



## HOSTING SERVICES AGREEMENT

### Summary of our Agreement:

<b>Parties to this Agreement:</b>	CoCre8 Technology Solutions Pty Ltd (“CoCre8”, “our”, “we”, “us”) and the user/customer of the services (“you”, “your”)
<b>Definitions</b>	See clause 2 below
<b>Commencement:</b>	This Agreement will commence from the date upon which CoCre8 provides you with a username and password or your Server/website/mail is functional on our servers
<b>Acceptance of electronic invoicing:</b>	By placing an order through our website or otherwise, you agree to accept electronic invoices from CoCre8 for the purpose of claiming input tax
<b>Changing of service:</b>	We may change the features or functionality of any Service over time
<b>Acceptable Use Policy:</b>	You must read and comply with the Acceptable Use Policy that relates to your use of our Services
<b>Restriction of access to services:</b>	If you breach our Agreement, CoCre8 may restrict your access to the Services
<b>Intellectual property rights:</b>	You accept that you will get no rights to our intellectual property on our systems
<b>Your Content:</b>	You will retain all your intellectual property rights to any of your content you host with us
<b>Your Personal Data:</b>	CoCre8 may keep your Personal Data and use it, for specified purposes. For example: to enable us to collect your debit order payment; as well as our internal marketing and contract administration, unless you specifically tell us that we may not do this
	In Additional to this, we do not keep financial details on our systems; all financial details are kept and managed by the payment vendor we have chosen to manage the billing and payment advice
	We do not access to any of your data stored on any of the hosted services you buy and use from us. If there is a requirement to assist in a support request and needing to access your services on your behalf, written consent must be provided clearly on a company letterhead or private capacity acknowledgment
<b>Liability:</b>	CoCre8’s liability to you is limited. This means that we will not be liable to you for any damages or loss that you may suffer as a result of the fulfilment of the obligations under our Agreement
<b>Governing law:</b>	South African law governs our Agreement
<b>Addresses for service:</b>	We will use the address you give us as the address to serve legal notices and documents to you
<b>Specific Terms:</b>	Our Specific Terms go into more detail and address specific issues around our products and are an extension of our Terms of Service. The Specific Terms will apply if there is any conflict of meaning with these Terms of Service

### 1. TERMS OF SERVICE

- 1.1. These Terms of Service (together with the rest of our Agreement) govern our relationship with you.





- 1.2. These Terms of Service includes:
- 1.2.1. the duration of our Agreement;
  - 1.2.2. fees to be paid to CoCre8;
  - 1.2.3. when CoCre8 is authorised to monitor communications and content;
  - 1.2.4. the appropriate and reasonable measures CoCre8 takes to protect the security of your data and our systems;
  - 1.2.5. when CoCre8 is authorised to suspend or terminate your services; and
  - 1.2.6. the process followed when resolving disputes.
- 1.3. CoCre8 is a South Africa hosting service provider that provides a range of Servers, SDDC, web hosting, mail and backup services to its customers. Our services include solutions from: Ultra DC, Office 365, Acronis, N-Able, Strategix, Routed, Azure, Titan HQ, Fortitude, Absolute. The services are given subject to our agreement.

## 2. DEFINITIONS

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

WORD	MEANING
<b>AFSA</b>	The Arbitration Foundation of Southern Africa (or any replacement).
<b>Agreement</b>	These Terms of Service, the Specific Terms, the Acceptable Use Policy.
<b>Controller</b>	The person or organisation who determines the purpose and means of processing data.
<b>Customer</b>	Is any person identified on the application form for Services or in any addendum;
<b>Customer Data</b>	Any username, password or email address we give the Customer as part of the Services. This excludes Customer Domains we manage as part of the Services;
<b>Data Protection Laws</b>	All data protection and privacy laws and regulations applicable to the processing of Personal Data under our Agreement, including: <ul style="list-style-type: none"> <li>• while they remain in force, the European Directive 95/46/EC, the Data Protection Act 1998 the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003;</li> <li>• from and including 25 May 2018, Regulation (EU) 2016/679 ('General Data Protection Regulation' or 'GDPR');</li> <li>• any other applicable laws and regulations relating to the processing of Personal Data and privacy; and</li> <li>• if applicable, the guidance and codes of practice issued by any relevant data protection or supervisory authority.</li> </ul>
<b>Terms of Service</b>	Terms of Service These general terms of service governing us providing Services to you
<b>Personal Data</b>	Any information about an identified or identifiable natural person ('Data Subject') which is processed in terms of any applicable Data Protection Law.
<b>Process or processing</b>	Any operation which is performed on Personal Data including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.





