

PART A: PAYGATE MERCHANT TERMS AND CONDITIONS

1. DETAILED DESCRIPTION OF GOODS AND SERVICES

A detailed description of HADEDA (Pty) Ltd, ("HADEDA") and its goods and services are set out in Part B of these terms below.

2. DELIVERY POLICY

A detailed description of HADEDA's delivery policy is set out in Part B of these terms below.

3. EXPORT RESTRICTION

The offering on this website is available to South African clients only unless otherwise specified.

4. RETURN AND REFUNDS POLICY

The provision of goods and services by HADEDA is subject to availability. In cases of unavailability HADEDA will refund the client in full within 30 (thirty) days. Cancellation of orders by the client will attract a 0% administration fee. Further warranties and guarantees are set out in Part B of these terms below.

5. CUSTOMER PRIVACY POLICY

HADEDA's privacy policy has been set out in full in Part B of these terms below.

6. PAYMENT OPTIONS ACCEPTED

In addition to the payment options contained in Part B of these terms below, payment may be made via Visa and MasterCard.

7. CARD ACQUIRING AND SECURITY

Card transactions will be acquired for HADEDA via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

8. CUSTOMER DETAILS SEPARATE FROM CARD DETAILS

Customer details will be stored by (Your Company) separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

9. MERCHANT OUTLET COUNTRY AND TRANSACTION CURRENCY

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

10. RESPONSIBILITY

HADEDA takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods in line with the terms contained in Part B below.

11. COUNTRY OF DOMICILE

This website is governed by the laws of South Africa and HADEDA chooses as its *domicilium citandi et executandi* for all purposes under these terms, whether in respect of court process, notice, or other documents or communication of whatsoever nature the addresses and contact details set out in clause 1 and 27 of the terms in Part B of these terms below.

12. VARIATION

HADEDA may, in its sole discretion, change these Terms or any part thereof at any time without notice.

13. COMPANY INFORMATION

This Website is run by HADEDA, a private Company, based in South Africa trading as HADEDA and with registration number 2020/059946/07 and Duncan Bussio is the Director and Linktank (Pty) Ltd is the owner.

14. HADEDA CONTACT DETAILS

HADEDA's contact details are fully set out in clauses 1 and 27 of Part B of these terms below.

PART B: TERMS AND CONDITIONS OF ONLINE PLATFORM USE AND SERVICES

1. INTRODUCTION

1.1 Hadedata Technologies (Pty) Ltd is a private company registered in terms of the laws of the Republic of South Africa, with registration number 2020/059946/07, with its physical address at 48 Empire Avenue, Beach Estate, Hout Bay, Cape Town, ("HADEDA" or "We").

1.2 HADEDA carries on the business of hosting an online platform / market place (at www.hadedata.co.za, or such other URL as it may decide from time to time), (the "Online Platform"), on which approved financial software service providers, ("Vendors") are listed and through which such Vendors and consumers, ("Consumers") of financial software are matched, introduced and can contract for services, through HADEDA's software, ("the Services").

1.3 HADEDA is the owner and proprietor of the Online Platform.

1.4 These terms and conditions of use and services, ("Terms"), will govern the provision

and use of the services via the Online Platform or otherwise, as well as access to and the use of the Online Platform and the information and functions contained thereon. Please read them carefully.

1.5 The Terms will be binding on every user of the Online Platform, whether a Consumer or a Vendor, or otherwise (referred in these Terms as "User" or "You" or "Your"). Your use of the Online Platform (i) warrants that You have read and understood these Terms and any policies displayed on the Online Platform (ii) indicates Your acceptance of these Terms and Your agreement to be bound by them, (iii) warrants and represents that You are legally entitled to use the Online Platform and that all details that You enter and information that you fill in is true and complete. If You disagree with these terms and conditions then You mustn't use the Online Platform. These Terms may be amended from time to time without notice.

2. CONSUMER PROTECTION ACT

2.1 These Terms may: (i) require the User to indemnify HADEDA, (ii) limit HADEDA's risk or liability in respect of the use of the Online Platform or the use of the Services and create risks and liabilities for the Users. Accordingly, Users who are consumers, for the purposes of the Consumer Protection Act, 68 of 2008, ("CPA"), must be aware of these Terms as they are important and must be carefully considered. HADEDA hereby specifically draws the importance of these Terms to Your attention.

