

## VS1 CLOUD TERMS OF SERVICE

Thank you for selecting the Services offered by VS1 Cloud Pty Ltd. Limited and/or its subsidiaries and affiliates (referred to as "VS1 Cloud", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legally binding agreement between you and VS1 Cloud. By clicking "I Agree," indicating acceptance electronically, or by installing, accessing or using the Services, you agree to be bound by the terms in this Agreement. If you do not agree to this Agreement, then you may not use the Services. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, and use or access the Services as an authorized representative.

### A. GENERAL TERMS

#### 1. AGREEMENT

This Agreement describes the terms governing your use of the VS1Cloud services provided to you on this website, including Content (defined below), updates and new releases (collectively, the "Services"). This Agreement includes by reference:

- VS1 Cloud Privacy Statement
- Additional terms and conditions made available to you, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

**1.1. Modification to Services.** We have the right, in our sole discretion, to revise, update, or otherwise modify the Services or alter your access to the Services; and for material changes, to the extent reasonably possible, we will provide you with reasonable notice either posted on the website hosting the Services or to the Administrator's (as defined below) email address. Note that we may modify the amount of storage space you have through the Services and the number of times (and the maximum duration for which) you may access the Services in a given period of time. In the event we need to maintain the security of the system or comply with any laws or regulations, we reserve the right to modify the Services immediately, and to provide the Administrator with electronic or written notice within thirty (30) days after any material modifications. You may reject any changes to the Services by discontinuing or terminating your use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement to such changes.

**1.2. Beta Features.** From time to time, we may include new or updated beta features in the Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. To the maximum extent permitted by law, you acknowledge and agree that all use of any Beta Feature is at your sole risk.

#### 2. YOUR RIGHTS TO USE THE SERVICES

**2.1** The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by VS1 Cloud within this Agreement. VS1 Cloud reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, VS1 Cloud grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

**2.2** You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

**2.3. Types of Users.** The Services allow the following types of access and user rights: When you initially register

for and create an account for a Service, you are, or a party that you authorize is, the administrator (“Administrator”). Administrators may authorize additional individuals to access the Services through the same account (“Additional Users”). The number of Additional Users may be limited based upon the subscription you purchase. Additional Users may include, for example, your employees, accountant, contractors, agents, and clients. You may be referred to in this Agreement as “you”, “your”, or “User”, or you may be referred to specifically in your applicable role as an Additional User or an Administrator. All Users will be required to accept this Agreement before accessing the Services. As any User of the Services, unless otherwise explicitly stated in this Agreement, all of these terms apply to you each time you access the Services.

**2.4. For Administrators.** As an Administrator, the following applies to you: Only Administrators may designate another individual as a replacement Administrator. You agree that Additional Users are VS1 Cloud customers, but that you are responsible for your Additional Users’ access to the Services. Depending on the types of access rights you grant to Additional Users, Additional Users may be able to delete, copy, or view the Content and data accessible in your account and add charges to the subscription. As Administrator, you are responsible for the access to the Services you grant to Additional Users. If you choose to close or terminate your access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. You agree to provide sufficient notice to Additional Users of your desire to terminate access to the Services before taking such actions. A violation of any terms of this Agreement by an Additional User may result in the termination of an Administrator’s or any Additional User’s access to the Services.

**2.5. For Additional Users.** As an Additional User, the following applies to you: When you register to access an account for which you are not an Administrator, you understand that you are accessing the Service as an Additional User and you may not have the same level of access or the same rights as an Administrator. Depending on the types of rights you are granted by the Administrator, you may be able to delete, copy, or view other User’s Content and data. Please make sure that you have an agreement with the Administrator about your role and rights. If an Administrator chooses to close or terminate access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. As an Additional User, you understand that if you violate this Agreement, your access to our Services may be terminated, and we retain the right to also terminate access for any other Users of the same account.

