LIMI

Terms & Conditions

Limi general terms and conditions of use within the Limi platform

Introduction

These General Terms and Conditions are applicable to the registration of the Subscriber of Network in respect to the utilization of the Limi Application/Website and its services. These General Terms and Conditions, together with the Privacy Policy form this Agreement. Please read the General Terms and Conditions contained herein carefully, as it forms a legally binding agreement between yourself and Limi and sets out some of the terms of use and participation in the Network. Any Subscriber/User/Logger should refrain from using, or continuing to use the Website/Application unless he/she/it fully understands these General Terms and Conditions and considers themselves bound to the provisions contained herein.

Your use of and access to the Website/Application is subject to all of the General Terms and Conditions as set out hereunder, and you shall not be authorised to use the Website/Application or participate as a Subscriber within the Website / Application unless you have clicked on the button accepting these General Terms and Conditions of use when registering as a Subscriber with Limi, which shall include any usage by way of trial purposes. By completing the application process for the Service Offering, and subsequently entering the Subscriber's account number and any active User's Username and Password to gain access to the Service Offering, the Subscriber has effected an electronic signature and agrees to be bound to these Terms and Conditions, as amended.

These General Terms and Conditions are enforceable and binding upon the user/logger.

You agree that by Registering with Limi, the addition of any Personal Information and participating in the Network, you consent to the use and collection of your Personal Information.

These terms and conditions of use may be altered from time to time without any prior notice to the Subscriber. All Subscribers have the responsibility of checking them from time to time, as the Subscriber's use of the Website/Application are subject to the terms and conditions applicable on the date of use. The current terms and conditions are applicable as of March 2019.

It is hereby agreed as follows:

1. Interpretation

The headings of the clauses in this Agreement are for convenience and reference only and shall not be used in the interpretation of, nor to modify nor to amplify the terms of this Agreement or any clause hereof. Unless a contrary intention clearly appears, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.1 The masculine includes the feminine and vice versa; and the singular includes the plural and vice versa;

1.2 Natural persons include juristic persons and vice versa; any one sex or gender includes the other sexes or genders, as the case may be;

1.3 Any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment or legislative measure of government (including local or provincial government) statutory or regulatory body which has the force of law means the relevant enactment or legislative measure as at the date of signature of Registration and as amended or re-enacted from time to time;

1.4 A Party includes a reference to that Party's successors in title and assigns allowed by law;

1.5 "including" (or words of similar meaning) means to include without limitation, and if the expression is used with reference to specific examples the "eiusdem generis" rule shall not apply;

1.6 "person" means any person, company, close corporation, trust, partnership or other legal entity whether or not having separate legal identity;

1.7 "writing" (or words of similar meaning) means legible writing in English;

1.8 The words "shall" and "will" and "must" used in the context of any obligation or restriction imposed on a Party have the same meaning;

1.9 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;

1.10 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause;

1.11 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to that provision as if it were a substan tive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause;

1.12 If any period is referred to in this Agreement by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusively of the first (1st) day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;

1.13 If the due date for performance of any obligation in terms of this Agreement is a day which is not a Business Day (unless otherwise stipulated) then that due date for performance of the relevant obligation shall be the immediately preceding Business Day;

1.14 If any obligation or act is required to be performed on a particular day it shall be performed (unless otherwise stipulated) by 17h00 (local time at the place where the obligation or act is required to be performed) on that day;

1.15 If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words, then the words shall apply;

1.16 No provision of this Agreement shall constitute a stipulation for the benefit of any person who is not a Party thereto (unless otherwise stipulated);

1.17 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement shall not apply ("contra proferentem");

1.18 The use of any expression which is relevant to a process available under South African law (including "liquidation", "winding-up", "insolvency" and "judicial management") shall, if any Party is subject to the laws of any other jurisdiction be interpreted as to include any equivalent or similar process under the law of that other jurisdiction;

1.19 Any reference to written notice or notification includes any form of electronic messaging and publication whether by means of posting on the Website/Application or other method of public announcement;

1.20 Any act requiring the approval of the Network shall be subject to the sole and unfettered discretion of the Network;

1.21 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;

1.22 Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own conflicting definitions;

1.23 The expiration or termination of this Agreement shall not affect the provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

1.24 The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s.

2. Definitions

2.1 **"Active Profile"** means the Subscriber's active account, subsequent to Registration and any Free Trial period;

2.2 **"Agreement"** means these General Terms and Conditions of use;

2.3 **"Business Day"** means any day which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.4 **"Subscriber/s"** shall mean users of the Website/Application who have Registered as such and who have agreed to the terms and conditions contained herein.