2.2 It is Your responsibility, before using the Online Platform, to request clarification of any of these Terms and conditions from HADEDA if You do not understand its/their meaning.

2.3 These Terms do not intend, in any way, to limit the provisions of the CPA.

3. PRIVACY

3.1 Upon registering on the Online Platform and in the course of consuming Services or during the course of participating in any competitions, it is anticipated that You will disclose private information to HADEDA, including but not limited to (i) Your particulars, (ii) contact information, (iii) address, (iv) gender, (v) date of birth, (vi) preferences, (vii) service requirements, and (viii) any other requested information.

3.2 In line with data protection legislation, HADEDA shall not use any of Your personal information other than for the purpose set out in its prevailing privacy policy contained later in these Terms.

4. CONTENT ON THE ONLINE PLATFORM

4.1 As part of the Services, HADEDA shall list information about the products and services of third parties such as Vendors, which information is collected from such third parties. HADEDA has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness, or correctness. The User agrees that such information is provided "as is" and that HADEDA shall not be liable for any losses or damages that may arise from the User's reliance on it, howsoever these may arise.

4.2 HADEDA reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Online Platform and any information or content on the Online Platform from time to time.

4.3 HADEDA reserves the right to change Vendors and amend the third-party or Vendor products, software and services and the rates quoted in respect of both, as well as its own Services, on the Online Platform from time to time without notice.

4.4 HADEDA makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any third-party supplied information, data and/or content on the Online Platform, including without limitation, that HADEDA does not warrant that such information or any downloads shall be error-free or that they shall meet any particular criteria of performance or quality as may be stated or implied by such third party.

4.5 HADEDA expressly disclaims all implied warranties, including without limitation, warranties of fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

4.6 Whilst HADEDA has taken reasonable measures to ensure the integrity of the Online Platform and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Online Platform are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the User's system.

5. ERRORS

5.1 In the event that a Vendor's software, services or products are mispriced, HADEDA, at its sole discretion, may (i) if the actual price is higher than the price listed on the Online Platform, cancel the order and the Vendor will not be obliged to offer that software, service or product at the lower price, or (ii) if the actual price is lower than the price listed on the Online Platform, lower the price.

5.2 HADEDA shall take reasonable efforts to ensure that all information about the software, services and products of Vendors as well as its own Services are accurate, however should there be errors on the Online Platform, not arising from HADEDA's gross negligence, then HADEDA shall not be liable for any loss, claims or expenses of any kind. Notwithstanding the above, HADEDA shall not be liable for loss, claims or expenses of any kind which results from

Incorrect information which was supplied to it by a Vendor or third party.

5.3 In the event that a User becomes aware of an error on the Online Platform, the User should bring it to HADEDA's attention by way of email to admin@hadedata.co.zaco.za.

6. LINKED THIRD PARTY WEBSITES AND THIRD-PARTY CONTENT

6.1 HADEDA may provide links to third party websites on the Online Platform. These links may be provided to the User for convenience purposes only and HADEDA does not endorse, nor does the inclusion of any link imply HADEDA's endorsement of those websites, their owners, licensees or administrators or such websites' content or security practices and operations.

6.2 While HADEDA tries to provide links only to reputable websites or online partners, HADEDA cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of HADEDA and

HADEDA is not responsible for and gives no warranties or makes no representations in respect of the privacy policies or practices of linked or any third-party or advertised websites or the content thereof, on the Online Platform.

6.3. The User agrees that HADEDA shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third-party linked websites on the Online Platform. Any dealings that the User may have with any linked websites, including advertisers, found on the Website, are solely between the User and the third-party website and at the Users risk.

7. ONLINE REGISTRATION

7.1 In order to use the Services, or certain of them, You may, from time to time, be required to register on the Online Platform.

7.2 Registration and/or use of the HADEDA Online Platform by You confirms Your acceptance of these Terms which Terms shall apply as between HADEDA and Yourself, as set out above.

7.3 Registration on the Online Platform is free and does not oblige You to purchase any Services.

7.4 Upon registration on the Online Platform You will be required to select a unique username and password which will be encrypted and securely stored on our database. Users will be responsible for the safe storage of their usernames and passwords. HADEDA accepts no liability for any damages suffered or losses incurred resulting from the use of Your password by an unauthorised person. In this regard You represent and warrant that Your username and password shall (i) be used by You, and (ii) shall not be disclosed to any third party. A correct username and password shall be required to access certain Services.

