

By clicking on the "I Accept" option you agree to be bound by this End User Licence Agreement ("EULA/this Agreement"), the terms and conditions of which may be amended from time to time as set out below. The person signing or accepting these terms and conditions hereby warrants that he or she is duly authorised to accept these terms and conditions and conclude this Agreement on behalf of the person whose details are specified in the Subscriber Application Form. By clicking the "I Accept" option, this is a symbol of your signature and your assent to all parts of this EULA. If you do not agree to this, do not use this System.

## 1. Definitions

- a. "Commencement Date" means the earlier of the date specified in the Subscriber Application Form and the date on which you accept the terms of this EULA as contemplated in clause 2;
- b. "EULA" or "Agreement" means this End User Licence Agreement, the terms and conditions as set out herein, and any updates or amendments thereof in accordance with clause 3, as read with the Subscriber Application Form;
- c. "Initial Term" means the period selected by you from the Subscription Model commencing on the Commencement Date and continuing for the period for which you choose to pay and actually do pay the Subscription Fee in advance, provided that this period will terminate early if the provisions of clause 6cii apply;
- d. "Intellectual Property" means any ownership, licence or associated rights in trademarks, all rights of copyright whether existing now or in the future including computer programs, together with all related know-how, source codes, confidential information and all rights of a similar character whether registered or capable of registration and all applications and rights to apply for protection of same, wherever the rights arise in the world;
- e. "Legal Costs" means any legal, professional and/or other fees, costs and/or disbursements (including the costs of any letter of demand, tracing agents fees and collection commissions), on the scale as between attorney and own client;
- f. "Material" means any information or data provided to you by SACompany in a Report;
- g. "Parties" means SACompany and you, and "Party" means either of them;
- h. "Password" means in respect each User, the password created by that User which will allow that User on your behalf to use the System in accordance with this EULA;

- i. "Renewed Term" means each period commencing on the expiry of the Initial Term or the last Renewed Term as applicable, and continuing for the period selected by you from the Subscription Model for which you choose to pay and actually do pay the Subscription Fee in advance, provided that this period will terminate early if the provisions of clause 6cii apply;
- j. "Report" means any report provided to you by SACompany in response to a request for Material made or purportedly made by you or on your behalf by means of using the System under this Agreement from time to time, and Reports has the corresponding meaning;
- k. "SACompany" means LexisNexis (Pty) Ltd (registration number 1991/005175/07) trading as SACompany;
- l. "System" means the software, branded SACompany, to which SACompany provides you with access under this EULA for purposes of requesting and receiving the Reports contemplated in this Agreement, and any updates to or associated with such System;
- m. "Subscriber Application Form" means the form which you are required to complete and submit to SACompany on or before the Commencement Date, it being agreed that you and the person submitting the Subscriber Application Form on your behalf hereby warrant that the contents of such form are true and correct as at the Commencement Date, and that you shall notify SACompany in writing of any changes to such contents from time to time;
- n. "Subscription Fee" means the amount payable, under the option selected by you from the Subscription Model, for the rights granted to you in clause 4 below to use the System for the Term;
- o. "Subscription Model" means the options presented to you by SACompany which specify the maximum number of Reports you are entitled to request within a stated time period for a specified Subscription Fee;
- p. "Term" means the Initial Term or the Renewed Term as the case requires;
- q. "Third Party" means any third party from whom SACompany obtains all or part of any Material, the identity of which third party SACompany shall use its reasonable endeavours to disclose on or before the provision to you of such Material, and "Third Parties" has a corresponding meaning;
- r. "User" and "your User" means any person who is employed by you, who is your agent and/or who acts or purports to act on your behalf and/or in accordance with your instruction by using the System and/or for any other purpose as contemplated under this Agreement;
- s. "Web Site" means <http://www.sacompany.co.za> or such other website specified by SACompany from time to time; and

- t. "You" and "you" means the person whose details are specified in the Subscriber Application Form, on whose behalf the person signing or accepting these terms and conditions concludes this Agreement, and "your" has a corresponding meaning.

## 2. Use of System constitutes acceptance of this Agreement

- a. By clicking on the "I Accept" option or using the System you agree to be bound by this End User Licence Agreement (EULA), the terms and conditions of which may be amended from time to time as set out below. By clicking the "I Accept" option, this is a symbol of your signature and your assent to all parts of this EULA. If you do not agree to this do not use the System.
- b. The person signing or accepting these terms and conditions hereby warrants that he or she is duly authorised to accept these terms and conditions and conclude this Agreement on behalf of the person whose details are specified in the Subscriber Application Form.

## 3. Amendment

SACompany reserves the right to amend these terms and conditions from time to time by posting notification on the Web Site that the terms and conditions have changed and/or by posting on the Web Site the amended terms and conditions, or a hyperlink to such amended terms and conditions. You are advised to check, and will be responsible for checking, the prevailing terms and conditions as posted on the Web Site from time to time before each use of the System, and your continued use of the System after any such amendment has been so posted, constitutes your deemed acceptance of this Agreement as modified by the posted changes.

