Terms & Conditions

Lyne general terms and conditions of sale within the Lyne platform

Introduction

These General Terms and Conditions are applicable to the registration of Sales Entities and the provision of services by Lyne to Sales Entities via the Lyne platform. These General Terms and Conditions are supplemented by the Lyne Data Processing Agreement, the Lyne Acceptable Use Policy, the Lyne Cookie Policy and the Lyne Privacy Policy.

These General Terms and Conditions are drafted in the English language. If any translation of these General Terms and Conditions is made, the English version shall prevail.

The use of and access to the Lyne Platform/platform is subject to all of the Terms. Registration and/or access to the Lyne Platform/platform constitutes the Sales Entity's acceptance of the Terms. Lyne reserves the right to amend the Terms from time to time. Amendments will be notified to the Sales Entity by email or by notification on the Lyne Platform/platform. The Sales Entity is deemed to have accepted the Terms, including any amendments, unless it notifies Lyne to the contrary within 5 (five) Business Days of receipt of such notification. If the Sales Entity does not agree to the amendments, it must stop using the Lyne Platform/platform.

These General Terms and Conditions are the exclusive terms and conditions governing the relationship between Lyne and the Sales Entity. Lyne does not accept any other terms and conditions, including any terms and conditions of the Sales Entity, unless Lyne has expressly agreed to such other terms and conditions in writing.

These terms and conditions of sale, the Lyne Acceptable Use Policy, the Lyne Cookie Policy and the Lyne Privacy Policy are available on the Lyne Platform/platform and may be printed and saved by the Sales Entity.

1. Definitions

It is hereby agreed as follows:

1.1 Interpretation

1.1.1 In these General Terms, the expressions "Business Day", "Personal Information", "Processing", "Operator", "Responsible Party", "Data Subject", "Consent", "Special Personal Information" and "Information Officer" shall have the meanings ascribed to them in the South African Protection of Personal Information Act, 4 of 2013 ("POPIA") and/or the General Data Protection Regulation ("GDPR") (as the context requires), and cognate expressions shall have corresponding meanings.

1.1.2 The headings to the clauses of these General Terms are for convenience only and shall not affect the interpretation of these General Terms.

1.1.3 The Sales Entity's obligations, liability, indemnity, discharge of liability, or any other right or benefit in favour of Lyne shall be interpreted, extended, and enforced to the maximum extent permitted by law, and if any part of any clause is found to be illegal, unlenforceable or invalid, the remainder of the clause shall be interpreted, extended, and enforced to the maximum extent permitted by law.

1.1.4 The Sales Entity's obligations in these General Terms are in addition and not in substitution for any other obligations which the Sales Entity may have to Lyne in terms of any other agreement or in terms of any other document, or in terms of any other law, or in terms of any other right which Lyne may have against the Sales Entity, in which case the Sales Entity must comply with all such obligations.

1.1.5 Lyne has the right to amend the Terms from time to time. Lyne will notify the Sales Entity of any amendments to the Terms by email or by notification on the Lyne Platform/platform. The Sales Entity is deemed to have accepted the amendments to the Terms, unless it notifies Lyne to the contrary within 5 (five) Business Days of receipt of such notification. If the Sales Entity does not agree to the amendments, it must stop using the Lyne Platform/platform.

1.1.6 Lyne has the right to suspend or terminate the Sales Entity's access to the Lyne Platform/platform if the Sales Entity does not agree to the amendments to the Terms.

1.1.7 Lyne has the right to amend or change the Lyne Platform/platform from time to time.

1.1.8 "Lyne" or "Lyne" means Lyne Technologies (Pty) Ltd and Lyne Technologies Limited, as the context requires, and includes its successors and assigns.

1.1.9 "Sales Entity" means the entity which has registered on the Lyne Platform/platform and which has accepted the Terms, including Affiliate Businesses.

1.1.10 "Affiliate Business" means any business which is an Affiliate of the Sales Entity.

1.1.11 "Affiliate" means in relation to a party, any entity which from time to time controls, is controlled by, or is jointly controlled with that party.

1.1.12 "Control" means in relation to an entity, the ability to make the decisions in respect of the operation and management of that entity.

1.1.13 "Lyne Platform" means the platform and all related software, documentation, data, and other materials made available by Lyne to the Sales Entity in connection with the Services, including any updates, upgrades, or modifications thereto.

1.1.14 "Services" means the services provided by Lyne to the Sales Entity under these General Terms and Conditions, including access to the Lyne Platform/platform and related support and technical assistance.

1.1.15 "Sales Entity" means the entity which has registered on the Lyne Platform/platform and which has accepted the Terms, including Affiliate Businesses.

1.1.16 "Sales Entity Personal Information" means the personal information of the Sales Entity's employees, agents, and other representatives processed by Lyne in connection with the Services.

1.1.17 "Sales Entity Data" means all data, information, and other materials uploaded to the Lyne Platform/platform by the Sales Entity in connection with the Services, including but not limited to customer lists, contact details, and transaction records.

1.1.18 "Confidential Information" means any information, data, or materials disclosed by one party to the other party in connection with the Services that is marked as confidential or which by its nature or the circumstances of disclosure should reasonably be treated as confidential, including but not limited to Sales Entity Data, Sales Entity Personal Information, and the terms of these General Terms and Conditions.

1.1.19 "Effective Date" means the date on which the Sales Entity accepts the Terms.

1.1.20 "Force Majeure" means any event or circumstance beyond Lyne's or the Sales Entity's control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, flood, or epidemics, provided that the affected party has taken reasonable steps to mitigate the effects thereof.