7.5 Should You suspect that Your account or Your password has been compromised, You shall immediately inform HADEDA to mitigate any losses which may occur therefrom. You will remain liable for Services requested even where there has been unlawful use of your account unless such unlawful use has been caused by HADEDA as a result of its negligence.

8. THE SERVICES OFFERED ON THE ONLINE PLATFORM

LISTING SERVICES:

8.1 HADEDA shall provide listing services to Vendors in terms of which HADEDA shall list information about approved Vendors together with information about their software, products and services, on the Online Platform.

8.2 Information listed on the Online Platform, about Vendors and their products and services shall necessarily contain content which has been supplied by the Vendors. The disclaimers relating to such third-party information has been set out in clause 6 of these Terms.

8.3 The availability and use of Vendors products and services shall be subject to the Vendors' terms and conditions which have not been reproduced herein or on the Online Platform. It shall be the Consumer's responsibility to understand and accept those terms and conditions of use prior to contracting with a Vendor for products or services.

MATCHING SERVICES:

8.4 HADEDA shall provide a matching service in terms of which a Consumer is matched with a suitable Vendor based on the Customers specific requirements. The Consumer's needs analysis shall be conducted by way of an automated self-assessment based on pre-programmed algorithms. The efficiency and accuracy of the matching services shall depend on the information provided by the Consumer during the needs analysis as well as the details of the products and services provided by the Vendor. Should any such information be incorrect or incomplete, the matching services may not be accurate. The parties acknowledge that HADEDA has no control over the information supplied, or quality thereof, and accordingly gives no undertakings or guarantees as to the accuracy of the matching services. Accordingly, the matching service is intended to be a high-level recommendation to the Consumer only.

8.5 A Vendor which is suggested to a Consumer in terms of the matching services, should not be seen as an unconditional endorsement of such Vendor and the Consumer shall be required to conduct its own due diligence investigation to determine the appropriateness of the products and services in relation to the Consumers' requirements.

8.6 While steps are taken to assess the quality of Vendors' products and services HADEDA gives no warranties or guarantees to Consumers whatsoever in respect of the Vendors, their conduct, their products or services, the fitness of their products and services for the Consumer's purpose or requirements and otherwise.

8.7 Consumers shall subsequently engage Vendors via the Online Platform through the processes provided on the Platform and shall do so at their own risk.

OTHER SERVICES:

8.8 The other services offered by HADEDA or available on the Online Platform, shall be subject to these Terms even though not specifically listed herein.

9. LEGAL RELATIONSHIP BETWEEN CONSUMERS, VENDORS AND HADEDA

9.1 HADEDA's legal relationship with Consumers is limited to the Services it offers directly to Consumers via the Online Platform, including the use of the Online Platform to search for

Vendors, the matching services offered in terms of which the Consumer is matched with a suitable Vendor based on an online needs analysis performed by HADEDA, and any other services offered by HADEDA via the Online Platform from time to time.

9.2 HADEDA's legal relationship with a Vendor is limited to that of an independent service provider, whereby HADEDA offers to list the Vendor's products and services on the Online Platform, the matching services set out above, as well as related services which may be detailed in separate service level agreements with the Vendors from time to time.

9.3 The Vendor's software, products and services listed on the Online Platform, are ultimately supplied by the relevant Vendor to Consumers directly, independently of HADEDA and the Consumer and the Vendor shall conclude a service level agreement setting out, *inter alia*, the deliverables and service levels applicable to the supply of the software, products and services. The Vendor shall have a direct legal relationship with the Consumer in respect of the provision of software, products and services provided by it to the Consumer and shall be solely responsible to the Consumer for the delivery of that software, products and those services and the rights and obligations attaching thereto to the exclusion of HADEDA. HADEDA shall have no obligations to a Consumer, whatsoever, in respect of the delivery of

products or services by the Vendor to the Consumer and shall not be party to any service level agreement between the Vendor and the relevant Consumer. Accordingly, HADEDA accepts no legal responsibility for any obligations in respect of such provision of software, products and services, nor for the actions of the Vendor *vis-à-vis* a Consumer, whatsoever.

9.4 HADEDA's legal involvement in the relationship between a Vendor and a Consumer who contracts the Vendor for products or services, shall be that of an independent "broker" facilitating the introduction of Vendor to the Consumer with a view to the Consumer contracting the Vendor for products or services independently of HADEDA. Notwithstanding the above, HADEDA shall be responsible for the invoicing of all the Vendor's products and services which are contracted for by Consumers via the Online Platform. This shall not alter the legal relationship for the delivery of products and services between the Consumer and the Vendor.