2.5 **"Confidential Information"** all confidential, proprietary or commercially sensitive information, including, without limitation of whatsoever nature and in whatsoever form, information that is not available in the public domain; not available in the ordinary course of business to the competitors of Limi;

2.6 **"Effective Date"** shall mean the date of Registration of the Subscriber;

2.7 **"Free Trial"** means a period of one calendar month or longer, in which the Subscriber will not be charged for the applicable Service Offering;

2.8 **"General Terms and Conditions"** means these terms and conditions stipulated in this document, as amended from time to time by Limi, acting in its sole and absolute discretion;

2.9 **"GST"** means Goods and Services Tax, as applicable in the Subscriber's country of origin;

2.10 **"Intellectual Property"** means patents, registered or common law trademarks, service marks, design rights, applications for any of the aforegoing, copyright, trade or business names and other similar rights or obligations belonging to Limi, whether capable of registration or not;

2.11 **"Laws"** all laws of any relevant jurisdiction, whether constitutional, statutory or common law, national or provincial statutory instruments, municipal government by-laws, notices, regulations, ordinances, directives, orders or judgments of any court, tax or administrative or regulatory authority, central government, provincial govern ment, municipal or any other body, ministry or department, practice of any government department, and/or any pricing mechanism, and "Law" shall have a corresponding meaning;

2.12 **"Limi"** means Limi, Inc., a limited liability company registered in the State of Delaware, USA and/or Limi Incorporated, a company registered in the Common wealth of The Bahamas as an International Business Company, under company number 196148 B, its subsidiaries from time to time; its holding company from time to time; and the subsidiaries of such holding company from time to time; Qualimi means the website, web and mobile application – as operated by Limi

2.13 **"Network"** means the Limi and Qualimi Website / Application (including Mobile Application/s), which shall include the products / services known as "UnLimitest"; "QuaLimi" and / or "Tellimi", as operated by Limi;

2.14 **"Personal Information"** means all information which the Subscriber provides to Limi in the process of Registration;

2.15 **"Privacy Policy"** means the latest privacy policy of Limi, as published on the Web site/Application (including Mobile Application/s);

2.16 **"Parties"** means collectively all or any one of Limi and the Subscriber, as the context may indicate, and "Party" shall have a corresponding meaning;

2.17 **"Registration"** shall mean the registration process to join the Network, to be undertaken by the Subscriber in accordance with the provisions of clause 5 below;

2.18 **"Services"** or **"Service Offering/s"** means the provision of task / error logging and tracking services and/or products, which shall include, but not necessarily be limited to the services and/or products known as "Unlimitest", "QuaLimi" and/ or "Tellimi", to be provided by the Service Provider to the Subscriber, as indicated as required by the Subscriber;

2.19 **"US Inflation Rates"** means the rate if inflation for the United States, as published by the U.S. Labor Department;

2.20 **"User"** means an operator of the Network, as appointed by the Subscriber, with each User/Logger to be assigned a Username (being the User's email address) and Password generated by Limi;

2.21 **"VAT"** means Value-Added Tax, as per the applicable VAT provisions in the Subscriber's country of origin;

2.22 **"Website/Application"** means the website at https://qualimi.com and https://limicorp.com, and includes the applications known as "Unlimitest", "QuaLimi" and/ or "Tellimi".

3. Subscribers subject to terms and conditions

All Subscribers, Users and Loggers are subject to these General Terms and Conditions. By registering and participating in the Network, all Subscribers hereby agree that they have (and shall be deemed to have) read, understood and unconditionally accepted these General Terms and Conditions.

4. Elegibility

4.1 Participation in the Network is offered at the sole discretion of Limi and Limi may accept or decline the participation in the Network of any Subscriber unilaterally and at its sole discretion without any prior notice to that effect being required.

