

TERMS AND CONDITIONS OF SERVICE – DEVELOPMENT

INTRODUCTION

SearchKings™ will provide professional services as laid out in the agreement below. The terms in the Proposal, as read with these Terms and Conditions (“Agreement”/“Terms”) shall apply to all of the Services provided by SearchKings™ Africa (“SK” / “We / Us” / “Ourselves”) and You, the Customer (“the Customer” / “You” / “Your”).

1. DEFINITIONS

The following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:

- 1.1. “**Agreement**” shall mean these Terms and Conditions of Service together with all Addendums hereto.
- 1.2. “**Additional SearchKings™ Terms**” shall mean the terms of any Proposals, Engagement Letters, contract renewals, or written amendments to this Agreement, as agreed between Ourselves and You from time to time.
- 1.3. “**Content**” shall mean any and all information, and imagery essential for website design and development purposes. This information includes, but is not limited to: text copy, product details, pictures, videos, company profiles, lists, databases, documents, data files, graphics, images, sounds, songs, videos, GIF’s or other content of any nature whatsoever;
- 1.4. “**Customer Data**” shall mean all Personal Information of Data Subjects, as well as any other Content, resources or IP provided to Us, by You, for the provision of the Services, or otherwise collected by Us, on Your behalf, in providing the Services;
- 1.5. “**Customer Personal Information**” shall mean all Personal Information belonging to the Customer in his/her/its capacity either as a natural person, or as a juristic person;
- 1.6. “**Data Protection Laws**” shall mean all South African legislation and regulations protecting the fundamental rights and freedoms of individuals in respect of their right to privacy with respect to the processing of personal information – in particular, the Protection of Personal Information Act, 2013;
- 1.7. “**Data Processing Agreement**” shall mean the agreement entered into between Ourselves and You, which outlines the various terms applicable to Processing activities conducted by and between Ourselves and Yourself.
- 1.8. “**Data Subject**” shall mean any person to whom Personal Information relates;
- 1.9. “**Engagement Letter**” shall mean the letter received by You after accepting Our Proposal for SearchKings™ Services;
- 1.10. “**Fees**” shall mean all once-off and recurring fees applicable to Our Services, including but not limited to all fees for any: monthly retainers; mock-ups; alterations; website rentals; website hosting; and domain renewals.

- 1.11. **“Intellectual Property”** shall mean any know-how (not in the public domain), invention (whether or not patented), design, trade mark (whether or not registered), or copyright material (whether or not registered), goodwill, processes, process methodology and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property. For the purposes of this definition, “Copyright Material” means any material in which copyright subsists;
- 1.12. **“Parties”** shall mean Us, SearchKings™ (Pty) Ltd, and You, the Customer, collectively. The term ‘Party’ shall mean either Ourselves or You, as determined by the context.
- 1.13. **“Personal Information”** shall mean any information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 1.14. **“Process/Processing”** shall mean any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including – (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;
- 1.15. **“Proposal”** shall mean the proposal accepted by You when requesting Services from SearchKings™;
- 1.16. **“Services”** shall mean any development and associated services which We provide to You pursuant to this Agreement, as described more fully in Clause 4.1;
- 1.17. **“SearchKings™”** means SearchKings™ Africa (Pty) Ltd (Reg No: 2012/160541/07); and
- 1.18. **“Third-Party”** shall mean any other natural or juristic person that is not You, the Customer, or Ourselves;

2. ACCEPTANCE OF THESE TERMS AND CONDITIONS

- 2.1. These Terms and Conditions, as read with any Additional SearchKings™ Terms, shall constitute a valid and binding Agreement between the Parties.
- 2.2. You agree to be bound by any affirmation, assent, communication or agreement that You provide electronically to SearchKings™.
- 2.3. You agree that, when in the future You click on “I agree,” “I Consent,” “Submit,” or other similarly worded “button” or entry field with Your mouse, keystroke or other computer device, Your agreement or consent will be legally binding and enforceable and the legal equivalent of Your handwritten signature.
- 2.4. Upon acceptance of Our Proposal and these Terms, You will receive an email containing a PDF copy of this Agreement as well as two links: one for Our online questionnaire and another for Our secure payment platform. Our monthly management fee and initial onboarding fees will be processed against Your credit card so as to begin on-boarding Your SearchKings™ account onto Our system.