10. USAGE RESTRICTIONS OF THE ONLINE PLATFORM

10.1 The Services provided via the Online Platform have been set out in these Terms.

10.2 The User shall be entitled to utilise the Online Platform and the Services for the ordinary purpose for which they were created and shall refrain from (a) attempting to copy any of the source code of the Online Platform or attempt to determine any of the architecture thereof, (b) attempting to change any source code of the Online Platform, (c) providing access to access restricted parts of the Online Platform to unauthorised users, (d) posting or transmitting or uploading, by means of reviews, comments, suggestions, ideas, questions or other information through the Online Platform, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind.

11. THE PRICE AND PAYMENT FOR SOFTWARE, PRODUCTS AND SERVICES

11.1 The service charges applicable to the various Vendors' products or services which are listed on the Online Platform shall either be listed on the Online Platform or be quoted by HADEDA on request. The service charges shall be set by the relevant Vendor and may be amended from time to time without notice by the Vendor.

11.2 All prices displayed on the Online Platform or as quoted, are in South African Rand (ZAR), excluding Value Added Tax, ("VAT") at the rate of 15% (fifteen percent), unless otherwise specified, and are only applicable within the Republic of South Africa.

11.3 Notwithstanding that the contract for Vendors' products or services shall be between the relevant Vendor and the Consumer, HADEDA shall be responsible for the invoicing of all Vendor's products and services contracted for via the Online Platform, on a monthly basis or at other frequency as the service charges may be payable.

11.4 HADEDA shall issue invoices to the Consumer, setting out the relevant service charges applicable in respect of the relevant Vendors' products and services contracted for.

11.5 Invoices shall be issued on the 1st day of each month, in advance of the relevant products or services being supplied, and are payable on presentation by way of monthly debit order in line with a debit order authorisation signed by the Consumer in favour of HADEDA. HADEDA may, in its sole discretion, approve other payment methods.

11.6 If HADEDA is unable to collect the fees due by the due date for payment, then the Consumer shall pay interest on any outstanding amount at the rate of 4% (four percent) per annum above HADEDA's Bank's base rate from time to time from the due date for payment until the payment is made in full, whether before or after judgment in addition to the costs of all steps taken to collect outstanding amounts from the Consumer, on an attorney and own client scale.

11.7 A certificate signed by a director of HADEDA as to the amount of the Consumer's indebtedness hereunder shall be *prima facie* evidence of the amount of indebtedness shown in that certificate and shall be binding on the Consumer for all purposes, including for use in any court proceedings.

11.8 The relevant Vendor has the right, in addition to any other rights contained in its service level agreement with the Consumer, to suspend the supply of products or services, during periods in which an amount is outstanding by the Consumer for those products and services.

11.9 If the Consumer disputes any invoice or other request for payment, it shall immediately notify HADEDA in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. HADEDA shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out herein. If no notice of dispute has been received by the Consumer within 5 (five) days of the issue of an invoice, the Consumer will be deemed to have accepted and approved the invoice and shall be estopped from disputing same thereafter. Disputes that cannot be resolved by HADEDA shall be referred to the Vendor for further action.

11.10 Payments received shall be first applied to interest, if any, and then to the oldest debt.

12. SECURITY

12.1 In order to ensure the security and reliable operation of the Services to all Users, HADEDA hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications relating to the Online Platform.

12.2 A User may not utilise the Online Platform in any manner which may compromise the security of HADEDA's networks or tamper with the Online Platform in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Online Platform, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Online Platform, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be criminally prosecuted. Further, should HADEDA suffer any damage or loss, civil damages may be claimed by HADEDA from the User.

12.3 Any User who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by HADEDA and its affiliates, agents and/or partners.

12.4 HADEDA does not guarantee that the Online Platform does not contain viruses however, HADEDA has reasonable virus protection in place. The User must ensure that it has its own virus protection in place.

13. UPTIME OF THE ONLINE PLATFORM

13.1 HADEDA undertakes that the Online Platform will be operational to such an extent that Users have the ability to access the Online Platform for a minimum of 97% of the time.

13.2 HADEDA shall not be liable for any interruption to the ordering and other services offered on its Online Platform caused by scheduled or unscheduled downtime.

