LEXIS® PROCURECHECK
LEXIS® ONBOARD

LICENSE AGREEMENT

The Customer acknowledges that it has read all the terms and conditions in this Agreement, and that by its signature of this Agreement and/or its use of the Software, the Customer shall be deemed to have agreed to and accepted all the terms and conditions of this Agreement. The information supplied on this application is accepted in good faith. LexisNexis will not incur any liability arising from any incorrect information supplied herewith.

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, bear the following meanings ascribed to them:

1.1. **"Access Codes"** means all usernames, passwords, access codes or other devices issued by LNRM to the Customer or any other person whatsoever for the purpose of controlling or providing access to the Software, the User Documentation or Data;

1.2. **"Affiliate"** means a subsidiary, holding company or associated company of either of the Parties, together with any subsidiary, holding company or associated company thereof;

1.3. "Agreement" means these terms and conditions applying to the Customer and the use of Software, Data and User Documentation, as amended and/or published by LNRM from time to time;

1.4. **"Competent Authority"** means collectively the National, Provincial, Regional and Local government of the Republic of South Africa and/or their successors in title, any court of competent jurisdiction or any agency, authority, body or standard-setting institution appointed by such entities to regulate and/or oversee standards applicable to the Software, Data and User Documentation and includes without limitation the National Credit Regulator and the National Credit Tribunal established in terms of the National Credit Act;

1.5. **"Content Provider"** means any person or institution, including the State or an Organ of State, from which LNRM procures Data;

1.6. **"CPA"** means the Consumer Protection Act, Act 68 of 2008 together with its Regulations, as amended from time to time;

1.7. **"Customer"** means any legal entity or person authorised by LNRM, whether a natural or juristic person, to access the Software, Data or User Documentation;

1.8. **"Data"** means any information, including but not limited to the information specified in Annexure 1 or LexisNexis®Worldcompliance Data or the Search Data relating to a Data Subject's:
    1.8.1. credit information;
    1.8.2. bank account.

1.9. **"Data Protection Laws"** means the Protection of Personal Information Act 4 of 2013, South Africa, or any other legislation applicable to the processing of personal data under these terms and conditions;

1.10. **"Data Enquiry"** means a request for the supply of Search Data relating to a Data Subject submitted by a Customer to LNRM by means of the Software;

1.11. **"Effective Date"** means the earlier of the date when the software is accessed, installed, copied and/or used by the Customer for the first time, or the date on which the terms of this Agreement are accepted, as contemplated in clause 3;

1.12. **"Intellectual Property"** shall mean all present and future intellectual property rights, in whole or in part, including but not limited to patents, trademarks (whether registered, pending or unregistered in any form and/or nature whatsoever whether now used or adopted in the future), service marks, designs, design rights, all rights of copyright whether existing now or in the future

including initial drawings, sketches, flow charts, designs and computer programs relating thereto, together with all related know-how, source codes, inventions, trade secrets, confidential information and all other rights of a similar character whether registered or capable of registration and all applications and rights to apply for protection of any of the same, and wherever the rights arise in the world;

1.13. **"LexisNexis®Worldcompliance"** means the LexisNexis Risk Solutions products comprising Data including politically exposed Data Subjects and sanctioned Data Subjects, countries and organisations and adverse media;

1.14. **"LNRM"** means LexisNexis Risk Management Proprietary Limited, a company with limited liability duly registered and incorporated in accordance with the laws of the Republic of South Africa with registration number 1990/004046/07, having its main place of business at Building 8, Country Club Estate Office Park, 21 Woodlands Drive, Woodmead, Sandton; a registered Credit Bureau with National Credit Regulator Registration Number: NCRCB26;

1.15. **"NCA"** means the National Credit Act, No. 34 of 2005 together with its Regulations, as amended from time to time;

1.16. **"Parties"** means, collectively, LNRM and the Customer and "Party" means any one of them;

1.17. **"POPI"** means the Protection of Personal Information Act, No. 4 of 2013 together with its Regulations, as amended from time to time;

1.18. **"Regulatory Provisions"** means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the Government of the Republic of South Africa, any other Competent Authority and the Data Protection Laws which in any way affect or apply to LNRM, the Customer, the Website, and/or the Solution;

1.19. **"Search Data"** means any transactional checks relating to a Data Subject;