<b>Processor</b>	A processor is a person or organisation who processes personal data on behalf of a Controller.
<b>Specific Terms</b>	The terms and conditions which supplement the Terms of Service and govern the use of individual Services.
<b>Sub-processor</b>	Any Processor we use to assist us in fulfilling our obligations in providing the Services.
<b>you or your</b>	The Customer, including a legal entity (such as a company), who enters into an Agreement with CoCre8.

### 3. OUR AGREEMENT

- 3.1. Our Agreement governs the contractual relationship between us.
- 3.2. Unless expressly provided to the contrary in our Agreement, if there is a conflict in meaning, the following precedence ranking will apply (from highest to lowest):
  - 3.2.1. the Specific Terms;
  - 3.2.2. these Terms of Service;
  - 3.2.3. the Acceptable Use Policy;
  - 3.2.4. the Privacy Policy;
  - 3.2.5. the policies that may be introduced by us from time to time which we notify you of;
  - 3.2.6. any documents incorporated by reference in our Agreement.

### 4. AMENDMENT TO OUR AGREEMENT

- 4.1. CoCre8 reserves the right to unilaterally vary or amend this Agreement from time to time, without notice, in which event any such variation or amendment will take effect from the date of CoCre8 publishing such amended Agreement on its website. You will be under no obligation to place any new orders for goods and/or services after any such variation or amendment hereto, provided that any new orders placed by you and/or your continued use of our services after any such variation or amendment of this Agreement will be deemed to constitute a full acceptance by you of the variations or amendments hereto.
- 4.2. It is your responsibility as a diligent user to check any amendments posted on the website.
- 4.3. If you object to any amendment, you may terminate your relationship with us.
- 4.4. The Customer may be an incorporated entity (such as a company or close corporation), trust, partnership, or individual.
- 4.5. If a person enters into our Agreement:
  - 4.5.1. in a representative capacity on behalf of a Customer who is an incorporated entity;
  - 4.5.2. on behalf of an unincorporated entity; or
  - 4.5.3. in any other representative capacity recognised in South African law,
 such person warrants that:- they are legally authorised to do so and indemnifies CoCre8 against any loss or damage that we may sustain resulting from the person's lack of authority; and- all the information supplied to CoCre8 at any time relating to the entity, trust, partnership, association or other person who they represent is true, accurate, and complete.
- 4.6. We reserve the right to treat all misrepresentations by you or the person representing you as fraud. The person representing you, and/or you, indemnifies us against any loss or damage that we may sustain resulting from the person's lack of authority.
- 4.7. If we discover that you have fraudulently contracted to receive Services or that your representative has contracted without contractual capacity to do so, we may end our Agreement or Services immediately without prejudice to us and without any further notice to you and you may not claim any restitution or refund of any amount you have already paid, regardless of whether you have used the Services or not.
- 4.8. When requested, you must give us sufficient proof of the authority of the person who takes any action or executes documents on your behalf for our Agreement. This includes providing proof that the authorised signatory of your bank account has permission to debit your account.





- 4.9. If there is a dispute between individuals or entities you are involved with (including partners, shareholders, trustees, employees), we may act on the representation of a person claiming to be duly authorised to represent you, without having to independently verify the authority.
- 4.10. You indemnify us from any action or inaction based on the representation in 4.9. If, however we ask you to give CoCre8 independent verification of the authority of any individual, you must provide it to us in a format we find reasonably acceptable.

## 5. COMMENCEMENT AND DURATION

- 5.1. Your application is an offer by you to accept Services from CoCre8. The terms relating to the acceptance of the offer are as follows: -
  - 5.1.1. we will only have accepted your offer once you have received confirmation to such effect;
  - 5.1.2. you must contact us if you do not receive such confirmation from us within a reasonable time period;
  - 5.1.3. you can accept that we have sent confirmation to you as soon as this is reflected in our log files.