13.3 HADEDA may suspend any User's registration and use of the Online Platform for any reason, including their breach of any of these Terms or cases of suspected fraud. HADEDA shall not be liable to any such User in respect of their inability to use the Online Platform, it being agreed that the right of access to the Online Platform is reserved.

14. UPDATES TO THE ONLINE PLATFORM

14.1 HADEDA shall be entitled to implement updates to the Online Platform, without notice to the Users. All updates shall run in a manner so as to minimise the effect on the Users thereof. An update may, from time to time, however, have a temporary effect on the use of the Online Platform which is reasonable and necessary and for which HADEDA shall not be liable to the Users whatsoever.

14.2 HADEDA shall be entitled to modify any information on the Online Platform from time to time and without notice to the Users.

15. SUPPORT AND SERVICE LEVELS RELATING TO THE ONLINE PLATFORM

15.1 HADEDA shall provide technical support regarding the functionality of the Online Platform.

15.2 First line technical support contact admin@hadeda.co.za offered during office hours on business days. Support queries shall be logged by email to. Queries will be triaged and acknowledged within 24 hours. Technical support will be delivered in line with the service levels contained in the table below:

Severity of fault	Definition	Service level response and times
1	Critical severity failures: An error in, or failure of, the software that results in a complete outage of the Services or critical function, including function unusable for a majority of users, no work around.	Technicians will work continuously to resolve the incident using all reasonable endeavours to work 7 (seven) days per week until the problem is resolved, or a mutually agreed plan of action is defined.
2	Medium severity failures: a key function of the Software is not working, no work around.	Technicians will work continuously during business hours to resolve the incident. The incident will be resolved as appropriate in a release, service pack or update.
3	Low severity failures: minor issues causing limited inconvenience, workaround available.	Technicians will work during business hours to resolve the incident with due diligence as part of the normal software development cycle. The incident will be resolved in a future upgrade.

16. SUPPORT RELATING TO A VENDOR'S PRODUCTS OR SERVICES

16.1 For convenience, all requests for support in relation to a Vendor's products or services must be directed to HADEDA, which will facilitate the logging of support matters to be provided by the relevant Vendor. HADEDA will not be liable to and shall not offer any support services to a Consumer in respect of a Vendor's product or service, otherwise than set out herein.

17. COMPLAINTS

To report service which did not meet Your expectations or to lodge any complaints kindly contact our Admin by email admin@hadeda.co.za.

18. WARRANTIES

18.1 HADEDA does not and cannot provide any warranties or guarantees in respect of Vendors' software, products or services listed on the Online Platform and such software, products or services shall carry the Vendors' warranties and guarantees only, copies of which can be supplied to You on request.

18.2 HADEDA offers no warranties or guarantees, implied or otherwise, to the User, in respect of the Services that it offers to the User, other than those listed in these Terms. HADEDA specifically makes no warranty or representation as to the availability, accuracy, or completeness of the content of the Online Platform or the functionality of the software thereon.

18.3 The User warrants that he/she will not in any way use the Online Platform to distribute material which breaches the use provisions of these Terms.

19. LIMITATION OF LIABILITY

19.1 The Users' use of the Online Platform is entirely at their own risk and the Users assume full responsibility and risk of loss resulting therefrom, unless otherwise stipulated in this clause.

19.2 The transmission of information via the internet is susceptible to monitoring and interception. Whilst HADEDA shall take all reasonable steps to ensure the secure operation and protection of data, the User bears all risk of transmitting information in this manner. Under no circumstances shall HADEDA be liable for any loss, harm, or damage suffered by a User as a result thereof, unless otherwise expressly provided herein.

19.3 HADEDA shall not be responsible to any Consumer whatsoever in respect of the use of any Vendors' software, products or services, or in respect of the conduct of a Vendor in relation to the Consumer. HADEDA shall not be responsible to a Vendor in respect of the conduct of a Consumer in relation to the Vendor.

19.4 Notwithstanding any other provision of these Terms, HADEDA shall not be liable to Consumers or Vendors, or any other person for any actual and/or contingent losses, claims,

liabilities, damages, costs or expenses of any nature whatsoever in respect of the consumption of a Vendor's software, products or services by a Consumer and the Users shall indemnify HADEDA and its affiliates against all claims for losses, liabilities, damages, costs (including, without limitation, legal costs on the scale as between attorney and own client and any additional legal costs) and expenses of any nature whatsoever which HADEDA or its affiliates may suffer or incur as a result of or in connection with the provision of the Vendor's software, products or services by a Vendor to a Consumer.