1.20. **"Services"** means the services provided by LNRM in providing the Solution to the Customer;

1.21. **"Software"** means the Lexis®ProcureCheck and Lexis®OnBoard software developed and sold by LNRM directly to the Customer;

1.22. **"Solution"** means the Software incorporating the Data;

1.23. **"User"** means any person entitled to bona fide, authorised access to the Solution and Services for reasons linked to the activities of the Customer in relation to the Solution;

1.24. **"Subscriber Application Form"** means the form prefixed to this Agreement which the Customer is required to complete and submit to LNRM on or before the Effective Date;

1.25. **"User Documentation"** means, other than the software any additional and relevant documentation licenced to the Customer in terms of this Agreement;

1.26. **"Website"** means the website of the Solution.

1.27. The terms "Data Subject", "Information Regulator", "person, "personal information", "processing", and "operator" shall have the same meanings ascribed to them in POPI.

2. THE LICENCE

2.1. LNRM is the proprietor of the Solution and/or has been granted a license by the proprietors of the Data (**"the Proprietor/s"**) to provide its customers with access to this Data.

2.2. LNRM hereby grants to the Customer, subject to the provisions of this Agreement and any Annexure hereto, a royalty free, non-transferable, and non-exclusive license ("License") to use the Software, Data and any related User Documentation for the duration of this Agreement. The grant of the Licence entitles the Customer to:

2.2.1. Utilise the Licence to access the Solution and the User Documentation for the duration and on the terms and conditions of this Agreement. In order to utilise the Licence the Customer will be obliged to supply accurate information of employees and/or vendors currently in the employ and contracted by the Customer (hereinafter referred to as "Employee/s and Vendor/s") on or before the Effective Date;

2.2.2. License the use of any additional software from LNRM. In such event the parties shall execute an annexure which shall be attached hereto and be subject to the provisions, and form an integral part of this Agreement;

2.2.3. Sublicense the Software to a third party, subject to the express written consent of LNRM and subject to any terms and conditions that LNRM may impose on the Customer and the sub-licensee from time to time. In such event, the Customer shall

indemnify LNRM against any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by the Proprietor/s as a result of the Customer sub-licensing the Software to a third party.

3. ACCEPTANCE

3.1. The Customer acknowledges that by its signature of this Agreement or by its use of the Solution, this Agreement shall be deemed to have been concluded and shall be effective from the Effective Date.

3.2. For the avoidance of doubt, it is recorded that, where the Customer licenses the use of additional Software and/or Data by its signature of an Annexure or by its use of such Software and/or Data, the Annexure shall be subject to the provisions of this Agreement and shall be deemed to have been concluded and shall be effective from the date specified as the effective date in the Annexure or, from the first date of use of the additional Software and/or Data, whichever the earlier.

4. DURATION

This Agreement will come into effect on the Effective Date, and shall remain enforce for the Initial Period, subject to the provisions of clause 8 where after it shall automatically renew for successive one year periods ("Renewal Periods") or terminate as per the Customer's renewal selection on the Subscriber Application Form.

5. LICENCE RESTRICTIONS

5.1. The Customer shall not for the duration of this Agreement itself or through any third party:

5.1.1. Copy, reproduce, translate, adapt, vary, modify, sell, resell, re-distribute, lease, license, encumber, de-compile, disassemble, reverse engineer or in any other way deal with any portion of the Data or Software or the source code embodied in the Software;

5.1.2. Write and/or develop any derivative software or any other programmes based on or similar to the Software;

5.1.3. Without LNRM's prior written consent, provide, disclose, divulge, or make available to or permit use of the Software and/or Data and/ or User Documentation by any persons other than the Customer's authorised Users;

5.1.4. Use the Software and/or Data for any purpose other than the management of risk within its current and future business operations, thereby inter alia excluding and prohibiting the use of the Software by the Customer: (a) as a service to its clients, customers or any other person, either for compensation or free of charge, without the prior written consent of LNRM (b) marketing, employment screening, or credit assessment purposes;

5.1.5. Use the Software except under the terms and conditions contained in this Agreement.

6. USE OF SOFTWARE AND ACCESS TO DATA

6.1. The Customer shall comply with all legislation and regulation, as well as the conditions, standards and requirements prescribed by any legislation, or any Competent Authority or LNRM rules and guidelines relating to the use of the Software and User Documentation and the access to the Data (including without limitation the use, storage and maintenance of the Data). The Customer further indemnifies LNRM against any loss, liability, damage (whether direct, indirect, or consequential) or expense of any nature whatsoever which may be suffered by LNRM as a result of the Customer failing to comply with all applicable legislation and regulation.

