

Terms of Service

Updated: July 2025

1. Introduction

These are the general terms of our relationship with you (“Customer”) which govern the use of our services.

- 1.1 If you are located in the United Kingdom, your agreement is entered into with DotModus Limited, a company duly registered in the United Kingdom with registration number 11348822.
- 1.2 All agreements with clients located in South Africa are entered into with CloudSmiths Proprietary Limited, a company duly registered in the Republic of South Africa with registration number 2017/478208/07.
- 1.3 If you are located in the UAE, your agreement is entered into with CloudSmiths FZ LLC - DDA duly registered in Dubai, with registration Number: 103090.

No one likes service providers who throw legal jargon in their customers’ faces to try and wash their hands of all wrongdoing – that’s not fair. We try our best to tell you where our responsibility ends and yours begins in a clear, concise and understandable way. For this reason, we’ve written these terms in plain language. Please contact us if anything doesn’t make sense or you want us to explain it better.

These Terms of Service refer to and incorporate any guidelines or policies we may provide in writing and any ordering document containing the

commercial terms of each specific transaction as signed by both parties (“Order Form”). These documents, collectively, constitute the “Agreement.” commercial terms of each specific transaction and incorporates these

2. Agreement

2.1 *Definitions.* In the agreement:

business day means any day other than a Saturday, Sunday, or holiday (including a public or bank holiday) in the jurisdiction where we are organised;

business hours means our normal business hours on business days;

day means a day counted from midnight to midnight, including all days of the month, Saturdays, Sundays, and public holidays;

sign means the handwritten signature or an electronic signature that the parties agree to use, of each of the parties’ duly authorised representatives;

we, us or our means the service provider;

writing means the reproduction of information or data in physical form or any mode of reproducing information or data in electronic form that the parties agree to use, but excludes information or data in the form of email; and

you or your means the customer.

2.2 *Interpretation.* The following rules apply to the interpretation of the agreement:

- reference headings – clause and subclause headings are for reference only and do not affect interpretation;
- non-exhaustive lists – whenever a clause lists specific examples or items following a listing word, such as ‘including’, ‘includes’, ‘excluding’, or ‘excludes’, they will not limit its scope;
- undefined words or phrases – all words or phrases that the agreement does not define have their ordinary English meanings;

- references to enactments – references to any enactment include it as re-enacted, amended, or extended;
 - references to people – references to a person includes a natural and juristic person;
 - references to parties – references to a party includes their successors or permitted assigns;
 - number of days – when any number of days is prescribed, the first day will be excluded and the last day included;
 - no interpretation against the draftsman – the rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply; and
 - time calculations – the parties will use GMT +2 to calculate any times.
3. *Departure.* These terms apply to all our customers and are not generally open to negotiation for reasons of consistency. Should the parties negotiate any departure from these terms, they will record that departure in the relevant order or other specific terms.
4. *Conflict.* If there is a conflict of meaning between these terms and any word or phrase in an order or other specific terms, the meaning in the order or specific terms will prevail in respect of the relevant services.

5. Duration

5.1 *Commencement.* These terms start whenever you accept them by:

- doing so explicitly – such as by checking a checkbox saying that you do or agreeing to an order that incorporates them by reference;
- using the services in any way – such as by accessing them; or
- exercising any rights granted to you under the agreement; and

continue until the last order form expires or is terminated.

- 5.2 *Automatic renewal.* If an order involves a subscription, the agreement will continue automatically from the end of the initial term or subsequent automatic renewal period for an automatic renewal period equivalent to the initial term.
- 5.3 *Renewal termination.* Either party may terminate the agreement before the end of the initial term or subsequent automatic renewal period by giving the other party at least 90 calendar days prior written notice.