19.5 Neither HADEDA nor its affiliates nor any of its officers, contracted employees, directors or employees shall be liable to Users or any other person for any actual and/or contingent losses, claims, liabilities, damages, costs or expenses of any nature whatsoever, which the User or any other person may suffer or incur as a result of or in connection with the use of or access to the Online Platform, the content thereof, the use or content of any third-party linked website, the functionality of the Online Platform or the performance or rendering of the Services (including any act or omission) by HADEDA, except by reason of and to the extent of the gross negligence and/or wilful misconduct or fraud on the part of HADEDA.

19.6 The Users agree that the sole and exclusive maximum liability arising from any Services provided by HADEDA on the Online Platform shall be the price of for those Services in the three-month period ending immediately prior to the event giving rise to such liability.

19.7 Under no circumstances shall HADEDA, its officers or other representatives be held liable for direct, indirect, special, incidental or consequential damages, including but not limited to harm to any property arising out of the inability to use or access the Online Platform.

19.8 The Users hereby unconditionally and irrevocably indemnify HADEDA and agree to hold HADEDA free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by HADEDA or instituted against HADEDA as a direct or indirect result of (i) the User's use of the Online Platform (ii) software, programs and support services supplied by, obtained by or modified by the User or any third party without the consent or knowledge of HADEDA, (iii) the User's failure to comply with any of these Terms or any other requirements which HADEDA may impose from time to time (iv) the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software or, (v) any unavailability of, or interruption in, the Services which is beyond the control of HADEDA.

20. INTELLECTUAL PROPERTY

20.1 All of the intellectual property relating to the Online Platform, including the source code, concepts, designs, pricing structures, business model, logos, methods, services, algorithms, graphics, icons, agreements with Vendors and other third-party service providers and other intellectual property, together with the content on the Online Platform, constitutes intellectual property to HADEDA and is owned by HADEDA or licensed to HADEDA.

20.2 This Online Platform is owned and operated by HADEDA. All items appearing on the Online Platform are the sole property of HADEDA or licensed to HADEDA. Nothing relating to the Online Platform may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without the express written permission of HADEDA or in the ordinary course of using the Online Platform and the Services as they were intended by HADEDA. All rights not expressly granted herein are reserved.

20.3 HADEDA, by allowing access to and use of the Online Platform, grants the Users a license to do so.

20.4 HADEDA has the right to restrict access to and use of the Online Platform for any User at any time resulting from any breaches of the Terms hereof or for any other reason in order to protect its rights herein. Any unauthorized use of the Online Platform may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

20.5 All intellectual property rights which form part of the Online Platform are owned by HADEDA. Such rights are protected by both South African and international intellectual property laws. All data and information communicated to or from the Online Platform as well as the database are the sole property of HADEDA.

20.6 No Users shall have a right, title or interest in the Online Platform.

21. NON-COMPETE, NON-CIRCUMVENT, CONFIDENTIALITY

21.1 The Users acknowledges that the Online Platform, its content and all intellectual property related thereto, constitutes a proprietary interest vesting in HADEDA which has been developed at great costs and is confidential in nature.

21.2 The Users agree that by reason of its association with HADEDA and use of the Online Platform that they will acquire knowledge of the Online Platform and the business model and should the User disclose such information or any other information which is confidential information or information which the User should reasonably have considered to be confidential, to third parties or use the confidential information in a manner which competes with HADEDA or circumvents this agreement with HADEDA, that HADEDA could suffer considerable harm and/or damages.

21.3 Accordingly, the User undertakes to refrain from (a) any disclosure of any confidential information of HADEDA, (b) any actions which will amount to competition with HADEDA, (c) any actions aimed at circumventing this agreement, (d) any use of the Online Platform other than the use for which it is made available.

21.4 Furthermore, Consumers, who are matched with the relevant Vendors, shall be bound to contract with those Vendors exclusively via the Online Platform and via HADEDA as broker it being agreed that HADEDA shall be the effective cause of the introduction between a Vendor and a Consumer following their introduction using the matching services. Should the Consumer circumvent these Terms and contract the relevant Vendor directly, after the introduction through the Online Platform, it shall be liable to HADEDA for the damages and losses incurred as a result, including legal costs on the scale as between attorney and own client and any additional legal costs.