6.2. The Customer shall be solely responsible for all costs and expenses associated with the Customer's authorised employees accessing the Solution, including the submission of Data Enquiries.

6.3. All Access Codes issued to the Customer by LNRM shall be for the sole and exclusive use of the Customer and its authorised employees. The Customer shall at all times take such reasonable measures as may be required in order to secure such Access Codes and shall not release or in any way disclose the Access Codes to any third party.

6.4. The Customer shall immediately notify LNRM if there is any reason to believe that the Access Codes, Software, User Documentation, or Data has become compromised or is likely to be used in an unauthorised way.

6.5. The number of Employee and Vendor records provided to LNRM and uploaded electronically by the Customer must not exceed the agreed number of records as stipulated on the Subscriber Application Form.

6.6. Should the Customer require the addition of Employees and Vendors to the list provided to LNRM, the Customer shall advise LNRM thereof in writing and LNRM shall enable the Software to include such additional Employees and Vendors, and the Customer shall pay to LNRM additional Licence Fees for each additional Employee and Vendor added to the system from time to time and as agreed by the parties.

6.7. LNRM reserves the right to electronically inspect the list of Employees and Vendors from time to time and in the event that that the Customer exceeds the agreed number of records by more than 10 percent, LNRM will charge the Customer for all additional Employee and Vendor records uploaded at its then prevailing standard licence fee rate or as may be agreed upon between the Parties.

6.8. It is recorded that, and the Customer accepts that it shall be required to accept the terms and conditions of the relevant Credit Bureau each time a credit search is conducted.

7. DELIVERY

LNRM shall provide the Customer with use of the Software and access to the Data on the Commencement Date or an earlier date as agreed by the Parties, and the Customer shall be entitled to use the Software and access the Data with immediate effect.

8. TERMINATION

8.1. Either party may terminate this Agreement by furnishing the other party with not less than three months prior written notice ("Notice"), provided that such Notice shall only be effective upon expiry of the Initial Period or the current Renewal Period.

8.2. Should the Customer fail to pay the Annual Licence Fees on due date, as set out in clause 9 below, LNRM shall be entitled to terminate this Agreement forthwith.

8.3. Subject to the provisions of clause 16 below, cancellation of the Licence granted in terms of clause 1 of this Agreement shall not constitute termination of this Agreement and the rights and obligations afforded to both parties shall remain in full force and effect until the parties have discharged all obligations that arose prior to the cancellation of the Licence.

8.4. In the event that LNRM is not the proprietor of the Data, should the agreement entered into between LNRM and the proprietor be terminated for any reason whatsoever, this Agreement shall automatically terminate upon the anniversary of the Effective Date or any subsequent Renewal Period, as the case may be, provided that LNRM shall notify the Customer of such termination as soon as reasonably possible after it becomes aware thereof.

9. FEES AND PAYMENT

9.1. In consideration for the grant of the Licence, the Customer shall pay LNRM the Annual Licence Fee (as set out in the Subscriber Application Form) within thirty days of date of invoice.

9.2. The Annual Licence Fee shall be subject to escalation for each subsequent Renewal Period in accordance with the provisions of clause 9.3 ("Revised Annual Licence Fees"). The Customer shall pay the Revised Annual Licence Fees within thirty days of receipt of invoice.

9.3. Annual increases in all Annual Licence Fees and other Services shall increase at a minimum of 6% or the Consumer Price Index (CPI), whichever is the greater.

9.4. Payment for Data Enquiries relating to Search Data will be made by the Customer within 30 days of the date of an invoice issued by LNRM.

9.5. Any additional Services rendered by LNRM to the Customer under this Agreement shall be charged at LNRM's then current service rate together with any out of pocket expenses and disbursements, and will be executed upon written approval by the Customer, and subject to a formal proposal or work order submitted to the Customer by LNRM.