### **3. PAYMENT.**

For Services offered on a payment or subscription basis, the following terms apply, unless VS1 Cloud or its third party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

a. Payments will be billed to you by VS1 Cloud in South African Rand (R), or other currencies which may be made available (plus any and all applicable taxes, including without limitation VAT) as shown in the product ordering and subscription terms, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.

b. You must pay with one of the following:

1. A valid credit card acceptable to VS1 Cloud;
2. A valid debit card acceptable to VS1 Cloud;
3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due;  
or
4. By another payment option VS1 Cloud provides to you in writing.

c. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any further use of the Services.

d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

e. VS1 Cloud will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is canceled or terminated in accordance with this Agreement.

f. Additional cancellation or renewal terms may be provided to you on the website for the Services.

**3.1. Subscription.** The Services are licensed on a monthly subscription basis to the User that pays for the Service. As the Administrator, you may choose whether you or another User pays for the license. Please review all of the details of the subscription that you purchase; some subscriptions provide access to one Service and others provide access to more than one Service.

**3.2. Subscription Cancellation.** The Administrator may, at any time, notify us if he or she wants to cancel or terminate the subscription prior the beginning of the new subscription period. In the event that VS1 Cloud is unable to charge a User's chosen payment method in accordance with this Agreement, we may terminate this Agreement and access to the Services immediately, without notice. If you stop using the Services, VS1 Cloud has fulfilled your subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is canceled or terminated. After your access to the Services is terminated, you may no longer have access to any of the data or Content in the Services. We suggest you retain your own copies of any data or Content that you may need as VS1 Cloud is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

#### **4. USE WITH YOUR MOBILE DEVICE**

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

TO THE EXTENT PERMITTED BY LAW, VS1 CLOUD MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

(i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;

(ii) ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND

(iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

#### **5. YOUR PERSONAL INFORMATION.**

You can view VS1 Cloud's Privacy Statement provided with the Services, which is also made available on the website for the Services. You agree to the applicable VS1 Cloud Privacy Statement and any changes published by VS1 Cloud and notified to you via the website. You agree that VS1 Cloud may use and maintain your data according to the VS1 Cloud Privacy Statement, as part of the Services. This means that VS1 Cloud may use your data to improve the Services or to design promotions and to develop new products or services. VS1 Cloud is a global company and may access or store personal information in multiple countries, including countries outside of Australia to the extent permitted by applicable law.

**5.1. Personal Data.** If you are providing data to us that is not personal to you, you warrant and agree that you have obtained all necessary consents and permissions from, and provided all necessary disclosures to, the owner of such personal data (being the person(s) to whom such personal data relates) i, as required by applicable law, for us to: (a) use or disclose the data in accordance with our Privacy Statement, (b) move the data outside of the country of residence of such owner of the personal data, if applicable, (c) provide the data to Third Party Products that you approve, and (d) otherwise use and disclose the data in accordance with this Agreement. You acknowledge and agree that VS1 Cloud may provide data in your account to any Additional Users to which that data is applicable or personal to.

**5.2. Public Content.** As a User you may have the opportunity to share your data, Content, or ways in which you aggregate data ("Account Content") with other Users, other VS1 Cloud customers, and other third parties. When sharing any Account Content, you agree not to share any confidential information. If you have the option of accessing another User's Account Content, you understand and agree that the Account Content is being provided by the User, and not VS1 Cloud, for information and guidance purposes only, and VS1 Cloud and such User are not responsible in any way for your use the Account Content.

