



STANDARD TERMS AND CONDITIONS

TECHNOLOGY

1. **Definitions:**
- 1.1 "Agreement" refers to the formal quotation and or contract formed between the Company and the Client, including the standard terms and conditions as mentioned hereunder.
- 1.2 "Authorised Users" means those individuals who are authorised by the Client to use the Services and the Programmes;
- 1.3 "Client" means the person or company representing a certain company, product or service and entering into an agreement with the Company for its services;
- 1.4 "Client Content" means all data and materials provided by the Client to the Company for use in connection with the Services, including, without limitation, client applications, data files, and graphics.
- 1.5 "Company" refers to MegaVision Media (Pty) Ltd. and in some cases, ConnectGroup.
- 1.6 "Confidential Information" shall mean:
 - 1.6.1 all information pertaining to the software as licensed by the Company;
 - 1.6.2 any information of whatever nature, which has been or may be obtained by either of the Parties from the other, whether in writing or in electronic form or pursuant to discussions or dealings between the Parties, or which can be obtained by examination, testing, visual inspection; and
 - 1.6.3 analysis, including, without limitation, scientific, business, or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, customer lists, price lists, studies, findings, the software, the source code of the software, inventions, or ideas.
- 1.7 "Copyright" shall mean all rights of copyright whether existing now or in the future in and to the software or any component thereof;
- 1.8 "Data" refers to any information, files, documents, records, or content generated, collected, or processed by the software during its use.
- 1.9 "Devices" means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Services are used and/or on which the software is installed.
- 1.10 "Intellectual Property Rights" means:
 - 1.10.1 all the rights in and to intellectual property relating to the software including (without limitation) the rights in and to trademarks, service marks, trade names, domain names, logos, getup.
 - 1.10.2 patents, provisional patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights;
- 1.11 "Licence" means a license to use the software with regards to a single end-user on the terms and conditions as indicated in this Agreement for the period during which that license remains valid;



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- 1.12 "Programme" or "Programmes" refers to the software platforms designed and owned by the Company.
- 1.13 "Services" refers to the building, deploying, training, and licencing out of software Programmes provided by the Company.
- 1.14 "Trademarks" means the trademarks and service marks that are specifically approved by the Company to use in connection with selling to their clients' their services that utilise the Services and software.

2. Services:

- 2.1 The Company agrees to either custom develop or license Programmes to Client's.
- 2.2 The Company has therefore agreed to provide, and the Client has agreed to take and pay for, the Company's software services on the terms and conditions of this Agreement.
- 2.3 License: Upon payment of the fees and subject to the continuous compliance with the terms and conditions of this Agreement, the Company hereby grants you a limited, revocable, non-exclusive, non-transferable license for the applicable Term to internally use the application services, software, and documentation, subject to all of the terms of the Agreement.

3. Restrictions:

- 3.1 You may not do any of the following: (i) provide, make available to, or permit individuals other than your users to use or access the Services, the software, or documentation, either in whole or part, except under the terms expressly set forth in this Agreement; (ii) copy, reproduce, republish, upload, post, or transmit the Services, software, or documentation (except for back-up or archival purposes, which may not be used for transfer, distribution, or sale, or installation on your Devices); (iii) license, sell, resell, rent, lease, transfer, sublicense, distribute, or otherwise transfer rights to the Services, software, or documentation; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive the source code of the Services, software, or documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services, software, or documentation without prior written consent of the Company; (vi) remove any proprietary notices or labels on the Services, software, or documentation, unless authorised in writing by the Company; (vii) use the Services or software to store or transmit Viruses; (ix) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party's use of the Services or any software, hardware, equipment or network; (x) use the Services in a manner that results in excessive use, bandwidth, or storage; or (xi) alter, circumvent, or provide the means to alter or circumvent the Services or software, including seeking any back end or unauthorised access or circumvention of the technical limitations or usage limits. Any such prohibited use shall immediately terminate Client license to the Services and software.



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4. Fees and Payment:

- 4.1 The Client agrees to pay the Company the agreed-upon fees for the Services.
- 4.2 All upfront development work or custom builds or additional scope requires a 50% deposit upfront and the remaining 50% deposit shall be paid on completion of the scope of work.
- 4.3 Payment terms are strictly 30 days from statement, unless otherwise negotiated with the Company in writing.
- 4.4 The Company shall have the right to immediately suspend the programmes or services if any amounts due by the client remains unpaid by the due date.
- 4.5 The Client shall not be entitled to set off, withhold or delay any payments in terms of this Agreement for any reason whatsoever including but not limited to, any mistake, delay, omission by the Company or any other cause beyond the Company's control or otherwise.
- 4.6 Should an order number be received without a signed proposal; the standard terms and conditions will still apply.
- 4.7 The formal quotation provided by the Company shall be valid for 15 days.

5. Duration:

- 5.1 This Agreement shall commence on the commencement date and shall remain in force and effect as outlined in the Agreement.
- 5.2 An automatic renewal of the contract will take place at the beginning of each month.

