

TERMS AND CONDITIONS

AdminOnline Software Terms and Conditions, as provided by Jalia technologies (Pty) Ltd.

- a) **Welcome to AdminOnline, an online administration management service. These Terms and Conditions are intended to explain our obligations as a service provider and your obligations as a customer. Please read them carefully.**
- b) **These Terms are binding on any use of the Service and apply to you as our customer from the time that Jalia Technologies (Pty) Ltd provides you with access to the AdminOnline Service.**
- c) **The AdminOnline Service, as provided by Jalia Technologies (Pty) Ltd will evolve over time based on user feedback. These Terms and Conditions are not intended to answer every question, or address every issue raised by the use of the AdminOnline Service. Jalia Technologies (Pty) Ltd reserves the right to change these terms at any time, effective upon the posting of modified terms and conditions and Jalia Technologies (Pty) Ltd will make every effort to communicate these changes to you via email, or notification via the AdminOnline Website. It is likely the terms of use will change over time. It is your obligation to ensure that you read, understand and agree to the most recent terms available on the AdminOnline Website.**
- d) **By registering to use the AdminOnline Service you acknowledge that you have read and understood these Terms and Conditions and have the authority to act on behalf of any person on behalf of whom you are using the Service. You are deemed to have agreed to these Terms and Conditions on behalf of any entity on which behalf you use the Service.**
- e) **These Terms were last updated on 30 July 2021.**

1. Important Notices

- 1.1. This Agreement contains the terms and conditions on which Jalia Technologies (Pty) Ltd provides the AdminOnline Services to the Customer.
- 1.2. This Agreement replaces all prior terms and conditions previously agreed between you and Jalia Tecnologies (Pty) Ltd that relate to the same subject matter as this Agreement.

2. Definitions

- 2.1. In this Agreement certain words and phrases appearing in this document are given particular meanings. These words and phrases and the meanings they are intended to have are recorded below:
 - 2.1.1. **“Activation Date”** shall mean the date of registration of Customer on the AdminOnline system;
 - 2.1.2 **“Access Fee”** shall mean the monthly fee payable by you in respect of access to the AdminOnline Service online system (excluding any taxes and duties) in accordance with the fee schedule set out on the Website or Subscription Form (which Jalia Technologies (Pty) Ltd may change from time to time on notice to you) after the expiry of the Initial period.
 - 2.1.3 **“Agreement”** shall mean these terms and conditions together with all schedules, and documents attached to these terms and conditions, as well as all amendments that may be made to these terms and conditions from time to time in terms of clause 26 below;

- 2.1.4 **“Apparatus”** means any mobile, transportable or portable device, tablet, laptop, computer, modem or other apparatus which is capable of connection to the AdminOnline Service;
- 2.1.5 **“Customer”** or **“you”** will mean the Subscriber to the AdminOnline Service to which Jalia Technologies (Pty) Ltd’s terms and conditions applies;
- 2.1.6 **“Contract Period”** refers to the month-to-month basis on which this agreement continues after the expiry of the Initial Period;
- 2.1.7 **“Confidential information”** includes, but is not limited to:
 - 2.1.7.1 any information in respect of know-how, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the client and the company in whatever form it may be;
 - 2.1.7.2 all internal control systems of the client and the company;
 - 2.1.7.3 details of the financial structure and any other financial, operational information of the client and the company; and
 - 2.1.7.4 any arrangements between the client and the company and others with whom they have business arrangements of whatsoever nature, all of which the client and the company regards as secret and confidential.
- 2.1.8 **“Data”** means any data provided, or made available by you, or with your authority and/or consent to the AdminOnline Service, or Website.
- 2.1.9 **“Initial Period”** shall mean the initial free 30 days trial period;
- 2.1.10 **“Intellectual Property Rights”** means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- 2.1.11 **“personal information”** means personal information as defined in the Protection of Personal Information Act and includes but is not limited to:
 - 2.1.11.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 2.1.11.2 information relating to the education or the medical, financial, criminal or employment history of the person;
 - 2.1.11.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - 2.1.11.4 the biometric information of the person;
 - 2.1.11.5 the personal opinions, views or preferences of the person;
 - 2.1.11.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - 2.1.11.7 the views or opinions of another individual about the person; and

