

Doxit offers an electronic document exchange service to formally registered Clients, who in return pay for this service.

The following terms and conditions are binding and enforceable against all persons and Organizations who use the Doxit Service.

If you do not agree with these terms and conditions, you must refrain from accessing and using the Doxit Service and immediately leave the Doxit web site as further use will bind you to these terms and conditions.

1. Doxit Disclosure

- 1.1. Company Name: Doxit (Pty) Ltd
- 1.2. Registration Number: 2015/142556/07
- 1.3. Physical Address: Suite L16,
Enterprise Building
The Innovation Hub,
Mark Shuttleworth Street
Pretoria
- 1.4. Postal Address: PO Box 11947
Hatfield
0028
- 1.5. Web Site: www.doxit.co.za
- 1.6. Telephone Number: 012 844-0330
- 1.7. Main Business: Secure Document Exchange

2. Definitions and Interpretation

- 2.1. "Doxit" means Doxit (Pty) Ltd, a private company registered in South Africa, with registration number: 2015/142556/07.
- 2.2. "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002.
- 2.3. "POPI Act" means the Protection of Personal Information Act 4 of 2013.
- 2.4. "RICA" means Regulation of Interception of Communications and Provision of Communication-related information Act 70 of 2002.
- 2.5. "Doxit Website" means the Doxit website located at <http://www.doxit.co.za/> and includes any part or element thereof.
- 2.6. "Doxit Service" means the electronic document delivery service provided by Doxit (Pty) Ltd, including all associated services such as the registration service, payment service, as well as future services which may be added from time to time, such as, but not limited to a document signing service.
- 2.7. "Doxit System" means the operational technology elements used to deliver the Doxit Service.
- 2.8. "User" means a natural person who is formally registered by Doxit as a subscriber to the Doxit Service.
- 2.9. "Operator" has the meaning as ascribed to it in the POPI Act.
- 2.10. "Organization" means an entity which is formally registered by Doxit on the Doxit System with which to associate ownership of documents and payment for the Doxit Service. An Organization may be a business, social, cultural or governmental entity such as, but not limited to a sole proprietor, partnership, trust, incorporated-, private-, public-, non-profit- and government-owned company or organ of state. For the purpose of structuring the Doxit Service, a natural

person is implicitly given the status of an Organization, when this person acts in his private capacity.

- 2.11. "Organization Representative" means the User acting on behalf of and therefore representing an Organization.
- 2.12. "Organization Doxit Administrator" means the User appointed by the Organization Representative to manage the Organization's account registered on the Doxit System. This includes, but is not limited to defining Roles for the Organization and appointing Users in those Roles.
- 2.13. "Role" means the capacity in which a User acts when using the Doxit Service. Users can act in their private capacity (Private Role), or in a Role as a representative of an Organization such as, but not limited to a managing director and a secretary.
- 2.14. "Sender" means a User acting in a Role when sending a Document.
- 2.15. Responsible person has the meaning ascribed to it in the POPI Act.
- 2.16. "Receiver" means a User acting in a Role when receiving a Document.
- 2.17. "Client" means either a User, or an Organization acting through a User appointed in a Role of the Organization; or both.
- 2.18. "Assistant" means a User who is formally appointed on the Doxit Server by a Client, to act on its behalf. The Assistant uses its own logon credentials and not that of the Client, when acting in the Role of Assistant to the Client.
- 2.19. "Documents" mean documents that Clients upload to or generate within or receive through the Doxit Service.
- 2.20. "Initial Availability Period" means the period of time, from the moment a Document has been successfully uploaded to the Doxit Server, during which Doxit will keep the Document available on-line. This period is typically 30 (thirty) days, but may be changed by Doxit from time to time according to operational and Client requirements.
- 2.21. "Archive Period" means the period of time that a backup copy of a Document will be archived, after the Initial Availability Period. This period is typically 5 (five) years, but may be changed by Doxit from time to time according to operational and Client requirements.
- 2.22. "Delete-After-Deliver" means an option selected by the Sender of a Document instructing Doxit not to archive the Document, but to permanently delete the Document after delivery or after a specified time since the Document was sent.
- 2.23. "Terms and Conditions" means these General Terms and Conditions, which constitute a written agreement by means of an electronic transaction, and which are binding upon any user that has accepted the terms and conditions and who uses the Doxit Service.
- 2.24. An expression which denotes:
 - 2.24.1. any gender includes the other genders;
 - 2.24.2. a natural person includes a juristic person and vice versa;
 - 2.24.3. the singular includes the plural and vice versa.

