

VERIFYNOW DOT INFO (PTY) LTD TERMS AND CONDITIONS OF USE AND SERVICE AGREEMENT

The following are the terms and conditions of Verifynow dot Info (Proprietary) Limited registration number 2001/000473/07 (hereinafter referred to as "Verifynow" or "Verifynow dot Info") for use of the Verifynow dot Info Service ("the Service") by any Customer / Subscriber / User / Visitor (hereinafter referred to as "the User" or "the Subscriber").

IMPORTANT: In terms of section 11 of the Electronic Communications and Transactions (ECT) Act 25 of 2002 and the common law of contract, these terms and conditions are valid binding and enforceable against all persons that access the Verifynow dot Info website, web pages, application software or any part thereof. If you do not agree to be bound by these terms and conditions you may not use the Verifynow dot Info website or application software. Reasonable use of the Verifynow dot Info website and application software shall automatically bind the user to this agreement.

By accessing any part of the Verifynow dot Info service, the user is agreeing to all the terms and conditions of this service agreement, and consent to be bound by and become a party to this service agreement. Should the user not agree to all the terms and conditions of this service agreement, or cannot comply with these terms and conditions, he/she/it should close the browser window or software application window; therefore terminating the registration process wilfully, and agreeing to stop all use of the service and surrendering any and all authority to use the service.

If the user is deemed to have ordered the service, Verifynow dot Info's acceptance is expressly conditioned upon assent to all the terms and conditions of this service agreement, to the exclusion of all other terms; if these terms are considered an offer by Verifynow dot Info, acceptance is expressly limited to these terms. The user agrees that all terms and conditions herewith published shall be binding and that should there be a contradiction between product-specific terms and conditions, and general terms and conditions, the product-specific terms and conditions shall apply.

USE OF PROPRIETARY SOFTWARE

(1)

Subject to the terms and conditions of this Service Agreement and South African Law, Verifynow dot Info grants the User an individual, personal, non-sub licensable, non-exclusive and non-transferable license ("the License") to use its proprietary software and/or application service or software, in object code form only, and only in accordance with the applicable end user documentation, if any, and only in conjunction with the Verifynow dot Info Service Agreement. The User will not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to establish the source code or underlying ideas or algorithms of the software; modify, translate, or create derivative works based on the software/ application; or copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the software/application; use the software/application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels with regard to Verifynow dot Info products and/or services. As between the parties, the User acknowledges that Verifynow dot Info, and its licensors retain ownership of all propriety applications, software, intellectual property "IP" (Intellectual Property) and any portions or copies thereof, and all rights therein. Upon termination of this Service Agreement for any reason, this License will terminate and the User shall destroy and cease to use all software and applications. The software is provided and applications are offered, "as is" and subject to the warranty disclaimers and limitations of liability found in this service agreement and subject to testing by the user or users prior to entering into this agreement.

SUBSCRIBER / AGENT ACCOUNT, PASSWORD, AND SECURITY.

(2)

(2.1)

- (2.1.1) Where you are required to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form.
- (2.1.2) You also will choose a password and a user name and other personal and / or relevant information. You are entirely responsible for maintaining the confidentiality of your password and account.
- (2.1.3) Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Verifynow dot Info immediately of any unauthorized use of your account or any other breach of security.
- (2.1.4) Verifynow dot Info will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Verifynow dot Info or another party due to someone else using your account or password.
- (2.1.5) You may not use anyone else's account at any time, without the permission of the account holder.

(2.2)

- (2.2.1) The network resources may not be used to impersonate another person or misrepresent authorization to act on behalf of others or the Provider. All messages transmitted or data shared via the Provider's service should correctly identify the sender; the Subscriber may not alter the attribution of origin in electronic mail messages or posting or sharing of data. The Subscriber must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.
- (2.2.2) Although the Provider's service is protected by means of various security systems, it is the responsibility of the Subscriber to make sure that data protected by means of access codes, that such access codes be kept secret and only shared with Third Parties whom the Subscriber wish to give access to such data. It is in the interest of the Subscriber to only make data available to Third Parties on an "as and when required" basis and not to make data permanently available with the same access code for prolonged periods of time. Data access codes should be changed frequently and only activated "as and when required". It is also the sole responsibility of the Subscriber to keep all account access codes and log in information secret and not to share such codes or access information with any Third Party, colleagues, associates, partners, friends or family members.
- (2.2.3) Use of distribution lists via unsolicited electronic mail or other electronic mailings is strictly prohibited. The Provider reserves the right to deactivate the Subscriber's account(s) upon an indication of such activity. The Subscriber hereby agrees to indemnify and hold harmless the Provider from any claim resulting from the Subscriber's or another party's use of electronic mail service(s) on the Subscriber's account(s).