3. DURATION, RENEWALS & CANCELLATIONS

- 3.1. This Agreement shall commence upon acceptance of Our Proposal.
- 3.2. **Duration:** Except where specifically provided for in this Agreement, this Agreement will subsist and will be enforceable so long as Our Services are being provided to You. In this regard, Our Proposal and Engagement Letter set out the duration of this Agreement and for which You will receive Our Services. Where no fixed-term duration has been provided, this Agreement and Our Services will automatically default to a month-to-month duration.
- 3.3. **Renewals:** Any terms of renewal agreed upon between Ourselves and You will be detailed in Our Proposal and Engagement Letter.
- 3.4. **Cancellation:** this Agreement and Our Services may be cancelled at any time after the first 90 days, upon 1 (one) calendar month written notice to Ourselves.

4. SERVICES

- 4.1. The SearchKings™ Services governed by this Agreement include the following:
 - 4.1.1. Visual Design/Website Design and Development;
 - 4.1.2. Website Consulting;
 - 4.1.3. Website Hosting; and
 - 4.1.4. Website Software Services.
- 4.2. We undertake to render the Services to You as set out in this Agreement. Where You require Us to render additional Services to You that are not included in a Proposal or Engagement Letter, We will not be obliged to render any additional Services to You unless reduced to a written agreement between ourselves, which may take the form of an additional Proposal or quote delivered by Us to You detailing such additional Services.
 - 4.2.1 A quotation provided by SearchKings™ to the Customer is valid for **14 (fourteen)** calendar days from the date of delivery of the quotation. Such delivery date will be stipulated on the said quotation, and it does not include domain name registration

fees, hosting fees or copywriting charges unless otherwise agreed and specified in writing between the Customer and SearchKings™.

- 4.2.2 The Customer shall accept the quotation provided to it by SearchKings™ by paying **50% (fifty percent)** of the total quoted South African Rand (ZAR) value as a deposit to SearchKings™' stipulated bank account details (as provided for in a quotation). A further 25% is payable after the design process is completed and signed off. The final 25% balance is payable on completion of the project.
- 4.2.3 We reserve the right to amend any estimated quoted costs and fees as contained in the Proposal prior to commencement of any additional Services.
- 4.3. Where You wish to request revisions to any work delivered to You by Us, We reserve the right to charge You for such revisions at Our normal rate, or at a rate as agreed to between Us in writing (See Clause 5 for Alteration Pricing).

5. DEVELOPMENT PROCESS & CONTENT

Website Mockups

- 5.1. You will receive two website mockups (home page & products/services page) for approval or revisions.
- 5.2. Four hours of design work for revisions are included in Your initial deposit.
- 5.3. You agree and understand that You will be held liable to a charge of **R850.00** (eight hundred and fifty rands), excluding VAT, per hour, should changes to the website mockups be required, in addition to the four hours provided.

Proofing of Final Project

- 5.4. To limit errors in artwork, designs will not go to production until they have been finally approved by You in writing. We will not be held liable for any errors following Your final approval of any artworks, designs or layouts thereof.

Changes and Edits

- 5.5. You agree that You will be held liable to a charge of **R850.00** (eight hundred and fifty Rand), excluding VAT, per hour, should any changes to one or more of the deliverables provided to You as part of Our Services be required that go beyond the mock-ups and revisions of a draft-design. You will be required to sign-off on each amendment required.
- 5.6. You agree that We will not be held responsible for any amendments to any website provided as part of Our Services, that are made by any third-party before or after a website is published by Ourselves.

Content

- 5.7. We will not be held liable for a delay in the supply of Services (and associated products or deliverables) owing to a failure by You to, within 14 (fourteen) calendar days from the time it is requested, supply Us with the required Content.
- 5.8. Designs will not go to production until they have been finally approved by You, in writing. We will not be held liable for any errors following Your final approval thereof.

- 5.9. Should You fail to provide Us with the required Content and information within 90 (ninety) calendar days of Your deposit being paid, We reserve the right to impose a surcharge of 25% (twenty five percent) of the invoice amount at Our sole discretion.

6. FEES & PAYMENT FOR SERVICES

Fees

- 6.1. As described in Our Proposal and Engagement Letter, by utilising Our Services You will be responsible for various Fees.
- 6.2. Our Fees are subject to an annual price increase at Our sole discretion. Such price increases will be communicated to you in advance.
- 6.3. We reserve the right to amend any estimated quoted costs and Fees as contained in the Proposal prior to commencement of any Services.
- 6.4. All Fees contained in Our Proposals and Engagement Letters are exclusive of VAT.

