

Terms and Conditions

Introduction

SyncMyOffice™ (“SMO”) provides such services as Hosted Exchange, Hosted SharePoint, Online Backup, Web Hosting, Virtual Private Server, Office 365 and Office 365 NPO’s (“the Services”) including in scope and out of scope support as defined in the individual annexures based on the services required by its customers. SMO recognizes and vigilantly protects the privacy of its customers and website visitors. The following describes how SMO handles information. SMO may learn about you from your use of the Services and/or your use of the SMO website. The following also provides the rules that govern use of the SMO website and Services. Both this introduction and Service Level Agreement (“the agreements”) contained hereunder are subject to:

- 1. The Consumer Protection Act 68 of 2008 (“the CPA”);**
- 2. The Protection of Personal Information Act (“POPI”); and**
- 3. The General Data Protection Regulation 2016/679 (“GDPR) (if applicable).**

In circumstances of the CPA, POPI or GDPR being applicable to the Agreement, the provisions of the CPA, POPI or GDPR shall prevail in the event of a conflict between any provision of the Agreements and the provisions of the CPA

Definitions of Services by SMO:

Hosted Exchange

Hosted Exchange is a service in the telecommunications/information Technology industry whereby a provider makes a Microsoft e-mail box (mailbox) and space available on a server so its clients can host their emails data on the server. The provider manages the hosted mailbox of its clients on the server.

Hosted SharePoint

Hosted SharePoint is a web-based collaborative platform that integrates with Microsoft Office and is hosted on a server accessible via the internet. Microsoft's Hosted SharePoint is typically bundled in Microsoft Office 365 subscriptions but can be purchased outright. SharePoint is limited to a core set of collaboration, file hosting, document and content management scenarios that can be used to develop automated business processes.

Online Backup

In storage technology, online backup means to back up data to a remote server or computer using a network connection. Online backup technology leverages the Internet and cloud computing to create an attractive off-site storage solution with little hardware requirements for any business of any size.

Web Hosting

Web Hosting is a service that allows organizations and individuals to post a website or web page onto the Internet. A web host, or web hosting service provider, is a business that provides the technologies and services needed for the website or webpage to be viewed on the Internet. Websites are hosted, or stored, on special computers called web servers. When Internet users want to view your website, all they need to do is type your website address or domain into their browser. Their computer will then connect to the web server and your webpages will be delivered to them through the browser.

Virtual Private Server (Vps)

A virtual private server (VPS), also called a virtual dedicated server (VDS), is a virtual server that appears to the user as a dedicated server, but that is actually installed on a computer serving multiple websites. A single computer can have several VPSs, each one with its own operating system (OS) that runs the hosting software for a particular user.

Office 365

Microsoft Office 365 is a Software as a Service (SaaS) solution that includes Microsoft Office and other services, such as email, office applications, collaboration and a comprehensive set of software tools and services that facilitate office documentation, communication and management tasks. No upfront installation or integration is required, other than an Internet connection and supporting Web browser.

Office 365 For NPO’s

Microsoft has created an automated system to allow NPO’s (non-profit organizations) to sign up for special discount subscriptions for Office 365. NPO status is used in conjunction with Office 365 to provide free/discounted licensing depending on the subscription the users select. This includes the applications which is also depending on the

subscription. Clients need to complete the process using their own credentials to ensure they are validated for the special subscription appropriately, before they can get any Office 365 license.

Both in and out of scope support is determined as per the Customer's requirements and needs when ordering or amending a request.

Virtual Private Server (Vps)

A virtual private server (VPS), also called a virtual dedicated server (VDS), is a virtual server that appears to the user as a dedicated server, but that is actually installed on a computer serving multiple websites. A single computer can have several VPSs, each one with its own operating system (OS) that runs the hosting software for a particular user.

The Agreements Govern Your Use Of The SMO Services.

These Terms and Conditions constitute a contractual agreement between you and SMO regarding your use of the SMO services and website and any activities or transactions you may conduct through the SMO website. These Terms and Conditions also contain our Privacy Policy – SMO's commitment to you concerning how SMO uses information you provide to SMO either through the use of our website or the Services. Your use of the SMO website and/or the Services constitutes your agreement to follow and be bound by these Terms and Conditions and by the SMO Privacy Policy (collectively, "Terms and Conditions"). SMO reserves the right to modify, alter, or otherwise update these Terms and Conditions at any time. SMO will notify you in the event of changes made by notice on the website and email, so you are encouraged to review these Terms and Conditions from time to time. Your continued use of the SMO website and/or Services following the posting of changes to these Terms and Conditions will constitute your acceptance of any and all posted changes.