NO UNLAWFUL OR PROHIBITED USE.

(3)

As a condition of your use of the services of Verifynow dot Info, you will not use the services of Verifynow dot Info for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the services of Verifynow dot Info in any manner that could damage, disable, overburden, or impair any server of Verifynow dot Info, or the network(s) connected to any server of Verifynow dot Info, or interfere with any other party's use and enjoyment of any services offered by Verifynow dot Info. You may not attempt to gain unauthorized access to any services of Verifynow dot Info, other accounts, computer systems or networks connected to any Verifynow dot Info server or to any of the services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the services of Verifynow dot Info.

SYSTEM SECURITY AND INTEGRITY

(4)

Verifynow Dot Info will do its best to secure all data downloaded onto any database under its control. This might include the installation of firewalls, virus protection systems, online monitoring and whatever other measures that Verifynow Dot Info deem necessary to protect the data stored on its servers.

USE OF SERVICES

(5)

The services of Verifynow dot Info may contain documents and/or image files or other data and material. You agree to use Verifynow dot Info only to post documents and/or image files, data and material that are proper and, when applicable, related to the particular services rendered by Verifynow dot Info.

(5.1) By way of example, and not as a limitation, you agree that when using Verifynow dot Info, you will not:

- (5.1.1) Use the services of Verifynow dot Info in connection with contests, spamming, surveys, chain letters, pyramid schemes, junk email or any duplicative or unsolicited messages (commercial or otherwise).
- (5.1.2) Defame, harass, stalk, abuse, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- (5.1.3) Publish, upload, distribute, post or disseminate any inappropriate, defamatory, obscene, profane, indecent or unlawful topic, name, information or material.
- (5.1.4) Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same or for the sole purpose of the verification of original documents.
- (5.1.5) Use any material or information, including images or photographs, which are made available through Verifynow dot Info in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- (5.1.6) Upload files that contain viruses, worms, cancelbots, time bombs, Trojan horses corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- (5.1.7) Advertise or offer to sell or buy any goods or services for any business purpose.
- (5.1.8) Download any file posted by another user of Verifynow dot Info that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- (5.1.9) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- (5.1.10) Restrict or inhibit any other user from using and enjoying the services of Verifynow dot Info.
- (5.1.11) Harvest or otherwise collect information about others.
- (5.1.12) Violate any applicable laws or regulations.
- (5.1.13) Create a false identity for the purpose of misleading others.
- (5.1.14) Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of Verifynow dot Info or other user or usage information or any portion thereof.

(5.2) Verifynow dot Info has no obligation to monitor the services. Verifynow dot Info reserves the right to terminate your access to any or all of the services at any time, without notice, for any reason whatsoever. Verifynow dot Info does not control or endorse the content, messages or information found in this services and, therefore, Verifynow dot Info specifically disclaims any liability with regard to this service and any actions resulting from your participation in this service. Materials uploaded to the Verifynow dot Info service may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO VERIFYNOW DOT INFO OR POSTED BY MEANS OF THE VERIFYNOW DOT INFO SERVICE.

(6)

- (6.1) Verifynow dot Info does not claim ownership of the materials / data / documents you provide / share / send through the Verifynow dot Info service or post, upload, input or submit to the Verifynow dot Info services or its associated services for review by or sharing with a Third Party. However, by posting, sharing, sending, uploading, inputting, providing or submitting ("Posting") your Submission you are granting Verifynow dot Info, its affiliated companies and necessary sub-licensees permission to display / forward / send / mail / post your Submission and to publish your name in connection with your Submission.
- (6.2) By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.
- (6.3) By Posting Images, you are granting authorized Third Party User(s) permission to use your Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints which include such Images).

PATENTS

(7)

The concept of the type of services rendered by Verifynow dot Info is patented and users, subscribers, Third Parties or the general public must be aware that Verifynow dot Info will protect its rights, if it felt that its rights were infringed in any way. (SA Pat. Appl. 2004/3386 & 2004/4241 & 2004/6286). By accessing the Verifynow dot Info website, you accept all the terms and conditions as stipulated above and any conduct contrary to the above will be seen as a breach of contract.

