

Terms and Conditions

1. Introduction

1.1. This web site, www.insightchampsoftware.com, (the “Site”) is owned and operated by Insight Champ Software (Pty) Ltd, a company registered in South Africa with company registration number K2016396452 and its subsidiaries and affiliates (hereinafter collectively referred to as “INSIGHT CHAMP SOFTWARE”).

1.2. The following terms and conditions, which include reference to INSIGHT CHAMP SOFTWARE’s Privacy Statement applicable to the user’s usage of and interaction with the Site, (hereinafter the “T’s & C’s”) govern the relationship between the user and INSIGHT CHAMP SOFTWARE in the use of the Site. The INSIGHT CHAMP SOFTWARE Privacy Statement can be found by clicking on the link at the bottom of this Site.

1.3. By using the Site, you are agreeing to comply with and be legally bound by these T’s & C’s and you provide your express consent for your personal information to be dealt with on the terms of the Privacy Statement.

2. Content

2.1. The Site aims to provide general information regarding the various products and services that INSIGHT CHAMP SOFTWARE provides and is not intended to, nor does it constitute, specific advice, or an invitation to invest in INSIGHT CHAMP SOFTWARE’s shares. Information, ideas and opinions expressed on this Site should not be regarded as the official opinion of INSIGHT CHAMP SOFTWARE.

2.2. No opinions, research information, data or content contained on the Site (whether posted by INSIGHT CHAMP SOFTWARE or a third party) should be construed as advice. Before making any decision or taking any action that might affect your business, you should seek specific, professional advice around products and services.

3. Restrictions on use

3.1. You may utilise the material contained in the Site for your own, non-commercial use.

3.2. You must not, other than as provided for in these T's & C's:

- a. Reproduce, redistribute, alter or transmit any material or information contained in the Site;
- b. Use the material for commercial purposes without first obtaining the express written authority of INSIGHT CHAMP SOFTWARE;
- c. Remove any copyright, trademark or other intellectual property right notice contained in the material;
- d. Use the material from the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of INSIGHT CHAMP SOFTWARE.

Under clause 3.3 below you indemnify INSIGHT CHAMP SOFTWARE against certain claims, and this places various risks, liabilities, obligations and legal responsibilities on you.

3.3. To the extent permitted by law, you hereby indemnify INSIGHT CHAMP SOFTWARE against any and all claims arising from the use by third parties of any material from the Site that they have accessed as a result of your reproduction, redistribution, alteration or transmission of that material in contravention of these T's & C's.

4. Registration and cancellation

4.1. Some areas of the Site may not be freely accessible. You may be asked to complete a form of registration in order to access other areas of the Site (the "Restricted Areas").

4.2 It may be that a charge is payable to obtain access to the Restricted Areas, and if not, INSIGHT CHAMP SOFTWARE reserves the right to introduce a charge for such access at any time. If such a charge is introduced, INSIGHT CHAMP SOFTWARE may deny access to the Restricted Areas if you do not pay the relevant charges and comply with any further registration requirements that INSIGHT CHAMP SOFTWARE may, in its sole discretion, decide to introduce from time to time.

4.3. When you register for access to the Restricted Areas, you may be asked to provide certain personal details ("Personal Information"). INSIGHT CHAMP SOFTWARE will only use the

Personal Information in accordance with its Privacy Statement. The Site may use cookies to verify the identity of users who have registered to access the Restricted Areas. For further information on this use of cookies, please see the Privacy Statement.

4.4. INSIGHT CHAMP SOFTWARE reserves the right to terminate your registration to the Restricted Areas and to restrict your access to the Site without notice at any time, provided that, to the extent that the exercise of such right affects your ability to receive or access any information, features or contents for which you have paid or are required to pay any consideration, INSIGHT CHAMP SOFTWARE will use its reasonable endeavours to exercise such right on notice to you.

4.5. You may cancel your registration with the Site at any time by sending an email to icspayroll@insightchampsoftware.com.

5. Operation of the Site

5.1. INSIGHT CHAMP SOFTWARE reserves the right to suspend or terminate the operation of the Site at any time for the purposes of support and maintenance or to update the information contained on the Site or for any other reason, at the sole discretion of INSIGHT CHAMP SOFTWARE.