2.25.A "Wallet" is a record per client of the available balance against which transactions for the use of the Doxit Service are billed.

3. Right to Use the Doxit Service

3.1. Doxit hereby grants a Client the right to log onto the Doxit Web site with the logon credentials issued by Doxit to that Client, to use the Doxit Service according to these General Terms and Conditions which may be updated from time to time.

4. Limitations of Use

- 4.1. The Doxit service is only available to users eighteen years and older.
- 4.2. The Doxit Service may only be used according to the
- 4.3. terms and conditions of this agreement, the ECT Act, POPI Act and RICA.
- 4.4. The Doxit Service may only be accessed by a natural person. This includes a natural person acting on behalf of another natural person or on behalf of an Organization.
- 4.5. No automated access to the Doxit System or service is allowed.
- 4.6. No screen scraping, data scraping, content scraping or web scraping is allowed on Doxit Web pages protected by a logon process.
- 4.7. A Client may not log on using the logon credentials of another Client.
- 4.8. Clients may not use the Doxit Service for any illegal purposes.
- 4.9. No caching of the Doxit Website is allowed.
- 4.10. Hyperlinks to the Doxit Website from any other source shall be directed only at the home page of the Doxit Website. Doxit shall not be liable, in any manner whatsoever, for any damage, loss or liability that results from the use of the content on the Doxit Website, if such content was accessed through a hyperlink not directed at the home page of the Doxit Website.
- 4.11. No person may frame the Doxit Website in any manner whatsoever, without the prior written consent of Doxit.
- 4.12. Apart from the use of bona fide search engine operators and the use of a search facility that may be provided on the Doxit Website, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content on the Doxit Website for any purpose whatsoever.
- 4.13. Should a Client request that all reference to the Client to be removed from the Doxit Server, the Client must de-register from the Doxit Service using the formal mechanism provided by Doxit for this purpose; and obtain permission to remove such reference information, in writing, from all other Clients to whom the requesting Client has sent Documents and from whom the requesting Client has received Documents, and submit these permissions to Doxit. Only when full permission has been received from all Clients with whom the Client, wishing to have the information removed, has had interaction, will Doxit be in a position to remove such information without violating the rights of other Clients.

5. Undertaking by Doxit Client

By registering for the Doxit Service, the Client agrees to:

- 5.1. Not share his Doxit passwords or PINs with anyone else.
- 5.2. Inform Doxit immediately should his Doxit passwords or PINs be compromised in any way.
- 5.3. Immediately change his passwords or PINs, if so requested by Doxit.
- 5.4. Keep his mobile phone (technically the SIM card in the phone device) that is registered on the Doxit Service secure, and immediately report the event to Doxit, should his mobile phone be stolen, lost, or should a SIM swap take place, should this mobile phone number change or should he not use this phone on a regular basis for whatever reason.
- 5.5. Never block Doxit notifications.
- 5.6. Log onto the Doxit Service and formally accept the pending Documents as soon as reasonably possible after having received a notification from Doxit that a Document has arrived.
- 5.7. Download and read the accepted Document as soon as possible after acceptance.
- 5.8. Immediately inform Doxit if the Document cannot be downloaded and read successfully because of technical problems.
- 5.9. Continue accepting, downloading and reading Documents until formally de-registering from the Doxit Service by using the formal mechanism provided by Doxit for this purpose.
- 5.10. Visit the Doxit web site on a regular basis to be informed of any changes to the Doxit Service, the pricing and the Terms and Conditions.

6. Proxy Appointment

- 6.1. By registering for the Doxit Service, the Client appoints the managing director or acting managing director of Doxit (who may be appointed by Doxit from time to time) as his proxy to digitally sign a receipt on the Client's behalf as soon as the Client formally accepts delivery of a Document on the Doxit System.
- 6.2. A Document is considered to be successfully delivered to the Client at the moment that the Client formally accepts the Document on the Doxit System.
- 6.3. This proxy appointment is valid for all the Roles that the Client may act in.