**5.3. Telephone numbers.** You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that VS1 Cloud may use your telephone number for "multi-factor authentication" ("MFA"), to confirm your identity and help protect the security of your account. Part

of the MFA identity verification process may involve VS1 Cloud sending text messages containing security codes to your telephone number. You agree to receive these texts from VS1 Cloud containing security codes as part of the MFA process. In addition, you agree that VS1 Cloud may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

## **6. CONTENT AND USE OF THE SERVICES**

### **6.1. Responsibility for Content and Use of the Services.**

a. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders provide through your use of the Services. By making your Content available through your use of the Services, you grant VS1 Cloud a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. VS1 Cloud is not responsible for any of your Content that you submit through the Services.

b. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:

i. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages "flaming" others or criminal or civil liability under any local, state, federal or foreign law;

ii. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;

iii. Except as permitted by VS1 Cloud in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;

iv. Virus, Trojan horse, worm or other disruptive or harmful software or data; and any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof

**6.2. Restricted Use of the Services.** You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of VS1 Cloud or could subject VS1 Cloud to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in VS1 Cloud's opinion, is prohibited under this Agreement; (v) any other activity that places VS1 Cloud in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an VS1 Cloud system or network or to breach VS1 Cloud's security or authentication measures, whether by passive or intrusive techniques. VS1 Cloud reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

**6.3. Community forums.** The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. VS1 Cloud does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which VS1 Cloud is not responsible.

**6.4. VS1 Cloud may freely use feedback you provide.** You agree that VS1 Cloud may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant VS1 Cloud a perpetual, worldwide, fully transferable, sub Licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to VS1 Cloud in any way.

**6.5. VS1 Cloud may monitor Content.** VS1 Cloud may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect VS1 Cloud or its customers, or operate the Services properly. VS1 Cloud, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

**6.6. Third Party Products.** By using these Services, you agree that we may market to you or offer you access to products or services from third parties ("**Third Party Products**"). If you decide to use or access any Third Party Products, you agree that you are solely responsible for your relationship with the provider of the product. VS1 Cloud is not affiliated with Third Party Products and does not endorse or recommend any Third Party Products. You agree that the providers of the Third Party Products, and not VS1 Cloud, are solely responsible for their own actions or inaction's. VS1 Cloud is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products. You agree that you will (a) review and comply with all Third Party Product terms and conditions, and (b) not use the Third Party Product in any manner that would infringe or violate the rights of VS1 Cloud or any other party or in furtherance of criminal, fraudulent or other unlawful activity.

**6.7. Data Transfer Service.** (a) We may provide you with the opportunity to transfer your data and Content from the Services to certain supported online Third Party Products or other online VS1 Cloud services (the "**Ancillary Services**") that you sign up for or use in connection with the Services (the "**Data Transfer Service**"). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Transfer Service. In order to access a Third Party Product or an Ancillary Service on your behalf to provide the Data Transfer Service, you may need to provide us with your account number, password, security questions and answers, and any other necessary log in information from time to time ("**Login Details**"). We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Transfer Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to VS1 Cloud and you expressly appoint VS1 Cloud as your, or the third party who owns the Login Details', agent with limited power of attorney to access any Third Party Products or Ancillary Services on your behalf. With respect to each Data Transfer Service, you grant VS1 Cloud the right to transfer data to the Third Party Product or Ancillary Service, and to reformat and manipulate the data as reasonably necessary for the data to function with such product or service. After the transfer occurs, the original data and Content will remain in the Services unless we disclose to you otherwise.

(b) You agree that you will (a) review and comply with all Third Party Product or Ancillary Service terms and conditions before you access the Data Transfer Service, and (b) not use the Data Transfer Service in any manner that would infringe or violate the rights of VS1 Cloud or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. Depending on the Third Party Product or Ancillary Service you choose, you further agree and acknowledge that your data, including your financial or personal information, may be transferred through the Data Transfer Service to another country where security and privacy controls may not be adequate for data protection. We do not guarantee that you will be able to use the Data Transfer Service with any specific products or services. You will only have access to the Data Transfer Services during the period for which you have paid for a subscription. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay the overall performance of the Data Transfer Service.