## 6. SERVICE FEES

- 6.1. You must pay all service fees, as soon as they become due.
- 6.2. You must pay the service fees, according to the frequency of payment you select.
- 6.3. Where applicable, we will give you a VAT invoice in electronic format. You agree that by submitting an application to us when making application for Services, that the application is seen as your confirmation to accept electronic invoices for claiming input tax.
- 6.4. If you pay your service fees by debit order, you authorise us to make the necessary transfers from your designated bank account at the beginning of the month as per your preferred frequency of payment for the duration of our Agreement. You must put the debit order in place within seven days of the Service commencement date ("**Commencement Date**"). A rejected debit order will accrue a handling fee, per rejection.
- 6.5. We reserve the right to amend or vary the service fees and any amendment or variation of the service fees will be seen as an amendment of our Agreement. If we amend the service fees, CoCre8 will give you at least 30 days prior notice. If you object to any amended service fees, you may terminate your relationship with us.
- 6.6. All payments to be made under or arising from this Agreement will be made by electronic transfer of immediately available and freely transferable funds, free of any deductions or set-off whatsoever, in the currency of the Republic of South Africa and, in the case of payments made by the Customer, to an account designated to it by CoCre8.
- 6.7. The service fee includes Value Added Tax. You agree to pay any increase in Value Added Tax.
- 6.8. You may terminate the Service within:
  - 6.8.1. seven days after the Commencement Date if you decide not to continue subscribing to the Service; or
  - 6.8.2. within 30 days after the Commencement Date if we fail to meet the service levels for hosting services and email services as specified in the Specific Terms, provided that you exercise your right to end the agreement by giving us notice by email to [cloudadmin@cocre8.com](mailto:cloudadmin@cocre8.com).
- 6.9. If you terminate the Service for one of the above reasons, CoCre8 will refund you any service fees. However, you are still liable for any third-party costs incurred during this period e.g. domain registration costs.

## 7. MONITORING

- 7.1. We monitor our hosting facilities, but not your specific activities. Where we have to intercept communications in accordance with the Regulation of Interception and Provision of





- Communication-Related Act, 70 of 2003 (“**the Monitoring Act**”), we will do this according to the requirements of the Monitoring Act.
- 7.2. With specific regard to the monitoring of content that is found on a website that belongs to you and which is hosted by CoCre8, we have no knowledge of, nor interest in, Customer content hosted by us on your behalf using the Services and further we do not in any way contribute to or approve the content.
- 7.3. If however we determine that any content is in violation of any law (including the Films and Publications Act 65 of 1996) or of the Acceptable Use Policy, or if we receive a takedown notice from ISPA, as contemplated in section 77 of the Electronic Communications and Transactions Act 25 of 2002, we may:
- 7.3.1. ask you to remove, amend, or modify the content;
  - 7.3.2. terminate access to any Services or suspend or terminate any Services without notice;
  - 7.3.3. delete the offending content without notice;
  - 7.3.4. notify the relevant authorities of the existence of any content, make any back-up, archive, or other copies of any content; or
  - 7.3.5. take any further steps as required or requested by any authorities without notice.
- 7.4. We may disclose any content, material, or data (including any of your data) if:
- 7.4.1. required by law;
  - 7.4.2. lawfully asked to do so by any authorities, including the South African Police Services pursuant to a subpoena under section 205 of the Criminal Procedure Act 51 of 1977; or
  - 7.4.3. according to a judicial, administrative or governmental order. We do not have to give you notice.
- 7.5. You will have no recourse against us if we act under this clause and you accordingly waive your right to make any claim or demand, or to institute any legal proceedings against us.