4.2 Subscribers are responsible for providing correct and accurate information to the Network.

4.3 All information relating to Subscribers will be dealt with in accordance with the Privacy Policy.

5. Registration process

5.1 Subscribers are to register on the Website/Application by providing necessary information/documentation to Limi, as indicated during the Registration process.

5.2 Once appointed, Limi agrees to provide the Service Offering to the Subscriber subject to the provisions hereof, with payment to be made by Subscriber to Limi in accordance with the provisions as per clause 6.3 below.

5.3 Subscribers must ensure they take enough time to read and understand all of these General Terms and Conditions, which full understanding thereof will be deemed by completion of the Registration process.

5.4 All Subscribers agree to comply with any reasonable identification and authentication requirements which may be requested by Limi.

6. Scope of terms and conditions

6.1 General

6.1.1 It is recorded that Limi is not the owner, agent or representative of any payment processing system which is used by Limi. Limi can therefore not be held liable for any loss which the Subscriber may suffer as a result of the use of the payment processing system which Limi uses. Furthermore, Limi will not be held liable for any financial losses which may be suffered by the Subscriber through use of its credit/debit or other payment facilities, and the Subscriber holds Limi harmless in this regard. Although every effort will be made by Limi to keep all Personal Information, or any other payment information provided by the Subscriber confidential and safe, Limi cannot guarantee the safety or the use of such information by any processing system which is utilized by Limi.

6.1.2 The Subscriber warrants that the information which it provides is accurate and not deceptive or fraudulent in any manner, and will not breach the rights of any third party, and is made in compliance with all applicable and relevant Laws and regulations in place.

6.1.3 The Subscriber agrees to keep its supplied information up to date, in order to remain correct at all times.

6.1.4 The Subscriber agrees that the use of any Service Offering is done entirely at its own risk.

6.2 Service Offering Provisions

6.2.1 Once the Subscriber's Registration has been successful and the Subscriber has been provided with an account number (issued to the Subscriber once the Subscriber signs up for the Free Trial or an Active Profile) the Subscriber shall be afforded the utilisation of the Service Offering which, according to the type of Service Offering opted for, may include the following functionality:

6.2.1.1 Administration & Configuration Functionality:
- Managing the structure of the information and how it is captured;
- Managing roles, users and permissions;
- Managing fields.

6.2.1.2 Management and Tracking of Tasks Functionality on both the Web Application and Mobile Application:
- Searching for tasks;
- Managing tasks (add, edit, assign, closing);
- Managing comments to tasks (add, edit, delete);
- Adding, viewing and deleting attachments.

6.2.1.3 Reporting & Statistics:
• Slicing and dicing information within limits to access information regarding tasks and users.

6.2.1.4 Document Library:
• Managing folders (add, edit and delete);
• Managing documents (uploading, downloading, deleting);
• Managing signatures (adding, viewing and deleting).

6.2.1.5 Account Information:
• View monthly usage and charges and access monthly invoice;
• Manage billing information;
• Manage account information.

6.2.2 The Subscriber assigns certain rights to specific Users. The rights that are assigned to a User will determine what type of functionality will be available to that specific User.

6.2.3 The Subscriber understands that the use of the facility enabling the Service Offering and use of the Service Offering is at the Subscriber's own risk and that Limi shall not be liable for any damage, loss of data, or consequential damages which the Subscriber may suffer as a result of the facility enabling the Service Offering, or the Service Offering being off-line or otherwise unavailable.

6.3 Pricing and Payment

6.3.1 The Subscriber shall make payment of the charges as per the monthly usage and charges detailed on the Website/Application under "Account Information" on the Subscriber's profile, unless alternative payment terms have been agreed to with Limi in writing. All charges exclude additional sales taxes or other applicable taxes, including, but not limited to GST and VAT, which may be applicable.

6.3.2 Where the Subscriber has selected to pay monthly charges by credit or debit card, Limi shall be entitled and authorised to debit the Subscribers credit card with the monthly charges based on the Subscriber's usage for the prior month. The Subscriber's credit card will be debited at the beginning of every month for the prior month. The Subscriber agrees to sign an additional and separate debit order authorisation, if necessary.