5.2. INSIGHT CHAMP SOFTWARE is not obliged to give any notice of such termination or suspension.

6. Disclaimer

6.1. INSIGHT CHAMP SOFTWARE endeavours to ensure the accuracy and reliability of the Site and the content, materials and products included and available on the Site, but due to the possibility of human and mechanical error and other factors, to the extent allowed by law, INSIGHT CHAMP SOFTWARE does not, whether expressly, tacitly or implicitly, represent, warrant or in any other way guarantee the availability, truth, accuracy, completeness or reliability of such information or that it is always up to date or that your access to the Site will be uninterrupted or error-free.

Clause 6.2 below will limit and exclude obligations, liabilities and legal responsibilities of INSIGHT CHAMP SOFTWARE, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

6.2. To the extent permitted by law, you must be satisfied that you may lawfully access the Site, read the pages and/or act upon the material contained in the pages, and INSIGHT CHAMP SOFTWARE accepts no responsibility for your unauthorised access or actions in respect of these matters.

7. Linking to and from the Site

Clauses 7.1 to 7.5 below will limit and exclude obligations, liabilities and legal responsibilities of INSIGHT CHAMP SOFTWARE, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

7.1. The Site may contain links to third party web sites. These linked web sites are not under the control of INSIGHT CHAMP SOFTWARE and, to the extent permitted by law, INSIGHT CHAMP SOFTWARE accepts no responsibility for or liability arising from access to, or the information provided on, any web site which is linked from the Site, or any hyperlink contained in a linked web site. To the extent permitted by law, you link to any such web site entirely at your own risk and liability and INSIGHT CHAMP SOFTWARE recommends that you read the privacy policy and any other legal information contained on any third party web site to which you link.

7.2. If you wish to establish a link to the INSIGHT CHAMP SOFTWARE Site, the link must include the INSIGHT CHAMP SOFTWARE web address “www.insightchampsoftware.com”. The name to be used in the link is “INSIGHT CHAMP SOFTWARE”. You may not use INSIGHT CHAMP SOFTWARE’s logo without permission, which permission must be obtained in advance in writing from INSIGHT CHAMP SOFTWARE at 5 Winchester Road, Parktown, Johannesburg, 2193 and marked for the attention of the Head: Legal Services.

7.3. Neither this Site nor any of its pages may be included in any other Site. Instead, a link to the Site is required at all times. You may not frame the Site without the prior written consent of INSIGHT CHAMP SOFTWARE.

7.4. The fact that the Site contains a link to or from a third party web site does not necessarily imply that there is any affiliation between INSIGHT CHAMP SOFTWARE and the third party web site, or that

INSIGHT CHAMP SOFTWARE or its officers or employees endorse the third party web site. The linking web site may not in any way imply that INSIGHT CHAMP SOFTWARE or any of its officers or employees recommend or endorse any of the linked web site products or services.

7.5. INSIGHT CHAMP SOFTWARE reserves the right to withdraw any permission granted, whether tacitly, verbally or in writing, to link to the Site, at any time if it is deemed by INSIGHT CHAMP SOFTWARE, in its sole discretion, to be in the best interest of INSIGHT CHAMP SOFTWARE.

8. Copyright and trademarks

8.1. The works of authorship contained in the Site, including but not limited to all designs, trademarks, logos, data, text and images, whether registered or unregistered, are the intellectual property of INSIGHT CHAMP SOFTWARE, its affiliates or third parties who have supplied information to INSIGHT CHAMP SOFTWARE and are protected by South African and international intellectual property laws and conventions.

8.2. INSIGHT CHAMP SOFTWARE reserves the right to take legal action in respect of any reproduction, copying, distribution, framing, uploading to a third party, publication, adaptation, broadcast, public performance or other use or communication to the public of the information contained on the Site without the prior written consent of INSIGHT CHAMP SOFTWARE.

8.3. You are not permitted to use any of the trademarks displayed on the Site without the prior written consent of INSIGHT CHAMP SOFTWARE or the third party that owns the trademark.

9. Comments and feedback

9.1. If you have any questions or comments on or in connection with the Site ("Submissions") and would like to contact INSIGHT CHAMP SOFTWARE, please send your questions or comments to icspayroll@insightchampsoftware.com. INSIGHT CHAMP SOFTWARE values your Submissions, but INSIGHT CHAMP SOFTWARE shall not be obliged to respond to, maintain or compensate you in any way whatsoever for your Submissions.

