

WEBILL SUBSCRIPTION TERMS AND CONDITIONS

Last updated: 14 April 2020



1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms, the following terms and phrases shall have the following meanings, unless the context otherwise requires:
- 1.1.1. “**Account**” shall mean the unique access profile allocated to a Licensee upon registration, and includes (i) the single, unique System Administration Credential, and (ii) all Credentials and Services associated therewith. All Services accessed and used by an Authorised User associated with an Account will be charged to the account holder, being the Licensee.
- 1.1.2. “**Applicable Laws**” shall mean any and all applicable laws, regulations, mandatory legal requirements and/or administrative orders in the jurisdiction(s) where a Service is to be provided, accessed and/or used, as the case may be.
- 1.1.3. “**Authorised User**” shall mean a duly authorised user of Licensee who has been authorised to access the Licensee’s Account through its unique access Credentials.
- 1.1.4. “**Business Day**” shall mean any day excluding Saturdays, Sundays and any gazetted public holiday in the Republic of South Africa.
- 1.1.5. “**Charges**” shall mean all fees and charges payable by the Licensee to WeBill in respect of a Service, as set out in WeBill’s published price list available at the WeBill website where an Account is registered, or otherwise in writing, and revised from time to time in accordance with Clause 8.
- 1.1.6. “**Confidential Information**” shall mean all information (in whatever format): (i) which relates to these Terms and/or a Service Order; (ii) which is designated as confidential by either Party; or (iii) which relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of either Party (including, in the case of the Licensee, Licensee Data) and may reasonably be regarded as being the confidential or proprietary information of the disclosing Party, and shall include, without limitation, all software and associated material and documentation (including the Software), including the information contained therein.
- 1.1.7. “**Cloud Platform**” shall mean the WeBill cloud-based platform hosting the various Services which WeBill makes available to Licensees from time to time, at such address and through such means as reasonably determined by WeBill.
- 1.1.8. “**Credential**” shall mean a unique username and password combination allowing a person to successfully access the Licensee’s Account and use the Services provided on the Cloud Platform or the Mobile Applications, as the case may be, and shall include a System Administration Credential.
- 1.1.9. “**Deliverable**” shall mean any deliverable or work product (or any part thereof) created or delivered by WeBill relating to the Services.
- 1.1.10. “**Documentation**” shall mean, in respect of any Service or Software, the online user guides, help and training material, policies and/or terms and conditions applicable to such Service or Software, accessible in the manner as advised by WeBill from time to time, and as updated and amended from time to time, including without limitation any notices and license information, external usage policies, and security, privacy and architecture documentation.
- 1.1.11. “**Emergency Works**” shall mean works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (i) danger to persons or property; (ii) the interruption of any service provided or generated by a third party; (iii) substantial loss to WeBill or any third party; (iv) a violation of Applicable Laws; and such other works as WeBill deems appropriate in the circumstances, acting reasonably, for the preservation of the Services.
- 1.1.12. “**Excusing Event**” shall mean (i) Licensee’s act or omission, or an act or omission of an Authorised User or third party for which Licensee is responsible, including, without limitation, failure to supply accurate, complete, and timely information when requested; (ii) a Force Majeure Event; (iii) maintenance of the Services in accordance with these Terms; (iv) defects in, or failure, destruction, theft, loss or incorrect configuration of, third-party software or equipment not provided by WeBill, including, without limitation, Licensee Equipment, or the termination or expiry of Licensee’s rights to use same; (v) inability of WeBill to procure the necessary dependent technology or other resources on commercially reasonable terms; (vi) compliance with Applicable Laws or requests of governmental entities that adversely and materially affects WeBill’s ability to provide the Services; (vii) any failure by Licensee to comply with WeBill’s reasonable instructions in relation to the modification of the Licensee Equipment; or (viii) any other event outside of the reasonable control of WeBill.

- 1.1.13. **"Force Majeure Event"** shall mean any cause beyond a Party's reasonable control affecting the performance of its obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, strike, embargo, governmental requirement, civil or military authority, Act of God, changes to laws or regulations, inability to secure materials or services, industrial disputes and acts or omissions of other providers of utility or telecommunications services, including acts and omissions resulting in the unavailability of the services they provide.
- 1.1.14. **"Internet"** shall mean the international interconnected network of networks using the TCP/IP protocol to exchange data communications.
- 1.1.15. **"Licensee"** shall mean the Licensee that has entered into this Agreement by successfully registering on the Cloud Platform and obtained a unique System Administration Credential that has been activated.
- 1.1.16. **"Licensee Data"** shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of the Licensee, its employees or Authorised Users, and other data provided to or obtained by WeBill and its agents in connection with the provision of Services, but excludes any anonymised, aggregated or derived data that is created by WeBill for its own internal purposes or which is proprietary or confidential to WeBill.
- 1.1.17. **"Licensee Equipment"** shall mean hardware, software, systems and all other equipment or facilities provided by the Licensee and used in order to receive the Services.
- 1.1.18. **"Mobile Applications"** shall mean WeBill's proprietary mobile applications available from time to time, access to which is granted to Authorised Users who register on the Cloud Platform or directly by downloading the Mobile Application from authorized application store providers.
- 1.1.19. **"Party"** shall mean each of WeBill and the Licensee, and **"Parties"** shall be construed accordingly.
- 1.1.20. **"Policies"** shall mean all reasonable policies, procedures and instructions of WeBill and its Third Party Contractors as updated and amended from time to time and made available to Licensee, whether on the [Webill website](#) or otherwise in writing.
- 1.1.21. **"Service"** shall mean the specific service(s) available on the Cloud Platform or any of the Mobile Applications provided by WeBill to an Authorised User whether there is a charge for such service or not.
- 1.1.22. **"Service Utilisation"** shall mean the use, in part or in full, by an Authorised User of one or more of the Service(s) available in the Cloud Platform or the Mobile Applicable.
- 1.1.23. **"Software"** shall mean, to the extent applicable:
- 1.1.23.1. the system through which Licensee and its Authorised Users can access the Services, as amended; and
- 1.1.23.2. such other solutions or software owned and/or licensed by WeBill which it uses for the purpose of providing the Cloud Platform or the Mobile Applications.
- 1.1.24. **"Specific Terms"** shall mean any additional terms imposed on the Licensee in respect of the Services and/or Software, as incorporated or contained in the Documentation, or as otherwise made available to Licensee on the Cloud Platform or the mobile Applications, or otherwise in writing, all as updated and amended from time to time.
- 1.1.25. **"Subscription Terms and Conditions"** shall mean these terms and conditions which regulates access to and/or use of the Software and/or Services, as updated and amended from time to time;
- 1.1.26. **"System Administration Credential"** shall mean the single, immutable and unique Credential assigned to an Account on the successful registration of such Account on the Cloud Platform. All other Credentials to an Account are created by means of permission delegated by the System Administration Credential. While other Credentials can be deactivated or deleted, the deletion of the System Administration Credential will result in the deletion of the Account, and WeBill accepts no liability or responsibility for such deletion or any damage or loss of any nature whatsoever resulting therefrom or relating thereto.
- 1.1.27. **"Terms"** shall mean, as between WeBill and Licensee generally, these Subscription Terms and Conditions, and, as between WeBill and Licensee for a Service, shall include the relevant Specific Terms, all as updated and amended from time to time.
- 1.1.28. **"Third Party Contractors"** shall mean, in respect of any Services, or part thereof, WeBill's contractors, suppliers, vendors, value added resellers or licensors (as the case may be) who are not party to these Terms.
- 1.1.29. **"WeBill"** shall mean WeBill Proprietary Limited, with registration number 2016/538436/07.
- 1.1.30. **"WeBill IP"** shall mean any and all intellectual property that WeBill has created, acquired or otherwise has rights in and may, in connection with the performance of its obligations under this Agreement, employ, provide, modify, create or otherwise acquire rights in and includes, without limitation, all concepts; ideas; methods; methodologies; procedures; processes; know-how; techniques; function, process, system and data models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation

of systems. Some or all of the aforementioned IP is or may be patented in the name of WeBill or any person or other legal entity mandated by the WeBill.

1.2. Unless the context otherwise requires, in these Terms, a reference to:

- 1.2.1. a person includes a reference to a body corporate, association or partnership;
- 1.2.2. a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- 1.2.3. any statute or statutory provision includes references to that statute or provision as amended, modified or re-enacted; and
- 1.2.4. a document is a reference to that document as supplemented or varied from time to time.

2. COMMENCEMENT AND SERVICE UTILISATION

2.1. These Terms shall take effect from the earliest of:

- 2.1.1. the creation of an Account;
- 2.1.2. the creation of a System Administration Credential;
- 2.1.3. the first log on to a Mobile Application;
- 2.1.4. the date of acceptance of these Terms by any Authorised User of Licensee, either as indicated by Licensee or one of its Authorised Users ticking the appropriate box and/or clicking the "I Accept" button online at the website where Licensee registers for, subscribes to and or purchases the Services, subject always to WeBill's acceptance thereof by notification to the Licensee; or
- 2.1.5. the date that Licensee or any of its Authorised Users first accesses and/or uses a Service, as the case may be,

and shall continue in force unless and until terminated in accordance with these Terms. For the avoidance of doubt, these Terms shall apply to all Services, regardless of whether same is provided as a paid for, free or trial Service.

2.2. Subject to compliance with these Terms and payment of the corresponding Charges, if applicable, the Licensee may access and/or use any of the Services available to it on the Cloud Platform and/or Mobile Application from time to time, in part or in whole.

3. SERVICE TERMS

- 3.1. Each Service Utilisation by an Authorised User shall create an individual contractual relationship between the Parties to provide and receive the relevant Service subject to these Terms and, where applicable, any applicable Specific Terms. Such contractual relationship shall be governed by these Terms, together with any specific terms pertaining to such Service from time to time, to which terms the Parties agree. Except where specifically provided to the contrary in the Specific Terms, and then only to the extent so specified, each Service shall be subject to these Subscription Terms and Conditions. Insofar as any term and condition for a Service conflicts with these Subscription Terms and Conditions, the terms and conditions in these Subscription Terms and Conditions shall prevail.
- 3.2. In addition to the terms of these Subscription Terms and Conditions and the relevant Service Orders, the Parties acknowledge and agree that the Services shall be subject to all Applicable Laws, including, but not limited to, all applicable regulatory and data protection requirements.
- 3.3. Without releasing it from any of its obligations, WeBill shall be entitled at any time, and without notice, to use subcontractors to perform some or all of its obligations under these Terms.
- 3.4. The Licensee shall not be entitled to resell, charge, transfer or otherwise dispose of a Service (or any part thereof) to any third party without WeBill's consent.
- 3.5. WeBill reserves the right from time to time to make changes to a Service, or to change any applicable Credential or Account access details required for receipt of a Service, provided always that such change does not materially affect the relevant Service. WeBill shall use reasonable endeavours to give the Licensee reasonable notice of any changes to Credentials or Account access details.
- 3.6. Should Licensee require any services other than the Services, then such other services may be provided by WeBill subject to the terms of a separate agreement or Service Order, as the case may be, which shall be concluded between the Parties, and shall set out the terms and conditions, including payment terms, attaching to such additional service. Notwithstanding the foregoing, in the event that WeBill provides additional services to Licensee at Licensee's request that do not form part of this or any other agreement, WeBill shall be entitled to charge Licensee for such additional services at its standard time-and-materials fees and charges applicable at the time.

4. SERVICE PERFORMANCE

4.1. In performing its obligations under these Terms, WeBill shall at all times:

- 4.1.1. exercise the reasonable skill and care of a competent provider of the Services;
- 4.1.2. comply with the provisions of these Terms;
- 4.1.3. ensure that it has full capacity and authority and all the necessary licences, permits and consents to enter into and perform in terms of these Terms and to provide the Services to the Licensee;
- 4.1.4. have the right, power and authority to grant the rights to Licensee pursuant to Clause 9.1 free of all liens,

encumbrances and other restrictions.

- 4.2. To the reasonable knowledge of WeBill, the rights granted to Licensee hereunder and/or the use of the Services by Licensee in accordance with the terms and conditions herein, will not infringe upon nor violate any patent, copyright, trade secret, or other proprietary right of any third party. To this extent, WeBill shall use commercially reasonable endeavours to ensure that Licensee's use and possession of the Services consistent with the terms of these Terms, shall not be adversely affected, interrupted or disturbed by WeBill or any entity asserting a claim under or through WeBill.
- 4.3. Except as specifically provided for in these Terms, all Services provided by WeBill under these Terms are provided "as is". WeBill hereby excludes and disclaims all warranties, whether expressed or implied, statutory or otherwise, except those warranties expressly made in these Terms, including any implied warranties of satisfactory quality, no latent defects, merchantability and fitness for a particular purpose, and all warranties in respect of third-party software applications provided pursuant to these Terms (including the Software).
- 4.4. WeBill shall be entitled to change to nature and scope of any Service provided by WeBill under these Terms from time to time, on written notice to Licensee, such change to take effect on the effective date indicated on such notice. Licensee shall not have, and hereby waives, any claim of any nature whatsoever that it may have against WeBill for any loss or damages suffered resulting from or relating to such change.
- 4.5. While WeBill will take all reasonable and legally required measures to ensure the security and integrity thereof, including those set out in its Policies, WeBill does not warrant that the information transmitted by or available to Licensee through the Service(s) will be:
 - 4.5.1. preserved or sustained in its entirety;
 - 4.5.2. delivered to any or all of the intended recipients;
 - 4.5.3. suitable for any purpose;
 - 4.5.4. free of inaccuracies or defects or bugs or viruses of any kind; or
 - 4.5.5. secured against intrusion by unauthorised third parties,

and WeBill assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this Clause 4.4.