6.3.3 Where the Subscriber has selected to pay the monthly charges by way of electronic transfer, Limi shall receive payment by no later than the 7th (seventh) day of the month for use of the Services during the prior month. Should Limi not receive payment by the 7th (seventh) day of the month, Limi reserves the right to suspend the Subscriber's access to the Website and Application until such time as full payment has been received, or where alternative arrangements have been made in writing with Limi to make payment.

6.3.4 Limi reserves the right and may amend fees payable by the Subscriber upon 30 (thirty) days written notice being provided to the Subscriber (with email notice being sufficient written notice for purposes hereof).

6.3.5 It is recorded, and the Subscriber acknowledges, that billing in respect to the Service Offering will take place as follows:

6.3.5.1 Billing will take place in arrears i.e. the Subscriber will be charged for the prior month. Billing will take place during or around the 1st of every month;

6.3.5.2 A file for billing will be sent to Limi's payment processing system on the last day of every month, regardless of what day of the week it is (including weekends and/or public holidays);

6.3.5.3 The Subscriber will be billed for the base fee, fees for the number of active Users, as well as fees in respect to storage of attachments, documents and signatures over and above the free limit. Fees are calculated in accordance with the provisions of the Limi Website Pricing, which can be accessed at https://qualimi.com/pricing.php. The Qualimi Website Pricing forms part of these Terms and Conditions;

6.3.5.4 Users which were made active or changed from active to inactive in any month in question will be billed for;

6.3.5.5 Users that have been deactivated for an entire calendar month will not be billed for;

6.3.5.6 Service Offering increase in prices will be effective automatically on an annual basis:
• According to published US Inflation Rates;
• Financial year end will be confirmed – i.e. when the increase is to take place in January every year;

6.3.5.7 A history will be kept and visible on the front-end of what historical fees were charged, on what date they took effect and on what date they expired.

6.3.6 The Subscriber acknowledges that all payments will be processed as follows:

6.3.6.1 Payments will be effected via Limi's payment processing system, Stripe, a secure online payment system. (The terms and conditions applicable to payment processing in respect to Stripe can be found on https://stripe.com);

6.3.6.2 The Subscriber agrees that Limi may obtain such funds as per the provisions hereof. The Subscriber authorises the processing of such payment for the benefit and ownership of Limi according to the provisions envisaged herein.

6.3.6.3 It is recorded that Limi is not the owner, agent or representative of Stripe, or any other payment processing system which is used by Limi. Limi can therefore not be held liable for any loss which the Subscriber may suffer as a result of the use of the Stripe system, or other payment processing system which Limi uses. Furthermore, Limi will not be held liable for any financial losses which may be suffered by the Subscriber through use if its credit / debit or other payment facilities, and the Subscriber holds Limi harmless in this regard. Although every effort will be made by Limi to keep all Personal Information, including credit/debit or any other payment information provided by the Subscriber confidential, Limi cannot guarantee the safety or the use of such information by Stripe, or any other processing system which is utilized by Limi. It is expected that the Subscriber will acquaint themselves with the terms and conditions of Stripe, which terms and conditions can be found at https://stripe.com, and to only participate in the Service Offering once they are satisfied with and have accepted all of the terms and conditions related thereto.

6.3.7 The Subscriber undertakes to make payment of all invoices for services rendered by Limi in accordance with the provisions hereof, including the payment of any applicable sales taxes, GST and VAT

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6.3.8 In the event that payment is declined or does not reach Limi for any reason, Limi reserves the right to suspend the Services until such time as all payments are up to date.

6.4 General provisions relating to the use of the Website

6.4.1 Limi reserves the right in its sole discretion to amend or alter the Network or withdraw any other Service Offering at any stage.

6.4.2 To the extent permitted by law, Limi excludes warranties, whether express, implied, statutory, common law, or otherwise, relating to the Service Offering/s.

6.4.3 Should the Subscriber fail to comply with any of the provisions contained herein, Limi will have the right to suspend and/or terminate any Subscriber's use and / or Registration in the Network.

6.4.4 Limi has sole discretion to amend these terms and conditions at any stage, and to post such changes on the Website/Application, to be effective immediately.

6.4.5 By accepting these terms and conditions, the Subscriber also agrees to accept and be bound by any changes made by Limi under this clause 6, and the Subscriber's acceptance thereof will be deemed by its continued participation in the Network.