9.2. By disclosing, submitting or offering your Submissions on the Site, you agree to and hereby grant, and you represent and warrant that you have the right to grant, INSIGHT CHAMP SOFTWARE a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sublicense, to use, copy, publicly perform, digitally perform, publicly display and distribute such Submissions, and to sell, modify, create derivative works from and/or to incorporate such Submissions into other works in any form, medium or technology, whether or not known or hereafter developed, in each case, without compensation to you.

9.3. When disclosing, submitting, offering or posting Submissions to the Site, you agree to do so in a responsible and ethical manner, having regard to the following guidelines (“Submission Guidelines”):

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a. You are solely responsible for any Submission and other material that you submit to, publish or display on, the Site and the views expressed therein are your individual views and do not reflect the views of INSIGHT CHAMP SOFTWARE;

b. You may not provide any Submission that falsely expresses or implies that such Submission or material is sponsored or endorsed by INSIGHT CHAMP SOFTWARE;

c. You may not post any Submission that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party or that is subject to any restrictions, or impose any obligations, on the use or further distribution thereof;

d. You further agree that you will not post Submissions that are abusive, harassing, stalking, threatening or attacking others; defamatory, offensive, obscene, vulgar or depicting violence; hateful language targeting race/ethnicity, religion, gender, nationality or political beliefs; fraudulent, deceptive, misleading or unlawful; trolling (posting of inflammatory or off-topic messages with the primary intent of provoking an emotional response) or otherwise deliberately disrupting normal on-topic; spamming in nature; upload files that contain viruses or programs that could damage the operation of other people’s computers; search technology, such as “web-crawlers” or “web-spiders”, to search and gain information from this Site, if such technology will result in slowing down this

Site's server or is a copyright infringement of any data and information available from this Site; commercial solicitation or solicitation of donations; link baiting (embedding a link in your post to draw traffic to your own site).

9.4. INSIGHT CHAMP SOFTWARE may at any time, without prior notice and in its sole discretion, remove any Submission, block any access to the Site or take any other appropriate action against any person who violates the T's & C's in general, and the Submission Guidelines in particular.

9.5. Any person that delivers or attempts to deliver any malicious or damaging code to this Site or attempts to gain unauthorised access to any page on this Site may be prosecuted and damages may be claimed in the event that INSIGHT CHAMP SOFTWARE suffers any damage or loss.

Clause 9.6 below will limit and excludes obligations, liabilities and legal responsibilities of INSIGHT CHAMP SOFTWARE, and you also indemnify INSIGHT CHAMP SOFTWARE against certain claims and limit and exclude your rights and remedies and this places various risks, liabilities, obligations and legal responsibilities on you.

9.6. To the extent allowed by law, you hereby indemnify INSIGHT CHAMP SOFTWARE against any and all claims arising from your Submission.

10. Privacy Statement

10.1. INSIGHT CHAMP SOFTWARE is committed to safeguarding the privacy of the users of this Site. INSIGHT CHAMP SOFTWARE's Privacy Statement, which is accessible at www.insightchampsoftware.com, is incorporated by reference into these T's & C's, forms part of these T's & C's, and explains the personal information processing practices of INSIGHT CHAMP SOFTWARE insofar as it relates to the Site.

10.2 It may be necessary to capture your personal information and details which may then go into a Customer Relationship Management ("CRM") system. You may be providing information such as your name, email address, company name, telephone number and query details, so you may get access to a document such as an ebook or White Paper, to sign up to a newsletter or to

submit a query, so that an INSIGHT CHAMP SOFTWARE sales or customer service representative may contact you.

10.3 Your captured details could then be used to send out newsletters, company updates via email, or to one of INSIGHT CHAMP SOFTWARE's subsidiaries or divisions in order to follow up a potential sales lead.

10.4 The CRM or forms will identify you as being someone who has opted in to get newsletters, emails and other communications from INSIGHT CHAMP SOFTWARE.

Clause 10.5 below will limit and excludes obligations, liabilities and legal responsibilities of INSIGHT CHAMP SOFTWARE, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

10.5. INSIGHT CHAMP SOFTWARE has reasonable security measures in place to protect against the loss, misuse and interception by third parties of the personal information under our control, but, to the extent permitted by law, INSIGHT CHAMP SOFTWARE assumes no liability for any damages you may suffer as a result of interception, alteration or misuse of information transmitted over the Internet. Please see our Privacy Policy for further details.

