

Terms and Conditions of Use

(hereinafter referred to as “the Terms”)

between

Avitus Software (Pty) Ltd

(hereinafter referred to as “Avitus”)

and

The Registered User

(hereinafter referred to as “the Customer”)

Avitus provides Online Accounting Training Software (hereinafter referred to as “Accounting Training”), subject to the Terms and Conditions of Use set out in this Agreement.

Accounting Training is offered to the Customer, accepting without modification (other than any Special Terms which may be agreed upon by the Parties) of all the Terms and Conditions contained herein and all other Operating Rules, Policies, and any Future Modifications thereof, and procedures that may be published from time to time on the Avitus Platform.

When accepted by the Customer, these Terms form a legally binding contract between the Customer and Avitus.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY.

YOU ACKNOWLEDGE, BY ACCEPTING THE TERMS AND CONDITIONS, THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THEM.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS THEN DO NOT ACCEPT THEM.

Avitus may, in its sole discretion, elect to suspend or terminate access to, or use of Accounting Training, to anyone who violates any of the Terms.

1. Legal Capacity

The use of Accounting Training is subject to acceptance of the Terms.

To accept the Terms for or on behalf of the Customer, a person must have the legal capacity to do so. In the case of a legal entity, the entity must be duly incorporated and in good standing.

In the case of an individual, the individual must be at least 18 years of age or have valid authorisation from his/her legal representative or custodian.

Once accepted, these Terms remain effective until terminated as provided for herein.

2. Modifications to Terms

Avitus reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Avitus Platform. Any amended Terms will automatically be effective upon the Customers' continued use of Accounting Training. Notwithstanding the foregoing, the resolution of any dispute that arises between the Customer and Avitus will be governed by the Terms in effect at the time such dispute arose.

3. Responsibilities of Avitus

Avitus will, according to these Terms,

- 3.1. make Accounting Training, Content, and Customer Data available to the Customer;
- 3.2. provide applicable standard helpdesk support using support@avitus.co.za
- 3.3. use commercially reasonable efforts to make Accounting Training available 24 hours a day, 7 days a week, except for:
 - 3.3.1. planned downtime (of which Avitus shall give advance electronic notice as provided in the Guidelines);
 - 3.3.2. any unavailability caused by circumstances beyond Avitus's reasonable control, including, for example, an act of God, an act of government, flood, fire, earthquake, civil unrest, an act of terror, strike or other labour problem,
 - 3.3.3. Internet service provider failure or delay, or denial of service.

4. Use of Accounting Training

Avitus will, subject to these Terms,

- 11.1. grant the Customer a non-exclusive, non-transferable, non-sub licensable use to Accounting Training,
- 11.2. receive reasonable help and guidance from Avitus regarding the use of Accounting Training

5. Technical Support

Avitus shall, after acceptance of these Terms, provide reasonable technical support to the Customer at the reasonable request of the Customer. Avitus shall respond to inquiries of support from a Customer utilising the contacts set forth below as soon as reasonably possible.

The contact for all inquiries for support is support@avitus.co.za.

6. Modifications to Accounting Training

Avitus reserves the right to modify Accounting Training or any part or element thereof from time to time without prior notice, including, without limitation, rebranding Accounting Training at its sole discretion; ceasing providing or discontinuing the development of any part or element of Accounting Training temporarily or permanently; taking such action as is necessary to preserve Avitus's rights upon any use of Accounting Training that may be reasonably interpreted as a violation of Avitus's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

The Customer may be notified of the effective date of such modifications. Should the Customer not accept the change, the Customer shall notify Avitus before the effective date

of the modification, and these Terms will terminate on the effective date of the modification. The Customer's continued use of Accounting Training, or any part or element thereof, after the effective date of modifications, shall indicate its consent to the changes. Avitus shall not be liable to the Customer or any Third Party for any modification, suspension, or discontinuance of Accounting Training, or any part or element thereof.

7. Restrictions

The Customer may use Accounting Training and any part or element thereof only in the scope, with the means, and for purposes as identified in these Terms and any applicable law. By way of example, the Customer nor any User may use Accounting Training or any part or element thereof to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;

The Customer may not copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile Accounting Training or any part or element thereof, or attempt to extract the source code thereof, unless it is expressly allowed under any applicable law or to the extent that the Avitus is not permitted by any applicable law to exclude or limit the foregoing rights; The Customer may not use Accounting Training or any part or element thereof unless it has agreed to these Terms.

The Customer may not, without Avitus's prior express written consent sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge, exploit or otherwise grant access or make Accounting Training available in whole or in part to any Third Party unless such Third Party is another authorised User of the same Customer.

8. Intellectual Property Rights

The Avitus and Accounting Training trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Avitus and its third party vendors and hosting partners. Accounting Training are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws.

Avitus, its Affiliates, and Licensors retain all rights, title, and interest in Accounting Training, Avitus trade names and trademarks and any parts or elements.

The Customer's use of Accounting Training, and any parts or elements thereof does not grant to the Customer any ownership right or intellectual property rights therein.

Any commercial or promotional distribution, publishing, or exploitation of the Avitus and/or Accounting Training Materials is strictly prohibited unless the Customer has received the express prior written permission from Avitus or the otherwise applicable rights holder. Avitus reserves all rights to Accounting Training and Avitus trade names and trademarks not expressly granted in the Terms.

9. Feedback

If the Customer or a User provides Avitus with any comments, bug reports, feedback, or modifications for Accounting Training ("Feedback"), Avitus shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into Accounting Training.