9.6. All amounts payable by the Customer to LNRM in terms of this Agreement are exclusive of VAT, and the Customer shall bear and pay all VAT levied thereon and payment shall be made in cash without deduction or set-off of any nature, free of exchange, bank charges, or any other charges.

9.7. Notwithstanding this clause 9 and the Duration of this Agreement as per clause 4, payment for Data Enquiries relating to Modules and Transactional Search Data as per the Subscriber Application Form will be limited to access for a period of 12-month cycles only calculated from the Effective Date of this Agreement and subsequently from every anniversary date of the Effective Date. For purposes of clarity the Customer can make payment anytime during a 12-month period, but such payment will expire on the anniversary of the next Effective Date; a credit balance outstanding will not be refunded to the Customer nor carried over to the next 12-month period.

10. CONFIDENTIALITY

10.1. The Solution, the User Documentation and all information, drawings, manuals and source code relating thereto (collectively the "Trade Secrets") are proprietary to the Proprietor/s, as the case may be and constitute the Trade Secrets and confidential information of the Proprietor or LNRM. The Customer undertakes for the duration of this Agreement and thereafter to (and undertakes to procure that the Customer's employees, sub-contractors, agents and/or representatives will) keep the Trade Secrets and confidential information in strict confidence and not divulge any of the Trade Secrets to any third party or use any of the trade secrets and/or confidential information other than as contemplated in this Agreement.

10.2. The Parties shall not disclose Trade Secrets or Confidential Information in any way, except if:

10.2.1. disclosure is necessary to perform an obligation under the Agreement;

10.2.2. a mandatory law or court order requires the Parties to disclose the information, in which case the Party required to reveal it shall first notify the other Party;

10.2.3. disclosure of the information takes place with the prior written consent of the other Party.

10.3. All Personal Information is confidential information and must be treated as such by both Parties.

11. INTELLECTUAL PROPERTY

11.1. All right and title in and to the Software, Data and any User Documentation, including without limitation any and all of the trade names, trademarks, copyrights and other Intellectual Property rights used or embodied in or in connection with the Software, Data and the User Documentation shall be and remain the sole property of the Proprietor/s, as the case may be, and no Intellectual Property rights therein are granted or assigned under this Agreement. The Customer shall not at any time in any way question or dispute the ownership of the Proprietor or LNRM, as the case may be of any such items as aforesaid and undertakes not to infringe or prejudice any rights of the Proprietor/s, as the case may be in and to the Software, Data and/or the User Documentation.

11.2. Neither party ("the Said Party") shall acquire any right, title or interest (without the prior written consent of the other party) entitling the Said Party to use the name, service marks, trademarks or logos of the other party without prior written consent of the other party. Further, both parties undertake not to perform any act which would injure the reputation or goodwill attaching to the names and trademarks of either party or which would prejudice such rights in and to such names and trademarks.

12. TRADEMARK INFRINGEMENT

12.1. The Customer shall forthwith notify LNRM if any claim or demand is made or action brought against the Customer for infringement or alleged infringement of any Intellectual Property rights of any third party arising out of the Customer's use of the Software and/ or Data in terms of this Agreement.

12.2. The Proprietors shall, at their own expense, conduct any litigation arising from any claim, demand or action brought and all negotiations for settlement and the Customer hereby agrees to grant to the Proprietor/s the exclusive control of any such litigation or the negotiations for settlement under clause 12.1.

12.3. The Customer shall afford to the Proprietor/s all reasonable assistance for the purpose of contesting any claim or demand made or action brought for infringement or alleged infringement of any Intellectual Property rights in connection with the Software and/or Data.

12.4. If a claim, demand or action for infringement or alleged infringement of any Intellectual Property right is made as set out above, or in the reasonable opinion of the Customer is likely to be made, the Proprietors may at its own expense:

12.4.1. Modify any or all the Intellectual Property so as to avoid the infringement or the alleged infringement; or

12.4.2. Take such other action, as the Proprietor/s deems reasonable to avoid or settle such claim, demand, or action.

13. WARRANTIES

13.1. THE CUSTOMER WARRANTS THAT THE SIGNATORY TO THIS AGREEMENT HAS THE NECESSARY CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THE CUSTOMER ACKNOWLEDGE THAT IF SUCH CAPACITY AND/OR AUTHORITY IS LACKING, THE CUSTOMER WILL NEVERTHELESS BE BOUND BY ANY OBLIGATIONS AND/OR LIABILITIES THAT THE CUSTOMER MAY INCUR AS A RESULT OF THE CUSTOMER ENTERING INTO THIS Agreement.

