



TERMS OF SERVICE

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1. INTRODUCTION

There are general terms of service that will govern our relationship with you. They cover any transactions where we provide services to you.

In these terms

- We, us, or ours refers to Informatronics Consulting and Distribution (Pty) Ltd t/a iMvula ICD or ICD (Reg. No.: 2002/023010/07) as the Supplier.
- You or yours refers to the Customer to which we provide products and/or services and who are named on the order.

An order is a separate document or form such as a quotation, invoice, order form or request to provide service that contains the commercial terms of each specific transaction and is incorporated into these terms by reference.

2. WHAT WE PROVIDE



We provide the following IT-related products and/or services upon request from you:

2.1 Sale and delivery of **Hardware** and **Software** products.

2.2 **Support Services**.

2.3 Sale of **Internet Connections** and **Internet-based Services and Subscriptions** (Online Services) provided by our service providers.

2.4 **Monitoring Services** for Hardware, Software, and Internet Connections.

2.5 **Maintenance Services** for Hardware and Software.



3. AGREEMENT

3.1 Composition

The agreement consists of these terms of service and any orders or any other specific terms applicable to the services.

3.2 Definitions

In the agreement:

- **AFSA** means the Arbitration Foundation of Southern Africa;
- **agreement** means this agreement and any schedules and annexures thereto;
- **business day** means any day other than a Saturday, Sunday, or holiday (including a public) in the jurisdiction where we are organised;
- **business hours** mean 08H00 to 17H00 on business days;
- **confidential information** means any information that the parties share with one another in terms of this agreement with the intention that the other party should keep it secret, such as personal information, business records, or customer details;
- **day** means a day counted from midnight to midnight, including all days of the month, Saturdays, Sundays, and public holidays;
- **products** mean the specific Hardware and/or Software that was ordered by you;
- **hardware** means computer hardware, including but not limited to computers, laptops, servers, printers, and networking devices as well as related accessories;
- **internet connection** means any product or service this is provided to allow connection to the Internet to any device or network whether by means of fibre, SIM card, wireless or any other means;
- **online service** means any Internet connection or product, service or software-as-a-service that is provided using public or private infrastructure of our own or of that of our vendors that was ordered by you and includes but is not limited to e-mail, storage, backup, computing, communication and security products;
- **monitoring service** means the use of a system described in the monitoring services order that notifies us if critical events occur or specific thresholds are reached, of which the notifications are used to create tasks for us to perform remediation and/or to notify you or a 3rd party of such an event;
- **maintenance service** means the performance of scheduled and preventative tasks described in the monitoring services order that is required to ensure the continued functionality of the hardware and software;
- **parties** mean you and us jointly;

- **response time** means the time elapsed from receiving a support service request to when we start working on the request and does not include the time to complete the request.
- **services** mean the support services we provide and/or any online services;
- **service levels** mean the levels of service detailed in the service level agreement;
- **sign** means the handwritten signature or an electronic signature that the parties agree to use, of each of the parties' duly authorised representatives;
- **software** means computer programs that is developed and sold by our service providers, including but not limited to operating systems (ex. Microsoft Windows, Microsoft Windows Server), productivity programs (ex. Microsoft Office, Adobe), accounting programs (ex. Pastel, Palladium) and security programs (ex. Trend Worry Free, Malwarebytes);
- **support services** mean the services typically provided by an IT technician or consultant upon your request for the purpose of assisting users with computer-related problems (commonly referred to as desktop support) as well as installation, implementation, maintenance, repair, support, consulting, management, and other work furnished by us or our sub-contractors in relation to Hardware and Software.
- **writing** means the reproduction of information or data in physical form or any mode of reproducing information or data in electronic form that the parties agree to use and includes information or data in the form of email.

3.3 Interpretation

- **reference headings** – clause and subclause headings are for reference only and do not affect interpretation;
- **non-exhaustive lists** – whenever a clause lists specific examples or items following a listing word, such as 'including', 'includes', 'excluding', or 'excludes', they will not limit its scope;
- **undefined words or phrases** – all words or phrases that the agreement does not define have their ordinary English meanings;
- **enactment references** – references to any enactment include it as re-enacted, amended, or extended;
- **person references** – references to a person includes a natural and juristic person;
- **party references** – references to a party includes their successors or permitted assigns;
- **number of days** – when any number of days is prescribed, the first day will be excluded and the last day included;
- **no interpretation against the draftsman** – the rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply; and
- **time calculations** – the parties will use GMT +2 to calculate any times.

3.4 Departure

These terms apply to all our customers and are not generally open to negotiation for reasons of consistency. Should the parties negotiate any departure from these terms, they will record that departure in the relevant order or other specific terms.

