

Taggit Holding (Pty) Ltd. (“Taggit”).

THESE TERMS AND CONDITIONS (“Agreement” or “Terms”) GOVERN YOUR ACQUISITION AND USE OF TAGGIT’S SERVICES. IF YOU REGISTER FOR A FREE TRIAL FOR TAGGIT’S SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

TAGGIT reserves the right to change these Terms or any Services at any time, effective upon the posting of modified Terms or Services on the Website, and TAGGIT will make every effort to communicate these changes to You via the Website. It is likely that the Terms will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent Terms available on the Website.

This Agreement was last updated on May 2018. It replaces any prior agreement(s) and is effective between You and TAGGIT as of the date of You first executing an order subscribing for the Services.

1. DEFINITIONS

“Agreement” or “Terms”
means these TAGGIT’s Terms and Conditions.

“Access Fee”
means the monthly or annual fee (excluding any taxes and duties) and any applicable one-time-service fees payable by You in accordance with the fee schedule set out on the Website and as agreed to in your order for the services.

“Billing Contact”
means Your nominated contact entity and address for billing purposes.

“Confidential Information”
includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Services, but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

“Data”
means any data inputted by You or with Your authority into the Website.

“Intellectual Property Right”
means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“Invited User”

means any person or entity, other than the Subscriber, that uses the Services with the authorisation of the Subscriber from time to time.

“Services”

means the online asset and laundry management and other TAGGIT platforms/products provided.

“Subscriber”

means the person who registers to use the Services and, where the context permits, includes any entity on whose behalf that person registers to use the Services and is permitted to do so under this Agreement. This can also be known as the “Account Owner”.

“TAGGIT”

means TAGGIT Software a product of Taggit Holdings (Pty) Ltd which is registered in South Africa.

“TAGGIT LAUNDRY MANAGER”

means TAGGIT LAUNDRY Software a product of Taggit Holdings (Pty) Ltd which is registered in South Africa.

“Website”

means the Internet site at the domain www.taggitassets.com, www.taggitlaundry.com, www.taggitsa.co.za, www.asset-technologies.co.za or any other site operated by Taggit Holdings (Pty) Ltd or Taggit Asset Technologies (Pty) Ltd.

“You”

means the Subscriber, and where the context permits, an Invited User. “Your” has a corresponding meaning.

“Your Organisations”

means an organisation that You have added to the Services or that have been added with Your authority or as a result of Your use of the Services.

“Renewal period”

Means a term at which the services will be automatically billed on, this will either be Monthly or Annual term and may differ for each TAGGIT or TAGGIT LAUNDRY MANAGER Service.

Any reference to “includes” or “including” is on a without limitation basis.

2. END USER LICENSE AGREEMENT (USE OF SOFTWARE)

TAGGIT grants You the right to access and use the Services via the Website with the particular Invited User roles available to You according to Your subscription type, as per Your Order Form. This right is non-exclusive and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- a. the Subscriber determines who is an Invited User and what level of user role access to the relevant organisation and Services that Invited User has;
- b. the Subscriber is responsible for all Invited Users’ use of the Service;
- c. the Subscriber controls each Invited User’s level of access to the relevant organisation and Services at all times and can revoke or change an Invited User’s access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User

- or shall have that different level of access, as the case may be; and
- d. if there is any dispute between a Subscriber and an Invited User regarding access to any organisation or Service, the Subscriber shall decide what access or level of access to the relevant Data or Services that Invited User shall have, if any.
- e. a named user allows that single user access in accordance to the terms and conditions, this must be a named user and shall not be shared with others.

3. YOUR OBLIGATIONS

3.1. Payment obligations:

An invoice for the Access Fee will be issued monthly or annually in advance (depending on your subscription type) at the beginning of each monthly or annual subscription period for which You have subscribed for in an Order Form. All invoices will include the Access Fee for the corresponding period of use (including any one-time-service fees that shall be payable in lump sums). TAGGIT will continue invoicing You monthly or annually in advance (as the case may be) until this Agreement is terminated in accordance with clause 8.

All TAGGIT invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. You must pay or arrange payment of all amounts specified in any invoice within five days of the invoice date. You are responsible for payment of all taxes and duties in addition to the Access Fees.