13.2. The Software, Data, User Documentation and each component thereof are supplied by LNRM to the Customer on an "as is" basis. To the extent permitted by law, LNRM has not made and does not make any representations nor gives any warranties or guarantees of any nature whatsoever which are not specifically set forth as contemplated by this Agreement, including without limitation, the warranties of merchantability and fitness for a particular purpose in respect of the Software and User Documentation, nor the correctness and accuracy of the Data.

13.3. Notwithstanding clause 13.2, LNRM gives only those warranties required by the CPA, or as may be set out elsewhere in this Agreement and no other warranties. All other implied representations and warranties are expressly excluded. The effect of this clause is that other than those warranties provided for in the CPA, LNRM does not represent or warrant that the Services meet any specific standards, characteristics, or criteria.

13.4. LNRM's liability to the Customer arising out of a failure by LNRM to perform the Services envisaged in this Agreement shall be limited to the liabilities or remedies provided for in the CPA.

13.5. NEITHER THE SERVICE NOR ANY PART OF IT HAS BEEN TAILORED TO MEET THE INDIVIDUAL REQUIREMENTS OF THE CUSTOMER. NO FAILURE TO MEET THE REQUIREMENTS OF THE CUSTOMER SHALL ENTITLE THE CUSTOMER TO MAKE A CLAIM AGAINST LNRM.

13.6. THE CUSTOMER ACKNOWLEDGES THAT THE DATA IS BASED ON INFORMATION PROVIDED TO LNRM BY CONTENT PROVIDERS AND THAT LNRM CANNOT CONTROL THE ACCURACY OF THE DATA.

13.6.1. The Customer agrees that it will not make any business decisions based solely on the Data provided by LNRM.

13.6.2. THE CUSTOMER AGREES THAT LNRM CANNOT BE HELD LIABLE FOR ANY DECISIONS BASED ON THE DATA PROVIDED.

13.6.3. THE CUSTOMER SHALL MAKE NO CLAIMS AGAINST LNRM REGARDING THE CONTENT OF THE DATA.

13.7. THE CUSTOMER AGREES THAT LNRM CANNOT BE HELD LIABLE FOR ANY LOSS INCURRED BY THE CUSTOMER AS A RESULT OF THE FOLLOWING CONDUCTED IN A MANNER CONTRARY TO THIS AGREEMENT:

              13.7.1. SUBMISSION OF ANY DATA ENQUIRY;

              13.7.2. USE OF ANY DATA.

13.8. THE TOTAL LIABILITY OF LNRM TO THE CUSTOMER FOR ANY CLAIM FOR NEGLIGENCE, TERMINATING THE AGREEMENT, OR ANY OTHER LIABILITY OR OBLIGATION IS LIMITED TO THE VALUE OF THE FEES AND CHARGES PAID TO LNRM FOR THE PROVISION OF THE SERVICES RELATING SOLELY TO THE SUBJECT MATTER OF ANY CLAIM AND NOT IN RESPECT OF ANY PREVIOUS OR LINKED SERVICE.

14. UNDERTAKINGS BY LNRM

14.1. LNRM undertakes to ensure that no employee or agent of LNRM shall, without the consent of LNRM, disclose to any third party information relating to the Data or User Documentation.

14.2. LNRM will comply with all applicable Regulatory Provisions including any obligations as an operator processing personal information for Customer.

14.3. LNRM shall establish and maintain appropriate technical and organizational measures to ensure a level of security that is appropriate for the level of risk involved, to ensure compliance with the relevant legislations concerning the processing of Personal Information. Identify all reasonably foreseeable internal and external risks to Personal Information in its possession and regularly verify that the technical and organizational measures are effectively implemented and updated.

14.4. Insofar as access to Personal Information is concerned, LNRM shall:

              14.4.1. Prevent loss of damage to or unauthorised destruction of Personal Information and unlawful access to or processing of Personal Information;

              14.4.2. report any breach of Personal Information, to the Customer and, where applicable, the Information Regulator (as defined in POPI);

              14.4.3. deal with any breach, of Personal Information promptly and in accordance with its internal policy;

14.5. If and to the extent that LNRM is processing personal data on your behalf, the terms of the LexisNexis Data Processing Addendum at https://www.lexisnexis.com/en-us/terms/processor-terms.page will apply.

