

# Axiz Website Terms of Use

## 1. INTRODUCTION

- 1.1. These Terms of Use ("Agreement") are in addition to any other agreement that the User has signed with Axiz.
- 1.2. Where the User accesses Axiz's digital platform to purchase products and services, this will be subject to the terms and conditions contained in the Axiz Reseller Agreement or Axiz Customer Agreement (whichever is applicable) and this Agreement.
- 1.3. To the extent that a conflict may arise between the provisions of this Agreement and the any other agreement signed with Axiz, the provisions of this Agreement will apply.

## 2. DEFINITIONS

- 2.1. "Digital Services" shall mean the online platform, accessible by Axiz Resellers, Customers, Vendors, suppliers, employees, and contractors, for the exchange of information and processing of transactions related to products and services from Axiz.
- 2.2. "Data" means all data, records, files, input materials, reports, forms, and other such items that are inputted, received, stored, or transmitted by the User or Axiz using Digital Services, and includes (without limitation) Personal Information.
- 2.3. "Personal Information" has the meaning ascribed to it in the Protection of Personal Information Act 4 of 2013 ("POPI") and any applicable law in South Africa or in any other jurisdiction where Digital Services is provided or used.
- 2.4. "Virus" means a device or thing (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service of device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.
- 2.5. "User" means any person accessing any of Axiz's websites or platforms. The User shall be bound by the Reseller Agreement, Customer Agreement, or any other agreement that they have executed with Axiz.

## 3. USER'S OBLIGATIONS

- 3.1. The User will:
  - 3.1.1. comply with all applicable laws and regulations with respect to its activities under this Agreement.
  - 3.1.2. be solely responsible for procuring and maintaining its information technologies and telecommunications infrastructure from its systems to any of Axiz's websites or platforms.

- 3.1.3. not access, store, distribute or transmit any Viruses or any material during the course of its use of any of Axiz's websites or platforms that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.
- 3.2. The User will keep full and proper books of account and records of all its End Users, where applicable, with contact details clearly showing all transactions relating to this Addendum and in particular, all transactions undertaken by or through the User in relation to any of Axiz's websites or platforms and allow Axiz inspection of such books, accounts, and records at all reasonable times.
- 3.3. The User shall co-operate with Axiz to meet any other reasonable standards of sales and support performance established by Axiz and will at all times adhere to Axiz's policies.
- 3.4. The User shall notify Axiz of any proposed changes to the User including its address, telephone number, bank account details, contact details, changes to the User entity, shareholders, members, director, or office bearers, at least ten (10) days prior to such change.
- 3.5. The User shall comply with such reasonable procedures and directions as Axiz may set out in any operation manual or specify in writing from time to time.
- 3.6. The User shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit or distribute all or any portion of the Software or Documentation in any form or media or by any means or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any of Axiz's websites or platforms.
- 3.7. The User will not commit or attempt to commit any act or omission which directly or indirectly damages in any way Axiz's technical infrastructure or any part thereof, impairs or precludes Axiz from being able to provide any of Axiz's websites or platforms service in a reasonable and business-like manner.
- 3.8. The User will not at any time use any of Axiz's websites or platforms in contravention with any local or international law. In particular, the User undertakes to familiarize itself and ensure that it is kept continuously apprised of all law in force from time to time which has any bearing on any of Axiz's websites or platforms and its use. The User acknowledges that Axiz has no obligation to assist the User in this regard.

#### 4. AXIZ'S UNDERTAKINGS

- 4.1. Axiz will as far as possible, use commercially reasonable endeavours to make all Axiz's websites or platforms available twenty-four (24) hours per day, seven (7) days per week.
- 4.2. Axiz will inform the User in advance of any proposed maintenance, repair or improvement work to the technical infrastructure which may cause a disruption of service.
- 4.3. Axiz warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 4.4. Axiz reserves the right to disable the User's access to any material or to disable any Services as a result of any breach of the provisions of this Agreement.