6.4.6 The use of the Website/Application and Participation in the Network is done so at the sole risk of the Subscriber.

7. Rights and obligations of the subscriber

7.1 The Subscriber undertakes that it will:

7.1.1 strictly comply with the terms of this Agreement and any reasonable directions in accordance with the provisions hereof;

7.1.2 familiarize itself and remain up to date with the most current information published on the Website/Application;

7.1.3 adhere to all provisions as more fully set out in these General Terms and Conditions;

7.1.4 not bring the Network/Limi into disrepute in any manner whatsoever;

7.1.5 abide by the Laws of the country where the Subscriber, the User/s and Logger/s, as well as where Limi and its servers are situated.

8. Participation in the network and termination

8.1 The Service Provider will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate the services without any prior notification or giving any reason for such termination or suspension.

8.2 Limi may restrict access to any part or all of the Website / Application and/or the Service Offering or related service(s) without notice as necessary to adhere to any applicable statute, regulation, or legal requirement. Access to the Subscriber's Services can also be temporarily restricted in the event of Limi's intrusion detection security systems or security staff detecting an immediate or potential security breach or threat such as a Denial of Service (DoS) attack from any of the Subscriber's related IP address(s). Access to the Subscriber's service will be restored in a timely manner once the breach or threat has been identified and resolved.

8.3 Should either Party decide to voluntarily terminate the Service Offering, Limi will provide sufficient and reasonable time for the Subscriber to export the Subscriber's issue data or alternatively, may provide the data to the Subscriber within 10 (ten) Business Days, in the event that the Subscriber data export is not possible. At no time will Limi withhold the Subscriber's data or prevent access to the Subscriber's data unless required by any applicable Laws.

8.4 To terminate the Service Offering, the Subscriber must provide notice in writing by email to support@qualimi.com. The Provider will respond with confirmation that the Subscriber's request was received and provide additional details as appropriate.

8.5 If a Subscriber breaches any of these General Terms and Conditions, Limi reserves the right to suspend or terminate a Subscriber's participation in the Network at any time, without prejudice to seek compensation for any damages suffered by Limi or any other Subscriver of the Network.

8.6 Limi reserves the right to cancel or reverse participation in the Network should the Subscriber not act in accordance with the spirit, purpose and objects of the Network, or is in breach of these General Terms and Conditions or other Network rules at any time.

8.7 If Limi, in its reasonable discretion, determines at any time, based on prima facie evidence that the Subscriber has:

8.7.1 acted dishonestly and/or in bad faith; and/or

8.7.2 made any intentional or negligent misrepresentation,

Limi shall be entitled to terminate this Agreement forthwith on written notice. Upon such termination, Limi shall be entitled, in addition to all other remedies available to it, to recover from the Subscriber any damages it has suffered by virtue of the conduct of the Subscriber.

8.8 The termination of the Subscriber's participation for any reason whatsoever shall not prejudice any accrued rights of Limi in relation to any antecedent breach by the Subscriber.

8.9 For the avoidance of doubt and without limitation, all provisions limiting the liability of the Parties, indemnity provisions, Intellectual Property provisions, confidentiality provisions and dispute resolution provisions shall survive termination of this Agreement, and the provisions of this Agreement shall continue to be binding and enforceable in respect of the above-mentioned provisions.

9. Representations, warranties and undertakings

9.1 No Party shall be bound by any representation, understanding, warranty, quotation, offer, agreement, undertaking, promise or the like not recorded in this Agreement.

9.2 The Subscriber represents, warrants and undertakes that it has the necessary power and authority to enter into this Agreement and to exercise its rights and observe and perform its obligations hereunder, and that the execution of this Agreement by it has been duly authorised so that upon execution, this Agreement will constitute valid and binding obligations of it in accordance with its terms.

10. Intellectual property rights and confidential information

10.1 Nothing in this Agreement shall give the Subscriber any rights in respect of the Intellectual Property and Confidential Information, and the Subscriber acknowledges that it will not acquire any rights in respect of thereto, and which shall remain vested in Limi.

10.2 The Subscriber will not name Limi or refer to the use of Limi's Service Offering in any publication, press release, advertisements, promotional or marketing materials, or other publicity statements without Limi's written permission.