- 4.6. WeBill will use its reasonable commercial endeavours to make the Services available 24 (twenty-four) hours per day, 7 (seven) days per week and 365 (three hundred and sixty-five) days of each year but does not guarantee a minimum uptime.
- 4.7. WeBill agrees to maintain a disaster recovery facility and a disaster recovery plan in accordance with its Policies, for the purposes of ensuring continuity of the Services in the event of a disaster. Such plan will at all times be in line with relevant industry standards and practices.
- 4.8. In the event of a disaster, WeBill will implement the disaster recovery plan referred to in Clause 4.6 above. Notwithstanding the foregoing, Licensee is exclusively responsible for designing, implementing and maintaining an appropriate disaster recovery plan in respect of Licensee's systems which covers, without limitation, all Licensee Data and information stored on or generated by the Services on the Licensee's systems. For the avoidance of doubt, in no event shall WeBill be liable for any loss or destruction of Licensee Data of any nature whatsoever, and howsoever arising.

5. SERVICE AVAILABILITY AND MAINTENANCE

- 5.1. Notwithstanding anything to the contrary contained in these Terms, WeBill will not be liable or responsible for any loss or damage resulting from or relating to any unavailability of the Services caused by one or more of the following:
 - 5.1.1. any maintenance, suspension, or termination of the Services, whether in whole or in part, in accordance with the provisions of these Terms;
 - 5.1.2. the failure of servers or services outside of a data centre on which the Services are dependent, including, but not limited to, inaccessibility of the Internet that is not caused by WeBill's infrastructure;
 - 5.1.3. an attack on WeBill's infrastructure, including a denial of service attack or unauthorised access, provided that WeBill has implemented and upheld reasonable security measures to prevent such attacks;
 - 5.1.4. any failure by the Licensee to report a Service unavailability in accordance with these Terms within one (1) day of the date of occurrence, to the extent that such continued unavailability could reasonably have been limited or prevented by WeBill if Licensee had timeously reported the Service unavailability to WeBill in accordance with these Terms. In such cases, only the period calculated from the date of Licensee's failure as aforesaid until the date upon which WeBill became aware of such Service unavailability shall be excluded from the calculation of downtime for the purposes of this Clause 5.1;
 - 5.1.5. unavailability that results from the failure of Licensee Equipment or any hardware, software, equipment, service or facilities not provided by WeBill;
 - 5.1.6. any unavailability caused by a failure by Licensee to timeously implement configurations to the Services required by WeBill, or due to any configuration performed by Licensee and not approved by WeBill;
 - 5.1.7. any unavailability caused by Licensee's breach of these Terms or the Policies; or
 - 5.1.8. an Excusing Event.
- 5.2. Unless otherwise provided for, WeBill may, from time to time, suspend the provision of Services for the purpose of conducting routine maintenance, repair and/or improvement on the technical infrastructure by means of which the Services are provided during a standard maintenance window determined by WeBill from time to time. WeBill shall use reasonable endeavours to notify Licensee of such maintenance window(s) from time to time. WeBill shall not be liable

for any loss or damage of any nature whatsoever and howsoever arising as a result of such suspension in accordance with this Clause 5.2.

- 5.3. Notwithstanding the foregoing, Licensee acknowledges that circumstances may arise from time to time that require WeBill to perform Emergency Works. In such cases, WeBill shall endeavour to inform Licensee as soon as possible of this requirement and the planned suspension of Services. Notwithstanding the foregoing, however, the Parties acknowledge and agree that WeBill may, acting reasonably, perform the Emergency Works without prior notice to Licensee, provided that WeBill shall notify Licensee of such Emergency Works and suspension of the Services as soon as reasonably possible.

6. SERVICE SUSPENSION

- 6.1. WeBill may, acting reasonably and without prejudice to any right which it might have to terminate a Service and/or these Terms, elect to immediately suspend the provision of a Service (or part thereof) if it:
- 6.1.1. has reasonable grounds to consider that it is entitled to terminate the Service and/or these Terms pursuant to Clause 14 or that Licensee has committed a breach of these Terms or the Policies;
 - 6.1.2. is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority;
 - 6.1.3. needs to carry out Emergency Works to the Services or WeBill's infrastructure or any part thereof, subject to the provisions of Clause 5.3;
 - 6.1.4. has reasonable grounds to believe that the Service is being used fraudulently or illegally or in violation of Clause 7.5;
 - 6.1.5. does not receive payment in full of any Charge by the due date of payment thereof or if there is a reversal of Charges to Licensee's credit or debit card;
 - 6.1.6. has reasonable grounds to believe that the Licensee is or has been involved or connected with criminal activity or other activity, which is or may be detrimental to WeBill, its Third Party Contractors or its customers (which may include without limitation, if Licensee is included as an offender on any official corruption list, or other list of defaulters published by any governmental authority, agency, organisation or other administrative or regulatory authority);
 - 6.1.7. has reasonable grounds to believe that Licensee has provided it with false information prior to or upon entering into these Terms, or that it lacked the capacity to enter into these Terms;
 - 6.1.8. has reasonable grounds to believe that the security or functionality of the Services or any component thereof are under a significant threat; or
 - 6.1.9. determines that an Excusing Event has occurred.
- 6.2. If WeBill exercises its right to suspend the Service (or part thereof) pursuant to Clauses 6.1.2, 6.1.3 or 6.1.8, it shall, whenever reasonably practicable, give prior notice of such suspension to the Licensee, such notice to state the grounds of such suspension and its expected duration, if applicable. WeBill shall, in such circumstances, use all reasonable endeavours to resume the Service as soon as is practicable.
- 6.3. If the Service (or part thereof) is suspended as a consequence of the breach, fault, act or omission of the Licensee, the Licensee shall, upon demand, pay to WeBill all reasonable costs and expenses reasonably incurred by WeBill in the implementation of such suspension and/or recommencement of the provision of the Service.
- 6.4. **WeBill shall not be liable for any loss, damage or inconvenience suffered by the Licensee as a result of any suspension made pursuant to Clause 6.1, except to the extent that such suspension is made pursuant to Clause 6.1.3 or 6.1.8 for reasons which are solely and directly attributable to the gross negligence of WeBill, and then subject always to Clause 10.**