7. Doxit Limited Liability

- 7.1. Although Doxit will take all reasonable steps to ensure that the Doxit Service runs reliably and operate without any malfunctions, Doxit shall not be liable, in any manner whatsoever, for any damage, loss or liability that may result from the use of the Doxit Service. Should a Client wish to be covered for such eventualities, Doxit can be approached directly for a quotation which includes insurance.
- 7.2. Doxit shall not be liable in any manner whatsoever, for any damage, loss or liability that may result from the use of the content on the Doxit Server by the Clients or by any third party who obtains such content from a Client.

8. Permission to Store Information

- 8.1. All personal data will be protected and managed by Doxid as required by the Protection of Personal Information Act (POPI) of 2013.
- 8.2. Doxid will take all reasonable steps to protect the personal information of Clients. All personal information (apart from the information detailed in clause 9) is stored and used by Doxid with the sole purpose to offer and improve the Doxid Service. This includes, but is not limited to:
 - 8.2.1. Communicating with the Client.
 - 8.2.2. Providing the Client with access to the restricted pages on the Doxid Website.
 - 8.2.3. Compiling non-personal statistical information about browsing habits, click-patterns and access to the Doxid Website for purposes of service enhancement.
- 8.3. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the Client. Clients may determine cookie use independently through their browser settings.
- 8.4. Doxid may collect, maintain, save, compile, share, and disclose any information collected from clients, subject to the following provisions:
 - 8.4.1. Doxid shall not disclose personal information received from Clients unless the Client consents thereto.
 - 8.4.2. Doxid shall disclose information without the Client's consent only when requested to do so by a court of law.
 - 8.4.3. Doxid owns and retains all rights to non-personal statistical information collected and compiled by Doxid.
 - 8.4.4. Any Client who obtains information regarding another Client, except a person for whom the Client has a mandate to the Doxid Service as defined in a Role, must:
 - 8.4.4.1. contact the Doxid call centre immediately to disclose this fact and the circumstances under which the information was obtained;
 - 8.4.4.2. follow any processes that Doxid prescribes to remove or destroy the information; and
 - 8.4.4.3. not disclose the information to any other person in any manner whatsoever, nor retain the information in any form.
- 8.5. By registering for the Doxid Service, the User gives Doxid permission to electronically collect, collate, store all information needed to offer an efficient Doxid Service, in particular, but not limited to the following information:
 - 8.5.1. User Name.
 - 8.5.2. User Initials.
 - 8.5.3. User Surname.
 - 8.5.4. User email address.
 - 8.5.5. User ID and/or Passport Number.
 - 8.5.6. Doxid User Registration Number.
 - 8.5.7. User Home Town Name.
 - 8.5.8. User Home Suburb Name.
 - 8.5.9. User Street Name and Number.
 - 8.5.10. Roles in Organizations that the User has been registered for.

- 8.5.11. Logs of all actions and transactions while using the Doxid Service.
 - 8.5.12. Browsing habits and click patterns.
 - 8.5.13. Details (as defined in 9.3) of any other User or Organization for whom the User acts in a Role, including the Role of Assistant.
 - 8.5.14. All Documents generated on, uploaded to and received on the Doxid Server by a User.
- 8.6. By registering for the Doxid Service, the Organization gives Doxid permission to electronically collect, collate, store all information needed to offer an efficient Doxid Service, in particular, but not limited to the following information:
 - 8.6.1. Organization Name.
 - 8.6.2. Organization formal registration number.
 - 8.6.3. Organization Doxid registration number.
 - 8.6.4. Organization physical address.
 - 8.6.5. Organization telephone and fax details.
 - 8.6.6. Organization web address (if any).
 - 8.6.7. Details (as defined in 9.3) of the User acting as the Organization's Doxid Administrator.
 - 8.6.8. List of all Roles defined for the Organization, as well as the details of the Users (as defined in 9.3) acting in those Roles.
 - 8.6.9. All Documents generated on, uploaded to and received on the Doxid Server by any User acting in a Role of the Organization.
 - 8.7. Doxid may collect and/or verify Organization information from CIPC, SARS and the Organization's web site.