**6.8. Data Receipt Service.** (a) We may provide you with the opportunity to transfer certain data from a Third Party Product or an Ancillary Service to these Services (the "**Data Receipt Service**"). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Receipt Service. In order to access a Third Party Product or an Ancillary Service on your behalf, you may need to provide us with your Login Details. We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Receipt Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to VS1 Cloud and you expressly appoint VS1 Cloud as your, or the third party who owns the Login Details', agent with limited power of attorney to access any Third Party Products or Ancillary Services and retrieve data on your behalf. With respect to each Data Receipt Service, you grant VS1 Cloud the right to transfer data to the Services, and to reformat and manipulate your data as reasonably necessary for the data to function with the Services. After the transfer occurs, your original data and Content may not remain in the Third Party Product or the Ancillary Services; please review the terms of those products and services to confirm. (b) You agree that you will (i) review and comply with all Third Party Product and Ancillary Service terms and conditions before you access the Data Receipt Services, and (ii) not use the Data Receipt Services in any manner that would infringe or violate the rights of VS1 Cloud or any other party, or in furtherance of criminal,

fraudulent or other unlawful activity. In the event that any Third Party Product charges for access to data, you agree that you are responsible for any fees due and owing. You agree that the providers of the Third Party Products, and not VS1 Cloud, are solely responsible for their own actions or inaction's. VS1 Cloud is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products.

(c) We do not guarantee that you will be able to use the Data Receipt Service with any specific products or services. You will only have access to the Data Receipt Services during the period for which you have paid for a subscription. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay aggregation of data or the overall performance of the Data Receipt Service. Your most recent data from a Third Party Product or Ancillary Service may not always be available in the Services. Any data obtained through the Data Receipt Service will be made available in the Services, and will be subject to the terms and conditions of this Agreement, including our Privacy Statement.

**6.9. Sales and Use Tax Services.** (a) SUT Services may include some or all of the following: (i) the setting and periodic update of tax codes in VS1 Cloud, which shall be the sales tax rates of tax agencies that govern the locations of your company and your customers, based upon your VS1 Cloud settings ("Tax Rates"); (ii) the setting and periodic update of tax rates for certain transactions, whether flagged as non-taxable or specific rates based on your VS1 Cloud settings ("Tax Rates"); (iii) applying the correct Tax Rate and Tax Location to your VS1 Cloud sales transactions, based upon your VS1 Cloud settings; and/or (iv) lodging electronically with the Australia Tax Office ("ATO") certain of your statements, including BAS forms (the "Lodging Service"). The SUT services will not include the collecting and remitting of tax payments on your behalf, and you will be responsible for remitting tax payments in full and in a timely manner. You may use the SUT Services only with your use of VS1 Cloud.

(b) If you utilize the Lodging Service, your request will be transmitted to the applicable taxing authority ("Electronic Filing"). You are responsible for verifying the status of your Electronic Filing and its acceptance by the applicable taxing authority, and for lodging such filing outside the SUT Services in the event that the taxing authority rejects the Electronic Filing. SUT Services are based upon information you provide. You confirm and acknowledge that VS1 Cloud does not verify the accuracy, correctness or completeness of information you provide. You confirm and acknowledge that VS1 Cloud will not be responsible for any fines or penalties that may be levied as a result of information provided to VS1 Cloud which may be inaccurate, incomplete or otherwise untimely. By using the SUT Services to prepare and submit your Electronic Filing, you consent to the disclosure to the applicable tax or revenue authority of all information pertaining to your use of the Electronic Filing. VS1 Cloud does not represent that the Electronic Filing will be available at any given time and reserves the right to discontinue submission of Electronic Filings. By using Electronic Filing, you acknowledge that: the Electronic Filing may not be available or able to be transmitted to the taxing authority at all times, VS1 Cloud is not responsible for any late payments or related penalties charged by a taxing authority except as expressly provided in this Agreement, and VS1 Cloud cannot represent you in tax matters.