6. Orders

- 6.1 *Request for goods or services.* If you at any time require additional services related to the services, you may submit a request for proposal (RFP) to us detailing the nature of and scope of the services required together with any other requirements or information that is relevant to the provision of additional services and stipulating a reasonable timeframe within which we may submit a proposal to you.
- 6.2 *Submission of proposal.* We may submit a proposal to you. It may be in the form of an order.
- 6.3 *Acceptance of proposal.* If the proposal is acceptable to you, the parties will execute an order.
- 6.4 *Placing orders.* You may place orders for our services by (i) signing an order form; or (ii) activating the services through our website or application.
- 6.5 *These orders are offers to us to buy our services.*
- 6.6 *Capacity and authority.* You promise that you have the legal capacity and authority to enter into the agreement.
- 6.7 *Invitation to do business.* Marketing is merely an invitation to do business and we only conclude the agreement when we actually provide the services to you. This happens when we accept your offer.
- 6.8 *Cancellations.* We may cancel any order that we have accepted where we have not begun work. If we do so, we will refund any money you have paid in relation to that particular order.

6.9 *Separate agreements.* Each order is a separate agreement, but you are deemed to have breached all of them if you breach one of them.

7. Services

7.1 *Right.* We grant you a right to use the services subject to the following limitations:

- duration of agreement – you may only use the services for the duration of the agreement;
- limited to terms – you may only use the services according to these terms;
- non-exclusive – we may allow anyone else to use the services;
- non-transferable – you may not transfer, cede, delegate or assign the right or obligations of this agreement to a third party without our prior written consent;
- specified purposes – you may only use the services for the specified purposes that we've communicated to you in writing from time to time; and
- other limitations – any other limitations agreed between the parties in writing.

7.2 *Breach.* We may suspend or cancel your right at our discretion if you breach the agreement.

8. Online services

8.1 *Basis.* We provide the online services (excluding Objective Foundation and Objective Flow products) to you on the following basis:

- you give us permission to monitor how you use them for security and stability purposes; and
- you agree that our records are undisputed evidence of the services provided to you.

8.2 *Access conditions.* We will only provide online service access to you or your authorised users (where you are a juristic person) on the conditions that you or each one of the authorised users will:

- a) accurately provide us with any information requested during registration or account creation;
- b) create or have assigned the necessary credentials (such as a username and password) for authorised users during registration or account creation;
- c) safeguard their credentials to prevent unauthorised access, including protecting against fraudulent access, identity theft, or data breaches, and not disclose credentials to any third party;
- d) immediately notify us in writing of any suspected or actual fraudulent access, identity theft, or data breach involving their credentials or accounts;
- e) not interfere with or introduce any malicious software into the online services, or otherwise misuse them;
- f) be responsible for any activity that occurs under their account, including any activity resulting from fraudulent access, identity theft, or data breaches caused by their failure to safeguard credentials;
- g) have the necessary infrastructure, equipment, and software to access the online services;
- h) abide by this Agreement and any policies we communicate to authorised users in writing; and
- i) comply with any other conditions agreed between the parties in writing. We reserve the right to suspend or terminate access to the software for any authorised user or account in the event of suspected fraudulent access, identity theft, or data breach, pending investigation and resolution.

8.3 *Availability.* We will do our best to make the online services available at all times, however we cannot guarantee that they will always be available. We may make them temporarily unavailable for scheduled and emergency maintenance, We endeavour to notify you ahead of scheduled maintenance.

9. Bespoke services

9.1 *Service levels.* We will provide the services at the service levels agreed between the parties in writing from time to

time. Service levels means the levels according to which we will provide each service as agreed by the parties in writing and signed.