14.6. If and to the extent that your authorized users provide their personal data to LNRM during account registration or otherwise, such information will be processed by LNRM in accordance with its privacy policy.

15. UNDERTAKINGS OF COMPLIANCE BY THE CUSTOMER

15.1. The Customer undertakes that:

              15.1.1. it shall comply with all Regulatory Provisions in supplying any personal data to LNRM, including providing any required notices and obtaining any required consents, permissions and authorizations for LNRM processing such personal data;

              15.1.2. it shall provide the necessary notices and obtain the necessary consents, permissions, or authorizations of the Data Subject, prior to submitting a Data Enquiry, where required in terms of the National Credit Act or other applicable Regulatory Provisions;

              15.1.3. it shall obtain Data from LNRM and use such Data only:

              15.1.4. for a lawful and legitimate purpose/s; and

              15.1.5. to the extent permitted or required by one or more applicable legislation or regulations or

              15.1.6. as provided by an order of court or the National Consumer Tribunal established in terms of the NCA.

              15.1.7. it shall ensure that all information provided to LNRM is up-to-date and, where necessary, update the information provided to LNRM.

              15.1.8. it shall not do or omit to do anything which may cause LNRM any harm or loss, including but not limited to any injury to the reputation of or goodwill of the business of LNRM;

15.1.9. it shall immediately notify LNRM if there is any reason to believe that any Data has become compromised or is likely to become known or used by someone not authorised to use one or other of them or are being or are likely to be used in an unauthorised way.

16. LIMITATION OF LIABILITY AND INDEMNITIES

16.1. IN THE ABSENCE OF WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY LAW, NEITHER LNRM NOR ANY OF THE PROPRIETORS, IT'S AFFILIATES AND THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS SHALL BE LIABLE FOR, AND THE CUSTOMER HEREBY INDEMNIFIES THEM AGAINST:

16.1.1. ANY LOSS (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION AND LOSS OF DATA), LIABILITY, DAMAGE (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) OR PENALTY OF WHATEVER NATURE AND HOWSOEVER ARISING WHICH IS CAUSED BY OR ATTRIBUTABLE TO THE SOFTWARE AND/OR THE USER DOCUMENTATION AND/OR DATA AND/OR THIS AGREEMENT.

16.1.2. ANY LOSS, LIABILITY, DAMAGE (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) OR EXPENSE OF ANY NATURE WHATSOEVER AS A RESULT OF OR IN CONNECTION WITH THE CUSTOMER'S FAILURE TO COMPLY WITH THIS AGREEMENT AND/OR A BREACH BY THE CUSTOMER OF ANY OF THE WARRANTIES GIVEN IN THIS AGREEMENT.

16.1.3. ANY CLAIMS, PENALTIES AND/OR MEASURES BY DATA SUBJECTS AND/OR THE INFORMATION REGULATOR (AS DEFINED IN POPI), LODGED AGAINST OR IMPOSED ON LNRM DUE TO A BREACH OF THE AGREEMENT AND/OR REGULATORY PROVISIONS OR LAWS BY THE CUSTOMER,

16.1.4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ANY THIRD PARTY CLAIM, LOSS, DAMAGE OR EXPENSE OF WHATEVER NATURE AND HOWSOEVER ARISING OUT OF, IN CONNECTION WITH OR ATTRIBUTABLE TO THE SOFTWARE AND/OR USER DOCUMENTATION AND/OR DATA AND/OR THE USE THEREOF BY THE CUSTOMER IN TERMS OF THIS AGREEMENT;

16.1.5. ANY UNLAWFUL OR UNAUTHORISED ACCESS TO OR USE OF THE USER DOCUMENTATION AND DATA;

16.1.6. ANY EMPLOYEE AND VENDOR INFORMATION PROVIDED, OR FOR THE FAILURE TO PROVIDE THE INFORMATION, WHERE THE CUSTOMER FAILS TO PROVIDE LNRM WITH INFORMATION THAT IS UP TO DATE.