9. Permission to Share Information

- 9.1. By registering for the Doxid Service, the User gives Doxid permission to share the information in clause 9.2 with other Users.
 - 9.1.1. If the User chooses to have his/her details appear in the Public Doxid Directory, this information will be shared with all other Doxid Users.
 - 9.1.2. If the User chooses not to have his/her details appear in the Public Doxid Directory, this information will only be shared with those other Users who have accepted invitations from this User, or those other Users from whom this User has accepted invitations.
- 9.2. Information to be shared with other Users:
 - 9.2.1. User Name.
 - 9.2.2. User Initials.
 - 9.2.3. User Surname.
 - 9.2.4. User email address.
 - 9.2.5. Partly Masked User ID or Passport Number (e.g. for an ID number in the form: YYMMDD **** 0X *).
 - 9.2.6. Doxid User Registration Number.
 - 9.2.7. User Home Town Name.
 - 9.2.8. User Home Suburb Name.
 - 9.2.9. Roles in Organizations that the User has been appointed to.
 - 9.2.10. Assistant Roles to which the User has been appointed to.
 - 9.2.11. The date and time when a User accepted or rejected a Document sent to him. This information will only be shared with the Sender of the Document.

- 9.2.12. The dates and times when a User has logged onto the Doxid Service, in the period during which there were one or more Documents waiting for acceptance. This information will only be shared with the Sender of such pending Documents.
- 9.2.13. All Documents uploaded to the Doxid Server by a User. Documents are only shared with Recipients specified by the Sender of a Document.
- 9.3. By registering an Organization for the Doxid Service, the Organization Representative gives Doxid permission to share the following information with Users:
- 9.3.1. Organization Name.
- 9.3.2. Organization formal registration number.
- 9.3.3. Organization Doxid registration number.
- 9.3.4. Organization physical address.
- 9.3.5. Organization telephone and fax details.
- 9.3.6. Organization web address (if any).
- 9.3.7. Details (as defined in 9.3) of the User acting as the Organization's Doxid Administrator.
- 9.3.8. List of all Roles defined for the Organization, as well as the details of the Users (as defined in 9.1) acting in those Roles.
- 9.3.9. All Documents uploaded to the Doxid Server by a User acting in a Role of the Organization. Documents are only shared with Receivers specified by the Sender of a Document and only after the Receiver has accepted delivery of the Document.
- 9.3.10. The date and time when a User acting in a Role of the Organization accepted or rejected a Document sent to him. This information will only be shared with the Sender of the Document.
- 9.3.11. The dates and times when a User acting in a Role of the Organization, has logged onto the Doxid Service, in the period during which there were one or more Documents waiting for acceptance. This information will only be shared with the Sender of such pending Documents.
- 9.3.12. All Documents uploaded to the Doxid Server by a User. Documents are only shared with Recipients specified by the Sender of a Document.
- 9.4. Apart from Documents, the information in this clause 9 is shared to enable Clients to positively identify the Senders and Receivers and the delivery status of Documents.

10. Right to Suspend the Doxid Service

- 10.1. Doxid reserves the right to suspend the full, or any part of the Doxid Service to any Client if:
- 10.1.1. The Client abuses the Doxid Service in any way.
- 10.1.2. The Client uses the Doxid Service in any illegal way or for purposes of commission of a crime.
- 10.1.3. The Client does not use the Doxid Service according to these Terms and Conditions.
- 10.1.4. The Client owes Doxid any money.
- 10.2. If any Client uses the Doxid Service in breach of the provisions detailed herein, Doxid reserves the right to

take whatever action Doxid deems necessary to protect its own proprietary and other interests, as well as the interest of other Doxid Clients in respect of the content available through the Doxid Service.

11. Intellectual Property Rights

- 11.1. All intellectual property rights in all materials and content made available through the Doxid Service, with the exception of the Documents, are owned by Doxid or by a third party, or alternatively Doxid is the lawful user thereof, and are protected by both South African and international intellectual property rights laws. The Client agrees not to do anything that may infringe upon Doxid's intellectual property rights in this regard, including but not limited to unauthorised copying, reverse-engineering, reproduction, retransmission, distribution, dissemination, sale, publication, or other circulation or exploitation of such material and shall comply with all laws applicable to any intellectual property rights (including without limitation trade secrets, copyright, trademarks, registered designs, and patents) in respect of any data, files and/or information accessed, retrieved or stored by the Client through the Client's use of the Doxid Service.
- 11.2. The Client warrants that it will not use the Doxid Service in any way that will infringe on any person's intellectual property rights, and that it recognises and uses any content in accordance with Doxid's and any other Client's intellectual property rights. The Client is prohibited from using the trademarks, logos, brand names, domain names or other marks of Doxid without Doxid's written permission.