- 9.2 *Changes to services.* During the currency of an order, events may occur which require a change to the nature and scope of services. The parties will not implement a change unless they comply with this clause.
- 9.3 *Change request.* A party may propose a change to the nature and scope of services by sending a scope change document to the other party detailing the desired changes.
- 9.4 *Scope change document.* If a scope change document is made by:
- you, you will specify the reasons for that change and describe the change in sufficient detail to enable us to formulate a response. We will investigate the likely impact of any proposed changes on the provision of services and will provide you with a scope change proposal, including amended pricing and timeframes; or
 - us, we will detail in a scope change proposal the reasons for and impact of the change, the services required to implement the change and the effect that the changes, if implemented, will have on the relevant order.
- 9.5 *Sign-off.* The parties will discuss and agree the proposed changes and make the necessary amendments to our scope change proposal. You will then consider the scope change proposal and may approve or reject it in writing within three business days. If you:
- accept a scope change proposal, a duly authorised representatives of the parties will sign off the scope change proposal and it will be incorporated into the relevant order; or
 - reject a scope change proposal, we will continue to provide the services on the existing terms.
- 9.6 *No change effective until sign-off.* No party may proceed with any change to an order until the change and all matters relating to the change have been agreed in writing under the Change Proposal Agreement and signed by all

parties. Pending sign-off, the parties will continue to perform their obligations without taking account of the proposed changes. No party may unreasonably delay or withhold their agreement to a proposed change.

9.7 *Exception.* Amendments to the content of the agreement that do not directly impact the nature and scope of the services will not be subject to this change control procedure, but the parties will execute them in writing.

10. Customer-Caused Delays. A Customer-Caused Delay occurs when the Customer fails to fulfill its obligations under this Agreement or any applicable SOW, Purchase Order, or Order Form within the specified timeframes, including but not limited to:

- Providing required information, data, or materials within 5 (five) business days of a written request from CloudSmiths;
- Granting necessary approvals or feedback within 3 (three) business days of submission of deliverables or requests;
- providing access to systems, premises, or resources within 2 (two) business days of a scheduled or agreed-upon date; or
- Meeting any other time-bound obligations specified in the relevant SOW, Purchase Order, or Order Form.

10.1 We shall notify the Customer in writing within 2 (two) business days of identifying a Customer-Caused Delay, specifying:

- The nature of the delay;
- The impacted Services or Deliverables;
- The estimated duration of the delay; and
- Any proposed remedial actions.

i) The Customer shall respond to such notification within 2 (two) business days, proposing corrective measures or confirming agreement to CloudSmiths' proposed actions. Failure to respond within this timeframe shall be deemed acceptance of CloudSmiths' proposed remedial actions.

10.2 In the event of a Customer-Caused Delay:

- CloudSmiths may adjust project timelines, milestones, or delivery schedules by a period equal to the duration of the delay plus an additional 5 (five) business days to account for resource reallocation and schedule recalibration, provided such adjustments are communicated to the Customer in writing within 3 (three) business days of the delay notification.
- The Customer shall reimburse CloudSmiths for any reasonable and documented additional costs incurred due to the delay, including but not limited to personnel idle time, rescheduling fees, or third-party costs, invoiced within 10 (ten) business days of the delay resolution.
 - (a) If the Customer demonstrates, within 5 (five) business days of receiving a delay notification, that it has commenced and is diligently pursuing corrective actions but cannot reasonably resolve the delay within the specified timeframe, CloudSmiths may, at its discretion, grant an extension of up to 10 (ten) business days for the Customer to remedy the delay, provided written agreement is reached.
 - (b) If a Customer-Caused Delay persists beyond 10 (ten) business days after notification and no extension is agreed upon, CloudSmiths may suspend the affected Services until the delay is resolved, provided written notice of suspension is given to the Customer at least 2 (two) business days in advance. CloudSmiths shall not be liable for any impacts on project timelines or deliverables resulting from such suspension.
 - (c) If a Customer-Caused Delay exceeds 30 (thirty) business days and materially impacts CloudSmiths' ability to perform its obligations, CloudSmiths may terminate the affected SOW, Purchase Order, or Order Form by providing 5 (five) business days' written notice to the Customer. Upon termination:
 - (i) The Customer shall pay all fees for Services rendered up to the termination date;
 - (ii) CloudSmiths shall provide reasonable transition assistance, if requested, on a time and materials basis as per the Rate Card, for a period not

exceeding 30 business days from the termination date.

