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1.8. The Licensee hereby opts-in to and elects to be contacted on the contact details provided during registration and updated from time to time as the profile is updated.

1.9. Where the Licensee elects to provide referrals of other potential licensees onto the GeniXys systems, the Licensee does so in recognition that GeniXys reserves rights to set, vary and terminate any referral fee arrangements from time to time without the need to advise as such beforehand.

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SECTION 3 WARRANTIES AND REPRESENTATIONS

3.1. Except as expressly stated in this License Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of content accuracy or fitness for a particular purpose, of merchantability, or warranty of no infringement of third-party intellectual property rights.

SECTION 4 INDEMNIFICATION

4.1. GeniXys hereby indemnifies and shall defend and hold harmless The Licensee, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all direct liability, direct damages, direct loss, direct cost or direct expense, including but not limited to reasonable attorneys' fees, calculated at attorney-client scale, and expenses, arising out of or in connection with any breach or alleged breach of the License Agreement or any third party claims that the GeniXys software or system infringes or otherwise violates any rights of any such third party.

4.2. The Licensee hereby indemnifies and shall defend and hold harmless GeniXys, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees, calculated at attorney-client scale, and expenses, arising out of or in connection with any third party claims that The Licensee's use of the software is in contravention of the grant of rights, infringes or otherwise violates any rights of any such third party.

4.3. This indemnity shall, however, not apply where such losses, expenses, costs, damages, arise or are attributable to the negligence, wilful misconduct or fraudulent intent of either of the parties, their subsidiaries, affiliates, officers, directors, employees, agents, and subcontractors.

4.4. Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly, within 24 (twenty-four) hours of attaining such knowledge, notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle

the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times, have the right to participate in such a defence at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5 TRANSFER AND TERMINATION

5.1. Upon the expiry of the term for access and usage of any Licensed products, any extended use thereof shall be based on up-to-date licensing.

5.2. GeniXys may terminate this license upon written notice to the Licensee for failure to comply with any of terms set forth in this License Agreement. Upon termination, both Parties are obligated to immediately destroy either Party's information in terms of section 1.6 of this Agreement.

SECTION 6 PRIVACY POLICY

6.1. This privacy policy applies to all the web pages related to our website, including redirects to our logged in site. Both the public site and the logged in site are referred to hereafter as "this site" or "the site" or "site".

6.2. The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyse trends, and administer the Site.

6.3. There will be times, such as when you submit a questionnaire, request a service, purchase a product, etc., when we will need to obtain personally identifiable information from you or about you.

6.4. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone other than in terms of the preceding basis. Any breach of this clause will be handled in terms of privacy laws as applicable in South Africa.

6.5. By accepting these Terms & Conditions you consent to receive informational material from us. This would include promotions, price changes and information related to our services. We believe that knowing more about you can enable us to serve you better.

SECTION 7 SERVICE POLICY

7.1. When you click to make a purchase with us, legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions which include our service levels, refund levels, and cancellations policy amongst others.

7.2. Certain products that are downloadable are not eligible for refunds as the benefit will have been provided by GeniXys or ABMI. In addition, any subscription services are provided for the stipulated term are non-refundable as the relevant service once provided cannot be reclaimed by the Licensor.

7.3. You must not make any purchase through this site unless you understand and agree to all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase as detailed on our website at www.geniXys.io.

7.4. If you have any queries, please contact us before making any purchase for any service through this website. Our email contact is tech@geniXys.io.

SECTION 8 SERVICE LEVELS

8.1. Our online services are provided as a best-effort service and uptime cannot be guaranteed due to technical failure, modification or maintenance that is not due to the fault of GeniXys.

8.2. During any technical failure, modification or maintenance of the service provided, GeniXys will use its best endeavours to resume the service as soon as possible. This excludes internet connectivity and infrastructure that is not within the control of GeniXys. Such disruptions and service delays will be communicated with affected customers and relevant recovery times advised. In all instances, GeniXys will strive to minimise the impact on customers by implementing emergency procedures available to it. In the event that GeniXys fails to remedy the disruptions and service delays then this will be deemed as a breach to be dealt with under 10.

SECTION 9 REFUND LEVELS

9.1. Refunds will not be granted for services purchased in error or for services purchased and have been used, accessed, availed online, or downloaded.

9.2. Should it be proven that a service is not working as per the Product Description as well as the Terms and Conditions and such has not been remedied within 30 business-days, a full refund may be granted. Please note that the disagreement on the scope or outcome of an assessment will not constitute a product that is "not working".