10.3 The provisions of this clause 10 shall survive termination of this Agreement for whatsoever reason.

11. Indemnity and liability

11.1 Limi accepts no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of the Website, or any Limi website.

11.2 The Subscriber hereby indemnifies Limi against demand, claim or action relating to, or in connection with the Service Offering, whether directly or indirectly, unless such demand, claim or action arose as a direct consequence of the gross negligence or willful misconduct of Limi.

11.3 The Subscriber hereby indemnifies and holds Limi harmless from:

11.3.1 All demands, claims, actions, losses and damages of whatsoever nature which may be brought against Limi or which Limi may suffer or incur arising from Limi acting or not acting on any instruction, or arising from or out of the malfunction, product failure or unavailability of any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage medias, natural phenomena, force majeure, riots, acts of vandalism, sabotage, terrorism, and any other events beyond the Subscriber's control, interruption or distortion of communication links or arising from the reliance by any person on incorrect, illegible, incomplete or inaccurate information or data contained in any payment instruction;

11.3.2 Any loss or damages that may arise from the use, misuse, abuse or possession of any third party software, including, without limitation, any operating system software, browser software, or any other software packages or programs;

11.3.3 Any unauthorized access to the Subscriber's account or any breach of security or any destruction or accessing of the Subscriber's data or any destruction or theft of, or damage to, any of the Subscriber's equipment, including access obtained to the Subscriber's account in breach of these Terms and Conditions.

11.4 Under no circumstances shall Limi be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.

11.5 The Subscriber agrees that, notwithstanding, and in addition to any other provision contained in these General Terms and Conditions, Limi will not be liable to the Subscriber or any other person for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered, by any person however arising (including where the cause cannot be determined), or whether it arose directly or indirectly from any authorised or unauthorised use of, access to, reliance on, or any inability to use or access the Website/Application, the Network, the use or ownership of the Service Offering/s or as a consequence of such use, access, reliance, or inability to access the Website/Application, for an reason whatsoever.

11.6 Limi, or any of its associates or employees shall not be liable to the Subscriber for any negligent or innocent misrepresentation.

11.7 Limi shall not be held responsible for the confidentiality of information contained in documents that are sent to the Subscriber's selected e-mail address/es, or in respect of documents that have not reached the selected e-mail address.

11.8 To the maximum extent permitted by applicable Laws, Limi disclaims all warranties (whether express or implied) in respect to the Service Offering, including, but not limited to any implied warranty of merchantability or fitness for any particular purpose, and no infringement of third party rights. The entire risk arising out of use of the Service Offering remains with the subscriber.

11.9 Indemnity under this Agreement shall continue in full force and indefinitely.

12. Duration

12.1 These terms and conditions shall commence on the Effective Date and shall endure until terminated in accordance with the provisions contained herein (save for the provisions which survive termination).

12.2 These General Terms and Conditions shall remain in effect until terminated by either Party upon 15 (fifteen) days prior notice, or as otherwise provided herein.

12.3 Any termination of these terms and conditions shall not affect the obligations of either Party which are by their nature continuing, including, but not limited to, payment of outstanding accounts and obligations owed to the other Party.

13. Breach

13.1 If a Subscriber:

13.1.1 commits a breach of this Agreement, and in respect of a breach capable of being remedied, fails for any reason whatsoever to remedy such breach within 10 (ten) Business Days after delivery of written notice to it setting out the breach in question;

13.1.2 is provisionally or finally wound up, or a resolution is passed by any person in respect of any of the aforegoing process, or becomes subject to any business rescue procedure;

13.1.3 becomes factually or commercially insolvent, or commits any act which, if it were a natural person, would constitute an act of insolvency within the meaning of any insolvency act in force within any country or jurisdiction in which the Subscriber operates;

13.1.4 is subject to withdrawal, lapsing or expiry of any Licence required by the Subscriber to perform its obligations or exercise its rights under this Agreement; or

13.1.5 becomes prohibited in law from performing any of its obligations under this Agreement, Limi will be entitled to terminate this Agreement.

13.2 In any of the above events, Limi shall be entitled without any further formality and at its option to:

13.2.1 claim specific performance for any obligation, whether or not the due date for performance has arrived, without prejudice to Limi's right to claim damages;

13.2.2 recover such damages as Limi may be able to prove that it has sustained; and/or

13.2.3 terminate this Agreement in writing with immediate effect, without preju dice to any accrued rights and/or any claim for damages.