## 5. EXCLUSIONS

- 5.1. Save as expressly set out in this Agreement, Axiz does not make any representation nor give any warranties or guarantees of any nature whatsoever in relation to the Products and Services or the accuracy or correctness of any of the data supplied or any other aspect thereof or in respect of any other written or oral communication transmitted to or made available to the User through any of Axiz's websites or platforms.
- 5.2. Axiz shall not be liable for any loss, liability, expense, or damage of whatsoever nature (whether direct, indirect, consequential, or otherwise) suffered by the User or any other person as a result of or which may be attributable to:
  - 5.2.1. the use by the User or End User or any other person of any of Axiz's websites or platforms.
  - 5.2.2. any mistake, error, or omission in any of Axiz's websites or platforms.
  - 5.2.3. any delay in delivering or in any manner communicating the data, Services and Products to the User or End User.
  - 5.2.4. any failure to deliver or in any manner communicate the data, Services and Products to the User or End User.
  - 5.2.5. any person gaining unauthorised access to any information or data secured by the User through the usage of any of Axiz's websites or platforms, processed and stored by the User or End User.
  - 5.2.6. The submission of default data by Axiz for publication by any Credit Bureau.
- 5.3. Axiz does not warrant or guarantee that any information transmitted by or made available to the User through any of Axiz's websites or platforms:
  - 5.3.1. will be uninterrupted or error-free.
  - 5.3.2. will be preserved or sustained in its entirety.
  - 5.3.3. will be delivered to any or all the intended recipients.
  - 5.3.4. will be suitable for any purpose.
  - 5.3.5. will be free of inaccuracies or defects or bugs or Viruses of any kind; or
  - 5.3.6. will be secured against intrusion by unauthorized third parties.
- 5.4. Axiz assumes no liability, responsibility, or obligation with regard to any of the exclusions set forth in this clause and will not be held responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities or any of Axiz's websites or platforms.

## 6. THIRD PARTY PROVIDERS

- 6.1. The User acknowledges that any of Axiz's websites or platforms may enable or assist it to access the website content of, correspond with and purchase products and services from third parties via third-party websites and that it does so solely at its own risk.

- 6.2. Axiz shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the User, with any such third party.
- 6.3. Axiz does not endorse or approve any third-party website, nor the content of any third-party website made available via the Digital Services platform.

## 7. ORDERING PROCEDURES

- 7.1. The User will from time to time, place orders through the Digital Services platform, which orders shall specify the products or services required and include all mandatory information required to process the order.
- 7.2. The User is responsible for the correctness of the information provided throughout the order process and grants permission to Axiz to use all the information exchanged for the purpose of processing the order and proving the products or services ordered.

## 8. PURCHASE PRICE AND TRADING TERMS

- 8.1. The purchase price for products ordered by a User shall be as reflected in an accepted Order.
- 8.2. The User will be responsible for the payment of the monthly amounts as specified in the Order, regardless of whether the End User or Customer has paid fees due to the User.
- 8.3. As some subscriptions may be foreign currency denominated, Axiz may from time to time vary the recurring subscription charges over the term of the Agreement.
- 8.4. In the event that any fees or charges owed to Axiz by the User are five (5) business days or more overdue, Axiz may suspend access to the Digital Services platform without any penalty to Axiz, pending payment or within the absolute and sole discretion of Axiz.
- 8.5. In the event of any dispute arising as to the amount or calculation of any fee or charge to which Axiz is entitled, the User will make payment in respect of any undisputed amount.

## 9. USE OF PASSWORD

- 9.1. The User acknowledges and agrees that it shall:
  - 9.1.1. take proper care of the Password and do everything that is necessary to prevent the Password from being lost, stolen, or used wrongfully.
  - 9.1.2. ensure that the Password is kept in a safe place.
  - 9.1.3. ensure the Password is changed regularly to ensure its security.
  - 9.1.4. not allow any unauthorised person to obtain knowledge or use of the Password.
- 9.2. The User acknowledges and agrees that if the Password is lost, stolen, or used wrongfully, or is used by any other person than the prescribed user due to the negligence of the User, the User shall still be liable for any transactions concluded through the usage of the Password.
- 9.3. Axiz does not take responsibility for the security of the User's Password. The security of the given password is solely the User's responsibility.

- 9.4. If the User believes that the security of any Password used to access the Digital Services platform has been compromised in any way, it shall immediately notify Axiz in writing and change the password.

## 10. RESPONSIBILITY FOR EMPLOYEES OR AGENTS

The User will be liable for the violation of this Agreement by any employee or agent of the User who gains access to any of Axiz's websites or platforms as a result of the User's failure to use reasonable security precautions. The User will be liable to Axiz for any fees arising from the use of any of Axiz's websites or platforms by any of the parties described in this clause.