9.3. Refunds for amounts deposited into a GeniXys banking account erroneously will have a 5% fee levied to cover our bank and transaction charges and will only be considered for processing 7 days after the original payment date.

9.4. Refunds for debit order and credit card payments are processed after the second week of the month.

SECTION 10 BREACH OF AGREEMENT

10.1. If a Party ("Defaulting Party") commits any breach of this Agreement and fails to remedy such breach within 10 (ten) business days ("Notice Period") of written notice requiring the breach to be remedied, then the Party giving the notice ("Aggrieved Party") will be entitled, at its option:

a. To claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Defaulting Party to provide security to the satisfaction of the Aggrieved Party for the Defaulting Party's obligations;

b. To cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice. Neither Party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if:

- i. It is capable of being remedied, but is not so remedied within the Notice Period; or
- ii. It is incapable of being remedied or is not remedied within the Notice Period, and payment in money will compensate for such breach but such payment is not made within the Notice Period.

10.2. In the event that either Party commits an act of insolvency or is placed under a provisional or final winding-up or business rescue or if either Party makes an assignment for the benefit of creditors, or fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice, then the other Party will be entitled to terminate the Agreement on written notice.

10.3. The Parties agree that any costs awarded will be recoverable on an attorney client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

10.4. The Aggrieved Party's remedies in terms of this clause 10 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

SECTION 11 CANCELLATIONS POLICY

11.1. The cancellation of a product or service is the client's responsibility.

11.2. Cancellations to prevent automatic renewals, must be actioned by emailing us on fin@geniXys.io or, if available, from the client account at least 30 days before the renewal anniversary.

11.3. Should you require your login details for the client control panel or my Dashboard, please use the forgot password function on our website.

11.4. Email, fax and telephonic cancellations will not be accepted, all cancellations must be processed via the client control panel. Failure to cancel your services will result in your service or product being activated for the new subscription period and you will therefore be liable for payment.

11.5. GeniXys will not be held responsible for incorrect cancellations processed via the Client Account or be liable for any losses incurred. Should you have duly cancelled your automatic renewal using email and for any reason this is found to not have been received by GeniXys through no fault of its own, such cancellation will not be accepted and you may accordingly follow the refund process as a remedy.

11.6. Should your cancellation request through email not be received by GeniXys due to their own fault, infrastructural defects, or negligence including that of its service provision stakeholders, such request for cancellation shall be treated as though it had been received at the time of its dispatch.

SECTION 13 PAYMENT OPTIONS/TERMS & CREDIT CARD AUTHORITY

13.1. All transactions within South Africa will be processed in South African Rands (ZAR). Transactions outside South Africa will be processed in United States Dollars (USD).

13.2. We do not extend credit and payment is required up-front. Such payment shall be payable by the Licensee 7 (seven) days from receipt of a valid and undisputed invoice from GeniXys.

13.3. Services will not be activated without payment. Should services for any reason be activated beforehand, such as in the case where a purchase order or other confirmatory document has been issued, any non-payment within 7-days may result in suspension of services without further notice.

13.4. The quotation is subject to additional terms and conditions which Parties can amicably amend on a case-by-case basis.

SECTION 14 OUR BANKING DETAILS

Please note: When making a payment use the bank details supplied on our invoices to you. Should these not be provided, our banking details are:

Bank Account Name: GeniXys (Pty) Limited

Bank Name: Sasfin Bank

Branch Code: 683 000

Account Type: Cheque Account

Account Number: 3 0000 343 005

Swift Code: SAS FZA JJ

Payment by manual EFT/ funds transfer

SECTION 15 CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 ("POPIA")

15.1. The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution of the Republic of South Africa. By checking the relevant checkbox during registration, you consent to your personal information being processed by GeniXys as well as ABMI Research Institute and this consent is effective immediately and will remain effective until such consent is withdrawn through de-registration. However, in as much as any products or subscriptions remain on our platform, this consent remains effective.

15.2. I, the GeniXys user/ registrant “herein referred to as the data subject” or hereafter “I”, hereby give my consent to GeniXys “herein referred to as the Responsible Party” collecting, processing, and distributing my personal information where GeniXys is legally required to do so.

15.3. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

15.4. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties, relevant to GeniXys service provision process, accessing my personal information and to GeniXys sharing my personal information strictly for reporting, statistical, and automation purposes.

15.5. I understand that, should I refuse to provide GeniXys with the required consent and/ or information, GeniXys will be unable to assist me further.

15.6. I declare that all my personal information supplied to GeniXys is accurate, up to date, not misleading and is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise GeniXys of any changes to my Personal Information should any of these details change.

15.7. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorised to retain it.