11. Consumer Protection Act

11.1. If these T's & C's and/or any goods and/or services provided under these T's & C's are regulated by the Consumer Protection Act No 68 of 2008, as amended, replaced or re-enacted from time to time ("Consumer Protection Act"), it is not intended that any provision of these T's & C's contravenes any provision of the Consumer Protection Act and therefore all provisions of these T's & C's must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

11.2. Nothing in these T's & C's does or purports to limit or exempt INSIGHT CHAMP SOFTWARE from liability for any loss directly or indirectly attributable to the gross negligence of INSIGHT CHAMP SOFTWARE or any person acting for or controlled by INSIGHT CHAMP SOFTWARE where the law does not permit this and this clause also does not require you to assume the risk or liability for this kind of loss where the law does not permit this.

12. Agreements in Terms of Section 21 of the Electronic Communications and Transaction Act

12.1. No information or data on this Site constitutes an offer to do business, but is merely an invitation to do business.

12.2. No agreements shall be concluded merely by sending a data message to this Site or its owners. Valid agreements will require an acceptance of an offer by INSIGHT CHAMP SOFTWARE.

12.3. No e-mail message shall be deemed to have been received by INSIGHT CHAMP SOFTWARE until a response has been issued from INSIGHT CHAMP SOFTWARE. An automated response from INSIGHT CHAMP SOFTWARE shall not satisfy this requirement.

13. Information in terms of Section 43(1) of the Electronic Communications and Transactions Act

13.1. In the event that the user is an individual and INSIGHT CHAMP SOFTWARE offers him goods or services for sale, hire or exchange by way of electronic transactions from, by or through the Site, INSIGHT CHAMP SOFTWARE makes the following information available to the user, in terms of Section 43(1) of the Electronic Communications and Transactions Act, no. 25 of 2002 as amended (“the Act”):

a. Full name: Insight Champ Software (Pty) Ltd (INSIGHT CHAMP SOFTWARE or the Group), worldwide including subsidiaries and affiliates

b. Legal status: Registered private company

c. Physical address: 18 Diamant Street, Silverfields Park, Krugersdorp, South Africa, 1739

d. Web-site address: www.insightchampsoftware.com;

e. E-mail address icspayroll@insightchampsoftware.com.

f. Membership of any self-regulatory or accreditation bodies to which INSIGHT CHAMP SOFTWARE belongs or subscribes and the contact details of that body: Not applicable.

g. Code of conduct to which INSIGHT CHAMP SOFTWARE subscribes and how that code may be accessed electronically by

the user: The corporate codes of conduct of INSIGHT CHAMP SOFTWARE are available on its integrated annual report and/or the Site.

h. Registration number 1947/024583/06.

i. Names of directors: As published in the integrated annual report and/or www.insightchampsoftware.com.

j. Place of registration: Republic of South Africa.

k. Physical address where INSIGHT CHAMP SOFTWARE will receive legal service of documents: 4 Sherborne Road, Parktown, Johannesburg, South Africa, 2193.

l. Description of the main characteristics of the goods or services offered by INSIGHT CHAMP SOFTWARE to enable the User to make an informed decision on the proposed electronic transaction: INSIGHT CHAMP SOFTWARE provides information technology related products and services over a wide range of industries and markets.

m. Full price of the goods or services, including transport costs, taxes and any other fees or costs: As provided to the user per quote, tender or otherwise

n. Manner of Payment: As advised to the user by INSIGHT CHAMP SOFTWARE in the agreement, quote, tender, or otherwise

o. Any terms of agreement, including any guarantees, that will apply to the transaction and how these terms may be accessed, stored and reproduced electronically by the User: As advised to the user by INSIGHT CHAMP SOFTWARE in the agreement, quote, tender, or otherwise

p. The time within which the goods will be dispatched or delivered or within which the services will be rendered: As advised to the user by INSIGHT CHAMP SOFTWARE in the agreement, quote, tender, or otherwise

q. The manner and period within which the User can access and maintain a full record of the transaction: As advised to the user by INSIGHT CHAMP SOFTWARE in the agreement, quote, tender, or otherwise