The Customer hereby grants Avitus a perpetual, irrevocable, non-exclusive, royalty-free license under all rights necessary to incorporate, publish, reproduce, distribute, modify,

adapt, prepare derivative works of, publicly display, publicly perform, exploit and use Feedback for any purpose.

The contact for all suggestions and support is support@avitus.co.za.

10. Third-Party Sites, Products and Services

Accounting Training may include links to other websites or services ("Linked Site solely as a convenience to the Customer. Avitus does not endorse any such Linked Sites or the information, material, products, or services contained on or accessible through Linked Sites.

Avitus makes no express or implied warranties concerning the information, material, products, or services that are contained on or accessible through Linked Sites.

11. Disclaimers and Warranties

The Customer acknowledges and agrees that in entering into these Terms and Conditions it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of Avitus and/or its Directors / Shareholders / Trustees relating to the subject matter of this Agreement.

Avitus and its Directors / Shareholders / Trustees or any of its Employees or Representatives or Subsidiaries shall have no liability to the Customer under this Agreement if it is prevented from performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (involving the workforce of Avitus or any other party), failure of a utility service or transport or telecommunication network, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of software or internet website, application or content, fire, flood, storm or default of sub-contractors.

12. Indemnification

The Customer agrees to defend, indemnify and hold harmless Avitus and its Affiliates, and their respective Directors, Officers, Employees, and Agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of the Customer's use or misuse of Accounting Training, representations made to Avitus, its Affiliates and/or Third Parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants.

Avitus reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which the Customer is required to indemnify Avitus and the Customer agrees to cooperate with such defence of these claims.

13. Limitation of Liability

Avitus shall not be liable to the Customer or User

- 20.1. for any consequences resulting from any modifications in these Terms;
- 20.2. calculation and rates of Fees, or any part or element thereof including any error, permanent or temporary interruption, discontinuance, suspension or another type of unavailability of Accounting Training;
- 20.3. for the deletion of, corruption of, or failure to store any Data;
- 20.4. for unauthorised use of the Customer Data by the Customer;
- 20.5. for any disclosure, loss, or unauthorised use of the login credentials of the Customer due to the Customer's failure to keep them confidential;

- 20.6. for the application of any remedies to the Customer, for example, if the Customer has committed a crime or conducted a breach of any applicable law by using Accounting Training or any part or element thereof;
- 20.7. for any differences between technologies and platforms used for access, for example if certain features, functions, parts, or elements of Accounting Training are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet.

In addition, Avitus and its affiliates shall not be liable to the Customer for any claim by any User, Person, Organisation, or Third Party against the Customer arising out of the Customer's

- 20.8. failure to provide Avitus with accurate information about the Customer or Account;
- 20.9. failure to notify Avitus of any reasons due to which a User does not have the right to use the Account on behalf of the Customer;
- 20.10. failure to ensure the lawfulness of the Customer Data;
- 20.11. failure to obtain the necessary rights to use the Customer Data;
- 20.12. failure to abide by any of the restrictions described in these Terms

14. Exclusion of Consequential and Related Damages

In no event will either Party or its Affiliates have any Liability arising out of or related to these Terms for any Loss of Profits, Goodwill, Losses of an Indirect, Special, Incidental, Consequential, Business Interruption or Punitive nature whether an action is in Contract or Tort and regardless of the theory of Liability, even if a Party or its Affiliates have been advised of the possibility of such damages or if a Party's or its Affiliates' remedy otherwise fails of its essential purposes.

This Disclaimer will not apply to the extent prohibited by Law.

15. Termination of the Agreement

The Agreement between Avitus and the Customer will terminate

- 22.1. the breach of any of the Terms of the Agreement which is not corrected within 14 days from receiving a notice;
- 22.2. if proceedings are initiated for the other party's liquidation or insolvency or a negotiated settlement with the other party's creditors is concluded or an assignment is made on behalf of the other party for the benefit of creditors, by Avitus upon the decision to end the provision of Accounting Training and close the Platform;
- 22.4. Avitus shall deactivate and permanently disable the Account, as soon as reasonably practicable after the effective date of termination;
- 22.5. The Customer must stop using and prevent the further usage of Accounting Training;
- 22.6. The Customer must discharge any liability to Avitus which was incurred by the Customer before the termination of the Agreement

Notice of Termination of the Agreement must be in writing

16. Governing Laws and Jurisdiction

This Agreement is the exclusive and complete agreement between the parties and no warranties, guarantees, representations, or any other terms and conditions of whatsoever nature not contained herein will be binding to the parties. South African laws are applicable

regarding the use. The Customer consents to the Jurisdiction of the Gauteng High Court, Pretoria and/or the Pretoria Magistrates' Court in the event of any civil dispute

17. Relationship of the Parties

The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between the Customer and Avitus, and the Customer shall not represent to the contrary, whether expressly, by implication, appearance, or otherwise. These Terms are not for the benefit of any third parties.

18. Severability.

If any term, condition, and/or provision, of these Terms is held to be invalid, unenforceable, or illegal in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible to affect the intent of the Parties. The validity and enforceability of the remaining terms, conditions, or provisions, or portions of them, shall not be affected.

19. Assignment

The Customer may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without Avitus's prior written consent. Any attempted assignment, transfer, or delegation without such prior written consent will be void and unenforceable

Notwithstanding the foregoing, the Customer, or its permitted successive assignees or transferees, may assign or transfer these Terms or delegate any rights or obligations hereunder without consent: to any entity controlled by, or under common control of the Customer, or its permitted successive assignees or transferees; or in connection with a merger, reorganisation, transfer, sale of assets or product lines, or change of control or ownership of the Customer, or its permitted successive assignees or transferees.

20. No Waiver

Failure of either Party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

January 2021