Beneficiary Address Book;
- 2.3.4 where other services are concerned, by the Customer in the manner prescribed in agreement between the Company and its Customers;
- 2.3.5 Verification of the Supplier or customer registration status in South Africa or the South African identity number of the identified Suppliers and/or customers and/or Payroll Employees who are in South Africa;
- 2.3.6 Screen and verify the related South African bank account details of Suppliers and/or Payroll Employees and/or customers of the Customer and/or such other parties in connection with any other services which the Customer contracts and subscribes for with the Company, as supplied in the onboarding process, or similar process, referred to above or, as the case may be, as validly amended and prescribed on the Company's digital software system from time to time in accordance with the Company's required or decided process and procedures;
- 2.3.7 Screen, before each EFT payment release, that the payee's bank account details which are then onboarded match with the onboarded verified name or identity of the Supplier or the payroll employee or the Customer's customer in question and alert, for example, name and account mismatches, unknown payees, out of specified range payments, and other verification matters as may be determined by the Company or as agreed in writing by the Company and its Customers from time to time.

3. **Your access to platform and systems and related matters**

- 3.1 You may be a supplier to, employee or customer of our Customer and in relation thereto you may be required or requested to provide various of your personal data and/or business documents for processing and/or verification as requested by our Customer.
- 3.2 To that end either our Customer will upload your relevant personal data to our secure platform or will request that you do so in the manner and process authorised and prescribed by us from time to time.
- 3.3 Your right to use the Services is non-exclusive, non-transferable, and limited by and subject to these terms.
- 3.4 You warrant to the Company that, where necessary, you have obtained or secured the consent of persons or entities to use their personal information which is the subject of the verification and which will be the subject of the Services.

- 3.5 The Company, in its sole and absolute discretion, at all and any times, can grant or decline to grant or vary or decline access to its platforms and/or systems and/or modules and/or products and can agree or decline, whether in whole or in part or on one or more occasions, to make available access to its platforms, services, modules, products or offerings to, or in relation to, or in respect of, any one or more parties and there shall be no right of recourse or claim or entitlement of whatsoever nature and howsoever arising by any party whomsoever against the Company arising from or in relation to the exercise by the Company of its discretions or in the use of and access to the Company's systems, software, products, modules or platforms.
- 3.6 Each and all parties using or having access to the Company's platform and/or who are Data Subjects or are in any other way the subject of verification or assessment or data processing, hereby and at all times waive and abandon all and any such claims or entitlements which it or they may have or which may arise against the Company save as is otherwise expressly recorded in the accompanying two documents entitled (a) Privacy Statement and Data Protection Policy, and (b) Data Processing Addendum.
- 3.7 Should you be granted access to the Company's systems and/or platforms to upload your personal data you must ensure that all usernames and passwords required to enable such access are kept secure and confidential. All persons to whom access is granted must be made aware of this obligation in writing. You must immediately notify the Company of any unauthorised use of usernames and passwords or any breach of security safeguards that may affect access to and use of the Company's services and systems.
- 3.8 Where you are authorised to access or use our platform you must do so only for the purposes of uploading your required personal (including corporate) data and information and when so accessing and using the service, you, and all users authorised by you, must:
- 3.8.1 not attempt to undermine the security or integrity of Eftsure's computing systems or networks or, where the Service is hosted by a third party, that third party's computing systems and networks;
 - 3.8.2 not use, or misuse, the Service in any way which may impair the functionality of the Service or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Service or Website;
 - 3.8.3 not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the Services are hosted;
 - 3.8.4 not transmit, or input into the Website, any: files that may damage any other person's computing devices or software; content that may be offensive, or material or information or data in violation of any Law (including data or other material protected by copyright or the Law relating

to confidential information and trade secrets which you do not have the right to use);

- 3.8.5 not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any Intellectual Property (or part thereof), including the computer programs used to deliver the Service or to operate the Website except as is strictly necessary to use either of them for normal operation;
- 3.8.6 not permit, encourage or assist (directly or indirectly) any person to do anything which might interfere with the intellectual property rights of the Company and any information that you submit or make available or agree can be made available to the Company.

4. **Intellectual Property Rights**

- 4.1 You acknowledge that all right, title and interest in and to the intellectual property rights in relation to the products and services, including in relation to the Website and the Reports, vests exclusively in the Company and that you have no claim of any nature in and to the Company's Intellectual Property Rights.
- 4.2 All intellectual property rights, in all respects, in relation to the Company's services and systems, embracing all matters, including without limitation all reports prepared or compiled by the Company, and any matters of whatever nature or kind processed and developed by the Company, are and shall remain the sole and exclusive property of the Company and you shall have no claim thereto or to any part thereof nor be entitled to any compensation in any respect with regard to any work done or intellectual property developed or processing done. For purposes of this clause the concept of intellectual property rights shall be given its widest possible meaning,
- 4.3 Subject to the rights of data subjects, you grant the Company a perpetual, irrevocable, royalty-free licence to use, copy, transmit, store, and back-up information that you submit to the Company, or which is submitted on your behalf or in relation to you, for the purposes of the provision of the service rendered by the Company to its Customers and for any other purpose that is in accordance with the Company's Data Protection Policy, Privacy Statement and Confidentiality Commitment.

5. **Matters related to the conduct and implementation of the Company's works and services**

- 5.1 While the Company will take commercially reasonable measures to ensure the correctness of details provided to its Customers, including those details related to you, it cannot guarantee that no error or fraud will occur and it doesn't warrant such accuracy.
- 5.2 To the extent relevant, you further acknowledge that the service provided by the Company to its Customers, while mitigating the risk of false payee information being used by you, cannot eliminate the risk and that the Company owes you no obligation in this regard.