Discounts

- 6.5. Where You choose a fixed-term duration to receive one or more of Our Services, We may offer You a discount on Our fees. Such discounts will be detailed in Our Proposal and Engagement letter to You and are entirely at Our sole discretion.

Monthly Retainers

- 6.6. Monthly website retainers include updates and maintenance. **Any hours not used shall not be carried over into the next month and shall reset to the contractual amount on the first day of the next month.**

Website Hosting, Website Rental, Website Purchase & Domain Renewal

- 6.7. All Fees for any of Our Services, including but not limited to: website hosting, website rental, once-off website purchases and domain renewals, are described in Our Proposal and Engagement Letter.
- 6.8. **If you choose to cancel this Agreement for Our Services before the expiry of this Agreement, and all of our Fees and the purchase price of one or more website/s have not been paid for, We will unpublish and restrict access to Your website.**

Payment

- 6.9. The method of payment for all Fees associated with Our Services are described in Our Proposal and Engagement Letter. The default payment method is via credit card transactions through a payment-gateway.
- 6.10. In return for the Services rendered, You undertake to make payment to Us of all amounts that become due, owing and payable in terms of this Agreement. Where a payment due to Us has not been received for any reason, You undertake to make payment via an alternative method and provide Ourselves with proof of payment within 3 (three) business days.

- 6.11. **Non-payment of Our Fees within a period of 3 (three) business days, shall result in Your website being paused/unpublished until payment is received.**
- 6.12. You shall not be entitled to withhold payment of any amount payable to Us in terms of this Agreement for any reason whatsoever.
- 6.13. We shall be entitled to charge interest on all unpaid and overdue amounts at the rate of 2% above the prime interest rate, which interest shall be calculated monthly in arrears on all overdue amounts. Any interest not paid shall be capitalized on the last day of each month. Interest shall becoming due, owing and payable after 30 days of non-payment.

7. PAYMENT ACQUISITION AND INVOICES

- 7.1. We make use of an independent Third-Party payment gateway to process all credit card transactions for SearchKings™ Services. We do not process any financial information or credit card transactions on behalf of Our Customers.
- 7.2. Card transactions will be acquired for SearchKings™ via walletdoc.com who are the approved payment gateway for all South African acquiring banks.
- 7.2.1. Walletdoc.com uses the strictest form of encryption, namely: Secure Socket Layer 3 (SSL3) and no Card details are stored on the website.
- 7.2.2. Customers may go to walletdoc.com to view their security certificate and security policy.
- 7.2.3. Transaction currency is South African Rand (ZAR).
- 7.3. Customers are advised to familiarise themselves with the terms, conditions and privacy practices of the Third-Party payment gateways provided before proceeding with a credit card transaction for Our Services. By using the Services of a Third-Party payment gateway, Customers understand and agree that use thereof is entirely at their own risk and cost.
- 7.4. We disclaim all responsibility for, and shall in no way be liable for, the manner in which Your financial and credit card information (including Personal Information) is processed by a Third-Party payment gateway.
- 7.5. All invoices and / or statements rendered by Us shall be deemed to be correct and conclusive proof of all amounts owing by You, unless disputed in writing, by You, within 10 (ten) days after We furnish the invoices and / or statement.

8. SEARCH ENGINE OPTIMISATION (SEO)

- 8.1. When providing Our Services, We will provide a basic Yoast SEO setup including descriptions, structure, and basic content recommendations as well as Google Analytics integration for all websites developed. SearchKings™ does not guarantee search positions or rankings of websites.
- 8.2. If required, a comprehensive SEO strategy may be arranged for You through one of Our outsourced experts.