10.3 The Customer shall indemnify and hold harmless CloudSmiths from any claims, losses, or damages arising from Customer-Caused Delays, including but not limited to third-party claims or additional costs incurred by CloudSmiths, provided such claims are notified to the Customer within 5 (five) business days of CloudSmiths becoming aware of them.

10.4 This Clause 10 shall survive the termination or expiry.

11. Personnel

10.1 *Requests and directions. We (and our personnel) will comply with all your reasonable requests and directions.*

10.2 *Time sheets. On request, our personnel will complete daily time sheets, which accurately record work durations and activities.*

10.3 *Access. With effect from the signature date, you will allow us and our personnel access to your premises at all reasonable times strictly for the purposes of fulfilling our obligations under orders.*

10.4 *Compliance with your policies. We are amenable to comply, and ensure that our personnel comply with your policies. Your policies are to be incorporated into the agreement by this reference or you grant us access to them prior to compliance.*

10.5 *Allocation of resources. We may allocate and re-allocate all our personnel who carry out our obligations under the agreement. We will notify you in advance if we do. We will ensure that the provision or continuity of our obligations to you is not prejudiced in any way.*

12. Your data

11.1 *Definition.* Your data is any data belonging to you or your customer that:

- you or your customer (or any third party on your behalf) provide to us; or
- we generate, process, or supply to you or your customer in providing the services;

- which may or may not include personal data, but excludes any Derived Data that we create for our own purposes or which is proprietary or confidential to us or our third party contractors. Derived Data means any data, information, or material that is: (a) created by or on behalf of us through processing, combining, organizing, analysing, or deriving insights from your data; (b) generated through the use of the Services; (c) created by our AI models or algorithms using your data; or (d) resulting from aggregation, statistical analysis, or machine learning processes applied to Customer Data; but excluding: (i) your original input data; (ii) Personal Data as defined under applicable privacy laws; and (iii) your Confidential Information.
- 11.2 **You own it.** You own all your data, but give us a right to use it to provide the services when you provide us with access to it.
- 11.3 **We do not own it.** We do not own any of your data. However, we do own our derived data. Your data does not include any derived data that we create for our own internal purposes. *Responsibility.* We take the protection of your data very seriously and will always do our best to protect it. We will:
- comply with all relevant laws that affect your data, including data protection, retention, and destruction laws;
 - comply with any of your policies or procedures relating to your data that you communicate to us timeously in writing;
 - have due regard to leading industry information security management codes of practice, where appropriate;
 - have an individual to oversee compliance with relevant data protection laws;
 - not sell, dispose of, or encumber any of your data or try to do any of those things;
 - be able to identify any of your data separately from any other data under our control; and
 - not disclose any personal information from your data, other than in terms of the agreement.
- 11.4 **Subcontracting.** Subcontracting involves engaging a subcontractor outside our organisation to do work as part of
- 11.5

providing the services. We may subcontract work involving your data, provided that we:

- a) inform you in writing of any pre-existing subcontractors engaged prior to the conclusion of this Agreement;
- b) notify you in writing, of any new subcontractors engaged after the conclusion of this Agreement, of: (i) the identity of the subcontractor; (ii) the purpose of sharing your data with the subcontractor; and (iii) the due diligence we have conducted to ensure the subcontractor's compliance with applicable laws and good corporate governance standards;
- c) ensure that any subcontracting is governed by a written agreement with the subcontractor that imposes the same data protection and confidentiality obligations on them as are imposed on us under this Agreement; and
- d) remain fully liable for any processing of your data by our subcontractors under this Agreement.

11.6 *Location.* Your data will remain where we are instructed to place it, unless we have to transfer it to another country to comply with our obligations to you. This would include a request to transfer it to our group of companies, associated companies, service providers, or agents who may be located in other countries for the purpose of providing the services.