SMO Keeps Personal Information Private And Limits Use Of Personal Information.

The information SMO receives depends upon what you do when you visit the SMO website and how you use the Services. Unless SMO has your permission, SMO does not share with third parties any personal information you provide to SMO. By "personal information" SMO means information that can be used to identify or contact you, such as your name, e-mail address, IP address, mailing address, telephone number, fax number, and billing, payment, usage, credit and transaction information (including credit card numbers, account numbers and identification numbers), subject to SMO's cookie policy below. By "third parties" SMO means anyone who is not directly involved in the maintenance or running of the SMO website or the Services. SMO uses personal information you provide to SMO (on the SMO website, or by email, fax, or correspondence, or the use of the Services) strictly for the purposes for which you have provided it. For example, if you request information about a product and provide us with contact information (which may include personal information, such as an e-mail address, mailing address, or phone number), SMO will use that information to contact you regarding your request. In addition, SMO may use your personal information, for example, to deliver free promotional materials or newsletters to you subject to any restrictions contained in the CPA. If you prefer not to receive such information from us, simply notify us to that effect. Similarly, if SMO has your permission to share information with third parties, you should know that third parties are generally prohibited from using personal information for secondary purposes beyond the purposes for which the information is shared. To measure our visitors' and customers' interest in and use of various areas of the SMO website, and SMO's products and the Services, SMO may rely upon aggregate information. By "aggregate information" SMO means information that does not identify you, such as web pages viewed on the SMO website. With this aggregate information, SMO may monitor visitor traffic patterns, usage of the SMO website, and undertake to improve the SMO website's layout and design. SMO may also use aggregate information to assist in the marketing of SMO's products and the Services. If you are a customer of SMO, SMO uses your personal information to provide, confirm, change, bill, monitor, and resolve problems with the Services or their quality. SMO may also use your personal information to develop, market, and sell SMO products and the Services to you.

Use Of "Cookies"

Cookies are small pieces of information that a website transfers to your hard drive, where it is stored by your browser on your computer's hard drive for record-keeping purposes (such as storing user preferences). SMO does not use cookies to save personal information. SMO may, however, use cookies to show how and when visitors use the SMO website in order to make improvements and updates to the SMO website. Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please consult the help section of your web browser software to learn how to do this. Please be advised that sites you link to from the SMO website may use cookies differently than SMO does. You should read and understand the privacy policy of the site(s) you link to in order to determine whether and how a particular site uses cookies.

Security Of The Personal Information You Provide To SMO

Each of SMO's owners, directors and employees abide by the Privacy Policy and applicable legal requirements, and only authorized employees have access to your personal information. SMO has implemented technology and security features to safeguard the privacy of your personal information. SMO has in place security control systems designed to prevent unauthorized disclosure of your personal information. SMO complies in all respects with the Protection of Personal Information Act 4 of 2013 ("POPI") and the Consumer Protection Act 68 of 2008 ("Protection Act") where applicable.

Exception To SMO Privacy Policy

There is an exception to the Privacy Policy. It may be necessary for SMO to release or use personal information in connection with legal proceedings, or in response to a subpoena, warrant, court order, levy, attachment, order of a court-appointed receiver, or other comparable legal process, including subpoenas from private parties in a civil action.

Correcting Information; Opting Out

If at any time you would like SMO to update or correct personal information you have previously provided to SMO, feel free to contact us using the contact information provided below in the "How To Contact Us" section, and SMO will update or correct your personal information to the extent your request does not compromise our privacy policies. In addition, if you request, SMO will use commercially reasonable efforts to remove your name and personal information from any database(s) SMO may maintain. However, it may be impossible to remove this information completely, due to backups and records of deletions. If you wish to remove your name from any database(s) SMO may maintain, please notify us in writing.

Cancellation Policy

Contracts are offered on a monthly, quarterly and annual cycle. For all 3 cycles there is a 28 day notice period. This means data of your hosted Solution needs to be removed on or before the 28th day of the subsequent month. Contracts will be automatically renewed from the 28th day of the month. Contract duration can be changed however: you can change an annual billing cycle to a monthly billing cycle one month prior your annual contract is due to expire after notice to SMO. If already in a current billing cycle the new cycle will take place after the end of the current month. After receipt of your annual renewal invoice, you may still inform us to change to a monthly billing cycle, and you will be issued with a new invoice which will be due as per normal on the first of each month.