9. INTELLECTUAL PROPERTY

Ownership of IP

- 9.1. Where You provide any IP to Us pursuant to this Agreement (including by providing Us with Content to be used in providing You Our Services), You warrant that You have all necessary permissions and authorisations to do so. In such cases, there shall be no transfer of Intellectual Property Rights and You and/or any applicable Third-Parties will retain ownership of said Intellectual Property Rights.
- 9.2. Ownership in any and all IP (including all websites developed and all derivative works and enrichment of Customer Data) created by Us pursuant to this Agreement and the provision of any Services, shall vest in Us exclusively.
- 9.3. **Transfer of ownership in the IP of one or more website/s developed as part of Our Services will only occur after all applicable Fees have been paid for the respective website/s and you have purchased the website/s from Ourselves** – the Fees for which are described in Our Proposal and Engagement Letter.
- 9.4. **Unless explicitly provided for in this Agreement, there shall be no other transfer of IP from Us to You, regardless of whether such IP existed prior to this Agreement or was created during the term of this Agreement or anytime thereafter.**

Third-Party IP

- 9.5. You hereby warrant that Our use of any IP delivered by You, to Us (including any Content provided to Us), will not violate any Third-Party Intellectual Property Rights. You indemnify, hold Us harmless and assume full responsibility and liability for any and all IP infringement claims that may arise as a result of Our use of any IP provided by You, to Us.
- 9.6. Notwithstanding any other terms in this Agreement, We reserve the right, at any time, to terminate this Agreement in the event of a violation (whether repeated or not) of any of Our Intellectual Property Rights or those of a Third-Party.

10. DATA PROTECTION LAW COMPLIANCE

- 10.1. We Process Personal Information relating to You (as a natural or juristic person) in line with applicable Data Protection Laws, governed by Our Privacy Policy, Our Data Processing Agreement, and any legislation as it may apply. Your election to use Our Services indicates your acceptance of the terms of Our Data Processing Agreement.
- 10.2. By providing Us with any Customer Data (which includes Customer Personal Information), You warrant that You are legally entitled to do so in accordance with applicable Data Protection Laws (you have a lawful basis to Process and share such Personal Information with Us), and that Customer Data is up to date, and accurate. Furthermore, you hereby agree to defend, indemnify and hold Us, Our officers, directors, employees, agents, contractors, and suppliers harmless from and against any claims, damages, actions, losses, liabilities or expenses including without limitation: loss of profits; direct, indirect, incidental, special, consequential or punitive damages; including all legal fees, on an attorney-and own-client scale, resulting from Our use of Your Customer Data in providing You the Services.
- 10.3. We do not maintain copies of any Content that You provide to Us for longer than is necessary to provide You with Our Services. Where we no longer require Your Content or Customer Data in order to provide You with Our Services, We will delete the data.

11. RESOLUTION OF GRIEVANCES / REQUESTS FOR SUPPORT / FEEDBACK

- 11.1. Any request for support may be made by sending an email to info@searchkingsafrica.com.
- 11.2. We undertake to respond to requests for technical support between 8am and 6pm and within 48 hours from receipt of such requests. However, where a request is received on a Friday; Saturday; Sunday; public holiday; or any working day prior to a public holiday, SearchKings™ Service will respond to the request during the course of the following working day.

12. SUBCONTRACTING

- 12.1. We shall have the right to appoint subcontractors to perform any or all parts of the Services, in Our sole discretion. Notwithstanding this right, We shall remain obliged to fulfil all obligations to You in terms of this Agreement.
- 12.2. Where We appoint a subcontractor and such subcontractor is required to Process any Customer Data or Customer Personal Information, the subcontractor will be required to bind itself to a Data Processing Agreement which subjects the subcontractor to confidentiality, non-disclosure and security requirements.

13. BREACH AND TERMINATION

- 13.1. Should You breach any provision of this Agreement and fail to remedy such breach within 30 (thirty) days of receiving written notice from Us requiring You to do so, then We shall be entitled, without prejudice to any other rights that We may have, whether under this Agreement or in law, to cancel this Agreement immediately on written notice to You or to claim immediate specific performance of all of Your obligations, whether or not due for performance, in either event without prejudice to Our right to claim damages.
- 13.2. Where this Agreement has been terminated immaturely, You will be required to settle all outstanding Fees owing to Us for the provision of the Services, including all Fees for the month in which a notice of termination has been delivered. In addition, You will be required to purchase the website/s that have been developed.

14. WARRANTIES

In addition to any other warranties provided for or disclaimed in this Agreement:

Capacity to Contract

- 14.1. The Parties warrant that they are under no disability or restriction, whether contractual or otherwise, to conclude this Agreement and that they are duly authorised and legally entitled to enter into this Agreement on the terms as contained herein.
- 14.2. Your signatory of this Agreement warrants that he/she is duly authorised to sign this Agreement on Your behalf.