ELECTRONIC SIGNATURES AND AGREEMENT(S)

(8)

- (8.1) You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as may be designated by Verifynow dot Info to show your approval of any foregoing texts, or to show your acceptance of any terms and conditions, you are entering into a legal binding contract or legally signing and verifying text or electronic data.
- (8.2) You furthermore agree that all your actions logged in the audit trail of the Verifynow dot Info service serves and is sufficient to fulfil the requirements of "writing" as stipulated in section 12 of the Electronic Communications and Transactions Act 25, 2002 and to constitute a legal binding data message as per definition in this act.
- (8.3) You hereby agree to the use of electronic communication in order to enter into contracts, share data and other records and to the electronic delivery of notices, policies and records of transactions, electronic tax invoices for the purpose of claiming input tax, and data sharing initiated or completed through the services offered by Verifynow dot Info.
- (8.4) Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

SUBSCRIBER PRIVACY

(9)

- (9.1) It is Verifynow dot Info's policy to respect the privacy of the User. Verifynow dot Info will not monitor, edit, or disclose any personal information about the User or the User's Verifynow dot Info account, including its contents, without the User's prior permission unless Verifynow dot Info has a good faith belief that such action is necessary to:
 - (9.1.1) Conform to legal requirements or comply with legal process;
 - (9.1.2) Protect and defend the rights or property of Verifynow dot Info;
 - (9.1.3) Enforce this Service Agreement or protect Verifynow dot Info's business or reputation, including without limitation upon termination, cancellation or suspension of this Agreement by Verifynow dot Info;
 - (9.1.4) Respond to request for identification in connection with claim of copyright or trademark infringement by the User, or a claim by a third party that the User is using the Service in connection with an infringing, illegal or improper activity; or
 - (9.1.5) Act to protect the interests of the User or others. Verifynow dot Info's service transmits the Sender's name (From field) and/or email address with each message that the end-user sends.
- (9.2) The User agrees that Verifynow dot Info may access its account, including its contents, as stated above or to respond to service or technical issues. The user hereby grants Verifynow dot Info the right to send the user communication via e-mail of any updates, upgrades, notices, or other information that Verifynow dot Info deems important for the user to know, relating to the service.

MODIFICATION OF TERMS

(11)

Verifynow dot Info frequently updates, modifies, and otherwise continually seeks to improve the Verifynow dot Info services and products. Such changes often dictate that Verifynow dot Info simultaneously modify Verifynow dot Info's Terms and Conditions of Use. As such, Verifynow dot Info shall have the right to modify the terms of this Agreement and to change or discontinue any aspect or feature of the Verifynow dot Info service, in either case, as it deems reasonably necessary. Such changes shall be effective immediately upon posting of such addition, change, or deletion. Any use by the User of the Service after any such change has been posted, shall constitute the acceptance of any such changes. If the User does not agree with any such changes, the Service may be cancelled in accordance with the procedures for cancellation set forth in this Agreement. The User acknowledges its responsibility to review this Agreement from time to time and to be aware of any such changes.

INDEMNIFICATION

(12)

The User agrees to indemnify, hold harmless, and defend Verifynow dot Info and its affiliates, agents, content providers and service providers, against any and all claims, liabilities, damages, costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, attorneys' fees and disbursements) arising from or relating to

(12.1) the use of the Service in any manner which violates the terms of this Service Agreement or otherwise violates any law, rule, or regulation and

(12.2) any claims made by third parties arising from your use of the Service, including without limitation any and regulation all third party claims arising from or related to any failure, delay or interruption to the Service. The User agrees to cooperate as fully as reasonably required in the defence of any claim. Verifynow dot Info reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User.

ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT (ECT Act)

(13)

(13.1) Access to the services, content, software and downloads available from the Verifynow dot Info website or by means of the Verifynow dot Info application software may be classified as "electronic transactions: as defined in terms of the ECT Act and therefore users have the rights detailed in Chapter 7 of the ECT Act and Verifynow dot Info has, amongst others the duty to disclose the following information:

The full name and legal status of the website owner: Verifynow dot Info (Proprietary) Limited registration number 2001/000473/07.