- 2.1.11.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 2.1.12 **“processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to:
 - (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - (b) dissemination by means of transmission, distribution or making available in any other form; or
 - (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.
- 2.1.13 **“POPI”** means the Protection of Personal Information Act, 4 of 2013;
- 2.1.14 **“Subscriber/you/customer”** means the person who registers to use the AdminOnline Service, and, where the context permits, includes any entity on whose behalf that person registers to use the AdminOnline Service.
- 2.1.15 **“Sub User”** means any person or entity, other than the Subscriber, that uses the AdminOnline Service with the authorisation of the Subscriber from time to time.
- 2.1.16 **“the AdminOnline Services”** shall mean the online administration management service namely AdminOnline.
- 2.1.17 **“The Company/Service provider/Jalia”** means Jalia Technologies (Pty) Ltd and includes its affiliated, holding and subsidiary companies;
- 2.1.18 **“Website”** means the Internet site at the domain adminonline.co.za.

2.2. Please note that:

- 2.2.1 words indicating any one gender shall include the others and the singular shall include the plural;
- 2.2.2 days shall mean calendar days unless qualified by the word business, in which instance a business day shall mean any day other than a Saturday, Sunday or public holiday as Gazetted by the government of the South Africa from time to time; and
- 2.2.3 unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

2.3 POPI Notice:

- 2.3.1 Jalia may be placed in possession and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information once the client accesses Jalia’s website or engages Jalia for any reason whatsoever.
- 2.3.2 Information provided to or made available to Jalia may be deemed as the private, confidential or as personal information in so far as it relates to you.
- 2.3.3 Such information may also be deemed as or considered as private, confidential or as personal information of any third person who may be directly or indirectly associated with this agreement.

- 2.3.4 Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain.
- 2.3.5 For purposes of rendering services to the customer, Jalia and any party associated with this agreement and/or any subsequent or prior agreement that may have been/will be entered into, irrevocably agree that “confidential information” shall also include inter alia and shall mean inter alia:
- (a) all information of any party which may or may not be marked “confidential,” “restricted,” “proprietary” or with a similar designation;
 - (b) where applicable, any and all data and business information;
 - (c) where applicable the parties may have access to data and personal and business information regarding clients, employees, third parties and the like including personal information as defined in POPI regulation; and
 - (d) trade secrets, confidential knowledge, know-how, technical information, data or other proprietary information relating to the client/service provider or any third party associated with this agreement and (including, without limitation, all products information, technical knowhow, software programs, computer processing systems and techniques employed or used by either party to this agreement and/or their affiliates.
- 2.3.5 By engaging Jalia, the customer irrevocably agrees to abide by the terms and conditions as set out in this agreement as well as you irrevocably agrees and acknowledges that all information provided to Jalia, whether personal or otherwise, may be used and processed by Jalia and such use may include placing such information in the public domain.
- 2.3.6 The customer further acknowledges that the service provider will use its best endeavours and take all reasonable precautions to ensure that any information provided, is only used for the purposes it has been provided for.
- 2.3.7 The customer agrees that such information may be placed in the public domain should the services Jalia is required to render, requires that it be done.
- 2.3.8 The Customer acknowledges that he has read all of the terms contained herein and that he understand and agrees to be bound by the terms and conditions as set out herein.
- 2.3.9 The Customer confirms that by submitting information to the Jalia, irrespective as to how such information is submitted, the customer consents to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with **Jalia’s POPI policy** made available on its website at <https://jalia.co.za/> or on request: **informationofficer@jalia.co.za**.

SHOULD YOU NOT AGREE TO THE TERMS AND CONDITIONS AS SET OUT IN THIS AGREEMENT AND CONSENT DECLARATION REGARDING THE PROCESSING OF YOUR PERSONAL INFORMATION, YOU MUST NOTIFY JALIA IMMEDIATELY BY EMAIL AT: INFORMATIONOFFICER@JALIA.CO.ZA

3. Use of Software

- 3.1. Jalia Technologies (Pty) Ltd grants you the right to access and use the AdminOnline Service via the Website with the particular user roles available to the customer according to the

customer's Access type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. the customer acknowledges and agrees that, subject to any applicable written agreement between the Subscriber and the Sub Users, or any other applicable laws:

- 3.1.1. the Subscriber determines who is a Sub User and what level of user role access to the AdminOnline Service that Sub User has;
 - 3.1.2. the Subscriber is responsible for all Sub Users use of the AdminOnline Service;
 - 3.1.3. the Subscriber controls each Sub Users level of access to the relevant organisation and AdminOnline Service at all times and can revoke or change a Sub Users access, or level of access, at any time and for any reason, in which case that person or entity will cease to be a Sub User or shall have that different level of access, as the case may be.
- 3.2. If there is any dispute between a Subscriber and a Sub User regarding access to the AdminOnline Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Sub User shall have, if any.