3.5 Conflict

If there is a conflict of meaning between these terms and any word or phrase in an order or other specific terms, the meaning in the order or specific terms will prevail in respect of the relevant services.



4. DURATION

4.1 Commencement

These terms start whenever you accept them by:

- doing so explicitly – such as by checking a checkbox saying that you do or agreeing to an order that incorporates them by reference;
- using the products and services in any way – such as by accessing them; or
- exercising any rights granted to you under the agreement;

and continue until terminated.

4.2 Automatic renewal

If an order involves a subscription, the agreement will continue automatically from the end of the initial term or subsequent automatic renewal period for an automatic renewal period equivalent to the initial term.

4.3 Renewal termination

Either party may terminate by giving the other party at least 30 calendar days prior written notice.

5. ORDERS



5.1 Placing orders

You place orders with us whenever you order a product or service or start using the product or service through its application or website. These orders are offers to us to buy our products and services.

5.2 Hours of operation

We render our services on business days during business hours. Any support services provided outside of business hours will be charged for at an after-hours rate as set out in our service fees schedule.

5.3 Response times

We are passionate about providing fast and efficient service however we cannot guarantee any specific response time unless otherwise agreed to in writing.

5.4 Capacity and authority

You promise that you have the legal capacity and authority to enter into the agreement.

5.5 Invitation to do business

Marketing is merely an invitation to do business and we only conclude the agreement when we actually provide the products to you. This happens when we accept your offer.

5.6 Cancellations

We may cancel any order, but we will refund any money you have paid in relation to that particular order if we do.

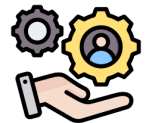
5.7 Time and place

We conclude the agreement when we accept the order and where we are domiciled when we do.

5.8 Separate agreements

Each order is a separate agreement, but you are deemed to have breached all of them if you breach one of them.

6. SERVICES



6.1 Right

We grant you a right to use the services subject to the following limitations:

- duration of the agreement – you may only use the services for the duration of the agreement;
- limited to terms – you may only use the services according to these terms;
- non-exclusive – we may allow anyone else to use the services;
- non-transferable – you may not transfer the right to anyone else; and
- specified purposes – you may only use the services for the specified purposes that we've communicated to you in writing from time to time.

6.2 Breach

We may suspend or cancel your right if you breach the agreement.

7. ONLINE SERVICES



7.1 Basis

We provide the online services to you on the following basis:

- you agree that our records are undisputed evidence of the services provided to you;

- you give us permission to monitor how you use them for security and stability purposes;
- you make yourself aware of an accept any terms and conditions set out by the service providers who provide the online services.

7.2 Access conditions

We will only provide online service access to you or your authorised users (where you are a juristic person) on the conditions that you or each one of them will:

- accurately provide us with any information that we ask for on registration or account creation;
- create or have the necessary credentials (such as a username and password) assigned to them on registration or account creation;
- look after their credentials and not give them to anyone else;
- not interfere with or introduce any malicious software into the online services or otherwise misuse them;
- be responsible for any activity that happens under their account, even if someone else was acting under their credentials;
- have the necessary infrastructure, equipment, and software to access the online services; and abide by the agreement and any policies that we communicate to them in writing.

7.3 Availability

We do our best to make the online services available at all times, however we cannot guarantee that they will always be available. The vendor of the online service may make them unavailable for scheduled and emergency maintenance, or for other reasons outside of their and our control.

8. YOUR DATA



8.1 Definition

Your data is any data belonging to you or your customer that:

- you or your customer (or any third party on your behalf) provide to us; or
- we generate, process, or supply to you or your customer in providing the services;

but excludes any derived data that we create for our own purposes, or which is proprietary.

8.2 You own it

You own all your data but give us a right to use it to provide the services when you provide us with access to it.

8.3 We do not own it

We do not own any of your data. However, we do own our derived data. Your data does not include any derived data that we create for our own internal purposes. Derived data is any of our own data that we create from your data, such as through aggregation, de-identification, or anonymisation.

8.4 Responsibility

We take the protection of your data very seriously and will always do our best to protect it. However, we are not responsible for any of your data stored on hardware or in online services, you provide it to us at your own risk, and you indemnify us against any liability for it to the extent allowed by applicable law, including liability for data breaches, loss, unauthorised access, and third-party claims.

8.5 Backup

You and your users are responsible for ensuring the integrity, security and backup of any data stored on any hardware or in online services.