12. Access to Documents

- 12.1. During the Initial Availability Period of a Document, the following Clients will be given access to the Document:
- 12.1.1. The Client who uploaded the Document.
- 12.1.2. Any Client to whom the Document was sent and who has formally accepted delivery of the Document.
- 12.2. Doxid will use best security practice at the time to ensure that access to Documents is limited to only the Clients mentioned in 12.1.
- 12.3. Doxid will use best practice at the time to put mechanisms in place to keep backups of all Documents during the Archive Period, but even these mechanisms cannot guarantee full availability at all times.
- 12.4. Doxid will offer a service to Clients to retrieve Archived Documents during the Archive Period. Only the Sender, and Receivers who have accepted delivery of a Document, will be given access to the Document.
- 12.5. If a Client has selected the Delete-After-Delivery option when sending a Document, Doxid will permanently delete the Document as soon as the Recipient has downloaded the Document or as soon as the Document Expiry Date has been reached, whichever comes first.
- 12.6. Doxid will not backup Documents when the Delete-After-Delivery option has been selected by the sender.

13. Payment for the Doxid Service

- 13.1. The Doxid payment and pricing models are subject to change from time to time to adapt to business and Client requirements.
- 13.2. Although other payment models may be offered from time to time, Doxid primarily offers a prepaid usage model which requires Clients to pay upfront for the services rendered by Doxid.

14. Unavailability of the Doxid Service

- 14.1. Although Doxid will endeavour to ensure that the Doxid Service is available at all times, Doxid cannot guarantee this availability at all times.
- 14.2. Although Doxid will endeavour to always give Clients ample notice, should the Doxid Service not be available, there are nevertheless situations in which this cannot reasonably be done. These include, but are not limited to:
 - 14.2.1. Technical failures or problems with the Doxid Website or with the Doxid Servers and computer network that support the Doxid Servers.
 - 14.2.2. Technical and infrastructure problems with third party information technology systems.
 - 14.2.3. Unavailability of telecommunications or electricity services.
 - 14.2.4. Other circumstances beyond the control of Doxid.
- 14.3. Without derogating from the provisions of this clause, the User undertakes to limit his or her potential losses caused by maintaining his own backups.

15. Software and Equipment

- 15.1. It is the responsibility of the Client to acquire and maintain, at his/her own expense, the computer hardware, system and information security, software, telecommunications lines and access accounts to access the Internet and the Doxid Website and/or download content from the Doxid Website.

16. Changes and Amendments

- 16.1. Doxid expressly reserves the right, in its sole and absolute discretion, to do any urgent or emergency maintenance on the Doxid System, without prior notice to Clients. During this time, the Doxid Service or part thereof may not be available to Clients.
- 16.2. Doxid expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time after giving one month's prior notice to Clients on the Doxid web site:
 - 16.2.1. Change, add or remove features of the Doxid Service.
 - 16.2.2. Change these Terms and Conditions.
 - 16.2.3. Change the prices and pricing model for using the Doxid Service.
 - 16.2.4. Change the software and hardware implementation of the Doxid Service.
 - 16.2.5. Change the software and hardware required to access and use the Doxid Service.
- 16.3. Should a Client not agree to any of these changes, its sole remedy would be to use the balance in its Doxid Wallet to pay for Doxid Services during the notice period and then to formally de-register for the Doxid Service and to stop using the Doxid Service.

- 16.4. It is the Client's obligation to visit the Doxid Web Site on a regular basis in order to determine whether there are any notices of change, whether any amendments have been made to the Terms and Conditions and Pricing. By accessing Doxid Website after the notice period in 16.2, the Client will be bound by the latest version of the Terms and Conditions and pricing, as published on the Doxid Web Site.

17. Hyper Links to Third Party sites

- 17.1. The Doxid Website may contain links to third party websites with information or material produced by other parties. Doxid does not control these linked sites and is not responsible for any content, updates, links or changes to these linked sites. Notwithstanding the fact that hyperlinks in these Terms and Conditions are deemed to be part of these Terms and Conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these Terms and Conditions.