3.2. Preferential pricing or discounts:

You may from time to time be offered preferential pricing or discounts for the Access Fees as a result of the number of organisations that You have added to the Services or that have been added with Your authority or as a result of Your use of the Services ("Your Organisations"). Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Access Fees in relation to all of Your Organisations. Without prejudice to any other rights that TAGGIT may have under these Terms or at law, TAGGIT reserves the right to render invoices for the full (non-discounted) Access Fees due or suspend or terminate Your use of the Services in respect of any or all of Your Organisations in the event that any invoices for those Access Fees are not paid in full by the due date for payment.

3.3. General obligations:

You must only use the Services and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by TAGGIT or condition posted on the Website. You may use the Services and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

3.4. Access conditions:

a. You must ensure that all usernames and passwords required to access the Services are kept secure and confidential. You must immediately notify TAGGIT of any unauthorised use of Your passwords or any other breach of security and TAGGIT will reset Your password and You must take all other actions that TAGGIT reasonably deems necessary to maintain or enhance the security of TAGGIT's computing systems and networks and Your access to the Services.

b. As a condition of these Terms, when accessing and using the Services, You must:

i. not attempt to undermine the security or integrity of TAGGIT's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;

ii. not use, or misuse, the Services in any way which may impair the functionality of the Services, Website or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website, including by misusing the Services in a manner that materially exceeds reasonable usage or use patterns over any month or by using the Services in a malicious, fraudulent or unlawful manner;

iii. not attempt to gain unauthorised access to any materials other than those to which You have

been given express permission to access or to the computer system on which the Services are hosted;

iv. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and

v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

3.5. Usage Limitations:

Use of the Services may be subject to limitations, including monthly transaction volumes, number of users, number of assets, number of companies and branches You are permitted to use when using TAGGIT ASSETS or TAGGIT LAUNDRY MANAGER. Any such limitations may be varied by TAGGIT in its sole discretion and will be advised from time to time. Any limitations will remain in effect for the duration of your contract with TAGGIT and any subsequent renewal period.

3.6. Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including: offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. TAGGIT is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, TAGGIT does reserve the right to remove any communication at any time in its sole discretion.

3.7. Indemnity:

You indemnify TAGGIT against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to TAGGIT, including any costs relating to the recovery of any Access Fees that are due but have not been paid by You.

4. CONFIDENTIALITY AND PRIVACY

4.1. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

a. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

b. Each party's obligations under this clause will survive termination of these Terms.

c. The provisions of clause 4.1 shall not apply to any information which:

i. is or becomes public knowledge other than by a breach of this clause 4.1;

ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

iv. is independently developed without access to the Confidential Information.

4.2. Privacy:

TAGGIT maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy at on the Website and You will be taken to have accepted that policy when You accept these Terms. In the event of any conflict between these Terms and the terms of the TAGGIT privacy policy, the terms of our privacy policy will take precedence.

5. INTELLECTUAL PROPERTY

5.1. General:

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of TAGGIT (or its licensors).

5.2. Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the TAGGIT Access Fees when due and any re-establishment fee due and payable under clause 5.6. You grant TAGGIT a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of Services to You. For the avoidance of doubt, this licence is without limitation to TAGGIT's right to create anonymised data compilations or similar works.

5.3. Backup of Data:

You must maintain copies of all Data inputted into the Service. TAGGIT adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. TAGGIT expressly excludes liability for any loss of Data (including Data archived pursuant to clause 5.6) no matter how caused.

5.4. Third-party applications and your Data:

If You enable third-party applications for use in conjunction with the Services, You acknowledge that TAGGIT may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. TAGGIT shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

5.5. Accuracy of Data:

When You input any Data onto the Website You agree and acknowledge that You are responsible for ensuring the accuracy of such Data. TAGGIT is under no obligation to ensure that Your Data on the Website is an accurate representation of Your actual business data.