8.6 Sub-contracting

Subcontracting involves engaging a subcontractor outside our organisation to do work as part of providing the services. We may subcontract work involving your data, provided that we:

- get your written permission to do so beforehand;
- notify you in writing of: (i) the purpose of sharing your data with the subcontractor; and (ii) how we have carried out due diligence on them;
- do so only through a written agreement with the subcontractor which imposes the same obligations on them as are imposed on us; and
- remain fully liable for any processing of your data under the agreement by our subcontractor.

8.7 Location

Your data will remain wherever we place it initially unless we must transfer it to another country to comply with our obligations to you. We will ask for and get your consent before we transfer it to our group of companies, associated companies, service providers, or agents who may be located in other countries for the purpose of providing the services.

8.8 Data processing

In instances where we need to process your personal data, we will do so in accordance with our standard Data Processing Agreement.

9. CONFIDENTIAL INFORMATION



9.1 Definition

Confidential information is any information that the parties share with one another in terms of this agreement with the intention that the other party should keep it secret, such as personal information, business records, or customer details.

9.2 Responsibilities

Each party will keep any confidential information it receives from the other party under the agreement confidential and the receiving party will:

- protect the other party's interests;
- only use it to comply with their responsibilities under the agreement;
- only give it to their employees or agents that need it (and only as much as they need);
- use reasonable security procedures to make sure their employees or agents keep it confidential;
- get promises of confidentiality from those employees or agents who need access to the information;
- not reveal the information to anyone else; and
- not use it for any purpose other than under this agreement.

The receiving party will not bare any responsibility for information that:

- it is lawfully in the public domain;
- someone else who is allowed to reveal it gives it to them; or,
- someone gives it to them to comply with a court order or other legal duty.

9.3 End of agreement

Each party will keep any confidential information it receives from the other party under the agreement confidential.

The receiving party will delete and destroy all records in so far as the law allows and will not keep anything beyond what is necessary to fulfil their legal obligations. Once the data has been removed, the receiving party will issue an assurance that the relevant data has been deleted.

9.4 Indemnity

Each party indemnifies the other against any loss or damage that the other may suffer because of a breach of this clause by a party or its employees or agents.

9.5 Survival

This clause about confidential information is separate from the rest of this agreement and remains valid for five years after the end of this agreement.

10. INTELLECTUAL PROPERTY



10.1 Ownership

We or our third-party licensors own all proprietary rights in our services and we or they may prosecute you for any violations of those rights.

10.2 Our technology

Our technology is anything that we have or acquire rights in and may use to perform our obligations under the agreement.

10.3 Retention of rights

We own all intellectual property rights in our technology, and you may not use those rights without our permission. You do not acquire any rights in our technology if we use it to provide services to you.

10.4 Our trademarks

Our trademarks are our property, and you may not use them without our permission. All other trademarks are their respective owners' property.

10.5 Restrictions

You may not change, hire out, reverse engineer, or copy the services without our permission.

10.6 Your intellectual property

You grant us a non-exclusive and royalty-free licence to use any of your trademarks and copyright works which you deliver to us for the purposes of providing the services. We may not use them for any other purpose without your prior written permission. The licence expires automatically when the agreement ends. You retain all rights in your trademarks and copyright works despite this licence.

11. NON-SOLICITATION



11.1 You will not contract with any of our personnel or third-party licensors, other than through us, who were involved in providing services under an order for the duration of that order or for 12 calendar months after its termination.

12. DELIVERY



12.1 Prevailing price

The purchase price of any goods ordered are subject to increases and will be the prevailing price at the delivery date irrespective of when the order for such goods were placed.

12.2 Transfer of risk

The risk in and to the goods will pass from us to you at the time of delivery notwithstanding that ownership will not pass to you until full payment of the purchase price.

12.3 Proof of delivery

The signature of any agent, contractor, sub-contractor, or employee of yours on our official delivery note or invoice, or the delivery note of an authorised independent carrier will constitute delivery of the goods or services purchased.

12.4 Late deliveries

We undertake to make every effort to deliver on the requested or agreed delivery date, but we will not be bound by that date, and you will not be entitled to refuse acceptance of such late deliveries.

12.5 Delivery address

We will deliver goods or render services at the delivery address that you provide, even if that delivery address is not the address of your premises or proves to be incorrect.



13. FEES AND PAYMENT

13.1 Invoice

We will render an invoice for goods and services provided.

13.2 Payment

You will make any payment to us by means of EFT, Cash or Debit Order mandate. We do not accept payment by means of Credit Card.

13.3 Charges in advance

Monthly recurring service or subscription fees is charged in advance.

13.4 Review of fees

Our service fees are reviewed and increased annually during the month March and the increase will be linked to the CPI rate of inflation.