## 4. Grant of rights

- a. Provided that SACompany has approved you as an end user of the System and has not, under this Agreement, suspended your right to use the System and/or your access to Reports, SACompany hereby grants to you for the Term of this Agreement, which you hereby accept subject to the terms and conditions set out in this Agreement, a non-transferable and non-exclusive licence to use the System to request Reports.
- b. Subject to the other provisions of this Agreement, SACompany undertakes to use its reasonable endeavours to provide you with such requested Reports.
- c. You agree that your right to use and to continue to use the System under this Agreement is subject to SACompany receiving full and timeous payment of all amounts due to SACompany under this Agreement.

## 5. Acceptable use

- a. In respect of your use of the System and any request for a Report, you agree to conform to generally acceptable Internet etiquette and to abide by SACompany's operating policies as may be published on the Web Site from time to time, and as may be amended from time to time at SACompany's sole discretion, and you hereby indemnify and hold SACompany free from liability in respect of any loss or damage of whatever nature caused as a result of any violations of such policy.
- b. You shall not, and shall procure that none of your Users shall:
  - i. copy, adapt, translate or reproduce any of the System, in whole or in part;
  - ii. make or attempt to make any amendment or modification to the System;
  - iii. rent, lease, sell, sub-license, assign or otherwise transfer or make available any of the System, in whole or in part, to any person or purport to do any of the foregoing;
  - iv. modify any part of the System, or decompile, reverse compile, disassemble, reverse assemble or reverse engineer the System, whether in whole or in part, or otherwise attempt to derive the source code of the System or reduce the System to a human readable form or print the source code or derive or attempt to derive the source code of the System;
  - v. permit, whether directly or indirectly, any third party including any subsidiary, associate, director, shareholder, agent, User, representative and/or employee, to do anything which you are prohibited from doing as contemplated in this clause 5;
  - vi. publish any Report in any manner which renders it available/accessible to the general public.
- c. You may not resell any Report, nor may you use any Report for monetary gain, unless permitted to do so in writing by SACompany.

## 6. Subscription Fees

- a. In consideration of all the rights derived by you under this Agreement, you shall pay to SACompany, the Subscription Fee selected by you from the Subscription Model:
  - i. on or before the Commencement Date; and
  - ii. on or before the first day of any Renewed Term.
- b. If you do not request the maximum number of Reports within the time period applicable to the option selected by you from the Subscription Model, the unused number of Reports cannot be carried forward into a Renewed Term.
- c. If you request the maximum number of Reports before the expiry of the time period applicable to the option selected by you from the Subscription Model:
  - i. your use of the System for the unexpired time period will be limited to accessing/reviewing the Reports previously supplied to you; and

- ii. in order to continue requesting Reports, you will be required to terminate the current Term and initiate the commencement of a Renewed Term by selecting from the options in the Subscription Model and paying the applicable Subscription Fee.
- d. SACompany may amend the Subscription Model from time without notice, and the prevailing Subscription Model will apply to any Renewed Term
- e. All amounts payable by you to SACompany in terms of this Agreement are exclusive of value-added tax, which shall be charged and recovered in addition to such amounts.
- f. Failure to make timely and proper payment of any amount payable under this Agreement shall, without prejudice to SACompany's rights, entitle SACompany to suspend your right to use the System and/or your access to any Reports, in SACompany's sole discretion.
- g. You will make payment to SACompany of all amounts payable in terms of this Agreement free of exchange and without deduction or set-off of any nature. You will in no circumstances be entitled to defer or withhold payment of any amounts due in terms of this Agreement for any reason whatsoever, including but not limited to any Material being incomplete, inaccurate or incorrect.
- h. Upon termination of this Agreement you will pay all outstanding monies due to SACompany within 5 calendar days of receiving an invoice or statement in respect thereof from SACompany.

## 7. Use of your Data/Privacy

- a. SACompany may use the information provided by you or on your behalf in the Subscriber Application Form and any data belonging to you but only in accordance with the terms of SACompany's prevailing privacy policy ("Privacy Policy") as published on the Web Site from time to time.
- b. You agree and acknowledge that the Privacy Policy published on the Web Site is updated regularly in order to allow for changes due to legislation and the increasing functionality of the System.
- c. Each time you use the System you agree to be bound by the then existing Privacy Policy as published on the Web Site.