4. Duration

- 4.1. This Agreement will commence on registering to use of the AdminOnline Service, subject to the terms and conditions of this Agreement and shall continue after the Initial Period should you choose to continue to make use of the AdminOnline Service. After the free Initial Period has expired this Agreement will automatically renew on a month-to-month basis subject to the applicable charges and any changes which we have notified you of.

5. Charges payable by you and your payment obligations:

- 5.1. The Access Fee shall be due and payable to Jalia Technologies (Pty) Ltd by you as indicated on the invoice received from AdminOnline, after expiry of the Initial Period.
- 5.2. You are responsible for payment of all taxes and duties in addition to the Access Fee.
- 5.3. The AdminOnline Service will automatically be suspended or de-activated on the due date of the invoice. You are responsible for all reconnection fees for reactivation of the AdminOnline Service.
- 5.4. In addition to the monthly Access Fees levied by Jalia Technologies (Pty) Ltd for the AdminOnline Service, you will also pay to Jalia Technologies (Pty) Ltd all other charges relating to any other service, incurred in respect of the AdminOnline Services by you from Jalia Technologies (Pty) Ltd within 15 (fifteen) days of date of Jalia Technologies (Pty) Ltd's AdminOnline invoice. Jalia Technologies (Pty) Ltd's invoice will itemize the amounts charged to you.
- 5.5. A computerised account, or a certificate signed by a Credit Manager of Jalia Technologies (Pty) Ltd, (whose designation need not be proved), setting out the amount due by you to Jalia Technologies (Pty) Ltd shall be taken as proof in the absence of any evidence to the contrary of such amounts as well as the due date thereof and Jalia Technologies (Pty) Ltd shall not be required to provide further proof of the indebtedness unless you can show, on the face of it, that the amount set out in the computerized account or certificate is incorrect.
- 5.6. The charges levied by Jalia Technologies (Pty) Ltd may vary from time to time and Jalia Technologies (Pty) Ltd shall provide you with at least 20 (twenty) business days' notice of such variations before they take effect. You shall be bound to pay such varied charges with effect

from the date of publication thereof by Jalia Technologies (Pty) Ltd unless you exercise your right of termination as provided for in this Agreement.

- 5.7. If so required by Jalia Technologies (Pty) Ltd in its sole discretion you must make payment of all amounts due to Jalia Technologies (Pty) Ltd by means of a direct debit order against your banking account. You shall not be entitled to withdraw or revoke the authority of Jalia Technologies (Pty) Ltd to draw against your banking account for the duration of this Agreement without the written consent of Jalia Technologies (Pty) Ltd.
- 5.8. All fees, charges and prices set out in this Agreement and/or any price list from time to time are exclusive of Value Added Tax which shall additionally be borne and paid for by you at the prevailing rate from time to time unless otherwise stated.

6. Preferential pricing, or discounts:

- 6.1. You may from time to time be offered preferential pricing or discounts for the Access Fees as a result of the number of transactions you perform using the AdminOnline Service. Eligibility for such preferential pricing or discounts is conditional upon your acceptance of responsibility for payment of any Access Fees. Without prejudice to any other rights that Jalia Technologies (Pty) Ltd may have under these Terms or at law, Jalia Technologies (Pty) Ltd reserves the right to render invoices for the full (non-discounted) Access Fees due, or suspend, or terminate your use of the AdminOnline Service in the event that any invoices for those Access Fees are not paid in full by the due date of payment.

7. General Obligations

- 7.1. You must only use the AdminOnline Service and Website for your own lawful internal business purposes, in accordance with these Terms and Conditions, and any notice sent by Jalia Technologies (Pty) Ltd or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide AdminOnline Services to others but if you do so you must ensure that you are authorised to do so and that all persons for whom or to whom AdminOnline Services are provided comply with and accept all terms of this Agreement that apply to you.