(c) You hereby grant VS1 Cloud a limited power of attorney to initiate any reasonably necessary actions on your behalf in order to provide you with the SUT Services. As part of the Electronic Filings, we may require you to provide your electronic signature to certain forms or documents required by VS1 Cloud or state/federal tax agencies. Your signature on these forms may be required to use the SUT Services. By using the SUT Services, you acknowledge that you have read the content of the forms, and hereby authorize us to apply your electronic signature or a rendition of your signature to all required forms. Copies of signed forms will be provided to you, and you agree to save a copy of any confirmation or signed forms that VS1 Cloud provides to you for your records. If you revoke your permission for us to use your electronic signature, the SUT Services will terminate.

(d) VS1 Cloud will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. In the event that VS1 Cloud becomes aware of any tax agency information that is inaccurate, VS1 Cloud reserves the right to input the correct information. VS1 Cloud will not be liable in any way if the SUT Services available to you cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information you provide to us. If any VS1 Cloud error occurs in performing the SUT Services available to you, our only responsibility will be to file the correct report and pay any resulting tax interest or penalty. In no event will we be liable for any indirect, special or consequential damages. If these remedies fail of their essential purpose, VS1 Cloud's maximum liability will equal the fees you have paid to VS1 Cloud for the applicable Service subscription as otherwise described in this Agreement.

**6.10. Service Providers.** We may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a "Service Provider"). In order for our Service Providers to be able to provide you with certain aspects of the Services, we may share a limited amount of your data or Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this

information and prohibit the Service Provider from using any of your information for purposes unrelated to the Services.

## **ADDITIONAL TERMS**

**7.1. VS1 Cloud does not give professional advice.** Unless specifically included with the Services, VS1 Cloud is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

**7.2. Not a Financial Planner, Broker or Tax Advisor.** Neither VS1 Cloud nor Services are intended to provide legal, tax or financial advice. VS1 Cloud is not a Financial Planner, Broker or Tax Advisor. VS1 Cloud is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through VS1 Cloud may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstance.

**7.3. We may tell you about other VS1Cloud Services.** You may be offered other services, products, or promotions by VS1 Cloud ("VS1 Cloud Services"). Additional terms and conditions and fees may apply to those other VS1 Cloud Services. With some VS1 Cloud Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant VS1 Cloud permission to use information about your business and experience to help us to provide the VS1 Cloud Services (including other products and services you might be interested in), to develop new products and services, and to enhance the Services.

**7.4. Communications.** VS1 Cloud may be required by law to send you communications about the Services or third party products. You agree that VS1 Cloud may send these communications to you via email or by posting them on our websites.

**7.5. You will manage your passwords and accept updates.** You are responsible for securely managing your password(s) for the Services and to contact VS1 Cloud if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

## **8. DISCLAIMER OF WARRANTIES**

**8.1. YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VS1 CLOUD, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, CONDITION, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, CONDITION, REPRESENTATION OR GUARANTEE THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. VS1 CLOUD AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.**

**8.2.** To the MAXIMUM extent permitted BY law, VS1 CLOUD, ITS AFFILIATES' and ITS SUPPLIERS' liability for the breach of any implied condition, guarantee, representation or warranty which cannot be excluded is (if any legislation so permits) limited to the maximum extent such condition, guarantee, representation or warranty can be limited under applicable law.

**8.3.** VS1 CLOUD, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

**8.4. ONLINE NOTIFICATION AND DISCLAIMER.** VS1 Cloud will provide you with account-related notifications

due to inaction on the account, confirmation of information and reminders to categorize your transactions. These notifications will be sent to the email address you have provided as your primary email address when you register for the Service. Anyone with access to your email will be able to view the content of these notifications.

8.5. You understand and agree that any notifications provided to you through the Service may be delayed or prevented by a variety of factors. VS1 Cloud does its best to provide notifications in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any notification. You also agree that VS1 Cloud shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; for any errors in the content of a notification; or for any actions taken or not taken by you in reliance on a notification.