21.5 Should a User, or any of its employees or agents, breach the abovementioned provisions, then the User shall be liable to HADEDA for the damages and losses incurred as a result, including legal costs on the scale as between attorney and own client and any additional legal costs. In addition, HADEDA shall be entitled to approach a court for urgent relief, including injunction.

22. PROPER LAW AND JURISDICTION

These Terms are subject to the law of the Republic of South Africa. The User consents to the

jurisdiction of the Magistrate's Court, with territorial jurisdiction, in respect of any action arising herefrom, notwithstanding the amount of that claim. Nothing prevents either party to bring action in another appropriate court or forum, including a forum set out in the CPA.

23. FORCE MAJEURE

HADEDA shall be entitled to suspend access to the Online Platform and cancel orders (without liability) in the event that HADEDA's performance is hindered or prevented by strikes or other trade disputes, riots, war (declared or undeclared), acts of civil insurrection, fire, flood, pandemic, (such as COVID-19, any resulting government lockdown), accident or other cause beyond the control of HADEDA preventing it from performing.

24. MISCELLANEOUS

24.1. If any provision of these Terms is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of the remaining terms.

24.2. These Terms constitute the whole agreement between the parties relating to the subject matter hereof. Any indulgence or extension of time granted by HADEDA to You shall not be construed as a waiver or variation of any of our rights or remedies.

24.3 This Online Platform is governed by the laws of South Africa and HADEDA chooses the personal particulars provided in clause 1 as its *domicilium citandi et executandi* for all purposes under these Terms, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

25. PRIVACY POLICY

25.1. This privacy policy is complementary to these Terms or any additional privacy policy which is made available on the Online Platform from time to time.

25.2. We respect Your privacy and will use our best endeavours to protect it, as set out herein below.

25.3. The purpose of this privacy policy is to set out how We collect, use, share and otherwise process Your personal information when You use the Online Platform, register or apply online for any of our Services, or when You contact us electronically or provide Your information pursuant to a competition.

25.4. Should You decide to register as a User on the Online Platform, We may require You to provide us with personal information which includes, but is not limited to –

25.4.1. Your full or registered name;

25.4.2. Your email address;

25.4.3. Your physical address;

25.4.4. Your gender;

25.4.5. Your mobile number; and

25.4.6. Your date of birth.

25.5. You have the right to object to the processing of Your personal information. It is voluntary to accept these terms and conditions. However, We require Your acceptance to enable You to use this Online Platform and to provide You with access to use our Services.

25.6. You have an obligation to notify us, as soon as reasonably possible, if any of Your personal information held by us changed or is no longer valid to ensure our records are up to date. You can update Your personal information telephonically or per email.

25.7. You may choose to provide additional personal information to us, in which event You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent Your affiliation with anyone or anything.

25.8. We will not, without Your express consent use Your personal information for any purpose, other than as set out below:

25.8.1 in relation to the provision of the Services;

25.8.2 to contact You regarding current or new Services offered by us or any of our divisions, affiliates and/or partners or Vendors (unless You have opted out from receiving marketing material from us);

25.8.3 to inform You of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless You have opted out from receiving marketing material from us); and

25.8.4 to improve our service selection and Your experience on this Online Platform by, for example, monitoring Your browsing habits, or tracking Your sales on this Online Platform with a view to, *inter alia* match You with the most suitable Vendor; or

25.8.5 We will not disclose Your personal information to any third party, other than as set out below:

- to our employees and/or third-party service providers who assist us to interact with You via the Online Platform, by email or any other method, in the course of providing the Services or to Vendors to facilitate an introduction;
- to our divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with You via email or any other method for purposes of sending You marketing material regarding any current or new services, new features, special offers or promotional items offered by them (unless You have opted out from receiving marketing material from us);
- to law enforcement, government officials, fraud detection agencies or other third parties when We believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms;
- to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, these service providers may only use Your information in connection with the services they perform for us and not for their own benefit;
- to our Vendors or service providers in order for them to liaise directly with You regarding any services You have purchased which requires their involvement; and

- to any third-party service provider during the course of conducting any competitions for the purpose of collecting and storing Your entry information and selecting a winner only.

25.9 We are entitled to use or disclose Your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, We are entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

25.10 We will ensure that all of our employees, third-party service providers, divisions, affiliates and partners (including their employees and third party service providers) with access to Your personal information are bound by appropriate and legally binding confidentiality obligations in relation to Your personal information.

25.11 If You share Your personal information with any third parties, We will not be responsible for any loss suffered by You.