Usage

- 14.3. We specifically disclaim all implied warranties of fitness for a particular purpose, merchantability, non-infringement and accuracy. We do not warrant that the Services will be error free and operate without disruption. We make no representations or warranties with respect to any Third-Party applications.

Accuracy

- 14.4. You warrant that all information provided to Us, including but not limited to Your identity and details, as well as any other information provided for the purposes of Our Proposal and Engagement Letter, are accurate.
- 14.5. We do not make any warranties as to the accuracy, completeness or reliability of any information on any website/s that we develop for You as part of Our Services.
- 14.6. You warrant that all Content provided by You, to Us, for the purposes of providing You the Services, are accurate. Accordingly, You are responsible for and warrant the accuracy of the following non-exhaustive list of website information:
- 14.6.1. sales tax calculation;
 - 14.6.2. product pricing & descriptions;
 - 14.6.3. product images;

- 14.6.4. shipping charges;
 - 14.6.5. website copy;
 - 14.6.6. contact information;
 - 14.6.7. email communications;
 - 14.6.8. electronic payment processing;
 - 14.6.9. Social media information
 - 14.6.10. Company Logo's and those of Third-Parties;
 - 14.6.11. Server FTP login Details;
 - 14.6.12. Existing website backend login details; and
 - 14.6.13. Legal and regulatory policies and notices (including Your return and refund, shipping, privacy and cookies policies, where applicable).
- 14.7. We may provide project specifications and timeframes for delivering Our products and services but We make no warranties to complete or deliver same within the timeframes indicated by the quote.

Regulatory Compliance on Websites

- 14.8. We make no warranties as to the regulatory compliance of any website/s that We develop for You. It is Your sole and entire responsibility to ensure that the required legal and regulatory policies and notices are provided to ourselves so as to be upload onto Your website/s.
- 14.9. We do not and will not warrant, confirm or endorse the legal effect of any legal or regulatory policies or notices that are uploaded onto Your website.

Security on Websites

- 14.10. We make no warranties as to the safety, security and cyber-integrity of any third-party plugins, applications, application programme interfaces (API's), code, links or audio-visual assets of any website that We develop for You as part of Our Services.
- 14.11. We do not make any warranties for, or on behalf of Our service providers. We cannot and will not warrant that any website/s that We have developed and/or are hosting, will be free from down-time, speed degradations, cyberattack, cybersquatting or any other malicious activity.
- 14.12. Where We share login credentials with You for one or more websites, You warrant that you have implemented sufficient measures to secure access to these websites and that You have not and will disclose Your logon credentials to any Third-Party. Securing access to the website is Your responsibility and We disclaim all liability with regard thereto. You are responsible for all activities (whether by Yourself or by others) that occur on Your website/s once live.

15. INDEMNITIES

In addition to any other indemnities provided for in this Agreement:

- 15.1. YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND TO COOPERATE WITH US AS FULLY AS REASONABLY REQUIRED IN THE DEFENCE OF ANY CLAIM AGAINST US, AND AGAINST ANY**

AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING FROM OR RELATING TO:

15.1.1. CLAIMS BY ANY THIRD-PARTIES RELATING TO ANY INTELLECTUAL PROPERTY RIGHTS INFRINGEMENTS ARISING OUT OF OUR USE OF CUSTOMER DATA OR CONTENT IN PROVIDING YOU OUR SERVICES;

15.1.2. CLAIMS BY ANY THIRD-PARTIES (INCLUDING DATA SUBJECTS) RELATING TO OUR USE OF ANY CUSTOMER DATA OR CUSTOMER PERSONAL INFORMATION IN PROVIDING YOU OUR SERVICES;

15.1.3. CLAIMS BY ANY THIRD-PARTIES (INCLUDING DATA SUBJECTS) ARISING OUT OF A CYBERSECURITY INCIDENT ON YOUR WEBSITE/S; AND/OR

15.1.4. UNLAWFUL OR NEGLIGENT ACTIONS OCCASIONED BY YOU IN RELATION TO THIS AGREEMENT.

15.2. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE AND IN OUR SOLE DISCRETION, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

16. LIMITATION OF LIABILITY

16.1. SEARCHKINGS NOR ITS PARENTS, SUBSIDIARIES OR AFFILIATES WILL BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER SO ARISING.