1.1.21 "Intellectual Property" means all patents, copyright and related rights, trademarks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including but not limited to know-how and trade secrets), and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any jurisdiction.

1.1.22 "Termination" means the termination of the Terms by either party in accordance with the Terms, or by mutual agreement between the parties, or by operation of law.

1.1.23 "Lyne Acceptable Use Policy" means the Lyne Acceptable Use Policy, as amended from time to time, which prohibits certain uses of the Services and the Lyne Platform/platform.

1.1.24 "Lyne Cookie Policy" means the Lyne Cookie Policy, as amended from time to time, which governs the use of cookies on the Lyne Platform/platform.

1.1.25 "Lyne Privacy Policy" means the Lyne Privacy Policy, as amended from time to time, which governs the Processing of personal information by Lyne.

1.1.26 "Lyne Data Processing Agreement" means the Lyne Data Processing Agreement, as amended from time to time, which governs the Processing of Sales Entity Personal Information by Lyne.

1.1.27 "Lyne Platform/platform" means the website, the Lyne Platform and all related software, documentation, and other materials made available by Lyne to the Sales Entity in connection with the Services.

2. Subscribers subject to terms and conditions

2.1 Registration on the Lyne Platform/platform is subject to these General Terms and Conditions, the Lyne Acceptable Use Policy, the Lyne Cookie Policy, the Lyne Privacy Policy and the Lyne Data Processing Agreement.

3. Obligations

3.1 Participation in the Network is offered free-of-charge and Lyne will not pay any fees to the Sales Entity for its participation in the Network. Lyne does not guarantee any minimum number of Sales Entities or any minimum number of Sales Entities in any specific geographical area.

4. Registration process

4.1 Registration is subject to the Terms and Conditions, the Lyne Acceptable Use Policy, the Lyne Cookie Policy and the Lyne Privacy Policy.

4.2 Lyne's personnel may agree to provide the Service Offering to the Sales Entity's Affiliate Businesses, provided that such Affiliate Businesses are bound by these Terms and Conditions.

4.3 Sales Entity's use of the Lyne Platform/platform and its use and enjoyment of the Services are subject to the Terms and Conditions, the Lyne Acceptable Use Policy, the Lyne Cookie Policy and the Lyne Privacy Policy.

5. Scope of Terms and conditions

5.1 **General**

5.1.1 Participation in the Network is offered free-of-charge and Lyne will not pay any fees to the Sales Entity for its participation in the Network. Lyne does not guarantee any minimum number of Sales Entities or any minimum number of Sales Entities in any specific geographical area.

5.1.2 Lyne's personnel may agree to provide the Service Offering to the Sales Entity's Affiliate Businesses, provided that such Affiliate Businesses are bound by these Terms and Conditions.

5.1.3 Sales Entity's use of the Lyne Platform/platform and its use and enjoyment of the Services are subject to the Terms and Conditions, the Lyne Acceptable Use Policy, the Lyne Cookie Policy and the Lyne Privacy Policy.

5.1.4 The Sales Entity must:

5.1.4.1 Provide Lyne with all information and documentation required by Lyne in connection with the Services, including but not limited to Sales Entity Data, Sales Entity Personal Information, and information regarding its business, customers, and transactions;

5.1.4.2 ensure that the information provided to Lyne is accurate, complete, and up-to-date at all times;

5.1.4.3 promptly notify Lyne of any changes to the information provided to Lyne;

5.1.4.4 ensure that its use of the Services and the Lyne Platform/platform complies with all applicable laws, regulations, and rights of third parties;

5.1.4.5 obtain all consents, licenses, and other rights required for the Processing of Sales Entity Personal Information by Lyne in accordance with the Lyne Data Processing Agreement;

5.1.4.6 not use the Services or the Lyne Platform/platform for any purpose prohibited by the Lyne Acceptable Use Policy;

5.1.4.7 not reverse engineer, decompile, or attempt to reverse engineer or decompile the Lyne Platform/platform;

5.1.4.8 not sublicense, sell, rent, lease, or transfer the Lyne Platform/platform to any third party;

5.1.4.9 not remove or alter any proprietary notices or labels on the Lyne Platform/platform;

5.1.4.10 not use the Services to send unsolicited commercial communications in breach of applicable anti-spam laws and regulations;

5.1.4.11 not use the Services to process Special Personal Information or Personal Information of children without Lyne's prior written consent;

5.1.4.12 not use the Services in a manner that is fraudulent, misleading, or deceptive;

5.1.4.13 not use the Services to infringe the Intellectual Property rights of Lyne or any third party;

5.1.4.14 not use the Services in any manner that is harmful to Lyne's reputation or goodwill;

5.1.4.15 not use the Services in any manner that is harmful to the security, integrity, or availability of the Lyne Platform/platform;

5.1.4.16 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Data Processing Agreement;

5.1.4.17 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Privacy Policy;

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5.1.4.151 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Data Processing Agreement;

5.1.4.152 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Privacy Policy;

5.1.4.153 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Acceptable Use Policy;

5.1.4.154 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Cookie Policy;

5.1.4.155 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Terms and Conditions;

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5.1.4.157 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Privacy Policy;

5.1.4.158 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Acceptable Use Policy;

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5.1.4.199 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Cookie Policy;

5.1.4.200 not use the Services to process any Sales Entity Data or Sales Entity Personal Information in a manner that is not in accordance with the Lyne Terms and Conditions;

5.1.4.201 not use the Services