13. Confidential information

12.1 *Definition.* Confidential information is any information that the parties share with one another in terms of this agreement with the intention that the other party should keep it secret, such as personal data, business records, or customer details.

12.2 *Responsibilities.* Each party will keep any confidential information it receives from the other party under the agreement confidential and the receiving party will:

- protect the other party's interests;
- only use it to comply with their responsibilities under the agreement;
- only give it to their employees or agents that need it (and only as much as they need);

- use reasonable security procedures to make sure their employees or agents keep it confidential;
- get promises of confidentiality from those employees or agents who need access to the information;
- not reveal the information to anyone else; and
- not use it for any purpose other than under this agreement.

12.3 *End of agreement.* The parties will give back to the other all confidential information of the other that they have at the end of the agreement, unless:

- the other party agrees that they may destroy or retain it instead;
- a Party is required by law to retain confidential information, which may only be retained for the period required by law;
- it is lawfully in the public domain;
- a third party who is permitted to reveal the confidential information provides it to the retaining party; ; or
- a third party provides the confidential information to the retaining party in order to comply with a court order or other legal duty.

12.4 *Indemnity.* Each party indemnifies the other against any loss or damage that the other may suffer because of a breach of this clause by a party or its employees or agents.

- The aggregate liability of each party for any breach of confidentiality shall be limited to the total licence fees paid or payable by the Licensee under this Agreement in the 12 months preceding the breach.
- For breaches involving willful misconduct or gross negligence, the aggregate liability of each party shall be limited to 200% of the total license fees paid or payable by the Licensee under this Agreement in the 12 months preceding the breach.
- Neither party shall be liable to the other for any indirect, consequential, or special damages, including loss of profits, business, revenue, goodwill, or anticipated savings, arising from a breach of this clause, whether arising from delict, breach of contract, or otherwise.
- The limitations and exclusions under this confidentiality clause shall not apply to the extent such limitation or exclusion is prohibited by applicable law.

- The Licensee acknowledges that it is responsible for implementing appropriate measures to mitigate losses arising from a breach of this clause, including promptly notifying Cloudsmiths of any suspected or actual breach of confidentiality.
- 12.5 *Survival*. This confidentiality clause is separate from the rest of this agreement and shall survive termination for five years after the end of this agreement.

14. Intellectual property

- 13.1 *Ownership*. We or our third party licensors own all proprietary rights in any intellectual property that is part of our services and we or they may prosecute you for any violations of those rights.
- 13.2 *Our technology*. Our technology is anything that we have or acquire rights in and may use to perform our obligations under the agreement. If the Licensee uses ObjectiveFlow or ObjectiveFoundation products the intellectual property rights for such products shall be governed by the terms of the Order Form or as otherwise specified by Cloudsmiths in writing.
- 13.3 *Retention of rights*. We own all intellectual property rights in our technology and you may not use those rights without our permission. You do not acquire any rights in our technology if we use it to provide services to you.
- 13.4 *Our trademarks*. Our trademarks are our property and you may not use them without our permission.
- 13.5 *Restrictions*. You may not change, hire out, reverse engineer, or copy the services without our permission.
- 13.6 *Your intellectual property*. You grant us a non-exclusive and royalty-free licence to use any of your trademarks and copyright works which you deliver to us for the purposes of providing the services. We may not use them for any other purpose without your prior written permission. The licence expires automatically when the agreement ends. You retain all rights in your trademarks and copyright works despite this licence.
- 13.7 *You indemnify and hold harmless* Cloudsmiths, its affiliates, and their respective officers, directors, employees, and agents against any claims, damages, losses, fees, costs (including, without limitation, legal costs on an attorney and client basis), and

expenses arising from third-party claims alleging that intellectual property you provide to us for use in connection with the software or services infringes or misappropriates any third-party intellectual property rights. You agree to notify Cloudsmiths in writing of any such claim as soon as reasonably practicable and to cooperate with Cloudsmiths in the defense of such claims. Cloudsmiths reserves the right to conduct all negotiations and proceedings related to such claims, with your assistance as reasonably required.

