

## TERMS AND CONDITIONS

### 1 INTERPRETATION

- 1.1 In this agreement, unless the context clearly indicates a contrary intention, any expression which denotes any gender shall include the other genders, a natural person shall include an artificial person and vice versa, the singular shall include the plural and vice versa and the definitions contained below shall bear the following meanings:
- 1.1.1 "Data" means the data as described in the Description of Data and as further qualified by the Qualifying Criteria;
- 1.1.2 "Description of Data" mean the description of data as set out on the first page of this agreement; and
- 1.1.3 'Qualifying Criteria' means any other criteria the Data or the source of Data may have to comply with, as may be described on the first page of this agreement.

### 2 APPOINTMENT TO COMPILE AND SALE OF DATA

- 2.1 The Client, by its completion and signature of the agreement, appoints CG Consulting to compile the Data in accordance with the Description of Data and, furthermore, agrees to purchase the Data from CG Consulting.
- 2.2 CG Consulting shall deliver the Data to the Client in an appropriate electronic format, or as may be more fully described in the Service Description.

### 3 USE OF DATA

- 3.1 The Data supplied in terms of this agreement is for the Client's internal use only. The Client may not in any way disseminate the Data to any other party outside the Client.
- 3.2 Due to the number of sources the Data is compiled from, the Client acknowledges that there may be omissions and inaccuracies in the Data. CG Consulting shall under no circumstance be liable for any such omissions or inaccuracies in the Data.
- 3.3 The Client acknowledges that the currency and the accuracy of the Data decreases rapidly over time. In the event that the Client demonstrates, **within 2 weeks from delivery of the Data**, that it does not materially comply with the Description of Data and/or the Qualifying Criteria, CG will as soon as reasonably possible, replace or augment the Data so that it does comply with the Description of Data and the Qualifying Criteria. Should the Client not inform CG Consulting **within 2 weeks from delivery** that the Data does not comply with the Description of Data and/or the Qualifying Criteria, CG Consulting shall not be obliged to remedy or augment the Data in any way.
- 3.4 CG Consulting cannot and does not warrant the accuracy, completeness, currentness, non-infringement, merchantability, or fitness for a particular purpose of the Data, which is provided to the Client "as is". CG Consulting shall not be liable to the Client or any other party for any loss or injury caused in whole or in part by CG Consulting in procuring, compiling, interpreting, reporting, or delivering the Data. In no event will CG Consulting be liable to the Client or any other party for any decision made or action taken by the Client in reliance on the Data.
- 3.5 The Client agrees and warrants that it will not use the Data in violation of any applicable laws, rules, regulations or public policy and hereby irrevocably indemnifies CG Consulting from any claim, damage or loss resulting from such usage of the Data.
- 3.6 The Client agrees to respect any entity or person's demand to be removed from the database or any future contact list of the Client. The Client also agrees to immediately inform CG Consulting of such demand in order that CG Consulting may also remove such entity or person from CG Consulting's databases and contact lists.

### 4 FEES AND PAYMENT

- 4.1 In consideration for the compilation and sale of the Data, the Client shall pay to CG Consulting the Fees set out on the first page of this agreement.
- 4.2 Unless specifically provided otherwise, all fees are payable in advance, prior to compilation and/or sale of the Data. CG Consulting shall not be obliged to compile or deliver the Data prior to receipt of payment.
- 4.3 Unless otherwise stated, any amount recorded as payable shall be exclusive of VAT, and VAT will be paid thereon in addition and by the party who is liable to pay such VAT.

**5 INTELLECTUAL PROPERTY**

- 5.1 All intellectual property rights vested in or owned by a party or held by a party under any licensing agreement with any independent third party shall be and remain the sole property of such party and the relevant licensor's respectively.

**6 LIMITATION OF LIABILITY**

- 6.1 Notwithstanding anything else contained herein, CG Consulting shall not be liable to the Client for any loss, damage or cost which is of an indirect, consequential, incidental or punitive nature.
- 6.2 Notwithstanding anything else contained herein, under no circumstances whatsoever shall CG Consulting be liable for any amount exceeding the fees payable to CG Consulting under this agreement.

**7 GENERAL**

- 7.1 The parties chooses the addresses specified in the Order Form as its domicilium et executandi ("domicilium") for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 7.2 This agreement constitutes the full contractual relationship between the parties and no party shall be bound by any express or implied term, promise, warranty or the like not recorded herein. No variation hereof, addition hereto or consensual cancellation hereof shall be binding on any of the parties unless recorded in writing under their respective signatures.
- 7.3 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa. The Client hereby consents to the jurisdiction of the Magistrates' court for any or all proceedings arising under this agreement notwithstanding that such proceedings may otherwise be beyond the Magistrates' court jurisdiction and for the purposes of the Magistrates' Court Act this clause will be deemed to constitute written consent. M-Web reserves the right to institute proceedings in the High Court at its option
- 7.4 In the event that any of the provisions of this agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.