8. Value-Added AdminOnline Services

- 8.1. You acknowledge and agree that should you subscribe to any additional service(s) provided by Jalia Technologies (Pty) Ltd (value-added service(s)), the provision of such value-added service(s) by Jalia Technologies (Pty) Ltd will be subject to Jalia Technologies (Pty) Ltd's standard terms and conditions applicable to those AdminOnline Services from time to time with which you undertake to make yourself familiar with; and

9. Access Conditions

- 9.1. You must ensure that all usernames and passwords required to access the AdminOnline Service are kept secure and confidential. You must immediately notify Jalia Technologies (Pty) Ltd of any unauthorised use of your passwords or any other breach of security and Jalia Technologies (Pty) Ltd will reset your password and you must take all other actions that Jalia Technologies (Pty) Ltd reasonably deems necessary to maintain or enhance the security of Jalia Technologies (Pty) Ltd's computing systems, networks and the AdminOnline service and your access to the AdminOnline Services.

- 9.2. As a condition of these Terms, when accessing and using the AdminOnline Services, you must:
- 9.2.1. not attempt to undermine the security, or integrity of Jalia Technologies (Pty) Ltd's computing systems, or networks or, where the AdminOnline Services are hosted by a third party, that third party's computing systems and networks;
 - 9.2.2. not use, or misuse, the AdminOnline Services in any way which may impair the functionality of the AdminOnline Services or Website, or other systems used to deliver the AdminOnline Services or impair the ability of any other user to use the AdminOnline Services, or Website;
 - 9.2.3. 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 AdminOnline Services are hosted;
 - 9.2.4. not transmit, or input into the Website, any files that may damage any other persons computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use); and
 - 9.2.5. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the AdminOnline Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

10. Access Limitations

- 10.1. Use of the AdminOnline Service may be subject to limitations, including but not limited to monthly transaction volumes you are permitted to make against Jalia Technologies (Pty) Ltd's AdminOnline application programming interface. Any such limitations will be specified within the AdminOnline Service.
- 10.2. **"Technical Problems"** In the case of technical problems you must make all reasonable efforts to investigate and diagnose problems before contacting Jalia Technologies (Pty) Ltd. If you still need technical help, please check the support provided online by Jalia Technologies (Pty) Ltd on the AdminOnline Website or failing that email us at support@adminonline.co.za.
- 10.3. **"Service Availability"** Whilst Jalia Technologies (Pty) Ltd intends that the AdminOnline Services should be available 24 hours a day, seven days a week, it is possible that on occasions the AdminOnline Services or Website may be unavailable to permit maintenance or other development activity to take place. If for any reason Jalia Technologies (Pty) Ltd has to interrupt the AdminOnline Services for longer periods than Jalia Technologies (Pty) Ltd would normally expect, Jalia Technologies (Pty) Ltd will use reasonable endeavours to publish in advance details of such activity on the Website or by email.

11. Intellectual Property

- 11.1. The Title to, and all Intellectual Property Rights in the AdminOnline Services, the Website and any documentation relating to the AdminOnline Services remain the property of Jalia Technologies (Pty) Ltd (or its licensors).
- 11.2. Ownership of Data. Title to, and all Intellectual Property Rights in the Data remain your property. However, Your access to the Data is contingent on full payment of the Jalia Technologies (Pty) Ltd Subscription and Access Fee when due. You grant Jalia Technologies (Pty) Ltd a licence to use, copy, transmit, store, and back-up your information and Data for the

purposes of enabling you to access and use the AdminOnline Services and for any other purpose related to provision of AdminOnline Services to You, including statistic and analysis purposes.

- 11.3. Backup of Data. You must maintain copies of all Data inputted into the AdminOnline Service. Jalia Technologies (Pty) Ltd adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Jalia Technologies (Pty) Ltd expressly excludes liability for any loss of Data no matter how it was caused.
- 11.4. Third-party applications and your Data. If you enable third-party applications for use in conjunction with the AdminOnline Services, You acknowledge that Jalia Technologies (Pty) Ltd may allow the providers of those third-party applications to access your Data as required for the interoperation of such third-party applications with the AdminOnline Services. Jalia Technologies (Pty) Ltd shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

12. Risk and Ownership

- 12.1. Jalia Technologies (Pty) Ltd shall at all times remain the owner of the AdminOnline Software.