7. CUSTOMER OBLIGATIONS AND WARRANTIES

- 7.1. The Licensee shall provide WeBill with such facilities and information as WeBill may reasonably require to enable it to perform its obligations or exercise its rights under these Terms. Without derogating from the generality of the foregoing, Licensee shall, to the extent applicable:
- 7.1.1. render all decisions and approvals required as soon as is reasonably possible;
 - 7.1.2. provide WeBill with such reasonable access to Licensee Data, Licensee Equipment and Licensee's computer systems as is required for WeBill to discharge its obligations in terms of these Terms, including any necessary licences, waivers or consents reasonably required by WeBill;
 - 7.1.3. notify WeBill as soon as reasonably possible of any issues, concerns or disputes in connection with the Services;
 - 7.1.4. be responsible for the accuracy and completeness of all Licensee Data;
 - 7.1.5. comply with Policies in connection with the Services; and
 - 7.1.6. take commercially reasonable measures to ensure that no malicious software is introduced into the Software by its personnel or any third party.
- 7.2. Licensee warrants at the date of these Terms and throughout the term of these Terms, that:
- 7.2.1. it has the full right, power and authority to enter into and perform its obligations under these Terms;
 - 7.2.2. it owns or has obtained all the necessary consents and authorisations in respect of any intellectual property rights contained in each and every part of the Licensee Data, and that the use by WeBill of the Licensee Data will not infringe any intellectual property or proprietary rights of any third party;
 - 7.2.3. it shall be responsible for ensuring that the Services will be fit for the Licensee's intended purposes;
 - 7.2.4. it shall timeously make payment of all fees, charges and other amounts which become due under these Terms;

- 7.2.5. it shall provide WeBill with all such reasonable assistance and cooperation that WeBill may reasonably require to investigate any interruption of Service, security problems, and any other violations or alleged violations of these Terms and/or the Policies;
- 7.2.6. it shall comply with Applicable Laws and shall not at any time use the Services in contravention of such Applicable Laws nor for any illegal or immoral purpose;
- 7.2.7. it shall ensure that, at its own cost and expense, regular and complete back-ups of Licensee Data are made to prevent any loss or destruction thereto;
- 7.2.8. it shall prohibit any person other than its Authorised Users, from accessing the Service(s);
- 7.2.9. all Licensee Equipment used by the Licensee to access and/or use the Services shall at all times comply with WeBill's published recommendations, it being agreed that (i) it is a prerequisite for the access and/or use of the Services that such Licensee Equipment shall comply with WeBill's published minimum requirements, and (ii) all warranties provided by WeBill in respect of the Services shall, notwithstanding anything to the contrary herein contained, be conditional on Licensee complying with WeBill's published maximum requirements in respect of the Licensee Equipment; and
- 7.2.10. without derogating from the generality of the foregoing, it shall comply with WeBill's reasonable instructions in relation to the modification of the Licensee Equipment to enable the Licensee to receive the Services, at Licensee's own expense.

7.3. **Notwithstanding anything to the contrary contained in these Terms, the Licensee shall be liable for any and all damage to WeBill's infrastructure which is caused by:**

- 7.3.1. **any act or omission of the Licensee or the Licensee's breach of the terms of these Terms; or**
- 7.3.2. **the malfunction or failure of any equipment or facility provided by or on behalf of the Licensee or Authorised Users, including but not limited to the Licensee Equipment. WeBill shall not be liable for any costs incurred by Licensee arising out of any malfunction or failure of any such equipment or facility, including Licensee Equipment.**

7.4. The Licensee warrants that it holds and shall continue to hold such licences and/or other authorisations as are required under all Applicable Laws, to receive the Services. WeBill reserves the right to suspend Licensee's access to, and use of, the Services where the Licensee has failed to comply with the provisions of this Clause 7.4 and WeBill shall in no event be liable in respect of the Licensee's failure to comply with this Clause 7.4 or any loss or damage of any nature whatsoever and howsoever arising suffered by Licensee as a result of such suspension.

7.5. The Licensee warrants and undertakes that it shall, and shall procure that all of its Authorised Users shall, in its/their use of the Services, comply with the then-current version of the [end user license agreement](#)(s) (each a "EULA"), Policies and any other Documentation that may be applicable to the Services. The applicable EULA, Policies and Documentation shall be available at the website where Licensee registers for, subscribes to and/or purchases the Services, and shall be made available by WeBill to the Licensee on request. The Licensee shall, and shall procure that all of its Authorised Users shall, prior to commencing its use of the Services, read and understand the EULA, Policies and Documentation. By using the Services and continuing to use the Services, the Licensee acknowledges that it and its Authorised Users have read, understood and accepted the terms of the EULA, Policies and Documentation and agree(s) to be bound thereby. Changes to the EULA, Policies and/or Documentation shall be effective upon posting of the revised documents at the abovementioned URL or other notice to the Licensee. Licensee acknowledges that, by continuing the use of the Services after such effective date, it and its Authorised Users have read, understood and accepted the terms of the EULA, Policies and Documentation, as amended, and agree(s) to be bound thereby.

7.6. For the duration of these Terms, Licensee shall not, nor shall it allow its Authorised Users to, commit nor attempt to commit any act or omission which directly or indirectly:

- 7.6.1. damages WeBill's technical infrastructure or any part thereof;
- 7.6.2. impedes, impairs or precludes WeBill from being able to provide the Service(s) in a reasonable and business-like manner; or
- 7.6.3. constitutes an abuse or malicious misuse of the Service(s).

WeBill reserves the right, without prejudice to any other rights or remedies available to it under these Terms or in law, to charge the Licensee the amount necessary to cover any reasonable expenditure incurred in order to remedy the situation, to the extent that such remedial action was necessitated by Licensee's breach of the provisions of this Clause 7.6.

7.7. The Licensee hereby grants WeBill and, where applicable, its Third Party Contractors, a worldwide perpetual, irrevocable royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by the Licensee or Authorised Users in relation to the operation of the Services

7.8. **The Licensee hereby indemnifies WeBill and hold it harmless in respect of any and all losses, damages, costs or expenses resulting from or relating to any breach of the warranties set out in this Clause 7 and/or any third-party claim or allegation arising out of or relating to the use of the Service, and which relates to any act or omission of the Licensee which is, or if substantiated would be, a breach of this Clause 7.**

8. CHARGES AND PAYMENT TERMS

- 8.1. Unless otherwise agreed by WeBill, the Licensee shall be liable for and shall pay the Charges in accordance with this Clause 8.
- 8.2. WeBill shall be entitled to amend the Charges on twenty (20) Business Days' notice to Licensee, such notice to take

effect at the expiry of the notice period as aforesaid.