If You Visit The SMO Website To Browse Or To Read Or Download Information.

SMO may, subject to the provisions of POPI, collect and store: the name of the domain name and host from which you access the internet (for example, mweb.co.za); the Internet Protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and time you access the SMO website; and the Internet address of the website from which you linked to the SMO website. SMO uses this information for system administration, to measure the number of visitors to the SMO website, to improve site performance, to help us make the SMO website more useful and/or to gather broad demographic information for aggregate use. SMO does not link an IP address to personal information, meaning that a user's session will be logged but the user remains anonymous to us. If SMO does decide to link any aggregate information, or your IP address to your personal information, SMO will treat the resulting information as "personal information" for all purposes under this Policy.

Ownership Of Site Contents; Downloading

Unless otherwise noted, all text, images, illustrations, designs, icons, photographs, video clips, and other materials that are part of the SMO website (collectively, the "Contents") are copyrighted works, trademarks, get up, or other intellectual properties owned, controlled, or licensed by SMO or used under principles of "fair use." You may not download or copy the Contents unless expressly permitted by SMO in writing.

Links To Other Websites

The SMO website may contain links to other sites ("Third Party Sites"). SMO does not necessarily endorse, sanction, or verify any of these Third Party Sites, and SMO provides these links merely for the convenience of SMO's users. Please be advised that, once you access a Third-Party Site through a link on the SMO website, you are subject to the privacy policy and terms and conditions of the Third Party Site. SMO has no control and bears no responsibility for any action or policy associated with any Third Party Site. Concerns regarding a Third Party Site should be directed to the Third Party Site. The user indemnifies SMO against damage caused by Third Party Sites.

User Comments

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted, or offered to SMO through the SMO website or otherwise disclosed, submitted, or offered in connection with your use of SMO website (collectively, "Comments") shall be and remain the property of SMO. You agree that SMO may use or disclose Comments in any manner consistent with our Privacy Policy contained herein. SMO shall be free to use, without restriction and without compensation to you, any ideas, concepts, know-how, suggestions, or techniques contained in

any Comments you send to us for any purpose whatsoever. SMO has no obligation to respond to any Comments, and SMO reserves the right, but undertakes no duty, to review, edit, move, or delete any material posted by users on the SMO website, in SMO's sole discretion and without notice.

Content Of User-Posted Information; Other Use Of Site

You are prohibited from posting or transmitting any "spam," (as contained in the spam policy provided herein) unlawful, or other material SMO deems inappropriate for the SMO website. SMO disclaims all responsibility or liability arising from the content of any user postings. When you use the Services, you must comply with SMO's Acceptable Use Policy available here. You agree to refrain from undertaking any activity that imposes an unreasonable or disproportionate burden on the SMO website. SMO reserves the sole and absolute discretion to deny, revoke, or otherwise restrict the access privileges of any user who at any time fails to comply with these Terms and Conditions.

Complaints Over Perceived Infringement

SMO respects intellectual property rights and will terminate registered users and deny access to others who, in SMO's discretion, repeatedly infringe the intellectual property rights of others. If you believe that materials posted on the SMO website infringe rights you enjoy under copyright law in specific materials (collectively, a "Work"), SMO requests that you follow the procedure described below to notify us of your concerns or objections. In turn, SMO agrees to respond to your notice.

Disclaimer

While SMO uses reasonable efforts to include accurate and up-to-date information on the SMO website, SMO makes no warranties or representations as to its accuracy. SMO assumes no liability or responsibility for any errors or omissions in the content on the SMO website. The SMO Website and all contents of the SMO website are provided on an "As Is", within the confines of the Protection Act, basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge by your use of the SMO website that your use of the SMO Website is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of the SMO website. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

Indemnification

You agree to defend, indemnify and hold SMO harmless from and against any and all claims, damages, costs, and expenses, including attorney's fees, arising from or related to your failure to comply with these Terms and Conditions.

Limitation Of Liability

Neither SMO nor any other party involved in creating, producing, or delivering the SMO website shall be liable for any direct, incidental, consequential, special, indirect or damages of whatsoever nature arising out of your access to or use the SMO Website.

Choice Of Law And Jurisdiction

Unless otherwise specified, the SMO website and the Contents thereof are displayed solely for the purpose of promoting the services of SMO. The SMO website is controlled and operated by SMO from its location in South Africa. This Agreement shall be construed in accordance with the laws of South Africa.

Conflict Of This Introduction And The Service Level Agreement

In the event of a conflict of the provisions of this Introduction and the Service Level Agreement the provisions of the Service Level Agreement shall prevail.