13.5 Review of vendor fees

The service and subscription fees of 3rd party vendors are reviewed and increased from time to time, and we will endeavour to inform you of any such changes within 30 days of us becoming aware of it.

13.6 Cost excluded

The cost of parts and labour required to affect repairs and implement solutions that arise from delivering any of our services is excluded from any monthly service or subscriptions fees and you will be liable for the cost thereof.

13.7 Quotation

We will first provide a quotation for the parts and labour that is required to affect repairs and implement solutions that arise from delivering any of our services only if the parts and labour requirement is deemed by us to be substantial and not of a critical nature.

13.8 Approval of support service hours

At the end of each month (alongside invoicing) we will provide you with a report of support service hours provided during the month. Upon receiving your monthly invoice and report, you will have two business days to:

- review them;
- report any problems, discrepancies, or disagreements; and
- make queries.

If not done within two business days, reports and invoices will be deemed to have been accepted by you. We must resolve any queries within two business days. The parties may extend the period in writing. Time spent on queries is for each party's own account.

13.9 Payment terms

All invoices are payable on date of invoice except in cases where a payment arrangement by prior written approval has been agreed upon.

13.10 Payment arrangement

Any payment arrangement is granted at our sole discretion and may be withdrawn at any time.

13.11 Withholding payment

You may not withhold payment of any amount due to us for any reason.

13.12 Late payment

In case of late payment or unpaid debit order of any amount that has become due, the full balance outstanding (whether due or not) will immediately become due and payable without notice to you. We may immediately stop providing any services and suspend any services obtained from 3rd party vendors until full payment is received.

13.13 Repossession of goods

We are entitled to take possession of any goods which have been delivered but not paid for and for which payment is overdue, in which event you will be entitled to a credit in respect of the goods so returned at the price at which goods are sold or the value thereof as determined by us.

13.14 Spoliation

You waive any right you may have for a spoliation order against us if we take possession of any goods.

13.15 Handling fees

We may charge a handling fee, as determined by us from time to time, if a debit order is returned or rejected by your bankers without prior notice.

13.16 Reinstatement fees

We may charge a reinstatement fee, as determined by us from time to time, to attend to the reinstatement of services following suspension or disconnection due to late payment.

13.17 Interest on overdue amounts

Overdue amounts on any outstanding invoice will bear interest for our benefit from its due date until you pay it at whichever rate is higher between 15% or 2% above the prime lending rate.

13.18 Appropriation

We may use any money you pay us to settle your indebtedness under the agreement, despite any reason you may have paid it to us.

13.19 Certificate

We may appoint any accountant to sign a certificate that will be proof of the amount due by you and the date on which it is payable.

13.20 Recovery

We may take further steps to recover any outstanding money from you, in which event you will be responsible for all costs associated with such recovery on an attorney and own client basis.

13.21 Tax

All fees exclude any tax, unless indicated otherwise, and you will be liable to pay applicable taxes in addition to fees.

13.22 Payment profile

We may provide any registered credit bureau with information about your payment of amounts.

14. OUR WARRANTIES



14.1 Service warranties

We warrant that we will:

- employ enough trained personnel with the knowledge and expertise to provide the services;
- use reasonable efforts consistent with prevailing industry standards to maintain the services; and
- provide the services in accordance with all applicable laws.

14.2 General warranties

We warrant further that we:

- have the legal right and authority to perform our obligations under the agreement; and
- will not intentionally introduce any malicious software into your systems.

14.3 Warranty periods

If applicable, we will pass any warranty relating to any hardware from the original manufacturer to you.



15. DISCLAIMER OF WARRANTIES

15.1 Disclaimer

You use our products or services at your sole responsibility and risk. We provide the goods and services on an 'as is' and 'as available' basis. Except for the warranties given in this agreement and to the extent allowed by law, we expressly disclaim all representations, warranties, or conditions of any kind, whether express or implied, including:

- any implied warranties or conditions of satisfactory quality, no latent defects, merchantability, fitness for a particular purpose, accuracy, system integration, quiet enjoyment, title, and non-infringement;
- any warranties regarding third party software; and
- that the goods or services will meet your requirements or be uninterrupted, legally effective, or complete, timely, secure, error-free or free from infection by malicious software.

15.2 Exclusion of liability

Despite our warranties, we are not liable for any defects that your negligence, failure to follow our instructions, or misuse causes.



16. YOUR WARRANTIES

16.1 Agreement warranties

You warrant that:

- no one has induced you to enter into the agreement by any prior representations, warranties, or guarantees; and
- you are not breaching any other agreement by entering into the agreement.

16.2 Indemnity warranties

You indemnify us against any claim for damages by any third party resulting from a breach of your warranties, including all legal costs. Legal costs mean the costs that a lawyer may recover from their client for their disbursements and professional services if permissible under applicable law.



