



HEAD OFFICE

+27 (11) 848 4900

info@cvs-sa.co.za

FINANCE

+27 (10) 312 5096

finance@cvs-sa.co.za

SUPPORT

+27 (11) 848 4911

support@cvs-sa.co.za

WEBSITE

www.cvs-sa.co.za

22 Quartz rd

Witkoppen 2191

South Africa

PO Box 627

Lonehill 2062

South Africa

PTY CO. REG # 2002/010227/07 VAT # 4840201190

COMPLIANCE VERIFICATION SOLUTIONS (PTY) LTD

CVS (PTY) LTD

Terms and Conditions of Usage of CVS' Cloud-Based Products and Services Version 20240226

- 1. Ownership of CVS Software:** CVS' software ("Software") is never sold, remains the sole property of CVS, and is subject to CVS' intellectual property rights, even in the event that it is no longer used by a customer ("Customer") who has accepted these Terms and Conditions ("Ts & Cs").

The Customer agrees that all aspects of the Software, including the specific design and structure of its individual programs, are confidential trade secrets and / or the copyrighted material of CVS. The Customer agrees not to disclose, provide, or otherwise make any such trade secrets and copyrighted material available in any form to any third party without the prior written consent of CVS. The Customer also agrees to implement reasonable security measures to protect such CVS trade secrets and copyrighted material.

If a separate non-disclosure agreement ("NDA") is signed between CVS and the Customer, the terms of that NDA relating to the ownership of copyrighted material shall take preference over those in these Ts & Cs.

- 2. Subscriptions:** Each item of Software and each user accessing the Software ("CAL") is licensed individually on a monthly basis ("Subscription") on the following Ts & Cs. These Ts & Cs constitute the sole agreement between CVS and the Customer regarding access to and use of the Software unless a signed amendment to these Ts & Cs has been entered into between the Customer and CVS.

Subscriptions are evergreen and continue monthly until terminated by either the Customer or CVS giving one calendar months' notice by email to the other.

Directors

Brian Williams

Gerard Morse

Subscriptions to access and use the Software in object code are granted by CVS to Customers in the following manner.

- 3. Access to the Software:** CVS charges an installation, setup and training fee (“Installation Fee”) for the Customer to be authorised to access the Software. When the Installation Fee quoted by CVS is accepted, it is payable in advance on receipt of CVS’ invoice.

- 4. Authorised Users:** The Software may be used by the Customer provided the number of users who have active-access to the System (“CAL Count”) does not exceed the number for which the Customer has paid the applicable monthly fee (“CAL License Fee”). The Customer is responsible for informing CVS of the CAL Count it initially requires. The Customer may thereafter itself add users to the Software or mark users as non-active in accordance with the Customer’s business needs.

- 5. Storage:** All documents generated and updated by the Customer using the Software are stored by CVS in a cloud-based hosted server environment (“Storage”). The Customer is responsible for informing CVS of the amount of Storage it initially requires, 250GB being the minimum. Subject to this minimum, the Customer may at any stage increase or decrease the size of its Storage in increments of 250GB by notifying CVS by email of this.

An icon on the Software’s landing page displays the amount of Storage currently being used by the Customer. This icon turns red when the Storage being used reaches 90% of the size the Customer had last selected. The Software then automatically increases the Storage area by 250GB so that the Customer will be able to continue to add and edit documents.

- 6. Fees:** The monthly prices of the CAL Licence and Storage Fees are on the sliding scales quoted by CVS.



When accepted by the Customer, the Subscription charged for the first month of access is on a pro-rata basis based on the estimated number of users provided by the Customer. CVS' invoice for this is payable within three business days.

Thereafter, the Software automatically determines the current CAL Count and selected Storage size on the 14th of every month. These counts determine the Subscription payable for the following calendar month by not later than the 1st of that month ("Due Date"). Customers are invoiced with these Subscriptions on the 16th of each month to enable time for processing. Invoices are emailed to at least two employees nominated by the Customer including its Financial Manager. The Customer is responsible for informing CVS at finance@cvs-sa.co.za of any changes that are necessary from time to time to these nominated employees.

In the event of the payment of any Subscription not reflecting in CVS' current account at FNB, Fourways Mall, by its Due Date, CVS will as courtesy allow the Customer to use the Software for two business days as from the Due Date.

If an invoice remains unpaid after these two days, CVS shall immediately notify the Customer by email that its access to the Software will be summarily suspended if payment is not reflected in CVS' bank account within the following three business days, that is, five business days as from the Due Date.

Following suspension, access to the Software will be granted only after all arrears have been paid plus a reconnection fee of 10% of the arrears.

- 7. Warranties:** CVS warrants that the Software substantially conforms to its published specifications. This limited warranty extends only to the Customer. Because Software is never entirely error ("Bug") free, CVS does not warrant that the Customer will be able to operate the Software

entirely without problems or interruptions. Bug fixes are included in the Software Updates mentioned in 8 below.

Except as specified in these Ts & Cs, all express or implied conditions, representations, and warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, are hereby excluded to the extent allowed by law. In no event will CVS be liable for any lost revenue, profit, or data, or for special, indirect, consequential, incidental, or punitive damages, however caused, and regardless of the theory of liability arising out of the Customer's use of, or inability to use, the Software, even if the Customer has advised CVS of the possibility of its claiming such damages.

8. Support: Each Software license includes the following:

Free telephonic and e-mail support between 08H00 (GMT+2) and 17H00 (GMT+2) Monday to Fridays, excluding South African public holidays. To request Support, Customers must raise a ticket by emailing support@cvs-sa.co.za.

On-site support requested by the Customer is chargeable at CVS' current call-out rates, which are available on request.

CVS will deploy Free Software Updates, enhancements and bug-fixes are provided electronically to the Customer from time to time.

9. Cancellations and the retrieving of files: Should the Customer give notice of cancellation and no longer wish to use the System, CVS will grant the Customer sixty calendar days from the date of cancellation to download all of their documents from the System. Thereafter CVS shall delete any documents that remain in the Software.

Notice of cancellation has to be given by email to info@cvs-sa.co.za.

10. Governing Law: These Ts & Cs shall be governed by and construed solely in accordance with the laws of the Republic of South Africa. If any aspect of the Ts & Cs is found to be void or unenforceable, the remaining provisions of these Ts & Cs shall remain in full force and effect.