## 11. SUSPENSION

- 11.1. Axiz may suspend the User's access by notification to the User if:
- 11.1.1. any of Axiz's websites or platforms is being used in violation of this Agreement.
  - 11.1.2. the User fails to cooperate with any reasonable investigation of suspected violation of this Agreement.
  - 11.1.3. any of Axiz's websites or platforms has been accessed or manipulated by a third party without consent; or
  - 11.1.4. if required by law.
- 11.2. The User specifically acknowledges and agrees that Axiz may immediately suspend, without giving any notice, the User's access to the website if the User is in breach of the terms of the Agreement or in arrears with any of its payment obligations to Axiz as stipulated in this Agreement.
- 11.3. Axiz will use commercially reasonable efforts to provide advance notice of suspension and an opportunity to cure any breach unless suspension is necessary to protect any of Axiz's websites or platforms from imminent and significant operational or security risk.

## 12. COOKIES

- 12.1. Axiz may use technologies, such as cookies, to collect information about the pages that the User views, the links clicked, and other actions taken on any of Axiz's websites or platforms. Cookies are small text files that are stored on hard drives through web browsers.
- 12.2. Axiz may use cookies to store User preferences and other information to save time by eliminating the need to repeatedly enter the same information, for example by remembering personal information when User accesses any of Axiz's websites or platforms, and to display User personalized content on User's later visits to its websites. However, the cookies used on Axiz's websites or platforms do not normally contain information that identifies User personally.
- 12.3. Axiz uses session cookies as well as persistent cookies on its websites or platforms. A session cookie is a temporary cookie which is erased when a session is ended, which is usually when the browser is closed, while a persistent cookie is stored in a browser subfolder until deleted manually or the set duration period of the persistent cookie expires.
- 12.4. Axiz uses cookies such as "ph\_hasloggedin" in order to determine whether to show "sign up" or "log in" when prompting a User to log in, "ph\_st\_variants" in order to determine which version of a page to show to the User, and "ph\_sessionid" in order to remember information about a logged in User.

### 13. INTELLECTUAL PROPERTY

The User acknowledges and agrees that Axiz and its licensors own all Intellectual Property rights in and to Axiz's websites or platforms. Except as expressly stated herein, this Agreement does not grant the User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other Intellectual Property rights, or licenses in respect of Axiz's websites or platforms.

### 14. DATA PRIVACY AND PROTECTION

- 14.1. The User shall own all rights, title, and interest in and to all of the User Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the User Data.
- 14.2. In the event of any loss or damage to User Data, the User's sole and exclusive remedy will be for Axiz to use reasonable commercial endeavours to restore the lost or damaged User Data from the latest back-up of such User Data maintained by Axiz.
- 14.3. Axiz will not use or disclose User Data, except in connection with the Digital Services platform, to exercise the Parties respective legal rights under this Agreement, or as may be required by law.
- 14.4. In addition, Axiz will not disclose the User Data to any third party except under the following circumstances:
  - 14.4.1. In order to complete a transaction initiated by the customer.
  - 14.4.2. to a law enforcement or government agency if requested or if either of the Parties believes, in good faith, that the other Party's conduct may violate applicable criminal law.
  - 14.4.3. as required by law; or
  - 14.4.4. in response to a court order or other compulsory legal process.

### 15. EXCLUSION OF LIABILITY

- 15.1. Except as otherwise expressly provided in this Agreement to the contrary, Axiz will not be liable to the User or any third party for any loss or damage of whatsoever nature or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against Axiz or against the User by any party, arising directly or indirectly out of the use of any of Axiz's websites or platforms, its access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.
- 15.2. Because of the need to conduct maintenance, repair and improvement work from time to time on the technical infrastructure, the provision of any of Axiz's websites or platforms may be suspended from time to time and all liability on the part of Axiz for any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims or demands of any nature arising there from, is excluded.

### 16. INDEMNITY BY USER

Without prejudice to any of the rights and securities of Axiz as set out in this Agreement, the User indemnifies and holds Axiz harmless against all liabilities, damages, costs, and expenses whatsoever incurred or suffered by Axiz arising directly or indirectly from any claim brought against Axiz by an End User.

## 17. ANTI-BRIBERY AND CORRUPTION

- 17.1. The User will ensure continued compliance with all global anti-corruption laws as they relate to themselves and their entire supply chain. Each party will comply with all applicable laws and regulations, including those governing consumer transactions. Each party is expected to conduct business in strict legal compliance with the highest ethical standards.
- 17.2. The User will comply with all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and the South African Prevention and Combatting of Corrupt Activities Act 12 of 2004 ("Anti-Corruption Laws").

## 18. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court that has jurisdiction.