13.3 The provisions of clause 13 are in addition, and without prejudice, to the rights of either Party to terminate this Agreement in accordance with this Agreement or any applicable Law.

14. Dispute resolution

14.1 Any dispute, controversy or claim arising out of or in connection with this Agreement which cannot be resolved by the Parties in accordance with the terms of this Agreement will be submitted, upon written notice (the Notice of Reference) to that effect, in accordance with the provisions of the Arbitration Foundation of South Africa in force at the date of this Agreement.

14.2 Where Notice of Reference has been given, arbitration of such dispute shall commence forth with, unless the Parties agree that an attempt first be made by the Parties to settle such dispute amicably.

14.3 Arbitration shall take place in Johannesburg, or such other place as the Parties may agree, and shall be conducted in English language by arbitrator/s mutually appointed by the Parties. The arbitration shall follow the rules of the Arbitration Foundation of South Africa.

14.4 The arbitrator shall be, if the matter in dispute is principally:

14.4.1 a legal matter, a practicing advocate or attorney of Johannesburg of at least 15 (fifteen) years standing;

14.4.2 an accounting matter, a practicing chartered accountant of Johannesburg of at least 15 (fifteen) years' standing;

14.4.3 any other matter, an independent person, agreed upon between the Parties to the dispute.

14.5 Should the Parties to the dispute fail to agree whether the dispute is principally legal, accounting or other matter within 7 (seven) days after arbitration was demanded, the matter shall be deemed to be a legal matter.

14.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice, the arbitrator shall be appointed at the request of either Party to the dispute by the Johannesburg Bar Council, or its successors in title.

14.7 The arbitrator shall have the power to fix all procedural rules for the holding of the arbitration, including discretionary powers to make orders as to any matter which he/she may consider proper in the circumstances of the case with regard to submissions, pleadings, discovery, inspection of documents, examination of witnesses and any other matter relating to the conduct of the arbitration. The arbitrator may r receive and act on all such evidence, whether oral or written, strictly admissible or not, as he/she in his/her discretion may deem fit. Unless the arbitrator otherwise expressly directs, the arbitration shall be conducted according to the procedures laid down by the Uniform Rules of the High Court of South Africa as amended and adapted by any special rules or practices applicable in the South Gauteng High Court of South Africa.

14.8 The award of the arbitrator shall be final and binding upon all the Parties to the dispute (who hereby agree to carry out the award). The Parties hereby exclude all rights of appeal that might otherwise be conferred on them by law.

14.9 The arbitrator's award may be made an order of any court of competent jurisdiction including, for the avoidance of doubt, any court which is authorised to make such an order by virtue of any treaty or legislation to the reciprocal enforcement of foreign arbitrable awards or judgments.

14.10 The Parties hereby consent to the non-exclusive jurisdiction of the South Gauteng High Court.

14.11 The Parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not disclose the same to anyone except for the purposes of the arbitration proceedings in terms of this clause, any review thereof and obtaining an order.

14.12 The provisions of this clause:

14.12.1 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;

14.12.2 constitute a separate agreement, severable from the rest of this Agreement and shall remain in effect despite determination of or invalidity for any reason of this Agreement.

14.13 Nothing contained in this clause 14 shall prevent any Party from seeking interim relief from any court of competent jurisdiction, in circumstances justified by law.

14.14 Under no circumstances shall any Party be entitled to cease or suspend the performance of its obligations under this Agreement despite the dispute between the Parties, or the taking place of arbitration proceedings.

15. Domicilium

15.1 The Parties choose as their respective domicilia citandi et executandi for all purposes under this Agreement, whether in respect of payments, court process, notices or other documents or communications of whatsoever nature, the following addresses:

LIMI:
Physical Address: Pagel Schulenburg Inc., First Floor, Block H (Hampton House), Peter Place Office Park, 54 Peter Place, Bryanston, Gauteng, South Africa;
Email: support@qualimi.com.

SUBSCRIBER:
The address/es and contact details as provided in the Registration process.

15.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if given in writing, but it shall be competent to give notice by telefax, provided receipt is received confirming due completion of transmission.