- 8.3. Charges shall, in respect of each Service, accrue from the effective date of the relevant Service Utilisation and will be invoiced by WeBill monthly in arrears. All monthly Services provided on a fixed-fee basis that are provided for part of a month will be charged on a pro-rated basis. All Services provided and charged on a usage basis, will be charged based on actual measured usage.
- 8.4. Each invoice for Charges shall be due and payable on the date of issue of the invoice, unless otherwise stipulated on the invoice.
- 8.5. WeBill shall be entitled to charge interest on any overdue amounts from the due date of payment until the date of payment in full, at an annual rate of two (2) percent above the base lending rate from time to time of WeBill's bankers from time to time.
- 8.6. All Charges or other sums which may from time to time be due, owing or incurred to WeBill are exclusive of value-added tax and any similar sales tax, levy or duty, or other applicable tax, all of which shall be payable by the Licensee and invoiced by WeBill at the then prevailing rate. In respect of withholding tax, Licensee agrees to pay such additional amounts as may be necessary, such that WeBill receives the amount that it would have received had no withholding tax been imposed.
- 8.7. In the event that the Licensee elects to make payment of the Charges by means of credit card, debit order, or any other similar available payment method, and subject always to WeBill's acceptance of such elected payment method, the following terms shall apply:
- 8.7.1. in respect of credit card payments:
- 8.7.1.1. the Licensee's acceptance of these Terms, activation of an Account and access and/or use of the Services constitute continued authority for the issuer of the card(s) to immediately debit the Licensee with the relevant Charges, inclusive of all costs and charges of whatsoever nature, relating to such Services, as and when such Charges become due; and
- 8.7.1.2. the Licensee warrants that all information relating to the card details provided to WeBill is true and correct, and that the Licensee is duly authorised to use such card and provide such card details for the purposes of making payment of the applicable Charges.
- 8.7.2. in respect of payment by any other similar available payment method not specifically catered for in this Clause 8, the Licensee shall comply with all such directions, policies and procedures made available by WeBill from time to time for such purpose.
- 8.7.3. WeBill shall be entitled to levy a reasonable administration charge, and the Licensee agrees to pay such a charge in the event that any form of payment is returned unpaid from the account or credit card nominated by the Licensee. In addition to such charge, WeBill shall be entitled to recover from the Licensee all costs incurred as a result of any form of payment being returned unpaid as aforesaid, which costs may be included in any subsequent invoice rendered by WeBill to Licensee, and the Licensee agrees to pay such costs to WeBill on the payment terms of the relevant invoice. Such costs may include, but shall not be limited to, banking fees and charges, and facilitation and administration charges charged by the relevant payment provider; and
- 8.7.4. **the Licensee indemnifies WeBill in respect of any and all losses, damages, costs and expenses arising from or in connection with a breach of this Clause 8.**

9. USE RIGHTS

- 9.1. During the term of an open or active Account, and in consideration for payment of the applicable Charges, WeBill grants or will procure for Licensee a limited, revocable, non-transferable, non-exclusive licence to access and use the Services, subject to the terms of this Clause 9.
- 9.2. Licensee hereby:
- 9.2.1. accepts the licence granted to it in terms of Clause 9.1;
- 9.2.2. acknowledges that it will only use the Services in accordance with these Terms, the applicable EULA, Specific Terms, Policies and the Documentation;
- 9.2.3. is authorised to use the Services only for its own business purposes; and
- 9.2.4. acknowledges that it obtains no rights of ownership of the Services or any part thereof whatsoever.
- 9.3. Licensee shall not:
- 9.3.1. except to the extent as may be permitted by law, modify, translate or create derivative works based on the Services, nor reverse assemble, decompile or reverse engineer the Services, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the Services or any files contained in or generated by the Services, nor shall it permit, whether directly or indirectly, any third party to do so;
- 9.3.2. merge or combine the whole or any part of the Services or any part thereof with any third-party software or documentation without the prior written consent of WeBill;
- 9.3.3. grant any third party, besides its Authorised Users, if applicable, direct access to the Services, including, without

limitation by way of lease, download, as an application or bureau service provider or any other method. For the avoidance of doubt, if Licensee allows Authorised Users to use the Services, Licensee shall be responsible for ensuring that such Authorised Users' access to and use of the Services complies with the terms of these Terms, and shall at all times remain solely liable for the acts and omissions of such Authorised Users as if they were the acts and omissions of Licensee;

- 9.3.4. lend or transfer the Services or any part thereof to any third party;
 - 9.3.5. sub-license or otherwise transfer the use of the Services, whether in whole or in part, to any third party; or
 - 9.3.6. remove or suppress any proprietary notices on the Services; or
 - 9.3.7. share its Authorised User's password(s) with any other individual and undertakes to notify WeBill promptly of any unauthorised access or use of the Services or any content available through the Services. The Licensee shall only reassign an Authorised User identification to a new individual when replacing one who no longer requires ongoing use of the Services.
- 9.4. Additional restrictions may apply to certain Software, files, programs or data supplied by third parties or embedded in Software. Such restrictions will be set out in the instructions or release notes and/or in the form of the Specific Terms and/or Documentation or an [end user licence](#) terms provided and/or made available with such material, and are incorporated herein by reference.
- 9.5. WeBill reserves the right forthwith to suspend or terminate the provision of Services (either in whole or in part) to any Authorised User in the event of a default or breach by such Authorised User of the terms of this Clause 9, or if at any time the Authorised User ceases to be an Authorised User as defined.

10. LIABILITY

- 10.1. Notwithstanding anything else in these Terms, WeBill's total liability to the other in contract, delict (including negligence or breach of statutory duty) or otherwise arising in connection with these Terms, shall be limited to an amount equal to the total Charges already paid by Licensee to WeBill in respect of the Service(s) in respect of which such claim arose for the period 3 (three) months preceding the claim. For the avoidance of doubt, for the purposes of this Clause 10.1, the maximum amount shall be an aggregate amount for all claims arising out of these Terms in respect of the relevant Service.
- 10.2. Notwithstanding anything else in these Terms, neither Party shall in any event be liable to the other for indirect or consequential losses, or otherwise for harm to business, loss of revenues, loss of anticipated savings or lost profits, whether or not reasonably foreseeable at the time when these Terms were entered into.
- 10.3. **The Licensee acknowledges that WeBill is unable to exercise editorial or other control over any content, including Licensee Data, placed on or accessible through the Licensee's use of the Services and WeBill shall have no liability as to the quality, content or accuracy of information received through or as a result of the use of the Services.**
- 10.4. **Notwithstanding anything to the contrary contained in these Terms, WeBill shall not be liable to Licensee for any failure, delay, malfunction or non-performance of the Services, or for any loss, liability, damage or expense of any nature whatsoever and howsoever arising, directly or indirectly relating to or resulting from:**
- 10.4.1. **services, hardware, or software provided by or on behalf of Licensee (including the Licensee Equipment) which are not according to WeBill's minimum or recommended requirements as published or notified by WeBill to Licensee from time to time;**
 - 10.4.2. **any of the information provided by Licensee under or pursuant to these Terms being false or inaccurate;**
 - 10.4.3. **Licensee's failure to adhere to any required configurations or reasonable guidelines or advice provided by WeBill in respect of the use of or modification of a Service, or to follow the Policies or directions set out in the Documentation;**
 - 10.4.4. **any unauthorised access to and/or use of the Services (or part thereof) as a result of any act or omission, including negligence, of the Licensee or its Authorised User(s);**
 - 10.4.5. **any unpaid or suspended Service(s);**
 - 10.4.6. **Licensee's or its Authorised Users' failure to perform, or delay in performing its obligations in terms of these Terms;**
 - 10.4.7. **circumstances that constitute a Force Majeure Event;**
 - 10.4.8. **failure or unreasonable delay by Licensee to report faults/problems to WeBill; or**
 - 10.4.9. **any combination of the Services with any Licensee Data or other services, software, hardware or other materials not provided by WeBill, or any alteration or modification to the Services in contravention of these Terms.**