## 8. Security and password

- a. You hereby agree and warrant, and shall procure that each User complies with the following:
  - i. that each User's Password will only be used for such User's personal use;
  - ii. that neither you nor any User shall give, disclose or make available in any way such User's Password to any other person for such person's use ("unauthorised use") and that you and each User shall maintain the confidentiality of any Password; and

- iii. that, if for any reason any Password is no longer secure or may be accessible to or in the possession of any person other than a User authorised by SACompany, you shall immediately notify SACompany thereof, whereupon SACompany shall assist with the re-creation of the Password as soon as possible after receipt of such notification.
- b. In order to ensure the security and reliable operation of the Web Site and System for all end users of the System, SACompany hereby reserves the right to take whatever action SACompany considers necessary to preserve the security and reliability of the Web Site and/or System from time to time.
- c. You acknowledge and agree that you are prohibited from using the Web Site, System and/or any Reports to compromise the security or tamper with the information, data, resources, accounts or records of any person.

## 9. Commencement and termination of Agreement

- a. This Agreement shall commence on the Commencement Date and, subject to the remaining provisions of this clause, shall remain in force for the Initial Term and any Renewed Term.
- b. This Agreement shall automatically terminate at the end of the Initial Term or any Renewed Term if you have not paid to SACompany on or before the expiry of the Initial Term or the last Renewed Term, as applicable, the Subscription Fee required to initiate the commencement of a further Renewed Term.
- c. In the event that SACompany:
  - i. for any reason is unable to continue providing the Reports; or
  - ii. is denied access to the Materials by a Third Party (other than in circumstances which SACompany believes will be temporary);

SACompany will notify you as soon as reasonably possible after it becomes aware thereof and this Agreement shall automatically terminate upon the receipt by you of such notice.

## 10. Breach and termination

- a. Should you fail to observe and perform any of the terms, conditions or obligations in this Agreement, then SACompany shall be entitled, but not obliged, in its sole discretion and without prejudice to any of its rights that it may have in law, including the right to claim damages, without notice, to do the following:
  - i. immediately terminate this Agreement and recover all its costs related to such termination, including Legal Costs; and/or
  - ii. to terminate, without notice, your access to the System and recover all its costs related to such termination, including Legal Costs.

- b. The expiry or termination of this Agreement shall be without prejudice to any rights that SACompany may have accrued as at the date of such expiry or termination.
- c. Upon termination of this Agreement:
  - i. all rights granted to you under this Agreement will cease; and
  - ii. you shall immediately cease all use of the System.

## 11. Intellectual property

- a. You acknowledge and agree that:
  - i. save for the limited rights to use the System as set out in this Agreement, you have no rights in respect of the System, the source code and/or any related materials and any modifications or changes thereto, including without limitation to any and all Intellectual Property used or embodied in or in connection with the System, and no Intellectual Property therein is granted or assigned under this Agreement;
  - ii. you have no rights in respect of SACompany's trademarks and you shall not in any manner whatsoever represent that you are the owner or have any interest in SACompany's trademarks and shall not take any action to impute any right, title or interest of SACompany in and to you; and
  - iii. you shall not at any time, during or after termination of this Agreement, in any way question and/or dispute the ownership of the System and the Intellectual Property embodied therein and shall not assist or counsel any other person to do so. You undertake not to infringe or prejudice any rights in and to the System, nor compete with nor infringe SACompany's Intellectual Property rights in any way. You shall, specifically, not in any manner whatsoever represent that you are the owner of or have any interest in the System and shall not take any action to impute any right, title or interest in and to the System.
- b. You hereby agree to indemnify and hold SACompany harmless against any loss, liability, damage, cost or expense (including Legal Costs) arising out of any use by you or any of your Users of any of SACompany's Intellectual Property and/or the System in any manner whatsoever except in the manner expressly allowed under this Agreement.
- c. If during the term of this Agreement any infringement or illegal use of the Intellectual Property by any third party should come to your attention, then and in such event you shall notify SACompany forthwith in writing of such infringement or illegal use. It shall be within the sole discretion of SACompany to determine what steps shall be taken against an infringer and you shall co-operate fully with SACompany in whatever measures, including legal action, are taken to bring any infringement or illegal use to an end.

## 12. Warranties

- a. To the maximum extent permitted, all warranties, conditions and terms that are not expressly set out in this Agreement are excluded whether express or implied.
- b. You agree and acknowledge that all Material is obtained from a Third Party and that SACompany has no liability or responsibility for any such Material. All such Material is intended and provided for general informational purposes only and should not be relied upon by you or any person as specific advice of any kind, whether professional, technical or other. Furthermore, such Material may contain errors or inaccuracy, may be incomplete and/or out of date, and you hereby agree to make your own independent investigations as to the accuracy of such Material, and shall bear full responsibility for checking and verifying any such Material with the Third Party from which SACompany obtained such Material.
- c. You warrant that you shall at all times comply with all applicable legal or regulatory requirements and constraints in regard to your access to and/or use of the System and/or Material, failing which you may not use the System or access the Web Site or receive any Reports.