13. Disclosure of Information

- 13.1. You consent that Jalia Technologies (Pty) Ltd may, to the extent permitted by law, receive or disclose your personal information, documents, detailed records, credit profile information and/or any other credit information from or to:
 - 13.1.1. any credit providers, credit bureau or credit reporting agencies;
 - 13.1.2. any law enforcement agencies that require the information for the prevention or investigation of criminal activities;
 - 13.1.3. any of Jalia Technologies (Pty) Ltd' s shareholders, related entities, suppliers, agents, professional advisors or any company within the Jalia Technologies (Pty) Ltd Group for marketing purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act, 2008;
 - 13.1.4. any of Jalia Technologies (Pty) Ltd' s shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and service and/or auditing purposes;
 - 13.1.5. any company within the Jalia Technologies (Pty) Ltd Group for any purpose connected with the AdminOnline Services or incentive scheme purposes.
- 13.2. Despite any part of this Agreement that may indicate otherwise, Jalia Technologies (Pty) Ltd shall be entitled to utilize your detailed records for any lawful purpose including but not limited to tracing and/or collection purposes.

15. Your Acknowledgement

- 15.1. You acknowledge and agree that:
 - 15.1.1. You are authorised to use the AdminOnline Services and the Website and to access the information and Data that you input into the Website, including any information or Data input into the Website by any person you have authorised to use the AdminOnline Service. You are also authorised to access the processed information and Data that is made available to you through your use of the Website and the

AdminOnline Services (whether that information and Data is Your own or that of anyone else);

- 15.1.2. Jalia Technologies (Pty) Ltd has no responsibility to any person other than you and nothing in this Agreement confers, or purports to confer, a benefit on any person other than you. If you use the AdminOnline Services or access the Website on behalf of or for the benefit of anyone other than yourself, you agree that:
 - 16.1.2.1. You are responsible for ensuring that you have the right to do so;
 - 16.1.2.2. You are responsible for authorizing any person who is given access to information or Data, and you agree that Jalia Technologies (Pty) Ltd has no obligation to provide any person access to such information or Data without your authorization and may refer any requests for information to you to address; and
- 15.1.3. You will indemnify Jalia Technologies (Pty) Ltd against any claims or loss relating to:
 - 15.1.3.1. Jalia Technologies (Pty) Ltd's refusal to provide any person access to your information or Data in accordance with these Terms and Conditions;
 - 15.1.3.2. Jalia Technologies (Pty) Ltd's making available information or Data to any person with your authorization.
- 15.1.4. The provision of, access to, and use of, the AdminOnline Services is on an as is basis and at your own risk.
- 15.1.5. Jalia Technologies (Pty) Ltd does not warrant that the use of the AdminOnline Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the AdminOnline Service, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the AdminOnline Services. Jalia Technologies (Pty) Ltd is not in any way responsible for any such interference or prevention of your access or use of the AdminOnline Services.
- 15.1.6. It is your sole responsibility to determine that the AdminOnline Services meet the needs of your business/practice and are suitable for the purposes for which they are used.
- 15.1.7. You remain solely responsible for complying with all applicable tax and other laws. It is your responsibility to check that storage of and access to your Data via the AdminOnline Software and the Website will comply with laws applicable to you (including any laws requiring you to retain records).
- 15.1.8. The service quality and coverage available to you shall be limited to that provided by the Network in accordance with the requirements of the Electronic Communications Act, 2005 (or as amended) and the Regulatory Authority requirements. The AdminOnline Services may, from time to time, be adversely affected by physical features such as buildings and underpass, as well as atmospheric conditions and other causes of interference; and
- 15.1.9. to the extent permitted by law, Jalia Technologies (Pty) Ltd shall not be liable for non-availability of the AdminOnline Services.
- 15.1.10. Without limiting the foregoing, Jalia Technologies (Pty) Ltd does not warrant that the AdminOnline Services will meet your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded

in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title, and non-infringement.