**9. LIMITATION OF LIABILITY AND INDEMNITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF VS1 CLOUD, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE FIRST CAUSE OF ACTION GIVING RISE TO A CLAIM. SUBJECT TO APPLICABLE LAW, VS1 CLOUD, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET VS1 CLOUD SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF VS1 CLOUD AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF VS1 CLOUD, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

FOR THE AVOIDNACE OF DOUBT, VS1 CLOUD DOES NOT EXCLUDE LIABILITY WHICH CANNOT BE EXCLUDED UNDER THE NATIONAL CONSUMER PROTECTION ACT (CPA) OF SOUTH AFRICA.

You agree to indemnify and hold VS1 Cloud and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of: (i) your use of the Services in breach of any laws or regulations; (ii) your breach of clauses 2.2, 6, or 12 of this Agreement; (iii) any breach by you of any third party rights (including intellectual property rights); (iv) your willful breach of this Agreement (v) your breach of clause 5 of this Agreement; or (vi) any other breach of this Agreement, (collectively referred to as "Claims"). VS1 Cloud reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by VS1 Cloud in the defense of any Claims.

**10. CHANGES.** We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

**11. TERMINATION.** VS1 Cloud may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, effective immediately, in whole or in part, if we determine that your use of the Services: (i) violates the Agreement; (ii) is in violation of a law or regulatory requirement; (iii) is in a manner not contemplated by this Agreement; (iv) is improper or substantially exceeds or differs from what would be reasonably considered normal use by other users; (v) raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues; (vi) to protect the integrity or availability of the Services or systems and comply with applicable VS1 Cloud policy; (vii) if you no longer agree to receive electronic communications; or (viii) or if your use of the Services conflicts with VS1 Cloud's interests or those of another user of the Services. Upon your receipt of VS1 Cloud's notice that your use of the Services has been terminated you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect VS1 Cloud's rights to any payments due to it. Sections 2.2 through 15 will survive and remain in effect even if the Agreement is terminated.

**12. EXPORT RESTRICTIONS.** You acknowledge that the Services, its related website, online services, and other VS1 Cloud Services, including the mobile application, delivered by VS1 Cloud are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security



requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws and regulations, directly or indirectly.

**13. GOVERNING LAW AND JURISDICTION.** This Agreement will be governed by the laws of South Africa. All disputes, controversies or claims in connection with this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber Of Commerce ("ICC Rules"), by a single arbitrator mutually agreed to by the parties appointed in accordance with the ICC Rules. The place of arbitration shall be Pretoria, Gauteng, South Africa, and all proceedings, including required notices and requests to the parties shall be conducted in the English language. Each party may select its own counsel, including foreign counsel to participate on its behalf. The parties may engage in mutually agreed to, reasonable discovery subject to the ICC Rules. The award by the arbitrator shall be final and binding on the parties, and each party hereby waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal. Notwithstanding the foregoing, the parties agree that each party has the right to seek, to the extent permitted under the laws of any relevant jurisdiction, temporary or permanent injunctive or other similar relief in any court of other authority of competent jurisdiction in respect of any claims of breach of confidentiality or for an order of specific performance or other relief. Each party will be responsible for its own costs of arbitration.

VS1 Cloud does not represent that the Services and/or content within the Services is appropriate or available for use in all jurisdictions or countries. VS1 Cloud prohibits accessing content from within countries or states where such content is illegal. You are responsible for compliance with all applicable laws pertaining to your use and access to the Services in your jurisdiction.

**14. LANGUAGE.** Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In the event of a dispute the parties confirm that they have requested that this Agreement and all related documents be drafted in English.

**15. GENERAL.** This Agreement, and its Additional Terms is the entire agreement between you and VS1 Cloud regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of VS1 Cloud. However, VS1 Cloud may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by VS1 Cloud; or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact VS1 Cloud via an email to: [sales@vs1cloud.vom](mailto:sales@vs1cloud.vom)