How To Contact Us

If you have any questions about our Acceptable Use Policy or your dealings with our Website, you may contact us at legal@syncmyoffice.co.za. Please be advised that, if you contact us, SMO may use the personal information you provide in the ways SMO has described in our Privacy Policy contained herein. If you experience technical problems with the operation of our Website, contact our webmaster@syncmyoffice.co.za © 2018 SyncMyOffice (Pty) Ltd

Services Level Agreement

This Service Level Agreement (“SLA”) applies to and governs such SyncMyOffice Office 365, SharePoint Online, Web Hosting, Virtual Private Server, Exchange Hosting, Backup Online and other remotely provided services as SyncMyOffice may offer from time to time and further defined below (collectively, “Services” and each a “Service”) and that You order and pay for in accordance with and subject to your compliance with SyncMyOffice’s Master Service Agreement (“MSA”). Except as noted below, this SLA applies to each of the Office 365, SharePoint Online, Web Hosting, Virtual Private Server, Exchange Hosting, Backup Online and other remotely provided services. Capitalized terms in this SLA have the meaning set forth in the MSA unless they are otherwise defined herein, or the context requires otherwise.

DEFINITION & LIMITS OF SERVICE

Services Definitions

1. Office 365 Service:

SyncMyOffice’s application service for browser-based collaboration and document management, created using Windows® SharePoint® services.

2. SharePoint Online Service:

SyncMyOffice’s application service for browser-based collaboration and document management, created using Windows® SharePoint® services.

3. Web Hosting Service:

SyncMyOffice’s application service making available shared resources on a server to make a site viewable on the Internet for other users.

4. Virtual Private Server Service:

SyncMyOffice’s application service making available a virtual server environment that runs its own operating system and sets of dedicated resources.

5. Exchange Hosting Service:

SyncMyOffice’s application service for email, calendaring, task management, and file sharing, created using Microsoft® Exchange server software.

6. Backup Online Service:

SyncMyOffice’s application service for backup, recovery and restore services. Such Services are provided as network-based Services and each charged for on a monthly subscription basis. SyncMyOffice provides all server and software maintenance, including 24/7 monitoring, testing and deployment of software patches, bug fixes, service packs, and same-version upgrades, and monitors and manages user accounts according to the provisions set forth in this SLA. Each Service also includes the provision of SyncMyOffice’s proprietary account provisioning and management interface for use by your corporate administrator and users in managing your organization’s accounts.

2. Disaster Recovery

SyncMyOffice schedules daily network backups to the shared backup devices. Backups are monitored and checked for errors, and regularly scheduled tests of the restoration procedures are performed. Backup copy retention time is three (3) (Web Hosting and Virtual Private Server (Services), five (5) (SharePoint and CRM Services) or seven (7) (Exchange Hosting Service) days, as applicable. SyncMyOffice does not guarantee, however, that a valid backup is available for every day of this 3/5/7 day period, as applicable. If a disruption of the Service occurs, SyncMyOffice will assign its highest priority and will make its best commercial efforts to ensure the timely restoration of the Service. Depending on the type of disruption that has occurred, SyncMyOffice may elect to first restore the Service without the data. Any data not immediately accessible after a disruption in the Service will be restored from the most recent backup and made accessible with SyncMyOffice’s highest priority. In order to ensure the readiness of SyncMyOffice’s operators to complete the offline restoration process, SyncMyOffice runs frequent drills to test restoration performance. Please note, however, that SyncMyOffice is not responsible for data loss resulting from the failure or loss of backup media.

3. Restoration

SyncMyOffice recognizes that from time to time, your users or administrators may mistakenly delete, in whole or in part, items in your database, mailbox or public folders, as applicable. As this is not a system fault and restoration may require partial implementation of SyncMyOffice’s disaster recovery procedures, SyncMyOffice reserves the right to charge You, and You agree to pay for, these restorations for a fee of \$150 per hour (with a minimum fee of \$100, plus taxes). Please note, however, that SyncMyOffice does not guarantee the integrity of the Web content, mailbox content or public folders, as applicable, of each individual backup (only applicable to Exchange Hosting Service). Note that items

within a mailbox that have been accidentally deleted can usually be restored directly from the Deleted Item Folder by the end user, even after the Deleted Item folder has been emptied (Instructions for this procedure are contained within the Outlook® Help system.) Note, however, that SyncMyOffice retains these deleted items online for no more than seven (7) days. If a public folder or mailbox cannot be recovered from the online Deleted Items storage, SyncMyOffice must restore the items from the backup tapes employed in its disaster recovery systems. SyncMyOffice will restore these items within 96 hours of an approved request from your designated administrator acknowledging the fees.