Director:
Dieter Ziegfried Kritzingner

Street Address:
25 Ribbok Street, Meyerton, 1961

Postal Address:
PO Box 262, Meyerton 1960

Physical Address for receipt of legal service:
25 Ribbok Street, Meyerton, 1961

Main Business: Secure data storage and data sharing services

Website Address of the Verifynow dot Info website:
<http://www.verifynow.info/>

Official email address of the Verifynow dot Info website is:
online@verifynow.info

The manual published in terms of the Promotion of Access to Information Act 2 of 2000 of the owner of the Verifynow dot Info website may be downloaded from our website.

(13.2) Cooling-off period:
Users may return goods and/or services within 7 (seven) days as detailed in section 44 of the ECT Act and only if such goods or services are not detailed in section 42(2) of the ECT Act .

(13.3) Beginning of the Service:
Remote activation of goods and/or services by Verifynow dot Info shall be regarded as consent by the User as required by the provision of section 42(2)(d) of the ECT Act .

- (13.4) Time and place of contracting and nature of information on the Verifynow dot Info website:
The time and place data messages, such as e-mail communications between the User and Verifynow dot Info, are deemed to have been sent and received and the location from which such data messages originate are governed by what follows below.
- (13.4.1) The information, goods and/or services advertised on the Verifynow dot Info website are NOT an offer, but merely and invitation to do business;
 - (13.4.2) By selecting goods and/or services and by submitting the necessary payment and/or delivery information, the User makes an offer to Verifynow dot Info, which may be accepted and/or declined at Verifynow dot Info's sole and absolute discretion;
 - (13.4.3) A binding agreement between the User and Verifynow dot Info for the sale of goods, or the provision of services, is only concluded upon Verifynow dot Info's acceptance of the User's offer detailed above;
 - (13.4.4) Verifynow dot Info's acceptance or refusal of an offer will be communicated to the User within a reasonable time from receipt of the User's offer by Verifynow dot Info;
 - (13.4.5) Although the time and place of the agreement detailed herein, are concluded and governed by what follows hereunder, the time and place of agreements for the sale of goods and/or the provision of services (as advertised on the Verifynow dot Info website) are governed by this clause and shall be deemed to have been concluded in Johannesburg; and
 - (13.4.6) Verifynow dot Info may refuse an offer if the User, amongst others, fails to meet the conditions of Verifynow dot Info's credit referencing procedure.
- (13.5) Users may lodge complaints concerning the Verifynow dot Info website with Verifynow dot Info at online@verifynow.info.
- (13.6) The User and Verifynow dot Info agree that:
- (13.6.1) the User shall be bound to these terms and conditions and such agreement is concluded in Verifynow dot Info (South Africa) at the time the User enters the Verifynow dot Info website for the first time;
 - (13.6.2) data messages (as defined in the ECT Act) addressed by the User to Verifynow dot Info shall only be deemed to have been received if and when responded to, or when receipt is acknowledged. Notwithstanding section 23(1)(b) of the ECT Act , Verifynow dot Info shall not be deemed to have received a data message if such data messages are blocked and/or filtered and/or destroyed by Verifynow dot Info's content filtering and virus security systems;
 - (13.6.3) data messages (as defined in the ECT Act) addressed to the User by Verifynow dot Info shall be deemed to be received by the User as detailed in section 23(1)(b) of the ECT Act ;
 - (13.6.4) data messages (as defined in the ECT Act) addressed to the User by Verifynow dot Info shall be deemed to be sent from the location(s) as detailed in section 23(1)(c) of the ECT Act
 - (13.6.5) data messages (as defined in the ECT Act) addressed by the User to Verifynow dot Info shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa; and
 - (13.6.6) electronic signatures, encryption and/or authentication are not required for valid electronic communications between the User and Verifynow dot Info.

LINKS TO OTHER SITES

(14)

Verifynow dot Info may provide hyperlinks to websites not controlled by Verifynow dot Info ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and/or services of such target sites. Verifynow dot Info does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, inability to use or content available on or through target sites.

LINKS TO VERIFYNOW DOT INFO AND USE OF CONTENT

(15)

- (15.1) If any User uses content from the Verifynow dot Info website in breach of the provisions detailed herein:
- (15.1.1) Verifynow dot Info reserves the right to claim damages from the User;
 - (15.1.2) Verifynow dot Info reserves the right to institute criminal proceedings against the User; and
 - (15.1.3) Verifynow dot Info shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- (15.2) Hyperlinks to the Verifynow dot Info website from any other source shall be directed at the home page of the Verifynow dot Info website. Links beyond the Verifynow dot Info home page may only be used with Verifynow dot Info's prior written consent.
- (15.3) Verifynow dot Info shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Verifynow dot Info website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Verifynow dot Info website.
- (15.4) Persons that wish to link to pages beyond the home page of the Verifynow dot Info website without Verifynow dot Info's prior written consent shall do so at their own risk and indemnify Verifynow dot Info against any loss, liability or damage that may result from the use of such hyperlinks. Verifynow dot Info's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.
- (15.5) Users may quote small and reasonable amounts of content available from the Verifynow dot Info website and only if such a quote is placed in inverted commas and acknowledged.
- (15.6) No person may, without the prior written consent of Verifynow dot Info, frame the Verifynow dot Info website in any manner whatsoever.

