

## TERMS OF USE AGREEMENT

### Gijima UC Dialler Terms Of Usage Agreement

#### 1. Introduction

- 1.1. By installing, accessing, browsing, and/or using this Software Application, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions as may be amended from time to time. To the extent you are entering into this agreement on behalf of government, company or any juristic person, you have the power and authority to bind that entity. If you do not agree to the terms of this licence, we are unwilling to license the Software Application to you, and you must discontinue installation of the Software Application immediately. The scripts or code, linked to or referenced from the Software Application, are licensed to you by PortaOne.
- 1.2. In agreeing to these Terms, you have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance other than as expressly set out in these Terms. All parts of these Terms apply to the maximum extent permitted by relevant law.
- 1.3. Headings are solely for convenience, they do not serve as interpretation tools, and they shall not have any legal effect. These Terms are written in United Kingdom English and words shall carry their ordinary grammatical meaning except where context dictates otherwise. Where these Terms are translated to another language and there is a dispute regarding its interpretation, those in UK English shall prevail.
- 1.4. The Product obtained by you is licensed and not sold to you for use only under the Terms of this license, except where there is a separate agreement concluded between yourself and PortaOne.
- 1.5. PortaOne may change or update these Terms at any given time without your consultation or consent. You will be informed if there are such changes or updates. Your continued use of the Software Application, thereafter, shall constitute consent to the changed Terms or updates.

#### 2. Governing Law

- 2.1. These Terms as well as the relationship between yourself and PortaOne will be governed by the law of the Republic of South Africa, without regard to the conflict of laws principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Additionally, South African courts shall have full jurisdiction in cases of a dispute under these Terms.
- 2.2. If a court or arbitrator holds that PortaOne cannot enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will

not change. These Terms are solely for your and PortaOne's benefit. These Terms are not enforceable against or for the benefit of any other third party.

2.3. Failure to enforce any part of these Terms shall not be construed as a waiver of any part thereof and reserves the right to enforce these Terms retrospectively.

### 3. Scope of License

3.1. The license granted to you for the Licensed Software Application by PortaOne is limited to a non-transferable, non-exclusive, limited license to use the Licensed Software Application on any device you own or control. This license does not allow you to use the Licensed Software Application on any device that you do not own or control, and you may not distribute or make the Licensed Software Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Software Application.

3.2. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, modify, decrypt, circumvent, bypass any technical security or protections or attempt to derive the source code, or create derivative works of the Licensed Software Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Software Application).

3.3. The foregoing prohibition includes but is not limited to a review of data structures or similar materials produced by the Licensed Software Application. Any attempt to do so is a violation of the rights of PortaOne. You are prohibited from disclosing the results of any hardware or software benchmark tests without PortaOne's prior written consent, or to modify, translate, adapt, arrange, error correct, make derivative works or otherwise make any other alteration to the Licensed Software Application or any portions or aspects thereof; exploit or use the Software Application in a manner not expressly authorised under this License. If you breach this restriction, you may be subject to prosecution and damages.

### 4. Intellectual Property

4.1. All title and ownership rights in and to the Software Software Application (including but not limited to any images, photographs, animations, video, audio, music, text embedded in the Software), the intellectual property embodied in the Software Application, and any trademarks or service marks of PortaOne that are used in connection with the Software are and shall at all-time remain exclusively owned by PortaOne. You shall not at any time or in any way question or dispute the ownership of PortaOne of any such item and undertake not to infringe or prejudice any rights and/or obligations of PortaOne in and to the Licensed Software Application.

## 5. Confidentiality

- 5.1. Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement.
- 5.2. Both yourself and PortaOne shall have an obligation to maintain the confidentiality of information that (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party; or (iv) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure.
- 5.3. Without limiting the foregoing, Licensee shall treat any source code for the Software as confidential information and shall not disclose, disseminate, or distribute such materials to any third party without PortaOne's prior written permission. Each party's obligations under these Terms shall apply at all times during the term of this Agreement and for two (2) years following termination of this Agreement.

## 6. Consent to Use of Data

- 6.1. You agree, in accordance with the *Protection of Personal Information Act* No 4 of 2013, that PortaOne may collect and use technical data and related information, including but not limited to technical information about your device, system and Software Application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Licensed Software Application. You agree that PortaOne may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to You.

## 7. Warranty

- 7.1. PortaOne makes no warranties, express or implied, guarantees or conditions with respect to your use of the services. You understand that use of the services is at your own risk and that we provide the services on an "as is" basis "with all faults" and "as available." PortaOne does not guarantee either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, of timeliness of the services, and non-infringement of third-party rights.

7.2. You may have certain rights under South African law. Nothing in these Terms is intended to affect those rights, if they are applicable. You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the services will be uninterrupted, timely, secure or error-free or that content loss will not occur, nor do we guarantee any connection to or transmission from computer networks.

7.3. No verbal or written statement, presentation, or information made by any representative of PortaOne and in any capacity shall constitute a warranty.

## 8. Force Majeure

8.1. Neither yourself or PortaOne shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of nature; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90(ninety) days, either of us may cancel unperformed services upon written notice.

## 9. Termination

9.1. PortaOne reserves the right to termination at any time and whatever reason any component of the Software, whether or not it is offered as a standalone product or solely as a component of the Software. However, PortaOne is obligated to provide support in accordance with the terms set forth in this Agreement for all such termination components for a period of 1(one) year after the date of discontinuance.

## 10. Limitation of Liability

10.1. To the extent not prohibited by law, in no event shall PortaOne be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Licensed Software Application, however caused, regardless of the theory of liability (contract, delict or otherwise) and even if PortaOne has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

10.2. In no event shall PortaOne's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of the license fee paid by you for the particular licensed Software Application.