18. Security

- 18.1. Doxid shall use all reasonable endeavours to secure the content of the Doxid Website.
- 18.2. Clients may not deliver or attempt to deliver, whether intentionally or negligently, any damaging code, such as computer viruses, to the Doxid Website or the server and computer network that support the Doxid System.
- 18.3. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Doxid Server, whether intentionally or negligently, shall, without any limitation, indemnify and hold Doxid harmless against any and all liability, damages and losses which Doxid and/or any third party may suffer as a result of such damaging code.
- 18.4. Users may not develop, distribute or use any device to breach or overcome the security system on the Doxid Service and Doxid reserves the right to take whatever action Doxid deems necessary to preserve the security and reliable operation of the Doxid System and the server and computer network that support the Doxid Service, including without limitation the right to claim damages from any and all persons responsible for such security failure or breach.
- 18.5. Clients may not interfere with data or services in a manner which causes such data or services to be modified, destroyed or otherwise rendered ineffective (e.g. denial of service attacks).
- 18.6. Any Client who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Doxid and any third party arising from a breach of the provisions of this clause 18 and the Client hereby indemnifies and holds Doxid harmless against all claims, losses and damages arising from a breach of the provisions of this clause.

19. Disclaimer and Limitation of Liability

- 19.1. To the extent permitted by law, Doxid (including its employees, suppliers, Internet service providers,

partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by person and resulting from-

- 19.1.1. access to the Doxid Web Site;
- 19.1.2. access to websites linked to the Doxid Web Site;
- 19.1.3. inability to access the Doxid Web Site;
- 19.1.4. inability to access websites linked to the Doxid Web Site;
- 19.1.5. content available on the Doxid Web Site;
- 19.1.6. services available from the Doxid Web Site; and
- 19.1.7. downloads and use of content from the Doxid Website.

19.2. The Doxid Website and its content are supplied without any warranty or guarantee and have not been compiled to meet the Client's individual requirements. It is the responsibility of the Client to satisfy him or herself, prior to entering into this agreement with Doxid, that the content available from and through the Doxid Website meets the Client's individual requirements and is compatible with the Client's computer hardware and/or software.

19.3. Information, ideas and opinions expressed on the Doxid Website do not constitute the professional advice or the official opinion of Doxid and Clients are encouraged to obtain their own professional advice before taking any course of action related to the information, ideas or opinions expressed on the Doxid Website.

19.4. Doxid does not make any warranties or representation that the content and services available from the Doxid Website will in all cases be free from any fault.. Doxid shall take all reasonable steps to ensure the quality and accuracy of the content available on the Doxid Website.

19.5. Doxid makes no representations, warranties or guarantees that the Doxid Website shall be accessible at all times. Clients acknowledge that the Doxid Website may be inaccessible due to maintenance activities or due to circumstances beyond the reasonable control of Doxid, including, but not limited to virus infection, unauthorised access (hacking), power failure or any instances of force majeure beyond Doxid's reasonable control.

20. Interception of Communications in terms of RICA

20.1. The Client acknowledges that Doxid and/or a third party network operator may under the circumstances prescribed in RICA be required to intercept, block, filter, read, delete, edit, disclose and use communications sent or posted by the Client via the Doxid service.

20.2. Doxid will protect the confidentiality and will not reveal the contents of any Document sent or received by a Client, unless formally ordered to do so by a court of law.

21. Doxid Acting as an Operator in terms of POPI

21.1. Doxid confirms that it has proper knowledge and understanding with regards to the POPI Act and the

applicable requirements for Responsible Parties and Operators under the Act.

21.2. Where Doxid acts as a Responsible Party in terms of the POPI Act when collecting and storing personal information of Clients, Doxid undertakes to do this in accordance with the requirements of the POPI Act.

21.3. Where Doxid acts as an Operator in terms of the POPI Act, when accepting, storing and delivering documents on behalf of a Client who, on the other hand, acts as a Responsible Party, this agreement serves as a written agreement entered into by Doxid with the Client in order to comply with Sec. 21 of the POPI Act.