- (15.7) Apart from bona-fide search engine operators and use of the search facility provided on the Verifynow dot Info website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Verifynow dot Info website or any servers controlled by Verifynow dot Info for any purpose whatsoever, without the prior written consent of Verifynow dot Info.
- (15.8) E-mail addresses, names, telephone numbers and fax numbers published on the Verifynow dot Info website may not be incorporated into any database, used for electronic marketing or similar purposes.
- (15.9) No permission is given or should be implied that information on the Verifynow dot Info website may be used to communicate unsolicited communications to Verifynow dot Info and all rights detailed in 45 of the ECT Act are reserved.
- (15.10) All licenses and/or permissions granted in terms of this section are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Verifynow dot Info at any time without prior notice or reasons.

INTERCEPTION OF COMMUNICATION

(16)

Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Verifynow dot Info's right to intercept, block, filter read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act) send or posted by the User to the Verifynow dot Info website, its staff and employees. The User agrees and acknowledges that the consent provided by the User above satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act .

SERVICE AND PRODUCTS

(17)

- (17.1) The Provider gives no warranty, expressed or implied, for its services provided, including, without limitation, warranty of the merchantability and warranty of fitness for a particular purpose. This no warranty expressly includes any reimbursement for losses of income due to the use or availability of the service by the Provider or its providers beyond an amount equal to six months subscription fees paid by the subscriber during the preceding six months from date of claim.
- (17.2) The Subscriber will use the services in a manner consistent with any and all applicable laws of South Africa.
- (17.3) The Provider is not responsible for any damages arising from the Subscriber's use of the services rendered by the Provider or by the Subscriber's inability to use the services for any reason.
- (17.4) The Provider's services and responsibilities are limited to offering a secure gateway to accredited servers.

TRADEMARKS AND COPYRIGHTS

(18)

- (18.1) The Subscriber warrants that it has the right to use the applicable trademarks of the Subscriber, and grants to the Provider the rights to use such trademarks, if any, in connection with the Provider's promotion of, referencing of, classification of, or indexing of the Provider's clients.
- (18.2) The Subscriber hereby agrees that any material submitted for publication through the Provider's application software or secure gateway will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libellous or harmful.

HARDWARE, EQUIPMENT AND SOFTWARE

(19)

The Subscriber is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the services. The Provider makes no representations, warranties or assurances that the Subscriber's equipment will be compatible with the Provider's services.

TERMINATION

(20)

This Agreement may be terminated by either party, without cause, by giving the other party one Calendar month written notice. Notwithstanding the above, the Provider may terminate service under this Agreement at any time, without penalty, if the Subscriber fails to comply with any of the terms of this Agreement.

LIMITED LIABILITY

(21)

- (21.1) The Subscriber / User expressly agree that use of the Provider's service is at the Subscriber's / User's sole risk.
- (21.2) The Subscriber / User hereby agrees that any material submitted for publication on the Provider's service through the Subscriber's / User's account(s) will not contain anything leading to an abusive or unethical use of the service(s) or the host server(s). Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel.
- (21.3) The Subscriber / User hereby agrees to indemnify and hold harmless the Provider from any claim resulting from the Subscriber's / User's publication of material or use of those materials. The Provider may or may not give notice before deactivating the use of an account(s) which the Provider decides is an abusive or unethical use of, or a potentially illegal use of the services rendered. The Subscriber / User hereby agrees to indemnify and hold harmless the Provider for any claim resulting from the submission of illegal materials.
- (21.4) Under no circumstances, shall the Provider, its offices, agents or anyone else involved in creating, producing or distributing the Provider's services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Provider's services. The Subscriber / User hereby acknowledges that this paragraph shall apply to all content on Provider's servers and services.
- (21.5) Notwithstanding the above, the Subscriber's / User's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate Rand amount which the Subscriber / User paid as subscription / contract / service fees for a period of six months preceding any claim.