15. Non-solicitation

You will not contract with any of our personnel or third-party licensors, other than through us, who were involved in providing services under an order for the duration of that order or for 12 calendar months after its termination.

16. Fees and payment

15.1 Payment. Subject to the Order Form, You will pay us the fees on the due date in the manner agreed between the parties in writing. You may not withhold payment of any amount due to us for any reason.

15.2 Late payments. Additional charges agreed between the parties in writing apply to any payment we receive after the due date and you must pay them to us on demand. We may stop providing any services until you have paid all amounts due.

15.3 Interest. Overdue amounts on any outstanding invoice will bear interest for our benefit from its due date until you pay it at whichever rate is higher between: • 2% above the prime (or prime lending) rate; or • 15%.

15.4 Interest will be payable on a claim for damages from the date that the

15.5 damages were suffered by us.

15.6 Appropriation. We may use any money you pay us to settle your indebtedness under the agreement, despite any particular reason you may have paid it to us.

15.7 Tax. All fees exclude any tax (unless indicated otherwise). You will be liable to pay applicable taxes in addition to the fees.

17. Our warranties

16.1 *Service warranties.* We warrant that we will:

- employ enough trained personnel with the knowledge and expertise to provide the services;
- use reasonable efforts consistent with prevailing industry standards to maintain the services; and
- provide the services in accordance with all applicable laws.

16.2 *General warranties.* We warrant further that we:

- have the legal right and authority to perform our obligations under the agreement; and
- will not intentionally introduce any malicious software into your systems.

18. Disclaimer of warranties

17.1 *Disclaimer.* You use the services at your own risk and we disclaim all other warranties to the extent allowed by applicable law. We are not liable for any damages or losses arising from: (a) the suitability of the software for your specific purposes or requirements, including its fitness for any particular use case; (b) any defect, error, or failure in the software caused by you or a third party; or (c) your failure to verify the accuracy or appropriateness of outputs generated by the software. The Licensee acknowledges that it is responsible for assessing the suitability of the software for its intended purposes and ensuring that its use aligns with its operational needs.

17.2 *Exclusion of liability.* Despite our warranties, we are not liable for any defects that your negligence, failure to follow our instructions, or misuse causes.

19. Your warranties

18.1 *Agreement warranties.* You warrant that:

- no one has induced you to enter into the agreement by any prior representations, warranties or guarantees; and

- you are not breaching any other agreement by entering into the agreement.

18.2 *Indemnity.* You indemnify us against any claim for damages by any third party resulting from a breach of your warranties, including all legal costs. Legal costs means the costs that a lawyer may recover from their client for their disbursements and professional services if permissible under applicable law.

20. Limitation of liability

19.1 Direct damages limited. We are only liable to you for any direct damages that the services may cause up to the total amount of fees that you have already paid us for them.

19.2 Indirect damages excluded. We are not liable for any other damages or losses that the services may cause you.

19.3 Your default. We are not liable for any damage or loss that your breach, misrepresentation, or mistake causes.

19.4 Survival. This clause about limitation of liability is separate from the rest of this agreement and remains valid after the end of this agreement to the extent allowed by applicable law.

21. Breach and termination

20.1 *Breach.* If either party

- does not fix a breach within seven days of receiving written notice from the other party;
- breaches the agreement materially twice or more in six months;
- is bankrupt or has some legal disability;
- takes steps to close or is closed down (such as becoming insolvent or entering sequestration);
- makes any settlement or arrangement with their creditors; or
- fails to pay a court order against themselves for a significant amount within 21 days;

then the other party may:

- make the party comply with the agreement; or
- immediately cancel the agreement in writing and claim damages from the other party, including fees already due.