## 8. REPORTING ABUSE

- 8.1. **Reporting Abuse / Website and services take downs**
- 8.1.1. **Email:** When reporting email abuse including SPAM, Bulk Mailing schemes, such reports need to be made via email to [abuse@CoCre8.com](mailto:abuse@CoCre8.com) along with the date received, the full header and content of such a post.
- 8.1.2. **Viruses / malicious / Discriminative content:** When reporting malicious content or viruses, such content needs to be emailed to [abuse@CoCre8.com](mailto:abuse@CoCre8.com) along with the full message. As such content may be infected which can result in it not being received, CoCre8 requests that such content to be compressed or sent via onedrive, dropbox or wetransfer and then sent or by sending such content in 2 emails to first alert us of such content and the 2nd mail containing the content.
- 8.1.3. **Website Take Downs:** In terms of section 75 of the Electronic Communications and Transactions Act (“**the Act**”) CoCre8 has designated the Internet Service Providers' Association (ISPA) as an agent to receive notifications of infringements as defined in Section 77 of the Act.
- 8.1.4. Internet Service Providers' Association (ISPA)  
Address: PO Box 518, Noordwyk, 1687  
Telephone: 010 500 1200  
Take-down notice email: [complaints@ispa.org.za](mailto:complaints@ispa.org.za)
- 8.2. Along with the following information:
- 8.2.1. Full name, physical address and contact details including phone number and email address;
  - 8.2.2. Clear identification of the unlawful material or activity;
  - 8.2.3. A description of the rights that is believed to be infringed upon;
  - 8.2.4. Actions you wish to be taken in relation to this claim;





- 8.2.5. A statement that the information in your complaint is, to your knowledge, true and correct and that you are acting in good faith;
- 8.2.6. Your signature, either written or electronic;
- 8.2.7. Domain names: All domain name disputes and requests should be referred to the ZACR.
- 8.3. **Compromised Credentials:** In the event where you suspect that any credentials linked to any CoCre8 Service, including CoCre8 Website credentials, email credentials, FTP or any other passwords linked to an CoCre8 account, such cases should be communicated to CoCre8 immediately either via telephone or any communication mechanism other than email.
- 8.4. **Security Reporting:** In the event where the Client suspects any irregular activities or security activities, such reports should be emailed to [cloudadmin@cocre8.com](mailto:cloudadmin@cocre8.com) along with any supporting logs, screenshots, or proof of incident.

## 9. SECURITY

- 9.1. All Customer Data allocated to you is personal to you and you will be liable for any loss or damage you or third parties have suffered because of your actions or the actions of a person to whom you have disclosed your Customer Data.
- 9.2. You authorise us to act on any instruction given by or purporting to originate from you even if it becomes clear that both parties have been defrauded by someone else, unless you have notified us before we acted on a fraudulent instruction.
- 9.3. If any security violations are reasonably believed to have occurred in connection with your account, we will investigate and, if necessary, change the relevant Customer Data, including access codes and passwords, and notify you immediately.
- 9.4. You must tell us immediately if any other person gains access to your Customer Data by contacting [cloudadmin@cocre8.com](mailto:cloudadmin@cocre8.com) and give us your full co-operation in any investigation we carry out.
- 9.5. You indemnify us (hold us harmless) against any claim arising from:
  - 9.5.1. your disclosure of your Customer Data to a third person;
  - 9.5.2. the use of the Customer Data by a third person; or
  - 9.5.3. any resulting action by you or a third party.
- 9.6. We reserve the right to take any action we find necessary to preserve the security and reliable operation of our infrastructure. You may not do anything (or permit anything to be done) that will compromise our security.
- 9.7. We have systems in place to assist our critical technical infrastructure to recover from a natural or human induced disaster. However, we do not specify any recovery time and are not liable for any loss or damage you suffer as a result of a disaster. You must make backups of your data. Nothing contained in our Agreement will be seen as a representation that any back-ups of data we have implemented will be successful or in any way will assist with disaster recovery.

## 10. WARRANTIES

- 10.1. We warrant that CoCre8 has the facilities, infrastructure, capacity, and capability to provide the Services.
- 10.2. Despite this warranty, the Services are provided "as is" and "as available". No warranty of any kind is given, whether express or implied, including warranties of merchantability, title, or non-infringement, except where such a warranty is specifically required by law.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. You must comply with all laws that apply to any intellectual property.
- 11.2. You must get our prior written approval before using any of our marks.
- 11.3. You grant us non-exclusive licence to use your marks so that we may exercise our rights or fulfil our obligations under our Agreement.







- 11.4. Other than as specifically provided for in our Agreement, we retain all Intellectual Property Rights employed in or otherwise related to our network infrastructure, business and the provision of any of the Services under our Agreement.