16.2. OUR ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT WILL BE LIMITED TO THE SPECIFIC CAUSE OF ACTION THAT GIVES RISE TO THE LIABILITY.

17. LEGAL COSTS

Where We take any steps against You for the recovery of any amount owed by You to Us in terms of the Agreement, You shall pay all of Our legal costs, including all disbursements made by Us or Our legal representatives on Our behalf and tracing and collection costs, on the scale as between attorney and own Customer.

18. DOMICILIUM AND NOTICES

18.1. The Parties choose as their *domicilium citandi et executandi* the addresses as they appear on the Proposal for the service of any process and notice arising out of or in connection with this Agreement.

18.2. Any notices to be served in terms of this Agreement shall be in writing and shall be sufficiently served if sent to the Party to be served at the addresses contained on the instructing letter, by hand, by prepaid registered post, by telefax or by e-mail. The date of delivery (if by hand, telefax or email) shall be deemed to be the date of service, transmission or sending thereof. The date of delivery shall be deemed to be 7 (seven) days after the date of posting, if mailed by registered mail.

19. ARBITRATION

Without any restriction on Your rights to pursue legal recourse in the applicable forum, You agree that any disputes of fact regarding this Agreement or the Services, that cannot be resolved amicably, shall first be referred to confidential arbitration in terms of the Rules of the Arbitration Foundation of Southern Africa (AFSA) and such arbitration shall be conducted in English.

20. WHOLE AGREEMENT

This Agreement, in conjunction with any Additional SearchKings™ Terms, constitute the sole record of the Agreement between the Parties and supersedes all previous Agreements. Neither Party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded herein.

21. INTERPRETATIONAL CONFLICT

Unless otherwise stated in this Agreement, in the event of any interpretational conflict between the terms of this Agreement or any Additional SearchKings™ Terms, the meaning of the provisions of this Agreement will take precedence.

22. NO VARIATION

No addition to, variation of, novation, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

23. NO INDULGENCE

No indulgence which either Party may grant to the other Party shall constitute a waiver of any of the rights of either Party.

24. SEVERABILITY

If any part of this Agreement is determined to be invalid or unenforceable by a court of a competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

25. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by the laws of the Republic of South Africa. You hereby consent to the jurisdiction of the Magistrate's Courts to determine any action or proceeding arising out of this Agreement, notwithstanding that the amount of any such claim or the value of the subject matter of such action or proceeding may otherwise be beyond the jurisdictional limit of the Magistrate's Courts. Notwithstanding the above, We shall be entitled to institute legal proceedings in the High Court of South Africa or any other court with competent jurisdiction.

26. CHANGES TO THIS AGREEMENT

We may alter this Agreement at any time, in which case any amended terms shall be effective immediately upon the sharing of the revised Agreement and any subsequent activity in relation to Our Services shall be governed by such amended terms.

This Agreement was last updated on 02 June 2021.

27. INFORMATION COMPLIANCE

In accordance with Section 43 of the Electronic Communications and Transactions Act, 2002, the following table contains further information on the SearchKings™ Service.

| | |
|---|---|
| Full Name | SEARCH KINGS AFRICA (PTY) LTD |
| Legal Status | Private Company |
| Registration Details | 2012 / 160541 / 07 |
| Place of Registration | JOHANNESBURG SOUTH AFRICA |
| Directors | PERLSTEIN, BRETT JASON, PERLSTEIN, DAVID MAX |
| Physical Address | 52 CORLETT DRIVE GROUND FLOOR THE OVAL WANDERERS OFFICE PARK, ILLOVO SANDTON, GAUTENG, 2196 |
| Postal Address | 52 CORLETT DRIVE GROUND FLOOR THE OVAL WANDERERS OFFICE PARK, ILLOVO SANDTON, GAUTENG, 2196 |
| Physical Address for receipt of legal documents | 52 CORLETT DRIVE GROUND FLOOR THE OVAL WANDERERS OFFICE PARK, ILLOVO SANDTON, GAUTENG, 2196 |

| | |
|---|--|
| Telephone Number | 010 140 1131 |
| E-mail address | info@searchkingsafrica.com.com |
| Website Address | www.searchkingsafrica.com |
| Membership to self-regulatory and/or accreditation bodies | N/A |
| Description of services offered | As set out in our Engagement Letter |
| Terms of Service | As set out above |
| Privacy Policy | https://www.searchkingsafrica.com/privacy-policy/ As set out above |