

TERMS OF USE 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.

WHAT THIS PRIVACY POLICY IS ABOUT

Who does this privacy policy apply to?

This policy applies to every user that uses the Softphone application. In terms of the Protection of Personal Information Act ('POPIA'), you are the data subject. If you have any questions, please contact POPIA@Gijima.co.za

Who are you sharing your information with?

You are sharing your information with GIJIMA.

Our registered address is:

Gijima IBG Building, 1 Poineer Avenue – South Wing Midridge Park, Midrand.

In terms of POPIA, we are the responsible party

What personal information or data is. Personal information is:

- all information relating to a specific individual. This includes contact information, information relating to your race, gender, sex, pregnancy status, marital status, ethnic or national origin, sexual orientation, physical or mental health, disability, religion, belief, culture, language, education background, financial information, criminal behaviour, employment history, personal opinions, views or preferences, and private or confidential correspondence.
Personal information also includes:
 - Trunk/Line Information – This is required for the GIJIMA Cloud PBX to route incoming and outgoing calls as per the user’s requirements.
 - Call Detail Records (CDR’s) – This is a record of all call activity from and to the user of the GIJIMA Softphone application and related services. This record will typically represent all details including but not limited to, date and time of the call, duration of the call, source and destination details and telephone numbers as well as the type of call – inbound, outbound, internal, toll and toll free.
 - GIJIMA Cloud PBX Contacts – This information will include the Extension of the user using the services as well as all other users on the GIJIMA Cloud PBX platform. This includes name, surname, email address, contact numbers and extension status information. This information is used to locate the user of the services in order to route calls to and from users of this service as well as display users availability status.
 - Device Contacts – This information includes the name, phone number, email address and your organisation details. This information will only be used when the GIJIMA Softphone application is required to contact these device contacts or display status information. This information is used to populate the contacts data in the GIJIMA Softphone application contact list in order for it to be conveniently available to you.
 - Call Recordings – The GIJIMA Cloud PBX offer a Call Recording function to all users and can be turned off should the users of this service opt not to use this feature. Stored information when this feature is used will be collected and include the recorded conversation, telephone numbers of all parties as well as other call information like date, time, and duration of the call.
 - Video Calling – This data includes transmitting and recording pictures and video’s during the use of the video call feature.
 - Voicemail – This data includes the called party’s name, phone number, and all data left in the called party’s voicemail service.
 - Push Notification – for Push Notifications to work, we must register your account remotely when the GIJIMA Softphone application is in the background or closed on your iOS or Android device. To accomplish this, we transmit your SIP account details over a https – secure connection. This information is shared with no one and is erased immediately when the push instance expires (usually within 3-6 days, depending on SIP account configuration).
 - Trouble shooting – For the purpose of trouble shooting GIJIMA might ask users to provide debug logs from the application. The debug logs contain full network traffic information for application provisioning, calls, messaging, and other network in-app events generated by user activity. This information will be used for debugging purposes and in some cases be shared with GIJIMA Softphone application developers and/or software providers of these services. It does not matter whether the information is held on paper or in an electronic or other format – it is still personal information or data and must be protected.

We may update this notice from time to time.

From time to time, we may have to change this privacy notice to accommodate changes in our business or changes to the law.

HOW WE COLLECT AND USE YOUR INFORMATION

When you subscribe to the GIJIMA Cloud PBX solution, as well as related services including installation.

When you download the GIJIMA Softphone application

The type of personal information or data we collect and share depends on whether you submit questions, request information, inquire about our products or services, subscribe for services, or give us feedback. When you contact us, subscribe for products or services, we collect the information included in your message, and subscriber documentation such as your contact details (e.g., name, address, telephone numbers, email addresses). We use this information to communicate with you.

HOW WE SHARE YOUR INFORMATION

We may share your personal information or data internally or with service providers to run our Softphone application.

We may have to share your personal information or data:

- in some instances with other companies in the Reunert group for everyday business purposes;
- to comply with legislation, the government, or a court;
- if, from time-to-time, parts of the business are sold which could include a transfer of your information;
- when we share our Softphone application user statistics with third party providers, where necessary for data analytics purposes, related to the Softphone application service; and
- with companies who provide services on our behalf and with our instructions (e.g., our Softphone application service providers and developers).

We only share the minimum amount of your personal information or data.

We only share the minimum amount of your personal information or data that our service providers require.

We only share your personal information or data with service providers we trust.

We require that our service providers agree to keep your personal information or data secure and confidential and only use it for the purposes for which we shared it with them.

Some of the service providers that we use may be in other countries.

When we share personal information or data with our service providers in other countries that may not have the same levels of protection of personal information or data as South Africa, they must undertake to protect your personal information or data to the same level that we do.

We provide for appropriate safeguards before we share your personal information or data.

We have appropriate safeguards in place in contracts between our local and foreign service providers and us.

HOW WE STORE YOUR INFORMATION

We retain your personal information or data for as long as it is reasonably necessary.

We retain your personal information or data for as long as we have a legitimate reason to keep it. These periods vary depending on the type of personal information or data, the reason why we originally collected it, and if there is a specific retention period required by law.

HOW WE KEEP YOUR INFORMATION SECURE

We have reasonable security measures in place to protect your personal information or data and to minimise the impact of a breach.

We base our security measures on the sensitivity of the personal information or data that we hold. Our security measures are in place to protect your personal information or data from:

- loss
- misuse
- unauthorised access
- being altered
- being destroyed

We regularly monitor our systems for possible vulnerabilities and attacks.

No system is perfect, and we cannot guarantee that we will never experience a breach of any of our physical, technical, or managerial safeguards, but we regularly monitor our systems for vulnerabilities.

We will let you know of any breaches that may affect your personal information or data.

If something should happen, we have taken steps to minimise the threat to your privacy, and we will let you know if your personal information or data has been compromised.

We will also let you know how you can help minimise the impact of the breach.

YOUR PERSONAL INFORMATION RIGHTS

You may ask us about your personal information or data.

You have the right to know when we collect and use your personal information or data, and to ask us what we know about you and what we do with that information

You may access your personal information or data

You may ask to access your personal information or data by contacting POPIA@Gijima.co.za.

We may take up to one month to respond to your request and may charge a fee in some circumstances. We will let you know if this is the case.

You have control over your personal information or data.

You may:

- ask that we update incorrect personal information or data, or complete personal information or data that may be incomplete;
- ask that we delete your personal information or data;
- ask to receive your personal information or data in a structured, commonly used and machine readable format;
- ask that we reuse your personal information or data for your own purposes across different services;
- object to the processing of your personal information or data under certain circumstances;
- object to automated decision-making and profiling;
- ask that a human review any automated decisions that we make about you, express your point of view about it, obtain an explanation of the decision, and challenge any automated decision made about you; and
- ask that we restrict our use of your personal information.

You have the right to unsubscribe.

You have the right to unsubscribe from any direct marketing we send you. You have the right to lodge a complaint with the Information Regulator. You can contact the Information Regulator at infoereg@justice.gov.za.

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.