## 12. CUSTOMER INDEMNITIES

- 12.1. You indemnify (hold us harmless) from any liability arising from civil or criminal proceedings instituted against us or for any loss or damage you or a third party have suffered because of any interruption or unavailability of the Services.
- 12.2. You indemnify us and hold us harmless against all losses you have suffered or actions against us as a result of:
  - 12.2.1. the use of the Services, or any downtime, outage, degradation of the network, interruption in or unavailability of the Services. This includes software or hardware service, repairs, maintenance, upgrades, modification, alterations, replacement or relocation of premises affecting the Services,
  - 12.2.2. non-performance or unavailability of any of the services given by an electronic communications network or service provider, including, line failure, or in any international services or remote mail Servers,
  - 12.2.3. non-performance or unavailability of external communications networks to which you or our network infrastructure is connected, and
  - 12.2.4. repairs, maintenance, upgrades, modifications, alterations or replacement of any hardware forming part of the Services, or any faults or defects in the hardware.
- 12.3. If we are sued for something that you have indemnified us for, you will take our place in the lawsuit or be liable to pay us back for any costs, damages and expenses including attorneys' fees on the attorney and own client scale (you will be liable to pay our attorney's fees finally awarded against us by a court or agreed to in a written settlement agreement, provided that:
  - 12.3.1. we notify you in writing as soon as we become aware of the indemnified claim so you can take steps to contest it;
  - 12.3.2. you may assume sole control of the defence of the claim or related settlement negotiations; and
  - 12.3.3. we will give you, at your expense, with the assistance, information, and authority necessary to enable you to perform your obligations under this clause.
- 12.4. You must pay us any amount due under clause 12.3 as soon as we demand payment. If you contest the amount, you must pay the amount into your attorney's trust or give us security to cover the amount, until we have resolved the dispute.
- 12.5. You indemnify us against any loss or damage that CoCre8 may suffer because of your actions.

## 13. SUSPENSION OF THE SERVICES

CoCre8 may temporarily suspend its Service –

- 13.1. to repair, maintain, upgrade, modify, replace or improve any of its Services. Where circumstances permit, CoCre8 will provide prior notice of any service suspension to Customers. However, CoCre8 will not be held liable for any resulting loss or damage suffered as a result of the service suspension; and/or
- 13.2. where you have failed to make timeous payment to us of the service fees owing.

## 14. TERMINATION

- 14.1. CoCre8 may terminate any Services on five days written notice to you.
- 14.2. You may terminate any Services on 30 days written notice to CoCre8 in one of these ways:
  - 14.2.1. via the customer control panel,
  - 14.2.2. via email to [cloudadmin@cocre8.com](mailto:cloudadmin@cocre8.com) from an authorised email address. We will confirm your request for termination via return email.





- 14.3. If you give CoCre8 notice of termination in any manner other than as specified above you may find that the notice was invalidly given and will not have any effect.
- 14.4. **Breach:** If you breach our Agreement, we may, without prejudice to any other rights that CoCre8 may have and without notice to you:
- 14.4.1. claim immediate payment of all outstanding charges due to us,
  - 14.4.2. terminate or suspend your use of the Services, (which may include the deletion of your data)
  - 14.4.3. terminate our relationship with you; or
  - 14.4.4. list you with any credit bureau, Internet service provider list, or the South African Fraud Prevention Service.
  - 14.4.5. By agreeing to our Terms of Service, you expressly consent to this.
  - 14.4.6. In all instances, we may retain all Services Fees you have already paid and recover all of our costs associated, including legal costs on an attorney and own client scale (you will be liable to pay our attorneys' fees) with your breach.
- 14.5. Return of hardware or software: Where you have in your possession any of CoCre8's hardware or software as a result of using the Service and the related Service ends, you must immediately return the hardware or software to us.

## 15. FORCE MAJEURE

- 15.1. We will not be responsible for any breach of our Agreement caused by circumstances beyond our control, including fire, earthquake, flood, civil strike, compliance with government orders, failure of any supplier of electricity as well as no electronic communication service etc.

## 16. DISPUTE RESOLUTION

- 16.1. In the event of there being any dispute or difference between the Parties arising out of this Agreement (including but not limited to any dispute or difference as to the validity or otherwise of this Agreement, or as to the enforceability of this Agreement), the said dispute or difference shall on written demand by either Party be submitted to arbitration in Johannesburg in accordance with the AFSA rules, which arbitration shall be administered by AFSA.
- 16.2. Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, or should AFSA refuse to accept the particular request for arbitration for whatever reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.
- 16.3. Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 16.4. Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 16.5. Any arbitration in terms of this clause 16 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 16.6. This clause 16 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.







