

STANDARD TERMS

POPI COMPLIANCE TOOL

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1. WHO ARE WE

The POPI Compliance Tool is brought to you by 4D Innovations Group (Pty) Ltd, a limited liability company registered under the laws of the Republic of South Africa (hereinafter “4Di”).

2. DEFINITIONS

- 2.1. “affiliate” means in relation to a party, any company that at any time either controls that party, is controlled by that party, or is controlled by any company that is also the controller of that party;
- 2.2. “associate” means any person whom you, permit, directly or indirectly, to rely on or benefit from the product, within the scope of the permissions given herein, including any affiliate or other person included at any time within the single information management system;
- 2.3. “evaluation licence” means the restrictive permissions detailed in clause 3;
- 2.4. “intellectual property rights” means copyrights, design rights, patent rights, trade marks, rights in databases, rights to confidentiality, know-how and privacy, and all other rights, in and to the product or any works forming part of the content of the product;
- 2.5. “product” means the compliance self-assessment and the report generated after completion of the self-assessment.
- 2.6. “third party works” means any intellectual property included in the product, where the intellectual property rights in such works belong to a third party;

- 2.7. “website” means any of our websites from time to time, and any content and services available through the same, including any website on which these standard terms appear, and any third party websites used to offer ordering or payment functionality, or that otherwise host or provide any services available through our website, on our behalf;
- 2.8. “we”, “us”, “our”, and “4Di” means 4D Innovations Group (Pty) Ltd;
- 2.9. “you” and “your” and the “licensee” means, the person to whom we have given access to the sample product, or who has purchased and/or completed the full assessment;
- 2.10. “works” includes textual, literary, dramatic, musical or artistic works, sound recordings, graphics, images, films and video.

3. PRODUCT EVALUATION

- 3.1. 4Di may, in its sole discretion, make a sample of the product available to you, for the purpose of evaluating the product.
- 3.2. If 4Di does provide you with a sample, you are granted a non-exclusive evaluation licence to assess the sample for the sole purpose of deciding whether or not to purchase a full assessment from us.
- 3.3. The evaluation licence shall commence as soon as the sample product is supplied or made available to you or any person obtaining it for you, and may be terminated by us at any time by notice to you or any person obtaining them for you.

4. CONFIDENTIALITY

- 4.1. You shall maintain strict confidentiality of the content of the product, and you agree not to disclose any aspect of the product to any third party, except:

- 4.1.1. when purchasing an assessment for a third party, such as a supplier, for the purpose of assessing the third party's compliance with POPI, in which event said third party must agree to these standard terms before disclosure; or
- 4.1.2. the report, which you may disclose to any third-party, provided that you must notify such third-party that the report is generated by self-assessment.

5. INTELLECTUAL PROPERTY

5.1. You acknowledge and agree that:

- 5.1.1. all intellectual property rights in and to the product are and shall be and remain our sole and absolute property;
- 5.1.2. the only rights granted in relation to the product shall be the rights granted herein, and that all other express or implied rights or terms not contained herein are hereby excluded;
- 5.1.3. you shall not do or omit to do anything to diminish our rights or the rights of any third party in the product, or assist any other person to do so, either directly or indirectly; and
- 5.1.4. you shall not remove, modify or obscure any notice of our intellectual property rights or in relation to any third party works those on any of the products, or claim that the intellectual property rights in the product are yours.

6. LIMITATION ON LIABILITY & DISCLAIMER

- 6.1. Any suggestions or recommendations provided as part of the assessment or report are general in nature and should not be construed as professional advice. You acknowledge that reliance on

such suggestions or recommendations will not necessarily guarantee compliance with POPI.

- 6.2. The assessment report is based purely on your answers, and 4Di does not verify the correctness of your answers. The assessment is therefore a compliance self-assessment, and is not an external impact or compliance assessment. If the report has not been verified by an external specialist, you are obligated to inform any third party to which you supply the report that it is a self-assessment report.
- 6.3. The parties furthermore agree:
 - 6.3.1. that we owe no duty of care to you or any of your associates with respect to the product or your compliance with POPI;
 - 6.3.2. that the product shall be used at the sole risk of you and your associates; and
 - 6.3.3. that the product does not amount to advice or representation that you or your associates may rely on, and that neither you nor your affiliates shall have a claim against us in this regard.
- 6.4. You agree that you have not been induced to agree to these terms by any representation from us.
- 6.5. You agree that we shall have no liability to you or any of your associates or affiliates for any of the following damages or losses you or your associates may suffer, whether direct or indirect, and whether foreseeable or not:
 - 6.5.1. loss of profit;
 - 6.5.2. revenue;
 - 6.5.3. opportunity;