17. LIMITATION OF LIABILITY

17.1 Direct damaged limited

We are only liable to you for any direct damages that the services may cause up to the total amount of fees that you have already paid us for them.

17.2 Indirect damaged excluded

We are not liable for any other damages or losses that the services may cause you.

17.3 Your default

We are not liable for any damage or loss that your breach, misrepresentation, or mistake causes.

17.4 Unauthorised access

We will not be liable for unauthorised access to our or your transmission facilities, premises equipment or any other services, or for unauthorised access to, or alteration, theft or destruction of your data files, programs of information through accident, fraudulent means, or devices or any other method, regardless of whether such damage occurs because of our or our vendor's negligence.

18. BREACH



18.1 Breach

If either party:

- does not fix a breach within seven days of receiving written notice from the other party;
- breaches the agreement materially twice or more in six months;
- is bankrupt or has some legal disability;
- takes steps to or is closed down (such as becoming insolvent or entering sequestration);
- makes any settlement or arrangement with their creditors; or
- fails to pay a court order against themselves for a significant amount within 21 days;

then the other party may:

- make the party comply with the agreement; or
- immediately cancel the agreement in writing and claim damages from the other party, including fees already due.

18.2 Suspension

We may immediately suspend your right to use the services if:

- you try to gain unauthorised access to them;

- we decide that your use poses a security threat to us or another user other than you;
- there is evidence of fraud on your account; or
- we believe you are using them for an illegal purpose or in way that infringes a third party's rights.



19. TERMINATION

19.1 Termination for good cause

We may need to terminate the agreement immediately if:

- we discontinue or stop providing the services;
- believe providing the services could burden or pose a risk to us;
- must terminate to comply with a law; or
- determine that providing the services has become impractical.

If we need to terminate, we will give you as much notice as reasonably possible in writing.

19.2 Termination for convenience

You may terminate the agreement or a specific order on at least 30 days written notice to us.

19.3 Duties on termination

We will stop providing the services, you will no longer be able to access them, and we may erase your data on termination, cancellation, or expiry of the agreement.

20. EFFECT OF TERMINATION



20.1 Acceleration

All amounts due to us for the services become due and payable on termination, cancellation, or expiry of the agreement.

20.2 Assistance

We may provide you with post termination assistance (such as data retrieval) subject to additional fees and conditions.

20.3 No expectations

The agreement does not create any expectation of continued service, agreement renewal, or any further agreement between the parties.



21. DISPUTE RESOLUTION

21.1 Resolving disputes

Either party may inform the other in writing if there is a dispute. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally go to arbitration if mediation fails. If they go to arbitration, they will agree in writing on a recognised and appropriate forum for arbitration that is accessible to both parties.

21.2 Mediation

If negotiation fails, the parties must refer the dispute to mediation under AFSA's rules. AFSA means the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

21.3 Arbitration

If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in Johannesburg. The parties will agree to appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.



22. FORCE MAJEURE

Neither party is responsible when circumstances beyond your or our control prevent one or both of us from fulfilling our obligations under this agreement.

Examples include natural disasters, unavoidable accidents of any kind, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, pandemics, war, the imposition of any trade boycotts or sanctions, and anything else that can reasonably be considered to be beyond your or our control.

If the circumstances continue for 60 days or more, either party may end the agreement by giving notice to the other party in writing. The notice must set out the circumstances that prevent fulfilment of obligations.



23. GENERAL

23.1 Notices and domicile

The parties will send all notices to each other's email addresses and choose their respective street addresses as their service addresses for all legal documents. Our email and street addresses are available on our website, while you provide your email and street addresses to us when concluding the agreement. The parties may change either address on 14 calendar days written notice to the other.

23.2 Assignment

You may not assign the agreement to anyone. We may assign it to any successor or purchaser of our business or some of our assets.

23.3 Relationship

The agreement does not create an employment relationship between the parties.

23.4 Entire agreement

The agreement is the entire agreement between the parties on the subject.

23.5 Changes

We will notify you of any changes to the agreement by email. Those changes will only apply to future services orders. If you do not agree with the changes, you must stop using the services. If you continue to use the services following notification of a change, the changed terms will apply to you, and you will be deemed to have accepted them.

23.6 Waiver

Any favour we may allow you will not affect any of our rights against you.

23.7 Severability

Any term that is invalid, unenforceable, or illegal may be removed from the agreement without affecting the rest of it.

23.8 Governing law

South African law governs this agreement.

23.9 Jurisdiction

You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that we may bring against you in connection with this agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.