11. CUSTOMER DATA AND PRIVACY

- 11.1. The Licensee acknowledges that it has read the [WeBill Privacy Policy](#) and that the terms of this Clause 11 apply in addition to the terms of such and any other WeBill Policy.
- 11.2. The Licensee acknowledges that WeBill or its agents will, by virtue of the provision of Services, come into possession of Licensee Data. Ownership in all Licensee Data whether under its control or not, shall continue to vest in Licensee and WeBill shall not obtain any proprietary rights in Licensee Data. Licensee grants to WeBill (and its Third Party Contractors as necessary) a limited, non-exclusive, royalty free licence to use, reproduce and modify any Licensee Data strictly for the purposes of providing the Services or as otherwise directed by Licensee.

- 11.3. **The Licensee warrants that:**
- 11.3.1. **it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Licensee Data as described in this Clause 11;**
- 11.3.2. **it shall, for the duration of these Terms, have sole responsibility for the accuracy, quality, integrity, legality and reliability of the Licensee Data and of the means by which it acquired Licensee Data, and will ensure that data and processing instructions given to WeBill comply with all Applicable Laws; and**
- 11.3.3. **it shall comply with Applicable Law and related regulations in collecting, compiling, storing accessing and using Licensee Data in connection with the Services.**
- 11.4. WeBill and Licensee are each responsible for complying with their respective obligations under Applicable Laws governing Licensee Data, and each Party shall take reasonable precautions (having regard to the nature of their obligations under these Terms), to preserve the integrity of Licensee Data and to prevent any unauthorised access, corruption or loss of Licensee Data. Without derogating from the generality of the foregoing, WeBill shall implement appropriate technical and organisational measures to protect Licensee Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing, all as set out in its Policies. The Licensee acknowledges that it has the right to access, at Licensee's cost, Licensee Data upon written notice and have any agreed errors in such Licensee Data rectified.
- 11.5. The Licensee acknowledges and agrees that WeBill and its agents may, and by entering into these Terms Licensee expressly authorises WeBill and its agents to, use, process and/or transfer Licensee Data (including intra-group transfers, transfers across a country border and transfers to entities in countries that do not provide statutory protections for personal information):
- 11.5.1. in connection with the provision of Services and for the purpose of complying with WeBill's obligations under these Terms;
- 11.5.2. to incorporate Licensee Data into databases controlled by WeBill for the purpose of administration, provisioning, billing and reconciliation, verification of Licensee identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis, and
- 11.5.3. to communicate to the Licensee by voice, letter, fax or email regarding products and services of WeBill or its Affiliates.
- 11.6. Licensee, as the controller of Licensee Data, is solely responsible for ensuring that no Licensee Data provided to WeBill shall be in violation of any Applicable Law, and that the subsequent transfer of such Licensee Data across a country border as set out in clause 11.5 shall not, as a result of the content, nature, state and/or form of such Licensee Data, be rendered, determined or otherwise deemed to be unlawful or non-compliant under the applicable privacy and protection of personal information laws.
- 11.7. **The Licensee may withdraw consent for such use, processing or transfer of Licensee Data as set out above, unless it is required to (i) provision, manage, account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any Applicable Law or court or other public authority order, by sending written notice to WeBill in accordance with the prescribed form, available from WeBill on request.**
- 11.8. WeBill shall, after the period referred to in such prescribed form, destroy and/or delete the Licensee Data in its possession and/or under its control, or, if applicable, de-identify any personal information therein contained in a manner that prevents its reconstruction in an intelligible form, unless and to the extent that:
- 11.8.1. WeBill is otherwise required to retain same in connection with these Terms; and
- 11.8.2. Licensee has consented to the retention of such Licensee Data by WeBill.
- 11.9. **Each Party hereby indemnifies and holds the other harmless from any claim, damages, costs penalty or fine as a result of such Party failing to comply with its obligations under this Clause 11.**

12. INTELLECTUAL PROPERTY

- 12.1. The Licensee acknowledges that:
- 12.1.1. WeBill has created, acquired or otherwise obtained rights in the WeBill IP and, notwithstanding anything contained in these Terms, WeBill will own all right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to the WeBill IP; and
- 12.1.2. without limitation to the foregoing, Licensee shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of WeBill, WeBill Affiliates or their Third Party Contractors, as applicable, without the prior written consent of WeBill, which consent can be withheld and/or withdrawn at any time and for any reason whatsoever.
- 12.2. Without limiting the generality of the foregoing, all right, title and ownership of any code, forms, algorithms, methodologies, frameworks or materials developed by or for WeBill or Licensee independently and outside of these Terms and provided during the course of these Terms ("**Existing Material**") shall remain the sole property of the Party providing the Existing Material.
- 12.3. All right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to any Deliverables shall, unless expressly agreed to the contrary in the appropriate Service Order, vest in WeBill.