## 13. Disclaimer and exclusion and limitation of liability

- a. While every effort is made to eliminate any errors, you acknowledge that no software is error-free and so this System is provided "as is". Furthermore, SACompany makes no warranties, either expressed or implied, in respect of the System. SACompany expressly disclaims any warranty as to the performance of the System or as to any Material. SACompany also expressly disclaims all other warranties, including (without limitation) implied warranties of merchantability and fitness for a particular purpose.
- b. SACompany shall not be liable to you or any other person or entity whatsoever in respect of (and you or any such person or entity shall have no claim against SACompany and/or any person acting on behalf of SACompany and you hereby indemnify and hold SACompany and any such person acting on behalf of SACompany free from liability in respect of) any loss or damage (even if SACompany had been advised of or should otherwise be aware of the possibility of such loss or damage):
  - i. caused by any of the following:
    - any use of the System, irrespective of the manner in which it was caused;
    - any disclosure or use by you or any other person of any Material;
    - any reliance by you or any other person on any Material;
    - use of any hardware, infrastructure, equipment and/or any software other than the System;
    - any failure by you or any of your Users to comply with the provisions of this Agreement;



- the loss of privacy and a failure to meet a duty.
- ii. which is as a result of any downtime, outage, interruption in or unavailability of the Internet and/or the Web Site, attributable to any cause whatsoever, including but not limited to: repairs and maintenance, any breakdown of whatever nature and howsoever arising in any of the services provided by any communications service provider (including, but not limited to, line failure) as well as by any external communications networks and/or by the networks of any Internet service provider;
- iii. which is caused by any cause external to the System, including but not limited to any failure in any hardware on which the System is operational, any force majeure and/or any circumstance which is beyond the control of SACompany;
- iv. of whatever nature and howsoever arising from or in connection with any Material;
- v. arising from the loss of data and/or incompatibility with or damage to any equipment owned and/or utilised by you;
- vi. arising from any breach of any security system which may be implemented by SACompany, any Third Party or any other person whatsoever;
- vii. which loss or damage is loss of income, loss of goodwill or profits, business interruption, procurement of substitute computer equipment, loss or corruption of data or business information or other pecuniary loss arising out of delay of delivery, reliance in the use or inability to use the System; and/or
- viii. which loss or damage is consequential or incidental loss or damage or any loss or damage other than direct damages, it being agreed that in no event shall SACompany be liable to you or any other person for any consequential, incidental, indirect, special or other damages whatsoever,

regardless of whether such loss, damage or liability is based on breach of this Agreement, delict or otherwise.

- c. Without in any way limiting the provisions of clause 13b above, the aggregate maximum liability of SACompany under or arising from this Agreement to you and to any person whatsoever from any causes of action whatsoever (regardless of whether such liability arises from breach or termination of this Agreement or delict, including from gross negligence or otherwise, and including any claim or liability for damages) which causes of action arise during:
  - i. the period of 12 (twelve) months commencing on the Commencement Date, shall be limited to an aggregate amount equal to the aggregate of Subscription Fees paid under this Agreement during such period; and

- ii. in any subsequent successive period of 12 (twelve) months commencing on any anniversary of the Commencement Date, shall be limited to an aggregate amount equal to the aggregate of Subscription Fees paid under this Agreement during the previous period of 12 months.
- d. This clause 13 shall survive termination of this Agreement.

#### 14. Cession

- a. You shall not be entitled to cede or otherwise transfer any of your rights, nor delegate or otherwise transfer any of your obligations, under this Agreement, without SACompany's prior written consent.
- b. SACompany shall however be entitled to cede, assign and/or transfer and/or delegate to any third party at its absolute discretion all or any of its rights or obligations under this Agreement without notice to you, and without your consent, provided that any third party acquiring any such rights pursuant to a cession or assignment shall agree with SACompany to be bound by the terms of this Agreement.

#### 15. Entire agreement, and no representations

- a. This Agreement comprises of the entire agreement between the Parties in relation to its subject matter, and it supersedes any written or oral representations, be they express or implied, and any prior agreements between you and SACompany concerning the System.
- b. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not expressly recorded in this Agreement.

#### 16. South African law

This Agreement shall be governed by and interpreted according to the laws of the Republic of South Africa and, in the event of any conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Province of the Western Cape will prevail.

#### 17. Failure to enforce rights

Failure by SACompany to enforce a right as provided in this Agreement will not constitute a waiver in respect of that right.

#### 18. Contact Information (domicilium citandi et executandi)

Each of the Parties chooses domicilium citandi et executandi (“domicilium”) for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement as follows:

- a. you: your address as specified in the Subscriber Application Form;

b. SACompany:

c/o LexisNexis (Pty) Limited

Reg. No: 1991/005175/07

Address: Great Westerford, 240 Main Road, Rondebosch, Cape Town, 7700, South Africa