16. Liability

- 16.1. You indemnify and hold Jalia Technologies (Pty) Ltd and each company within the Jalia Technologies (Pty) Ltd Group harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by Jalia Technologies (Pty) Ltd or any company within the Jalia Technologies (Pty) Ltd Group, which arises directly or indirectly out of a breach of the terms of this Agreement by you or by your use of the AdminOnline Services, other than in respect of losses caused by the gross negligence or intentional misconduct of Jalia Technologies (Pty) Ltd or any company within the Jalia Technologies (Pty) Ltd Group or any of their respective employees, directors or agents.
- 16.2. Any claim by you against Jalia Technologies (Pty) Ltd arising from gross negligence or intentional misconduct of Jalia Technologies (Pty) Ltd or any company within the Jalia Technologies (Pty) Ltd Group or any of their respective employees, directors or agents, shall be limited to the Subscription and/or Access Fees paid by you in the previous 12 months;
- 16.3. Without affecting the generality of 16.1 above, Jalia Technologies (Pty) Ltd shall not be liable to you for any breach of this Agreement or failure on Jalia Technologies (Pty) Ltd's part to perform any obligations as a result of technical problems relating to the Network, Online System, Data Centre, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or international, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond the control of Jalia Technologies (Pty) Ltd.
- 16.4. If you are not satisfied with the AdminOnline Service, your sole and exclusive remedy is to terminate these Terms in accordance with Clause 19.

17. Your Undertakings

- 17.1. Comply with all instructions issued by Jalia Technologies (Pty) Ltd which concern your use of the AdminOnline Services, or related matters; and
- 17.2. You will not be entitled to commercially exploit the AdminOnline Services in any manner whatsoever without Jalia Technologies (Pty) Ltd's prior written consent.
- 17.3. You will provide Jalia Technologies (Pty) Ltd with all such necessary information as Jalia Technologies (Pty) Ltd may, in its sole discretion, reasonably and lawfully require;
- 17.4. You will engage with Jalia Technologies (Pty) Ltd, other members of the Jalia Technologies (Pty) Ltd Group and their respective staff and agents in a courteous, cordial and respectful manner at all times.

18. Suspension/De-Activation

- 18.1. Jalia Technologies (Pty) Ltd may from time to time, by giving you advance notice where reasonably practicable and dependent on the circumstances, suspend the AdminOnline Services or de-activate your account determined by Jalia Technologies (Pty) Ltd, in any one of the following circumstances –
 - 18.1.1. during any technical failure, modification or maintenance of the AdminOnline Service;
 - or
 - 18.1.2. in an event of non-payment by you;

- 18.1.3. if you fail to comply with any of the terms and conditions of this Agreement; or
 - 18.1.4. if so directed by the Regulatory Authority; or
 - 18.1.5. in any other instance specifically provided for in this Agreement.
- 18.2. Having regard to the circumstances at the time of suspension, de-activation or reconnection, as the case may be, Jalia Technologies (Pty) Ltd shall be entitled to levy a reasonable fee in respect of such suspension, disconnection and/or any reconnection.
- 18.3. Where this Agreement is terminated at your instance, Jalia Technologies (Pty) Ltd shall be entitled to de-activate all your AdminOnline Services at any time on the relevant date of termination and at which time the provisions of clause 19.6 shall apply, with the necessary changes, and you shall have no claim of whatsoever nature against Jalia Technologies (Pty) Ltd as a result of Jalia Technologies (Pty) Ltd exercising its right under this clause.

19. Termination

- 19.1. In the event that you do not comply with your obligations under this Agreement and you do not correct your failure to comply after receiving a notice from Jalia Technologies (Pty) Ltd requesting you to comply within 20 (twenty) business days, then Jalia Technologies (Pty) Ltd may immediately terminate this Agreement.
- 19.2. If this Agreement is terminated by Jalia Technologies (Pty) Ltd for the reason that you have failed to remedy a material failure to comply with or a breach of the Agreement as contemplated in clause 19.1, you shall pay to Jalia Technologies (Pty) Ltd all outstanding charges for Access to the AdminOnline Services and you will be subject to payment of a reasonable premature cancellation charge, determined by Jalia Technologies (Pty) Ltd.
- 19.3. You shall repay to Jalia Technologies (Pty) Ltd on demand all costs which Jalia Technologies (Pty) Ltd incurs as a result of your failure to comply with the terms and conditions of this Agreement or any termination hereof, which may include:
- 19.3.1. costs in connection with tracing you;
 - 19.3.2. all legal costs on the attorney and own client scale, and all associated disbursements;
 - 19.3.3. collection commission that may legally be recovered from you by Jalia Technologies (Pty) Ltd's attorneys, or collection agents on amounts collected.
- 19.4. Jalia Technologies (Pty) Ltd will not provide any refund for any remaining prepaid period for a prepaid Access Fee.
- 19.5. These Terms and Conditions will continue for the period covered by the Access Fee paid or payable under clause 5.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided you continue to pay the prescribed Access Fee when due, unless either party terminates these Terms and Conditions by giving notice to the other party at least 30 days before the end of the relevant period. If you terminate these Terms You shall be liable to pay all relevant Access Fees on a pro-rata basis for each day of the then current period up to and including the day of termination of these Terms and Conditions.
- 19.6. For the avoidance of doubt, if payment of any invoice for Access Fees due in relation to any of Your Billing Details, Service Plans or any of Your Organisations (as defined at clause 5) is not made in full by the relevant due date, Jalia Technologies (Pty) Ltd may: suspend or terminate your use of the AdminOnline Service, the authority for all or any of your Organisations to use the AdminOnline Service, or your rights of access to all or any Data.