5.6 Recovery of Archived Data:

Where you discontinue Your Services in accordance with clause 8.1, or are in breach in accordance with clause 8.5, or TAGGIT otherwise suspends and/or terminates Your Services in accordance with this Agreement, TAGGIT reserves the right, in TAGGIT's sole discretion, to archive Your Data for a period of time not to exceed six months, upon the expiry of which time the Data will be deleted, but with there being no obligation for TAGGIT to do so. If TAGGIT has chosen to store Your Data in this manner and if Your Services are subsequently re-established within this six month period TAGGIT will restore, and you will be entitled to access, the archived Data provided that You pay TAGGIT in advance:

- a. all arrears of Your unpaid Access Fee over the period that the Data was archived; and
- b. a minimum re-establishment fee of ZAR2,000 (the total amount of the re-establishment fee, above the minimum re-establishment fee to be determined by TAGGIT in TAGGIT's sole discretion).

c. the data recovered includes TAGGIT inventory data but may exclude integration and other TAGGIT Services data.

6. WARRANTIES AND ACKNOWLEDGEMENTS

6.1. Authority:

You warrant that where You have registered to use the Services on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Services You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

6.2. Acknowledgement:

You acknowledge that:

a. You are authorised to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).

b. TAGGIT has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

i. You are responsible for ensuring that You have the right to do so;

ii. You are responsible for authorising any person who is given access to information or Data, and you agree that TAGGIT has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and

iii. You will indemnify TAGGIT against any claims or loss relating to:

A. TAGGIT's refusal to provide any person access to Your information or Data in accordance with these Terms; and/or

B. TAGGIT's making available information or Data to any person with Your authorisation.

c. The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.

d. TAGGIT does not warrant that the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. TAGGIT is not in any way responsible for any such interference or prevention of Your access or use of the Services.

e. TAGGIT is not Your accountant and use of the Services does not constitute the receipt of accounting advice. If You have any accounting questions, please contact an accountant.

f. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

g. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the Software and the Website will comply with laws applicable to you (including any laws requiring you to retain records).

6.3. No warranties:

TAGGIT gives no warranty about the Services. Without limiting the foregoing, TAGGIT does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including warranties of merchantability, fitness for purpose, title and non-infringement.

6.4. Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

7. LIMITATION OF LIABILITY

7.1. To the maximum extent permitted by law, other than as set out in clause 7.2 below, TAGGIT excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Services or Website.

7.2. If You suffer loss or damage as a result of TAGGIT's negligence or failure to comply with these Terms, any claim by You against TAGGIT arising from TAGGIT's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by You in the previous three months.

7.3. If You are not satisfied with the Service, your sole and exclusive remedy, other than as set out in clause 7.2 above, is to terminate the subscription to the service in accordance with clause 8.

8. TERMINATION

8.1. Trial policy

When You first sign up for access to the Services You can evaluate the Services for a period of fourteen days, with no obligation to continue to use the Services. You may elect to, on or before the seventh day after the initial submission of Your Order Form under which you requested the Services, discontinue the Services and receive a full refund of any Access Fees paid minus any one-time-service fees accrued up to the date of discontinuation (in accordance with the refund policy under clause 8.8). If You do not elect to discontinue using the Services in this seven-day timeframe, You will be billed from the day TAGGIT provided access to the site. If You choose to discontinue using the Services, You must apply in writing to info@taggitsa.co.za to remove Your enterprise from the Services.

8.2. Modifications to subscribed Services

You may only reduce your subscribed Services to a lesser Service for the following monthly or annual subscription period by providing TAGGIT with written notice via info@taggitsa.co.za at least ten days prior to the start of the following monthly or annual subscription period and where you have reduced the number of assets to the prescribed volume of a lower subscription.

8.3. No-fault termination:

These Terms will continue for the monthly or annual period covered by the Access Fee paid or payable under clause 3.1. At the end of each monthly or annual subscription period (as the case may be) these Terms will automatically continue for another monthly or annual period and the Access Fee for that month or year will continue to be due and payable in advance, unless either party terminates these Terms by giving notice to the other party at least 30 days before the end of the relevant subscription period. If insufficient notice is given the subscription will be cancelled after your next anniversary for a monthly subscription period. An annual subscription period You can cancel your subscription within thirty days' notice or within seven days after your billing anniversary you will be charged an early termination fee and the cost of the subscription services used, the remaining maybe refunded. The refund is at the discretion of TAGGIT.