- 12.4. To the extent that WeBill utilises any WeBill IP in connection with WeBill's performance under these Terms, the WeBill IP shall remain the property of WeBill and Licensee shall acquire no right or interest therein.
- 12.5. WeBill will defend Licensee against any claims made by an unaffiliated third party that any Service infringes its patent, design, copyright or trade mark and will pay the amount of any resulting adverse final judgment (or settlement to which WeBill consents). WeBill will reimburse Licensee with all costs reasonably incurred by Licensee in connection with assisting WeBill with the defence of the action. Licensee shall promptly notify WeBill of the claim in writing and WeBill shall have sole control over its defence or settlement.
- 12.6. Should any third party succeed in its claim for the infringement of any intellectual property rights, WeBill shall, at WeBill's discretion and within thirty (30) calendar days of the infringing item having been found to so infringe:
- 12.6.1. obtain for Licensee the right to continue using the infringing item or the parts which constitute the infringement;
- 12.6.2. replace the infringing item or the parts which constitute the infringement with another product which does not infringe and which in all respects operates substantially in accordance with its specifications;
- 12.6.3. alter the infringing item in a way as to render it non infringing while still in all respects operating substantially in accordance with its specifications; or
- 12.6.4. withdraw the infringing item and terminate the applicable Service Order and, if applicable, refund to Licensee all Charges which Licensee has already paid to WeBill in respect of the period calculated from the date on which the claim arose until 12 (twelve) months thereafter.
- 12.7. **WeBill shall not be liable for any claim which arises out of third party goods or services selected by Licensee and which are procured by Licensee from third parties.**
- 12.8. The Licensee warrants that any domain name registered or administered by it or on its behalf will not contravene the trademark or other intellectual property rights of any third party and that it shall comply with the rules and procedures of the applicable domain name authorities, registries and registrars. **The Licensee shall indemnify WeBill in respect of any and all losses, damages, costs and expenses arising from or in connection with breach of this Clause 12.8.**
- 12.9. If applicable, Internet Protocol (IP) addresses assigned to the Licensee by WeBill in connection with a Service shall be used solely in connection with such Service. If such Service is discontinued for any reason (including termination of these Terms or the Service), the Licensee's right to use the IP addresses shall immediately cease and the IP addresses shall be returned immediately to WeBill. Any breach of this Clause 12.9 shall be a material breach of these Terms.
- 12.10. If the Licensee does not move the domain name(s) registered by WeBill for and on behalf of Licensee to another service provider within one month after termination of these Terms and/or the relevant Service Order, WeBill reserves the right to terminate such domain name(s) with the applicable domain name authorities, registries and registrars.

13. CONFIDENTIALITY

- 13.1. Subject to Clause 13.2, WeBill and the Licensee shall:
- 13.1.1. only use the Confidential Information for the purposes of complying with its obligations under these Terms;
- 13.1.2. only make the Confidential Information available to those of its personnel who are actively involved in the execution of its obligations under these Terms and then only on a "need to know" basis;
- 13.1.3. initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those personnel who need to be given access to Confidential Information, its secret and confidential nature; and
- 13.1.4. subject to the right to make the Confidential Information available to its personnel under Clause 13.1.2, not at any time use any Confidential Information of the disclosing Party or directly or indirectly disclose any Confidential Information of the disclosing Party to third parties.
- 13.2. The provisions of Clause 13.1 shall not apply to any Confidential Information which:
- 13.2.1. is in or comes into the public domain other than by breach of this Clause 13;
- 13.2.2. is or has been independently generated by the recipient Party; or
- 13.2.3. is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body, in which case the Party ("**Receiving Party**") compelled to disclose the confidential information of the other Party ("**Disclosing Party**"), will give the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 13.3. On termination or expiry of a Service Order, the Parties will deliver to each other in the form it was received or, at the other Party's option, destroy all originals and copies of Confidential Information in their possession which are no longer required for the purposes of any other Service Order.
- 13.4. **Each Party hereby indemnifies the other Party against any loss or damage which such Party may suffer as a result of a breach of this Clause 13 by the indemnifying Party or its personnel.**

- 13.5. This Clause 13 is severable from the remainder of these Terms and shall remain valid and binding on the Parties, notwithstanding any termination, for a period of five (5) years after the effective date of termination.

14. BREACH AND TERMINATION

- 14.1. Either Party may terminate/delete an Account:

- 14.1.1. immediately by notice if the other Party has committed a material breach which is incapable of remedy;
 - 14.1.2. immediately by notice if the other Party has committed a material breach capable of remedy, but which it fails to remedy within ten (10) Business Days of having been notified of such breach;
 - 14.1.3. immediately by notice if a Force Majeure Event subsists for a continuous period exceeding three (3) months;
 - 14.1.4. for any reason whatsoever on at least 1 (one) calendar month's prior written notice to the other;
 - 14.1.5. if the other Party undergoes business rescue proceedings or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law;
 - 14.1.6. where, after registration of the Account, no Services have been provided under these Terms for a continuous period exceeding three (3) months.
- 14.2. WeBill may terminate these Terms immediately by notice if a suspension of a Service pursuant to Clauses 6.1.4, 6.1.5, 6.1.6 or 6.1.7 has continued for a period of at least two (2) consecutive months.
- 14.3. Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay or failure in performance of any part of these Terms (other than for payment obligations set out in Clause 8) to the extent such delay or failure is attributable to a Force Majeure Event. Subject to Clauses 14.1, any such delay or failure shall suspend these Terms until the Force Majeure Event ceases.
- 14.4. If WeBill has reasonable grounds to consider that there has been a violation of Clause 7.5, WeBill may notify the Licensee and require it to remedy the violation:
- 14.4.1. immediately, in the event of an incident involving a violation of public law or regulation or an imminent threat to the Services and/or WeBill's infrastructure; or
 - 14.4.2. within forty-eight (48) hours, in all other cases.

If the Licensee fails to notify WeBill that such a remedy has been effected in accordance with this Clause 14.4 (subject to such remedy actually being effected) or if WeBill reasonably determines that the violation is continuing or is likely to occur again, WeBill may terminate these Terms (or relevant Service) immediately upon notice to the Licensee.

15. CONSEQUENCES OF TERMINATION

- 15.1. Without prejudice to accrued rights or obligations, upon termination of these Terms:
- 15.1.1. all Services shall terminate immediately;
 - 15.1.2. Licensee's Account shall be terminated and deleted;
 - 15.1.3. all the Licensee rights under these Terms shall immediately terminate;
 - 15.1.4. notwithstanding the provisions of Clause 8, all accrued Charges not yet invoiced shall become due and shall be paid by the Licensee immediately on receipt of an invoice; and
 - 15.1.5. each Party shall promptly return or make available to the other Party all copies of the other Party's Confidential Information in the form that it was received and, if requested, verify to the other Party that it has done so.
- 15.2. Notwithstanding the provisions of clause 15.1.5 above, and provided that Licensee has made payment of all outstanding Charges to WeBill in full, WeBill shall, for a period of 30 (thirty) days following deletion or termination of an Account or these Terms, make available to Licensee all Licensee Data in its possession and/or under its control, in such format and by such means as determined by WeBill. For the avoidance of doubt, if Licensee fails to make payment as foresaid, WeBill shall be entitled to, and Licensee hereby consents that WeBill may, retain all such Licensee Data until such time as payment has been made in full. After receipt of payment as foresaid, WeBill shall grant Licensee access to such Licensee Data for a 30 (thirty) day period in such format and by such means as determined by WeBill.
- 15.3. After expiry of the 30 (thirty) day period referred to in Clause 15.2, WeBill shall, and Licensee hereby consents that WeBill may, destroy and/or delete all such Licensee Data, or, if applicable, de-identify any personal information therein contained in a manner that prevents its reconstruction in an intelligible form, unless and to the extent that WeBill is otherwise required to retain same in connection with these Terms, or Licensee has consented to the retention of such Licensee Data by WeBill.
- 15.4. Notwithstanding termination of these Terms, any clause which, from the context, contemplates ongoing rights and obligations of the Parties, shall survive such termination and continue to be of full force and effect.