21.4. Where Doxid uses an Operator's services to deliver the Doxid Service, Doxid undertakes to enter into a written agreement with the Operator in order to comply with Sec. 21 of the POPI Act.

21.5. Doxid will use best practice at the time to comply with the requirements of the POPI Act with particular reference to sections 8 to 25.

21.6. Doxid will notify the Responsible Party immediately where there are reasonable grounds to believe that the personal information of a data subject of the Responsible Party has been accessed or acquired by any unauthorised person.

21.7. Doxid ensures confidentiality of all Documents by using encrypted channels for uploading and downloading and by encrypting the disk volumes when Documents are stored on a server. Backups are also stored in encrypted disk volumes.

21.8. The Doxid Service is offered from within the national borders of the RSA in accordance with the requirements of section 72 of the POPI Act.

21.9. The Doxid Service does not make use of any public or cloud services and does not store data in undetermined locations.

21.10. Doxid makes regular encrypted backups of Documents to ensure availability.

21.11. Doxid does not store Client personal information or Documents on mobile devices.

21.12. Where and when personal information or Documents have to be deleted, Doxid uses best practice at the time to ensure that the information cannot be recovered in any way.

22. Entire Agreement and Severability

22.1. These Terms and Conditions are binding and enforceable against all Clients that access the Doxid Website or make use of the Doxid website or any part thereof.

22.2. These Terms and Conditions constitute the whole of the agreement between Doxid and the Client relating to the subject matter hereof. Any additional terms and conditions are only valid if reduced to writing and signed by both parties. Doxid shall not be bound by any representation, warranty, promise or the like that is not recorded herein unless it has been expressly agreed to by Doxid and reduced to writing. No representation, term, warranty, or express or implied condition shall be considered to be or to have been made or agreed or implied by reference to any other writing, advertisement or conversation and these Terms and Conditions shall take precedence over any disclaimers and/or legal notices attached to any

communications and/or postings received by Doxid from the User.

22.3. Should there be any conflict between these Terms and Conditions, and any other terms and conditions, reduced to writing and signed by both parties, these Terms and Conditions take precedence.

22.4. Any indulgence which Doxid may grant to the Client shall not constitute a waiver of any of Doxid's rights, and Doxid shall not thereby be precluded from exercising any rights against the Client which may have arisen in the past or which might arise in the future.

22.5. Any provision or clause of these Terms and Conditions which is or becomes invalid, illegal or unenforceable for any other reason whatsoever shall, only to the extent that such provision or clause is invalid, unlawful or unenforceable, be treated as pro non scripto and the remaining provisions and clauses of these Terms and Conditions shall remain of full force and effect.

23. Applicable Law

23.1. These Terms and Conditions, including all transactions concluded on the Doxid Website, and all matters arising therefrom or in connection therewith are governed by and interpreted in accordance with the laws of the Republic of South Africa.

24. Dispute Resolution

24.1. Any dispute between Doxid and a Client (the Parties) in regard to these Terms and Conditions shall be decided by arbitration in the manner set out in this clause 24.

24.2. The said arbitration shall be held subject to the provisions of this clause:

24.2.1. in Pretoria;

24.2.2. informally;

24.2.3. otherwise in accordance with the provisions of the Arbitration Act, 1965 and the rules of the Arbitration Foundation of South Africa;

24.2.4. it being the intention that if possible it shall be held and concluded within 21 (twenty-one) business days after it has been demanded.

24.3. The arbitrator shall be, if the question in issue is:

24.3.1. primarily an accounting matter, an independent accountant agreed upon between the Parties;

24.3.2. primarily a legal matter, an independent practising senior advocate with no less than 10 (ten) years' standing, agreed upon between the Parties;

24.3.3. any other matter, an independent person agreed upon between the Parties.

24.4. If the Parties cannot agree upon a particular arbitrator under the provisions of clause 24.3 above within 7 (seven) business days after the arbitration has been demanded, the nomination in terms of 24.3 as the case may be, shall be made by the President for the time being of the Institute of Chartered Accountants within 7 (seven) days after the Parties have so failed to agree.

24.5. The Parties irrevocably agree that the decision in these arbitration proceedings:

24.5.1. shall be binding on them,

24.5.2. shall be carried into effect,

24.5.3. may be made an order of any Court of competent jurisdiction.