25.12 You agree that We may transfer Your personal information outside of South Africa if You give us an email address that is hosted outside South Africa. We will ensure that any country, company or person that We pass Your personal information to agrees to treat Your information with the same level of protection as We are obliged to.

25.13 Your privacy is important to us and We will therefore not sell, rent or provide Your personal information to unauthorised third parties for their independent use, without Your consent.

25.14 When You provide a rating or review of our Services, You consent to us using that rating or review as We deem fit, including without limitation, on the Online Platform, in newsletters or other marketing material. The name that will appear next to that rating or review is Your first or registered name, as You would have provided upon registration. If You do not agree to this, please do not put any ratings or reviews on the Online Platform. We will not display Your surname, in the case of a natural person, nor any of Your contact details, with a rating or review.

25.15 We will -

25.15.1 treat Your personal information as strictly confidential, save where We are entitled to share it as set out in this policy;

25.15.2 take appropriate technical and organisational measures to ensure that Your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

25.15.3 provide You with access to Your personal information to view and/or update personal details;

25.15.4 promptly notify You if We become aware of any unauthorised use, disclosure or processing of Your personal information;

25.15.5 provide You with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

25.15.6 upon Your request, promptly return or destroy any and all of Your personal information in our possession or control, save for that which We are legally obliged to retain.

25.16 We will not retain Your personal information longer than the period for which it was originally needed, unless We are required by law to do so, or You consent to us retaining such information for a longer period.

25.17 We undertake never to sell or make Your personal information available to any third party other than as provided for in this policy.

25.18 Whilst We will do all things reasonably necessary to protect Your rights of privacy, We cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of Your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

25.19 Kindly advise if You do not wish to receive any direct telephone marketing or to receive any direct electronic marketing from us. We will store Your personal information for the purpose to action this request and action it as soon as reasonably possible.

25.20 In the event that We become involved in a proposed or actual merger, acquisition or any form of sale of any assets, We have the right to share Your personal information with the third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to Your personal information. The terms of this privacy policy will continue to apply.

25.21 We may amend this privacy policy at any time. We will give You notice of any material changes within a reasonable time, however, We recommend that You familiarise Yourself with this privacy policy regularly.

25.22 The latest and most recent version of this privacy policy will govern the respective rights and obligations between You and us each time that You access and use the Online Platform.

25.23 This privacy policy is governed by the laws of the Republic of South Africa, and You consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy policy.

25.24 Should You believe that We have used Your personal information contrary to this privacy policy, You must first attempt to resolve any concerns with us. If You are not satisfied after this process, You have the right to lodge a complaint with the Information Regulator (which address can be found herein below), under the Protection of Personal Information Act, No. 4 of 2013.

The Information Regulator (South Africa)

SALU Building

316 Thabo Sehume Street

Pretoria

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26. COOKIES POLICY

26.1 The Online Platform makes use of "cookies" to automatically collect information and data through the standard operation of the internet servers. "Cookies" are small text files a Online Platform can use (and which We may use) to recognise repeat users, facilitate the user's on-going access to and use of a Online Platform and allow an Online Platform to track usage behaviour and compile aggregate data that will allow the Online Platform operator to

improve the functionality of the Online Platform and its content, and to display more focused advertising to a user by way of third-party tools. The type of information collected by cookies is not used to personally identify You. If You do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows You to deny or accept the cookie feature. Please note that cookies may be necessary to provide You with certain features available on the Online Platform, and thus if You disable the cookies on Your browser You may not be able to use those features, and Your access to our Online Platform will therefore be limited.

26.2 If You do not disable "cookies", You are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause.

26.3 To the extent that these Terms or the Online Platform contains references to other Online Platforms, outside of HADEDA's control, HADEDA is not responsible for the practices and policies, privacy, cookies and otherwise, of those third parties.

27. INFORMATION REQUIRED IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO 25 OF 2002 ("ECT ACT")

27.1 For the purposes of the ECT Act, HADEDA's information is as follows:

27.1.1 **Full name:** Hadedda Technologies (Pty) Ltd;

27.1.2 **Registration number:** 2020/059946/07;

27.1.3 **Main business:** the provision of an online platform comprising a marketplace where approved suppliers and consumers of financial software can be introduced and contract for services.

27.1.4 **Office bearer:** Admin

27.1.5 **Phone number:** 087 807 8500

27.1.6 **Official email address:**

admin@hadedda.co.za