16. DISPUTE RESOLUTION

- 16.1. In the event of a dispute concerning these Terms, each Party shall promptly bring the dispute to the attention of a director or similar person in a management position of such Party, and such Parties shall use their best endeavours to resolve such a dispute.

16.2. If the Licensee, acting in good faith, wishes to dispute any invoice or part of an invoice falling due in accordance with Clause 8, the Licensee shall, before the invoice is payable, deliver a notice in writing to WeBill setting out the nature of its dispute, including: (i) date and number of disputed invoice; (ii) amount in dispute; (iii) reason for dispute; and (iv) supporting documentation, in as far as such documentation is available. Notwithstanding the foregoing, Licensee shall not be entitled to withhold any undisputed part of a disputed invoice, the intention being that the full amount of the invoice shall be paid by the Licensee in accordance with Clause 8.

16.3. The Parties shall use all reasonable endeavours to resolve such payment disputes as soon as is reasonably practicable.

17. NOTICES

17.1. Except as otherwise expressly provided for herein, any notice required or authorised to be given under these Terms shall be in writing and delivered to the following addresses:

17.1.1. **WeBill:** such addresses and/or numbers provided by WeBill for such purpose in the Service Order, or as otherwise notified by WeBill from time to time

17.1.2. **Licensee:**

17.1.2.1. if these Terms has been entered into in accordance with Clause 2.1.1, at such address and/or number indicated by Licensee on the relevant Service Order; or

17.1.2.2. if these Terms has been entered into in accordance with Clause 2.1.4, at such address and/or number provided by Licensee upon registration for, purchase of and/or request for Services, whichever as the case may be.

17.2. Each Party may by giving written notice to the other Party, change the addresses and numbers set out above to any other address and number, provided that the change shall only take effect fourteen (14) calendar days after delivery of the written notice.

17.3. All notices provided in terms of this Clause 17 shall be delivered to the addresses listed above by prepaid registered post, by facsimile transmission, by hand and/or by e-mail. Notices shall be deemed to have been served, in respect of:

17.3.1. prepaid registered post, fourteen (14) days after such posting;

17.3.2. delivery by hand, on the date of delivery to a responsible person during business hours; and

17.3.3. e-mail, on the first (1st) Business Day following the date of successful delivery to the recipient.

provided that, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given.

17.4. Notwithstanding the aforementioned, technical and service related notices relating to the Services shall be sufficient if transmitted to the Licensee's designated point of contact by e-mail and shall be deemed to have been served on the transmission date of such e-mail, if such email does not return.

18. GOVERNING LAW AND JURISDICTION

These Terms shall be governed and construed in accordance with the laws of the Republic of South Africa, and WeBill and the Licensee irrevocably agree to the jurisdiction of the South African courts, except that WeBill may, at its option, institute any claim it may have in the country where the Licensee is located or where the Services are being provided and/or received. Licensee and WeBill agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

19. CONSUMER PROTECTION ACT

19.1. In terms of the provisions of the Consumer Protection Act No. 68 of 2008 ("CPA"), a transaction as contemplated by these Terms may be subject to the CPA in the event that the Licensee's asset value or annual turnover, as defined in the CPA and determined by the Minister of Trade and Industry by publication in the Government Gazette from time to time, falls below a certain threshold.

19.2. In order to ascertain whether Licensee, and the specific transaction referred to above, is subject to the CPA, Licensee may be required to provide WeBill with certain information regarding its asset value and/or annual turnover. Licensee hereby warrants that any statement made to WeBill in this regard shall be true and accurate, and shall provide WeBill, upon request, with financial statements as proof thereof.

19.3. **In the event that Licensee, for any reason whatsoever, misrepresents the abovementioned information to WeBill in a manner that results in WeBill erroneously regarding said transaction as being subject to the CPA, then all provisions of these Terms that do not apply to transactions subject to the CPA shall retroactively apply to the transaction in question, and the Licensee shall be liable for any damage sustained by WeBill as a result of such misrepresentation.**

19.4. **To the extent that the provisions of the CPA are applicable to these Terms, in the event that the Licensee alleges that there is a defect in the quality of the Services, WeBill's exclusive obligation, and Licensee's only remedy against WeBill, is to remedy the defect in the quality of the Services performed.**

20. ASSIGNMENT

Subject to Clause 3.3, neither Party may assign, charge, transfer or otherwise dispose of these Terms, any Service Order, or any rights or obligations therein in whole or in part, without the written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed), except that WeBill may, without requiring the Licensee's consent, assign any and all of its rights and obligations hereunder: (i) to any WeBill Affiliate; (ii) to a third party pursuant to any sale or transfer of substantially all the assets or business of WeBill or a WeBill Affiliate; or (iii) to a third party pursuant to any financing, merger, or reorganisation of WeBill or a WeBill Affiliate.

21. ENTIRE AGREEMENT

These Terms (read with all applicable Service Orders) sets out the entire and exclusive agreement between WeBill and the Licensee superseding all prior or contemporaneous representations, agreements or understandings concerning the subject-matter addressed herein. No oral or written explanation or oral or written information provided shall alter the interpretation of these Terms. The Licensee confirms that, in entering into these Terms and/or a Service Order, it has not relied on any representation except as set out herein and the Licensee agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of these Terms, excluding any fraudulent misrepresentation.

22. GENERAL

- 22.1. If any provision of these Terms, including any limitation, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of these Terms shall nevertheless remain legal, valid, and enforceable, provided the severance does not alter the nature of these Terms between the Parties.
- 22.2. Failure or delay by either Party to exercise or enforce any right or benefit conferred by these Terms, including WeBill's right to deliver invoices in accordance with Clause 8, shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 22.3. Nothing in these Terms and no action taken by the Parties pursuant to these Terms shall constitute or be deemed to constitute between the Parties a partnership, agency, association, joint venture or other co-operative entity. The Parties shall at all times owe each other a duty of good faith and shall, in all dealings with each other and in respect of the Services act according to such standard.
- 22.4. Except as otherwise contemplated by these Terms or the Documentation, nothing herein will create or confer any rights or other benefits in favour of any person other than the Parties.
- 22.5. If these Terms has been entered into in accordance with clause 2.1.1, then these Terms (or any part hereof), including the Service Orders, shall be modified only by the written agreement of the Parties. In all other cases, WeBill reserves the right to change these Terms at any time, in which event WeBill will notify the Licensee by prominently posting a notice of such changes on the applicable websites, or by sending Licensee an e-mail.