CONTRACT REVISIONS

(22)

Revisions to this Contract will be considered agreed to by the User / Subscriber when User / Subscriber clicks the relevant "accept" checkbox upon logging in to any portion of the Verifynow dot Info application software or website or alternatively upon email notice to the User / Subscriber to his registered email address on the Verifynow dot Info system.

ENTIRE UNDERSTANDING

(23)

The agreement contained in this Contract constitutes the sole agreement between the Provider and the Subscriber regarding the services rendered and the services utilized. It becomes effective only when the Subscriber has completed the electronic registration process and the Provider has activated the service. The activation process by the Provider may be an automatic process, following the registration process of the Subscriber. This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa. For purposes of place where this contract is entered into between the parties, the parties select the Magisterial district of Johannesburg, South Africa.

JURISDICTION

(24)

For the purpose of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the Magistrate's Court, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Courts Act of 1944, or any amendment thereof, provided that the Provider shall have the right at its sole option and discretion to institute proceedings in any other competent court.

CAPACITY OF PARTIES

(25)

- (25.1) If the Subscriber enters into this agreement as trustee or agent for a company or close corporation to be formed, the Subscriber will personally be regarded as Subscriber in terms of this agreement, unless the said company or close corporation is formed and ratifies this agreement within 30 (thirty) days after entering into this agreement. In this case, the Subscriber will be bound in favour of the Provider as surety and co-principal debtor with such company or close corporation, jointly and severally for the performance by it of all its obligations as Subscriber in terms of this agreement.
- (25.2) If any of the parties to this agreement is a company or close corporation, the person who enters into this agreement in the name of such company or close corporation warrants that the company or close corporation is duly registered as such. Such person shall be personally liable as Subscriber or Provider (as the case may be) in terms of this agreement if such company or close corporation does not legally exist, or for whatever reason, is not bound to this agreement or fails to comply with the provisions thereof.
- (25.3) If any of the parties to this agreement is a company or close corporation, the person who signs this agreement in the name of such company or close corporation warrants that he is duly authorised to sign this agreement on behalf of such company or close corporation.

ADDRESSES FOR LEGAL DOCUMENTS

(26)

All notices and legal processes connected with this agreement may be sent to the Subscriber to the address stated in this Agreement or to any future address updated at later stage under his profile on <http://www.verifynow.info> and to the Provider as per the address details stipulated on the website of the Provider at <http://www.verifynow.info>. Such address may be changed by either party on written notice to the other party.

GENERAL

(27)

- (27.1) In this agreement, unless the context otherwise requires:
- (27.1.1) the masculine shall include the feminine or neuter;
 - (27.1.2) the singular shall include the plural and vice versa, and
 - (27.1.3) the headings are used for reference purposes only, and shall not be used to explain, modify, amplify or aid in the interpretation of this agreement.
 - (27.1.4) The reference to days shall be calculated with the exclusion of the first day, but including Saturdays, Sundays and public holidays, and the last day.
- (27.2) The parties agree that the Terms & Conditions (<https://www.verifynow.info/terms.asp>) as stipulated on the website of the Provider at <http://www.verifynow.info> forms an integral part of this agreement and is read, agreed and accepted as part of and in conjunction with this agreement.
- (27.3) The parties agree that this agreement may be signed by means of an electronic signature process in its widest sense of understanding. In terms of clause 8 of this agreement, the subscriber / user accepts this agreement in its entirety once he has logged in and accessed the services of the Verifynow dot Info.
- (27.4) Any stipulations or terms of agreement in any other current or future agreement between Verifynow dot Info and the Subscriber / User will be interpreted or modified to subsequently conform to the stipulations, terms and conditions as per this agreement and this agreement will be regarded to have priority and precedence above and over any other existing or future agreements between Verifynow dot Info and the Subscriber / User.
- (27.5) Where this agreement or any other agreement stipulates that it must be in writing or any amendments must be done in writing and signed by means of a traditional manual non-electronic signature, then by clicking on any acceptance button or relevant checkbox or successfully logging into any portion of the Verifynow dot Info website or application will suffice the condition of the amendment to be in writing and it will be considered as properly executed in writing.

SIGNATURES

The parties to this agreement acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links when logging in to the Verifynow dot Info application, that they are showing their approval of the foregoing texts and showing their acceptance of the terms and conditions of this agreement and they accept that they are entering into a legal binding contract.