16.2. THE CUSTOMER SHALL PROMPTLY NOTIFY LNRM OF ANY CLAIM MADE AGAINST THE CUSTOMER IN RESPECT OF THE USER DOCUMENTATION OR DATA, THE SOLUTION AND/OR SERVICES. THE CUSTOMER SHALL BEAR FULL RESPONSIBILITY FOR DEFENDING SUCH A CLAIM, INCLUDING ANY SETTLEMENTS, PROVIDED, HOWEVER, THAT:

16.2.1. THE CUSTOMER SHALL KEEP LNRM INFORMED OF AND CONSULT LNRM IN CONNECTION WITH THE PROGRESS OF SUCH LITIGATION OR SETTLEMENT AND FOLLOW THE REASONABLE DIRECTIONS OF LNRM IN THAT REGARD; AND

16.2.2. THE CUSTOMER SHALL NOT HAVE ANY RIGHT, WITHOUT NOTICE TO LNRM, TO SETTLE ANY SUCH CLAIM IF SUCH SETTLEMENT ARISES FROM OR IS PART OF ANY CRIMINAL ACTION, SUIT OR PROCEEDING OR CONTAINS A STIPULATION OR ADMISSION OR ACKNOWLEDGEMENT OF, ANY LIABILITY OR WRONGDOING (WHETHER IN CONTRACT, DELICT OR OTHERWISE) ON THE PART OF LNRM AND/OR ANY OF LNRM'S AFFILIATES.

16.3. THE CUSTOMER SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCE WHATSOEVER AS A RESULT OF THE CUSTOMER'S USE OF AND RELIANCE ON THE SOFTWARE, USER DOCUMENTATION OR DATA.

16.4. WHILST CARE HAS BEEN TAKEN IN THE COMPILATION OF SOFTWARE, LNRM DOES NOT ACCEPT RESPONSIBILITY FOR ANY LOSS OR DAMAGE THAT MAY BE SUSTAINED AS A RESULT OF RELIANCE BY ANY PERSON ON THE INFORMATION CONTAINED IN THE DATA. THE CUSTOMER SHALL MAKE NO CLAIMS AGAINST LNRM REGARDING THE CONTENT OF THE DATA AS THE CUSTOMER ACKNOWLEDGES THAT DATA IS OBTAINED FROM CONTENT PROVIDERS AND THAT LNRM CANNOT BE HELD LIABLE FOR SUCH DATA.

16.5. TO THE EXTENT PERMITTED BY LAW, LNRM DISCLAIMS ANY WARRANTY AS TO THE PERFORMANCE OF ITS SOFTWARE.

16.6. IF THE CPA IS APPLICABLE TO THE CUSTOMER, LNRM:

16.6.1. GIVES ONLY THOSE WARRANTIES REQUIRED BY OR AS MAY BE SET OUT ELSEWHERE IN THIS AGREEMENT AND NO OTHER WARRANTIES. ALL OTHER IMPLIED REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY EXCLUDED. THE EFFECT OF THIS CLAUSE IS THAT OTHER THAN THOSE WARRANTIES PROVIDED FOR IN THE CPA AND THIS AGREEMENT, LNRM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES MEET ANY SPECIFIC STANDARDS, CHARACTERISTICS OR CRITERIA.

16.6.2. LIABILITY TO THE CUSTOMER OUT OF A FAILURE BY LNRM TO PERFORM THE SERVICES ENVISAGED IN THIS AGREEMENT SHALL BE LIMITED TO THE LIABILITIES OR REMEDIES PROVIDED FOR IN THE CPA.

16.7. THIS CLAUSE 16 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

17. BREACH

Should the Customer breach any provision of this Agreement and fail to remedy such breach within seven days after receiving written notice requiring such remedy from LNRM, LNRM shall be entitled, without prejudice to its other rights in law including the right to claim damages, to cancel this Agreement and/or the Licence or to claim immediate specific performance of all of the Customer's obligations, whether or not otherwise then due for performance.

18. RIGHTS ON TERMINATION

18.1. Notwithstanding any other provision of this Agreement, on termination of this Agreement for any reason whatsoever ("Termination Date"):

18.1.1. all and any amounts due and owing to LNRM by the Customer shall be immediately paid to LNRM; and

18.1.2. the Customer shall refrain from any further use of the Software or access to the Data;

18.2. The Customer shall at its own cost and, at the election of LNRM either return to LNRM or destroy the Data and related User Documentation, and all copies or summaries thereof.