- 16.7. The Parties declare that it is their intention that this clause 16 will regulate the manner in which they will resolve any dispute or difference regarding the validity or otherwise of this Agreement, regardless of the fact that one of the parties may dispute the validity or enforceability of the Agreement.
- 16.8. The Parties agree that the written demand by a party to the dispute in terms of clause 16.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

## 17. EXCLUSION AND LIMITATION OF LIABILITY

- 17.1. CoCre8 will not be responsible for any indirect, incidental, special, or consequential damages or losses arising from our Agreement or the provision or use of the Services. This includes loss of profits, revenue, anticipated savings, business transactions, goodwill or other contracts. It is irrelevant if this is due to negligence (carelessness) or breach of contract.
- 17.2. Our total liability to you is for direct damages up to a maximum amount of:
  - 17.2.1. three months of your base hosting fee; or
  - 17.2.2. R2,500; whichever is less.
- 17.3. Our liability for direct damages under clause 17.2 will be excluded where we are held liable because of your use of any third-party services or products which you accessed together with the Services, but which we did not provide to you.
- 17.4. This clause will apply even if you advised CoCre8 of the possibility of loss of damage prior to its occurrence.

## 18. NOTICES

- 18.1. You must send all notices to CoCre8, whether for court process, notices or other documents or communications, 96 14th Road, Noordwyk, Midrand, South Africa, 1687.
- 18.2. We may give all notices to you by email to the email address you provided to us on the application form when you first subscribed for the Services.
- 18.3. Any notice or communication required or permitted to be given under our Agreement will be valid and effective only if in writing.
- 18.4. All notices you sent to us which are:
  - 18.4.1. sent by prepaid registered post will be deemed to have been received 14 days after date of postage,
  - 18.4.2. delivered by hand or email and delivered during ordinary business hours at the physical address will be deemed to have been received on the day of delivery.

## 19. DATA PROTECTION

- 19.1. For purposes of this clause, –
  - 19.1.1. "**Personal Information**" shall bear the meaning attributed thereto in the POPI Act;
  - 19.1.2. "**POPI Act**" means the Protection of Personal Information Act, No 4 of 2013; and
  - 19.1.3. "**Process**" and "**Processing**" shall have the meanings attributed thereto in the POPI Act.
- 19.2. By signing this Agreement, each Party consents to the collection, Processing and further Processing of its Personal Information by the other Party in accordance with the POPI Act, for the purposes of securing and further facilitating this, and pursuant to this, Agreement.
- 19.3. Each Party shall make available to the other Party all necessary personal information reasonably required by the other Party for the purposes of securing and further facilitating this Agreement.
- 19.4. Each Party absolves the other Party from any liability in terms of the POPI Act for failing to obtain such Party's consent or to notify it of the reason for the processing of any of its personal information.
- 19.5. In addition to the above, it is hereby recorded that the Parties undertake to ensure that they will, at all times, use their reasonable commercial endeavours to comply with all applicable





data protection laws required of them to protect any personal information which may emanate from this Agreement and/or the provision or use of the Services.

- 19.6. The Parties also agree that, if they so choose, they may retain identifiable copies of this Agreement for an indefinite period, notwithstanding the record-keeping periods which may be recommended by law from time to time, unless such extended period is strictly prohibited by law.

## 20. GENERAL

- 20.1. Entire agreement: The Agreement constitutes the entire agreement between the parties.
- 20.2. No Variation: No changes to our Agreement made by you are effective unless in writing and signed by the authorised signatories of both parties.
- 20.3. Waiver (giving up rights): Any favour we may allow you will not affect (or substitute) any of our rights against you.
- 20.4. Severability: If any term is void (invalid), unenforceable, or illegal, the term may be severed (removed) from and will not affect the rest of our Agreement if it does not change its purpose.
- 20.5. Applicable Law: South African law governs our Agreement.
- 20.6. Survival: Despite termination of our Agreement, any clause, which, from the context, contemplates on-going rights and obligations of the parties, will survive the termination and continue to be of full force and effect.