20.2 *Suspension*. We may immediately suspend your right to use the services if:

- you try to gain unauthorised access to them;
- we decide that your use poses a security threat to us or another user other than you;
- there is evidence of fraud on your account; or
- we believe you are using them for an illegal purpose or in way that infringes a third party's rights.

22. Termination

21.1 *Termination for good cause*. We may need to terminate the agreement immediately if we:

- discontinue or stop providing the services;
- believe providing the services could burden or pose a risk to us;
- have to terminate to comply with applicable law; or
- determine that providing the services has become impractical.

If we need to terminate, we will give you as much notice as reasonably possible in writing.

21.2 *Termination for convenience*. We may terminate the agreement or a specific order on at least 60 days written notice to you.

21.3 *Duties on termination*. We will stop providing the services, you will no longer be able to access them, and we may erase your data on termination, cancellation, or expiry of the agreement.

23. Effect of termination

22.1 *Acceleration*. All amounts due to us for the services become due and payable on termination, cancellation or expiry of the agreement.

22.2 *Assistance*. We may provide you with post termination assistance (such as data retrieval) subject to additional fees and conditions, but are not obliged to.

22.3 *No expectation*. The agreement does not create any expectation of continued service, agreement renewal, or any further agreement between the parties.

24. General

dotmodus

DotModus limited
Registration Number: 11348822

VAT Number: 295562464

Executive Directors: Alon Fowler, Thomas Fowler, Matthew Elliot

- 23.1 **Resolving disputes.** Either party may inform the other in writing if there is a dispute. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally go to arbitration if mediation fails. If they go to arbitration, AFSA rules for arbitration proceedings shall be adhered to.
- 23.2 **Notices and domicile.** The parties will send all notices to each others' email addresses and choose their respective street addresses as their service addresses for all legal documents. Our email and street addresses are available on our website, while you provide your email and street addresses to us when concluding the agreement. The parties may change either address on 14 calendar days written notice to the other.
- 23.3 **Beyond human control.** Neither party is responsible for breach of the agreement caused by circumstances beyond human control, but the other party may cancel the agreement on written notice to the other if the circumstances persist for more than 60 calendar days.
- 23.4 **Assignment.** You may not assign the agreement to anyone. We may assign it to any successor or purchaser of our business or some of our assets.
- 23.5 **Relationship.** The agreement does not create an employment relationship between the parties.
- 23.6 **Entire agreement.** The agreement is the entire agreement between the parties on the subject.
- 23.7 **Changes.** We will notify you of any changes to the agreement by email. Those changes will only apply to future orders for our services. If you do not agree with the changes, you must stop using the services. If you continue to use the services following notification of a change, the changed terms will apply to you and you will be deemed to have accepted them.
- 23.8 **Waiver.** Any favour we may allow you will not affect any of our rights against you.

23.9 Severability. Any term that is invalid, unenforceable, or illegal may be removed from the agreement without affecting the rest of it.

25. Jurisdiction and Governing Law

24.1 **Governing law.** South African law governs this agreement.

24.2 **Mediation.** If negotiation fails, the parties must refer the dispute to mediation under AFSA's rules. AFSA means the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

24.3 **Arbitration.** If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in Johannesburg. The parties will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.

24.4 **Jurisdiction.** You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that we may bring against you in connection with this agreement, even if the action

24.5 or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.

26. Customers within the United Kingdom:

25.1 **Governing law.** The law of England and Wales governs this Agreement.

25.2 **Mediation.** If negotiation fails, the parties must refer the dispute to mediation under LCIA's rules. LCIA means the London Court of International Arbitration (or its successor or body nominated in writing by it in its stead).

25.3 **Arbitration.** If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under LCIA's latest rules for

expedited arbitrations. The arbitration will be held in English in London. The parties will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of LCIA will appoint the arbitrator.

25.4 **Jurisdiction.** You consent to the jurisdiction of the lowest possible court for civil disputes in the United Kingdom in respect of any action or proceedings that we may bring against you in connection with the agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.