8.4 Overdue:

Your subscription is paid in advance, however in the event that your account becomes overdue this must be settled within five days. Failing this your subscription will be suspended and a late

subscription fee an additional one month's subscription applied. The subscription holder, account owner will be notified; therefore the subscription holder should be help up to date. A partner may also request your account be suspended due to non-payment. An in-application message will be posted for all users to see before an account is suspended.

8.5. Breach:

If You:

- a. breach any of these Terms (including by non-payment of any Access Fees) and do not remedy the breach within fourteen days after receiving notice of the breach if the breach is capable of being remedied;
- b. breach any of these Terms and the breach is not capable of being remedied (which includes any non-payment of Access Fees that are more than thirty days overdue); or
- c. You or Your business become insolvent, or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

Then TAGGIT may take any or all of the following actions, at its sole discretion:

- a. terminate this Agreement and Your use of the Services and the Website;
- b. suspend, for any definite or indefinite period of time, Your use of the Services and the Website;
- c. suspend or terminate access to all or any Data through the Website; or
- d. take either of the actions in sub-clauses (d), (e) and (f) of this clause 8.5 in respect of any or all other persons whom You have authorised to have access to Your information or Data;
- e. charge any additional fees incurred in the recovery of outstanding amounts owed including (but not limited to) a flat overdue account fee, debt recovery fees, court costs and legal fees as well as accrued interest on all outstanding amounts calculated from the day they became due, calculated at a monthly interest rate of 2.5% or the maximum rate permissible in law at such time.

For the avoidance of doubt, if payment of any invoice for Access Fees due in relation to any of Your Billing Contacts or any of Your Organisations is not made in full by the relevant due date, TAGGIT may: suspend or terminate Your use of the Service, the authority for all or any of Your Organisations to use the Service, or Your rights of access to all or any Data.

8.6. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- a. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- b. immediately cease to use the Services and the Website.

8.7. Expiry or termination:

Clauses 3.1, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of Your subscription to the Service and remain applicable and enforceable.

8.8. Refund Policy:

If you terminate your subscription within seven days of You first adding Your billing details into the Services in Your Order Form you will be entitled to a refund of certain Access Fees paid in accordance with clause 8.1. This includes a full refund of any monthly or annual fees paid, but where you have requested delivery of a one-time-service (specialised amendments) in Your Order Form and received that service, you are not entitled to any refund of the one-time service fee or additional work fees.

9. HELP DESK

9.1. Technical Problems:

You have a right to technical support, in accordance with the level of the service on your subscription by contacting info@taggitsa.co.za. TAGGIT will endeavour to address all queries and requests for assistance received through the Website or via email as promptly as reasonably possible but does not warrant that support will be immediately available.

9.2. Service availability:

Whilst TAGGIT intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason TAGGIT has to interrupt the Services any period, TAGGIT will use reasonable endeavours to publish in advance details of such activity on the Website.

10. GENERAL

10.1. Entire agreement:

These Terms, together with the TAGGIT Privacy Policy and the terms of any other notices or instructions given to You under these Terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and TAGGIT relating to the Services and the other matters dealt with in these Terms.

10.2. Waiver:

A waiver of any breach of any provision in these Terms shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

10.3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

10.4. No Assignment:

You may transfer the rights to other subscribers with TAGGIT's written consent. The transfer of the billing ownership may be requested by contacting info@taggitsa.co.za. It is at the discretion of TAGGIT to accept and to action this change over or to decline.

10.5. Governing law and jurisdiction:

If You are a tax resident of the Republic of South Africa or the information or Data You are accessing using the Services and the Website is solely that of a person who is a tax resident in the Republic of South Africa at the time that You accept these terms then the laws of the Republic of South Africa will apply for all disputes arising out of or in connection with this Agreement or in any way relating to the Service

For South African and International users: Your agreement is with "TAGGIT Holdings (Pty) Ltd. all correspondence should be addressed to:

Spaces, 2 Ncondo Place, Umhlanga Ridge, 4320, KZN, South Africa /
Telephone: +27 (0)31 830 5125 / email: info@taggitsa.co.za

10.6. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that

part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

10.7. Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission unless an electronic error message is received by the sender. Notices to TAGGIT must be sent to info@taggitsa.co.za or to any other email address notified by email to You by TAGGIT. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

10.8. Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

--End--