16. Governing law and jurisdiction

16.1 The validity of this Agreement, its interpretation, implementation, enforcement, the respective rights and obligations of the Parties and all other matters arising in any way out of it, or its expiration or earlier termination for any reason whatsoever, shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa.

16.2 The Parties irrevocably consent to the exclusive jurisdiction of the High Court of the Republic of South Africa, Gauteng Local Division, in respect of all proceedings in connection with this Agreement.

16.3 Each of the Parties irrevocably waives any objection which it might now or hereafter have to the court being nominated as a forum to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Agreement, and agrees not to claim that any such court is not a convenient or appropriate forum.

16.4 The submission to the jurisdiction of the court referred to in this clause shall not be construed so as to limit the rights of either Party to take proceedings against the other Party in any other court of competent jurisdiction for the purposes of obtaining urgent or interdictory relief.

17. Severability

17.1 The Parties acknowledge that each provision of these General Terms and Conditions is separate. If any provision of these General Terms and Conditions is or becomes illegal, invalid or unenforceable for any reason whatsoever, it must be treated as if it had not been included in these terms and conditions.

17.2 The provisions of this clause does not:

17.2.1 make the rest of these terms and conditions illegal, invalid or unenforceable; or

17.2.2 affect the legality, validity or enforceability of any other provision or these terms and conditions as a whole.

18. Force majeure

18.1 Neither Party hereto shall have any liability by reason of failure to fulfil any obligations in terms of these terms and conditions if such failure is occasioned by force majeure including any act, omission or event beyond the reasonable control of such Party.

18.2 The onus of proving that such failure was occasioned by Force Majeure shall rest upon the Party alleging same.

19. Account owner responsibility

19.1 It is the responsibility of the Subscriber to ensure the following:

19.1.2 The Subscriber must identify User/s as the account system administrator/s and billing contact. This User will become the technical contact between the Subscriber and Limi and must be reachable by providing an active email and phone number while the Subscriber's subscription is active. This User's name and email may appear in the Registration as a local contact person visible to anyone using the Subscriber's account. Any questions about the Subscriber's account that Limi's support staff cannot address will be forwarded to this person.

19.1.3 The Subscriber must ensure all email addresses used in the Registration that may receive email notifications generated by the Subscriber's account are operational and able to accept emails from Limi by confirming the "limicorp.com" and the "qualimi.com" domain is whitelisted with the Subscriber's email application. Because the Service Offering has the potential to produce a significant number of notification emails, some email servers for recipients may reject the emails assuming they are SPAM. This condition can cause Limi's servers undue stress as well as delay critical business information to the Subscriber. The Subscriber may be required to resolve this matter by working with the Subscriber's local email administrator to establish Limi as a trusted source allowing emails from the Subscriber's account to be identified as "business" email and readily accepted by the Subscriber's servers without delay. Failure to comply may force Limi's technical staff to turn off the Subscriber's email notifications capability until the issue is addressed.

20. General

20.1 Limi reserves the right to modify or suspend the Network, or any aspect thereof, and/or cancel the Network in its entirety without notice and without repercussion.

20.2 Limi's servers housing data are located in Germany and Finland.

20.3 Limi shall be entitled to amend or revise any of the provisions contained in these General Terms and Conditions.

20.4 Any waiver, indulgence, relaxation or extension of time of any of these General Terms and Conditions will be effective only in the specific instance and reduced to writing and signed by Limi.

20.5 No latitude, extension of time or other indulgence which may be given or allowed by either Party to any other Party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or to operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of, or arising from this Agreement, such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

20.6 The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwith standing that the relevant clause may not expressly provide for such continuation.

20.7 The Subscriber hereby acknowledges and agrees that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances.

20.8 This Agreement constitutes the whole Agreement between the parties and supersedes any discussions, prior agreements and/or understandings regarding the subject matter hereof, including but not limited to any prior Agreements.

20.9 No addition or modification to any provision of this Agreement will be binding on the parties unless made in writing and signed by an authorized representative of Limi.

20.10 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

20.11 To the extent permissible by law no Party shall be bound by any expressed or implied term, representation, warranty, promise or the like that is not recorded herein, whether it induced the contract and/or whether it was negligent or not.