

AXIZ WEBSITE TERMS OF USE

1. INTRODUCTION

- 1.1. These Terms of Use ("Agreement") govern the User's access to and use of Axiz's websites and digital platforms.
- 1.2. This Agreement is supplementary to any other agreement entered into between the User and Axiz, including but not limited to the Axiz Reseller Agreement or Axiz Customer Agreement.
- 1.3. In the event of any conflict between this Agreement and any other agreement, the agreement most specific to the transaction or relationship shall prevail.

2. DEFINITIONS

- 2.1. **"Digital Services"** refers to Axiz's online platforms accessible by Resellers, Customers, Vendors, suppliers, employees, and contractors for the exchange of information and processing of transactions.
- 2.2. **"Personal Information"** shall have the meaning ascribed under the Protection of Personal Information Act 4 of 2013 ("POPIA").
- 2.3. **"User"** means any person accessing Axiz's websites or platforms.

3. USER OBLIGATIONS

The User shall:

- 3.1. Comply with all applicable laws, including POPIA and Anti-Corruption Laws.
- 3.2. Maintain secure access credentials and notify Axiz of any material changes to their business or contact details.
- 3.3. Refrain from uploading unlawful, harmful, or offensive content.
- 3.4. Not engage in any activity that may impair Axiz's infrastructure or services.

4. AXIZ COMMITMENTS

Axiz shall:

- 4.1. Use reasonable efforts to ensure platform availability.
- 4.2. Notify Users of planned maintenance.
- 4.3. Maintain necessary licenses and permissions.

5. LIABILITY AND INDEMNITY

- 5.1. Axiz's liability is limited to direct damages up to the value of the affected transaction.
- 5.2. The User indemnifies Axiz against claims arising from misuse or breach by their employees or agents.
- 5.3. Axiz shall not be liable for indirect or consequential damages.

6. DATA PRIVACY AND PROTECTION

- 6.1. The User retains ownership of their data.
- 6.2. Axiz shall process data in accordance with POPIA and disclose it only under lawful circumstances.
- 6.3. The User has rights to access, correct, and delete their personal data.

7. COOKIE USAGE AND CONSENT

- 7.1. Axiz uses cookies to enhance the User experience.
- 7.2. The User shall be prompted to provide consent for cookie usage.

8. ORDERING AND PAYMENT

- 8.1. Orders must be accurate and complete.
- 8.2. Prices may vary due to currency fluctuations.
- 8.3. Disputes over fees must be raised promptly; undisputed amounts remain payable.

9. PASSWORD SECURITY

- 9.1. The User is responsible for safeguarding passwords and is encouraged to use multi-factor authentication.
- 9.2. Breaches must be reported immediately.

10. SUSPENSION AND TERMINATION

- 10.1. Axiz may suspend access for breach, non-payment, or legal requirements.
- 10.2. The User shall be given notice and an opportunity to remedy breaches unless immediate suspension is necessary.

11. THIRD-PARTY SERVICES

- 11.1. Axiz is not responsible for third-party websites or services accessed via its platforms.
- 11.2. The User interacts with third parties at their own risk.

12. INTELLECTUAL PROPERTY

- 12.1. All intellectual property rights in Axiz’s platforms remain with Axiz or its licensors.
- 12.2. The User may not copy, reverse-engineer, or distribute platform content without permission.

13. ACCESSIBILITY AND LANGUAGE

- 13.1. Axiz aims to make its website accessible to all users, including those with disabilities.
- 13.2. Key policies may be made available in multiple languages upon request.

14. DISPUTE RESOLUTION

- 14.1. The Parties shall attempt resolution via mediation before litigation.
- 14.2. If unresolved, disputes shall be subject to arbitration or adjudicated in South African courts.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the Republic of South Africa.

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*This document has been prepared solely for the use of Axiz.
It may not be disclosed to any third party without prior written consent by Axiz.*