- 5.3 You agree that the Company is not liable to you for any loss or damage (whether direct, indirect or consequential) that you may suffer resulting from an error or fraud not detected by the Company.
- 5.4 You agree that all information provided by you to the Company to enable it to provide the related services and products to its subscribing Customers will be complete and accurate and that you are lawfully entitled to do so.
- 5.5 The Company is entitled to rely on the accuracy of information provided by you to it.
- 5.6 You indemnify and hold the Company harmless against any loss or damage that it may suffer arising from its use of the information provided by you.
- 5.7 You acknowledge that where you have provided information to the Company, or to your customer who in turn uses same when it subscribes to us, it is your obligation to ensure the update of the information if changes occur.
- 5.8 The Company does not warrant or undertake that the service that it provides to its Customers will be uninterrupted or error free.
- 5.9 The Company does not provide any implied guarantees, conditions or warranties and these are expressly excluded, as may be permitted by Law.
- 5.10 Without limitation the Company does not warrant the merchantability, fitness for purpose, title and non-infringement in the Services.

6. Indemnity and waiver of claims sounding in money, and limitations and exclusions of liability

- 6.1 To the maximum extent permitted by Law, the Company is not liable for any losses or claims that you may incur in using or participating in or seeking to derive any benefit from the service or any access offered or allowed by the Company.
- 6.2 The Company's maximum aggregate liability for all claims under or relating to these terms or the services it offers whether in contract, delict (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or breach of any alleged duty owed to you on any other basis, is limited in aggregate to the sum of R10 000 (ten thousand Rand).
- 6.3 Notwithstanding the content of 6.2 above, and in any event, the Company is not liable for, and no measure of damages will, under any circumstances, include:
 - 6.3.1 damages for loss of profits, revenue, goodwill, anticipated savings or damage to data or corruption of data (including any data or information that is inputted by or in relation to you), whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss or damage;
 - 6.3.2 special, indirect, consequential, incidental or punitive damages.
- 6.4 You hereby indemnify, waive and hold the Company harmless with regard, at any time,

to its receipt and/or accumulation and/or processing of your personal data or business information for the purposes subscribed for by our Customers and all matters relating thereto, arising therefrom or in any way connected therewith.

5. Rules of Interpretation in these terms

- 5.1 words importing the singular include the plural and vice versa;
- 5.2 words importing any one gender include the other genders;
- 5.3 reference to a natural person includes artificial persons and vice versa;
- 5.4 if any word or phrase is defined in these terms, that word or phrase shall bear the same meaning wherever used in these terms unless the context indicates the contrary;
- 5.5 if any provision in a definition is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in these terms;
- 5.6 the clause headings are intended for convenience only and shall not affect the construction or interpretation of these terms;
- 5.7 the rule of construction that any terms shall be interpreted against the party responsible for the drafting or preparation of these terms, shall not apply;
- 5.8 the words "include", "includes", and "including" means "include without limitation", "includes without limitation", and "including without limitation". The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it;
- 5.9 references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended from time to time;
- 5.10 where figures are referred to in words and in numerals, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;

6. General

- 6.1 **Invalidity.** If any provision of these terms is judged to be invalid, the validity of any other provision shall not be affected and the invalid provision shall be deemed to be deleted;
- 6.2 **Entire terms.** These terms sets forth the entire understanding of all relevant parties with regard to the subject matter hereof and supersedes all and any prior discussions, memoranda of understanding, understandings or protocols of intent and similar writings with regard hereto.

- 6.3 **No representations or warranties .** You may not rely on any representation or warranty which allegedly induced you to agree, actually or implicitly or by conduct, to be subject to these terms, unless that representation or warranty is expressly recorded in these terms.
- 6.4 **Variation, cancellation and waiver.** No agreement or alleged consensus varying, adding to, deleting from or consensually cancelling these terms, and no waiver of any right of the Company, shall be effective unless reduced to writing and signed by or on behalf of the Company.
- 6.5 **Indulgences.** No indulgence granted by the Company nor the partial exercise by it of any power, right or privilege shall constitute a waiver or abandonment of any of its powers, rights or privileges under these terms or otherwise and the Company accordingly shall not be precluded, as a consequence of having granted that indulgence or partially exercised any power, right or privilege, from the exercise of that, or any other power, right or privilege, which may have arisen in the past or which may arise in the future.
- 6.6 **Cession and delegation.** You may not cede any of rights nor delegate any of your obligations under, pursuant to or in connection with these terms without the prior written consent of the Company.
- 6.7 **Applicable law and submission to jurisdiction.**
- 6.7.1 The interpretation, construction and effect of these terms and the rights and obligations of the parties hereto shall be governed by the laws of the Republic of South Africa.
- 6.7.2 The Parties hereby agree to submit to the non-exclusive jurisdiction of the Gauteng Local Division of the High Court of South Africa for the adjudication of disputes arising from or out of these terms.
- 6.8 **Binding effect.** These terms shall be binding on you when you electronically accept the terms and, in any event, when you submit or with knowledge thereof don't disagree that anyone else may submit, procure, entertain or process, in any manner, your personal data or if you fail promptly to object in writing and take those steps available at law to prevent same.
- 6.9 **Modification of terms.** The Company reserves the right at all times to modify, add to or amend these terms.