6. Data and Privacy:

- 6.1 All Data received from the Client and all Data recorded on Company Programmes are securely stored on servers compliant with ISO 27001:2013 standards, ensuring robust security measures are in place to safeguard the confidentiality, integrity, and availability of the Data. Additionally, all Data handling processes adhere to the requirements set forth by the Protection of Personal Information Act (POPI), ensuring compliance with Data protection regulations.
- 6.2 All Data collected, processed, or stored within Company Programmes belongs solely to the Client. The Company acknowledges and respects the Client's ownership rights over their data and undertakes to maintain the confidentiality and privacy of such Data in accordance with the terms of this agreement.
- 6.3 The Company shall not utilise or exploit Client data for any purpose unrelated to the provision of services under this agreement. Specifically, the Company shall refrain from using Client data for advertising



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purposes, nor shall it sell, lease, or otherwise transfer Client Data to third parties without prior written consent from the Client.

- 6.4 In addition to the terms outlined in this document, specific agreements and licensing specifications governing the use, access, and management of Client Data may be documented separately. Such agreements shall be mutually agreed upon by both parties and executed through formal signing procedures to ensure clarity and enforceability of the terms.

7. Termination

- 7.1 The Client can terminate this Agreement by giving 90 (Ninety) days prior written notice to the Company;
- 7.2 The Company shall be entitled to immediately terminate the agreement due to a breach committed by the Client.
- 7.3 Upon termination of the agreement, any amounts outstanding shall be immediately due and payable.
- 7.4 All rights, title and interest to the programs and services granted to the Client will immediately cease to exist, and all Services and Programmes provided by the Company may cease their functionality. The precise timing of which shall be determined at the Company's sole discretion within the confines of what is fair and deserved.

8. Client Responsibilities:

- 8.1 The Client will provide all necessary information, content and access required for the successful execution of the Services.
- 8.2 It is solely the Client's responsibility to evaluate the accuracy, completeness, reliability, and validity of all information presented on, or accessed through, the Programme.
- 8.3 You acknowledge, agree, and warrant that: (i) you are and will be responsible for your and your users' activity and compliance with this Agreement, and if you become aware of any violation, you will immediately terminate the offending party's access to the software and documentation and notify the Company.

9. Confidentiality:

- 9.1 Both parties agree to keep confidential any proprietary or confidential information disclosed during the course of the Services.



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10. **Warranties:**

- 10.1 Apart from any express warranties provided in respect of the software or implied warranties of quality applying by operation of law in the Republic of South Africa, the Company disclaims all warranties concerning the software, express or implied, including without limitation, any warranties, duties or conditions of merchantability or fitness for a particular purpose, warranties of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the software, and the provision of or failure to provide support or other services, information, software, and related content through the software or otherwise arising out of the use of the software. The Company expressly records that it does not warrant that the software will operate in combination with other software products, or that the software will operate uninterrupted or error-free.

11. **Limitation of Liability:**

- 11.1 The Company shall not be liable for any indirect, incidental, special, or consequential damages arising from the Services.
- 11.2 The total liability of the Company under this Agreement shall not exceed the total fees paid by the Client.
- 11.3 In the event of any changes in the Client's network settings, or the Client's network environment affecting the performance of the programmes in any way, the Company will not be held liable for any loss in productivity or any other loss or damage suffered by the Client and the Client indemnifies the Company against any loss or damage as a result of the changes in the performance of the programmes.

12. **Breach:**

- 12.1 The Client shall be in default if it:
- 3.1.1 fails to pay any amount due by it in terms of this Agreement, by the due date, and fails to remedy such breach within 7 (seven) days of written notice to do so; or
 - 3.1.2 commits a material breach of any other provision of this Agreement and fails to remedy such breach within 7 (seven) days written notice to do so; or breaches any of the terms stipulated in clause 6 above, and/or
- 12.2 The Company reserves the right to suspend the provisioning of the service and/or use of the programmes in terms of a breach by the client or as a result of non-payment.

13. **Governing Law:**

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of South Africa.



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- 13.2 The Company shall have the right to institute any action in either the Magistrates Court or the High Court at its sole discretion, regardless of whether the quantum of any claim by the Company against the client exceeds the jurisdiction of the Magistrates Court.
- 14. General:**
- 14.1 This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.
- 14.2 The Client shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Agreement to any third party.
- 14.3 Each clause in this Agreement is severable, the one from the other and if any clause is found by any competent court to be defective or unenforceable for any reason whatsoever, the remaining clauses shall not be affected and shall remain of full force and effect.
- 14.4 Amendments to the Agreement must be in writing and signed by both parties thereto.
- 15. Costs:**
- 15.1 From the date of quote to the date of order confirmation, any variations in scope of Services will be for the Clients account.
- 15.2 Travel and training is priced separately unless otherwise agreed to by parties.
- 16. Signature**
- 16.1 Signature of the quote or any other written form of acceptance shall constitute acceptance of the Company's Terms and Conditions.
- 16.2 The personal information hereby provided by the client will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the Agreement entered into between the parties as well as to inform the client of additional goods and/or services that could be of value to the client.
- 16.3 The Client acknowledges that they have a right to object to the processing of its personal information for marketing purposes and unless expressly stated otherwise hereby consents to its personal information being used by the Company for the above-mentioned purposes.



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Company name: _____

Representative name: _____

Signature: _____

Date: _____