

## Privacy Policy

We at GeniXys LLC, hereafter referred to as GeniXys have designed our business practices to safeguard your privacy. This privacy policy applies to all the web pages related to this website, including redirects to our logged in site. Both this site and the logged in site are referred to hereafter as “this site”, “the site” or “site”.

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.

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. Such personally identifiable information may include your name, preferred address, e-mail address, telephone number etc. The information we receive about you or from you may be used by us or shared by us with our corporate affiliates, agents, vendors and others to help process or complete a transaction; to comply with any law, regulation, audit or court order; to help improve our website or the products or services we offer; for research; to better understand our clients' needs; to develop new offerings; and to alert you to new products and services in which you may be interested. 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. 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.

You should be aware that we collect usage information about you when you visit us, which helps us understand how our site is navigated, how many visitors arrive at specific pages, the length and frequency of a stay at our website, etc. In addition, Genixys web pages may place “cookies” on your personal computer. “Cookies” are small identifiers, similar to a license plate, that help us to recognize you if you visit our website again. Cookies are used to help us personalize your viewing experiences. Cookies are not designed to be used to get data from your hard drive, your e-mail or any other personal data about you. You can reject cookies by changing your browser settings. Please note, however, that if you

reject our cookies, it is possible that some web pages may not properly load, your access to certain information might be denied or you might have to enter information about you or your application, inquiry or purchase more than once.

We safeguard your information using known encryption, security standards and procedures. We also assess new technology for protecting client information on an ongoing basis. Please be aware that we may change our Privacy Policy from time to time. If we do, we will update this Privacy Policy at our website, so be sure to check back here frequently.

If you have any questions about our Privacy Policy, please feel free to e-mail your questions to us at [support@geniXys.io](mailto:support@geniXys.io)

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site and related pages. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

#### Service Policy

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. Certain products that are downloadable are not eligible for refunds as the benefit will have been provided by 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 ABMI. 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. If you have any queries, please contact us before making any purchase for any service through this website. Our email contact is [finance@geniXys.io](mailto:finance@geniXys.io)

#### Service Levels

Our online services are provided as a best-effort service and uptime cannot be guaranteed. During any technical failure, modification or maintenance of the service provided, Genixys will use its reasonable endeavours to resume the service as soon as possible. This excludes internet connectivity and infrastructure that is not within the control of Genixys.

#### Refunds Policy

Refunds will not be granted for services purchased in error of for services purchased and have been used, accessed, availed online or downloaded. Should it be proven that a service is not working as per the Product Description as well as the Terms and Conditions a refund may be granted. Refunds for amounts deposited into an Genixys banking account erroneously will also have a 15% fee levied to cover our bank and transaction charges and will only be considered for processing 7 days after the original payment date. Refunds for debit order and credit card payments are processed after the second week of the month.

#### Cancellations Policy

The cancellation of a product or service is the client's responsibility. Cancellations to prevent automatic renewals, must be actioned by emailing us on [finance@geniXys.io](mailto:finance@geniXys.io) or, if available, from the client account at least 30 days before the renewal anniversary. Should you require your login details for the client control panel or myWorkspace, please use the forgot password function on our website. 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. GeniXys will not be held responsible for incorrect cancellations processed via the Client Account, or be liable for any losses incurred.

#### Security Policy

Credit Card and Cheque Card or any kind of payment Method transactions are processed via our payment service provider who does not and cannot verify, authorise or settle any transaction. Transaction security, encryption and relevant storage of payment records is managed by the payment gateway service provider.

#### Payment Options/Terms

All transactions within South Africa will be processed in South African Rands (ZAR) and those outside South Africa will be processed in United States Dollars (USD). We do not extend credit and payment is required up-front. 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. Services will not be activated without payment. The quotation is subject to additional terms and conditions which Parties can amicably amend on a case-by-case basis.

## Credit Card Authority

By supplying your "credit card/debit card/cheque card" hereafter referred to as "account/card" details and agreeing to the Terms & Conditions the following will be seen as accepted and agreed to:

I/we hereby request and authorise you to draw against my/our card (or any other bank or branch to which I/we may transfer my/our account/card) the due amount or any variable amount pertaining to this agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly invoice and/or any overdue amounts, due to you in respect of my/our purchases/contract/agreement.

All such withdrawals from my/our account/card by you shall be treated as though they had been signed by me/us personally. I/we, "instruct" and authorise your payment gateway service provider, or by computer through a system provided by the South African Banks to draw against my/our account/card.

I/we understand that if account/card details have been supplied the withdrawals authorised here will be processed as such. I/we also understand that details of each withdrawal will be printed on my/our statement. I/we agree to pay any banking charges relating to this debit instruction. This authority may be cancelled by me at any time by updating/changing the payment method from within the Client Account.

## 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

We do not extend credit and payment is required up front, services will not be activated without payment. All manual (cash deposit/EFT) payments must reach us before 5pm SAST and within 7 days from date of invoice. Failure to do so will result in all services being suspended until payment is received whereupon you may reinstate your account by emailing us on [finance@geniXys.io](mailto:finance@geniXys.io). Always use

your invoice number as your reference when making payment to avoid delays in your payment being allocated.

Consent to process personal information in terms of the Protection of Personal Information Act, no. 4 of 2013 (“POPIA”)

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 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.

1. I, the GeniXys user/ registrant “herein referred to as the data subject”, 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.

2. 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.

3. 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.

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

5. 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.

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.