19.7. Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement you will:

19.7.1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and

19.7.2. immediately cease to use the AdminOnline Services and the Website.

20. Policies and Procedures of Jalia Technologies (Pty) Ltd

20.1. You agree to comply with and implement the policies and procedures of Jalia Technologies (Pty) Ltd from time to time in relation to the AdminOnline Services.

21. Communication

21.1. You hereby consent to the dispatch or transmission by Jalia Technologies (Pty) Ltd of all and any necessary communications in terms of the Electronic Communications and Transactions Act 25 of 2002 or subsequently enacted and relevant legislation. You are entitled to inform Jalia Technologies (Pty) Ltd if you do not wish to receive any communications for purposes of direct marketing and in this instance, Jalia Technologies (Pty) Ltd will desist from circulating any further such material to you.

21.2. When you make any communication on the Website, you represent that you are permitted to make such communication. Jalia Technologies (Pty) Ltd is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the AdminOnline Services. As with any other web-based forum, you must exercise caution when using the communication tools available on the Website. However, Jalia Technologies (Pty) Ltd does reserve the right to remove any communication at any time in its sole discretion.

22. Variation

22.1. Save as otherwise expressly provided, no addition to, variation, consensual cancellation or novation (meaning the act of either replacing an obligation to perform with a new obligation, or replacing a party to an agreement with a new party) of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by or on behalf of the duly authorised representatives of both parties.

23. Whole Agreement

23.1. This Agreement constitutes the whole agreement between the parties and no representations or warranties other than those set out herein shall be binding on the parties.

23.2. **“Delays”** Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

23.3. **Governing Law and Jurisdiction.** By accepting these Terms and Conditions, you agree that the laws of Republic of South Africa will govern this Agreement and you submit to the exclusive jurisdiction of the courts of the Republic of South Africa.

24. Address for Delivery of Notices

- 24.1. You choose as the address at which you wish to receive any correspondence or notices of a legal nature relating to this Agreement and the rendering of the AdminOnline Services as the address set out in the application or order form to which these terms and conditions relate or such other address of which you may notify Jalia Technologies (Pty) Ltd in writing provided such address is not a post office box or other postal address.
- 24.2. Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Jalia Technologies (Pty) Ltd must be sent to admin@adminonline.co.za, or to any other email address notified by email to you by Jalia Technologies (Pty) Ltd. Notices to you will be sent to the email address which you provided when setting up your access to the AdminOnline Service.

25. Severability

- 25.1. In the event of any one or more of these terms and conditions being unenforceable, such terms and conditions will be deemed to be removed from the remainder of this Agreement and the Agreement will remain binding and enforceable.

26. Payment Details Debit Order

- 26.1. The customer agrees to being credit vetted by Jalia Technologies (Pty) Ltd in order for the customer's application to be processed. The customer also gives consent to being contacted by Jalia Technologies (Pty) Ltd to verify that the details the customer provided are true and correct.
- 26.2. The customer authorizes Jalia Technologies (Pty) Ltd to debit the customer's account with the total payable on the customer's monthly Subscription and Access Fees.
- 26.3. Furthermore, the customer confirms that he understands and accepts the following conditions of authorisation:
 - 26.3.1. Jalia Technologies (Pty) Ltd may cancel the debit order should the customer's bank disallow a debit against his account on two consecutive occasions because of insufficient funds or any other reason;
 - 26.3.2. The charge, if any, levied by the customer's bank for debit order transactions will be for the customer's account.
 - 26.3.3. Should the customer's payment be referred to drawer or declined, an appropriate administration fee will be levied by Jalia Technologies (Pty) Ltd for which the customer will be liable.
- 26.4. The customer confirms that information provided in this form is true and accurate and hereby indemnifies all parties that may act on the information provided and against any claims that may result from its use.