- 6.5.4. custom;
 - 6.5.5. business;
 - 6.5.6. contract;
 - 6.5.7. expectation;
 - 6.5.8. reputation;
 - 6.5.9. any fines;
 - 6.5.10. any cost or expense incurred in reliance on the product;
 - 6.5.11. any cost of purchasing substitutes for the product; and
 - 6.5.12. any liability to any third parties.
- 6.6. You specifically agree to indemnify us and hold us harmless against any legal claims or litigation, directly or indirectly, relating to the use of the product by you and/or your associates.
- 6.7. You agree that for the purposes of this clause 6, references to us include our shareholders, officers and employees, who shall benefit from this clause as a third party right.

7. PRIVATE INFORMATION

- 7.1. We warrant and undertake that we will endeavour to at all times comply with the Protection of Personal Information Act (“POPI”) and any other local or international data protection legislation which applies to your private information.
- 7.2. In particular, we warrant that we will not:
- 7.2.1. process any of your information in any manner or for any purpose other than as is required for the operation of the

product, a set out in the Standard Terms, and as set out in our Privacy Policy [link], except to the extent specifically requested to do otherwise by you in writing; and/or

7.2.2. transfer or process your information across the border of the Republic of South Africa without your prior written consent.

7.3. We will take reasonable precautions to preserve the integrity of your information and to prevent any unauthorised access, use, corruption or loss of your information in our possession or under our control.

8. REFUNDS

8.1. Unused tokens will be refundable for a period of 5 years, or such longer period as national legislation may dictate from time to time.

8.2. You will forfeit any right to a refund under this clause when you start the assessment process. To be clear, the operation of this sub-clause 8.2 shall not require completion of the assessment.

9. GENERAL

9.1. Notices

9.1.1. Notices from one party to the other must be in writing, and delivered by hand, pre-paid courier, pre-paid post, fax, or email to the address or number supplied by the other party, or to the registered office of the other party (if any), or if neither of those is available, to any office or trading address of the other party, to the address of any director of the other party, or to the last known address or fax number of the other party.

9.1.2. A notice shall be deemed to have been duly given and received:

- 9.1.2.1. on the date and time that its is delivered by hand, courier or other messenger, or recorded delivery post;
- 9.1.2.2. if sent by facsimile, when successful transmission in full has completed, as evidenced by a transmission report from the sending machine;
- 9.1.2.3. If sent by email, when delivery to the mail server of the intended recipient has been completed, whether or not the e-mail is subsequently placed in the recipient's mailbox or read, which may be evidenced by a successful delivery or relay report from the sending mail server, whether or not the destination server gives a notification; or
- 9.1.2.4. if sent by post, on the 5th day following mailing, if to an address in the same country as the sender, and on the 10th day following mailing, if to an address in a different country.

9.2. Whole agreement

- 9.2.1. These standard terms, together with our Privacy Policy, represent the entire agreement between the parties.
- 9.2.2. All terms implied by law and rights created by statute in your favour or to your benefit shall be excluded from and shall not apply to this agreement to the fullest extent permitted by law.

9.3. No waiver

- 9.3.1. No failure or delay by either party in enforcing the performance of any provision of the standard terms shall constitute a waiver

of that provision or the right to subsequently enforce that provision or any other provision of the terms.

9.3.2. No waiver by a party of any breach of the standard terms shall be valid unless in writing.

9.3.3. Any waiver by a party of any breach of the standard terms shall be valid only for the circumstances of that breach, and shall not be a waiver of any preceding or subsequent breach of the same or any other provision or constitute a continuing waiver.

9.4. Severance

9.4.1. In the event that one or more of the provisions of the licence is found by a court or tribunal of competent jurisdiction to be unlawful, invalid or otherwise unenforceable, said provision(s) shall be deemed severed from the remainder of the standard terms, but the remainder of the terms shall continue to be valid and enforceable.

9.5. Law and jurisdiction

9.5.1. The standard terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the Republic of South Africa.

9.5.2. Any dispute, controversy, proceedings or claim between the parties relating directly or indirectly to the product or these standard terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be subject to the exclusive jurisdiction of the Western Cape division of the High Court of the Republic of South Africa.