- r. The return, exchange and refund policy of INSIGHT CHAMP SOFTWARE: As advised to the user by INSIGHT CHAMP SOFTWARE in the agreement, quote, tender, or otherwise
- s. The alternative dispute resolution code to which INSIGHT CHAMP SOFTWARE subscribes and how the wording of that code may be accessed electronically by the User: As advised to the user by INSIGHT CHAMP SOFTWARE in the agreement, quote, tender, or otherwise
- t. The security procedures and privacy policy of INSIGHT CHAMP SOFTWARE in respect of payment, payment information and personal information: The INSIGHT CHAMP SOFTWARE manual in terms of the Promotion of Access to Information Act, 2 of 2000, is downloadable from the Site under the “PAIA Manual”/”Access to Information” section. Further, this information is as advised to the user by INSIGHT CHAMP SOFTWARE in the agreement, quote, tender, or otherwise
- u. Where appropriate, the minimum duration of the agreement in case of agreements for the supply of products or services to be performed on an ongoing basis or recurrently: As advised to the user by INSIGHT CHAMP SOFTWARE in the agreement, quote, tender, or otherwise
- v. The rights of the User in terms of Section 44 of the Act where applicable: The section provides as follows:
- “Section 44. Cooling-off period: (1) A consumer is entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply of goods within seven days after the date of the receipt of the goods; or of services within seven days after the date of the conclusion of the agreement. (2) The only charge that may be levied on the consumer is the direct cost of returning the goods. (3) If payment for the goods or services has been effected prior to a consumer exercising a right referred to in subsection (1), the consumer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation. (4) This section must not be construed as prejudicing the rights of a consumer provided for in any other law.” The User should kindly visit the INSIGHT CHAMP SOFTWARE group subsidiary company or division web sites for details, where he/she

transacts electronically with that group subsidiary company or division.

14. General

14.1. These T's & C's constitute the sole record of the agreement between you and INSIGHT CHAMP SOFTWARE in relation to the subject matter hereof. Neither you nor INSIGHT CHAMP SOFTWARE shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and INSIGHT CHAMP SOFTWARE in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon INSIGHT CHAMP SOFTWARE unless agreed to in writing by INSIGHT CHAMP SOFTWARE. No indulgence or extension of time which INSIGHT CHAMP SOFTWARE may grant to you will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of INSIGHT CHAMP SOFTWARE in terms hereof, save in the event or to the extent that INSIGHT CHAMP SOFTWARE has signed a written document expressly waiving or limiting such rights.

14.2. INSIGHT CHAMP SOFTWARE shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these T's & C's to any third party without notice to you.

14.3. To the extent permitted by law, INSIGHT CHAMP SOFTWARE may update these T's & C's from time to time and you are responsible for periodically reviewing the most current version on the Site. To the extent permitted by law, your continued use of the Site will be deemed your conclusive acceptance of the updated T's & C's. INSIGHT CHAMP SOFTWARE reserves the right to change or delete any information, features or contents of the pages of the Site at any time and without notice. Notwithstanding the provisions of this clause, to the extent that any such change or deletion relates to any information, features or contents for which you have paid or are required to pay any consideration, INSIGHT CHAMP SOFTWARE will use its reasonable endeavours to exercise this right on notice to you.

14.4. All provisions of these T's & C's are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these T's & C's which is or becomes unenforceable in any jurisdiction, whether due to non-availability, invalidity, illegality, unlawfulness or for any reason whatsoever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these T's & C's shall remain of full force and effect.

14.5 This Site is created, hosted, maintained and controlled in the Republic of South Africa and as such you agree that the laws of the Republic of South Africa and the jurisdiction of the South African courts govern these T's & C's, any disclaimers, copyright and use statements contained in the Site, and any legal matter resulting from the use or inability to use this Site, without giving effect to any principle of conflict of laws. Notwithstanding the foregoing, INSIGHT CHAMP SOFTWARE may seek recourse in any jurisdiction worldwide in order to restrain the unlawful use of any of the material contained in the Site.

14.6. All disputes in terms of the use of this Site or any agreement flowing therefrom, or relating to the inability to use this Site, will be referred at the sole discretion of INSIGHT CHAMP SOFTWARE either to adjudication in the High Court of South Africa, or to arbitration in terms of the UNCITRAL Rules of Arbitration and such arbitration shall be held in Johannesburg, South Africa and conducted in the English language.

14.7. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, INSIGHT CHAMP SOFTWARE shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the services or content provided from and through this Site. Furthermore, INSIGHT CHAMP SOFTWARE makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be uninterrupted and error free.

14.8. This Site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy him or herself, prior to

entering into this agreement with INSIGHT CHAMP SOFTWARE, that the service available from and through this Site will meet the user's individual requirements and be compatible with the user's hardware and/or software.