19. ENTITLEMENT OF LNRM

19.1. To the extent permitted by law, LNRM shall be entitled, on reasonable notice to the Customer, to:

19.1.1. change the make-up or the technical specification of the Software or User Documentation. LNRM will bring to the Customers' attention any significant or material changes;

19.1.2. suspend the Customer's access to the Solution for operational reasons such as repair, maintenance or improvement, or because of an emergency, on reasonable written notice at the least possible inconvenience to the Customer;

19.1.3. require the Customer to provide LNRM with written proof of any consent required to be procured from a Data Subject pursuant to the NCA or any applicable Regulatory Provision, prior to releasing Data to the Customer or as part of an audit review process;

19.1.4. suspend the Customer's access to the Solution and User Documentation if the Customer has breached this Agreement, subject to the provisions of clause 17;

19.1.5. to schedule maintenance of its network, Software and User Documentation. This may mean that there will be downtime where the Customer is unable to transmit and receive information. LNRM will keep such downtime to a minimum and LNRM will not be liable to the Customer for any compensation in respect of any downtime.

19.2. LNRM reserves the right to temporarily suspend the Customer's access to the Software, User Documentation or Data at any time if there is a serious risk of compromise to the integrity of either of them or otherwise.

19.3. The Customer grants LNRM a royalty-free, non-transferrable, continuous licence to use the information supplied by it to LNRM. LNRM is entitled to use the information supplied to it to improve the Services and any of its databases to provide similar services.

20. DOMICILIUM AND NOTICES

20.1. The parties' addresses for service for all purposes relating to this Agreement including the giving of any notice, the payment of any sum or the serving of any process are the addresses set out in the Subscriber Application Form.

20.2. Either party shall be entitled from time to time, by giving written notice to the other to vary its address for service to any other physical address or other relevant contact details.

21. GENERAL

21.1. This Agreement and any Annexure hereto constitutes the sole record of the agreement between the parties in regard to the subject matter thereof. Neither party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded herein or reduced to writing and signed by the parties or their duly authorised representatives. No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence, which either party may grant to the other, shall constitute a waiver of any of the rights of the grantor.

21.2. Unless expressly agreed otherwise by the parties and recorded in writing as a term and condition of this Agreement, the Customer shall not be entitled to cede, assign, or transfer all or any of its rights and/or obligations in terms of this Agreement to any other company, branch or division within the Customer's group structure that the Customer has not disclosed to LNRM on the Subscriber Application Form.

21.3. All provisions of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this Agreement, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non-scripto and the remaining provisions of this Agreement shall remain in full force and effect.

21.4. Should LNRM be prevented from fulfilling any of its obligations to the Customer as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as LNRM is so prevented from fulfilling them and the Customer's corresponding obligations shall be suspended to the corresponding extent. In the event that force majeure continues for more than thirty days after it has first occurred then LNRM shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these terms of use and/or any service by giving notice to the Customer. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of the affected party including, without limitation, vis major, casus fortuitous, any act of God, theft, the downtime of any external telecommunications line, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order or export control.

21.5. The Parties shall comply with all relevant Regulatory Provisions, as well as any rules and guidelines that apply to the way in which LNRM provides the Services in order to keep the information secure.

21.6. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. The parties agree that any dispute arising, or any matter related to or in connection with this Agreement shall be submitted to arbitration in accordance with the Arbitration Foundation of South Africa.

21.7. The Customer will comply with all Laws relevant to its duties, obligations and performance under this agreement, including Laws concerning bribery, corruption and related matters and, that it is neither identified on, nor shall it provide access to the Online Services to any individuals or entities identified on, (a) OFAC's list of Specially Designated Nationals ("SDN List"), (b) the UK's HM Treasury's Consolidated List of Sanctions Targets, (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d).

Annexure 1	
Employee Vetting and Monitoring	Vendor Vetting and Monitoring
Databases checked and monitored • CIPC • Property Data • Fraud database (SAFPS) • Non Preferred list	Databases checked and monitored • CIPC • Property Data • Fraud database (SAFPS) • VAT Numbers (SARS) • Judgements (LexisNexis – Judgements online) • Non Preferred list • PERSAL • National Treasury restricted supplier database