4. Public Folder/Personal Mailbox Size Limits

(Only applicable to Exchange Hosting Service) You will receive a specified amount of storage assigned to each mailbox, as per the terms of the MSA. Warnings are automatically sent via email when a user reaches 90% - 95% of the limit granted by the system administrator for such user's personal mailbox. Another warning is sent via email when a user reaches the granted limit. Should a user exceed this limit, the user will be unable to send or receive email until the user either reduces the mailbox size below the imposed limit or is granted an increase in personal mailbox capacity by the system administrator. SyncMyOffice is not responsible for service unavailability or data loss caused by any mailbox or folder storage capacity. You should not exceed the creation of subfolders and/or the total inside its public folder. Should You exceed the amount of subfolders and/or storage assigned, SyncMyOffice is not responsible for service unavailability and may require You to reduce the number of created subfolders. Furthermore, the number of items per public folder should not exceed the advised maximum number of items advised. To manage the number of items per folder, You should configure expiration accordingly. If the number of items per folder limit is reached regularly, even with an aggressive expiration schedule, consider segmenting the public folder into sub-topics and creating multiple public folders for each sub-topic.

5. Email Volume Limits

(Not applicable to SharePoint Service) Inbound and outbound Internet emails may contain a maximum of 1,000 (Exchange Hosting, Web Hosting and Virtual Private Server Services) or 10 000 (Office 365 business) recipients, as applicable, including all addresses in the To, CC, and BCC fields. Additionally, SyncMyOffice policy limits users to sending and receiving Internet emails to a maximum of recipients per 24 hours. If a user regularly sends and/or receives more than this number of emails per 24 hours, SyncMyOffice reserves the right to suspend that user. These limitations apply only to Internet messages; internal messages are not limited. Sending bulk emails, including newsletters, opt-in email services, etc. through SyncMyOffice's Internet gateway network ("Network") is prohibited. Attempting to send these types of mailings through the Network violates the terms of this SLA and, without limitation, voids the performance commitments provided for herein. Please see the MSA for further details. Please contact SyncMyOffice to purchase additional services if You need to send these types of mailings.

6. Inactive/Disabled Account Policy

Accounts that have been inactive or disabled either by You contacting SyncMyOffice and requesting the account be terminated, by You using SyncMyOffice's administration tools to terminate the account, or by SyncMyOffice's account service team due to delinquent payment or otherwise, may be permanently deleted three (3) (Web Hosting Services) or seven (7) (SharePoint, Virtual Private Server, Exchange Hosting, and CRM Services) days, as applicable, after the date of account termination unless You agree to pay a SyncMyOffice's applicable maintenance fee for the inactive accounts.

SyncMyOffice SUPPORT & OTHER SERVICES

7. Systems Support

SyncMyOffice provides systems support to your designated administrators. Systems support is defined as support associated with issues/faults with SyncMyOffice's servers. There are no additional charges for this support. (Note: please check the Server Status Page on our website before calling SyncMyOffice's Client Support Services). You may designate up to four (4), but no more than four (4), administrators who are authorized to call SyncMyOffice's client support services.

8. End-User Support

SyncMyOffice also provides, at no additional charges, limited end-user support for each of the Office 365, SharePoint online, Web Hosting, Exchange Hosting and Backup Online Services. For the Virtual Private Server Service, end-user support may be purchased separately. Please contact SyncMyOffice to purchase any such additional end-user support services.

9. Account Administration

SyncMyOffice provides your designated administrators with access to an account management and administration tool. The Control Panel enables your designated administrators to change passwords, enable new accounts and disable old accounts, etc. You are entirely responsible for maintaining the confidentiality of your passwords and account. Furthermore, You are entirely responsible for any and all activities that occur under your account. You agree to notify

SyncMyOffice immediately of any unauthorized use of your account or any other breach of security. SyncMyOffice will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, You could be held liable for losses incurred by SyncMyOffice or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

10. Customer Service, Billing And Sales Enquiries

Any enquiries can be sent to support@syncmyoffice.co.za. Any billing enquiries regarding your account can be sent directly to billing@syncmyoffice.co.za. All enquiries regarding the purchase of new accounts or additional services should be addressed to sales@syncmyoffice.co.za.

11. Optional Support Services

In addition to the support described above, SyncMyOffice also offers custom contracts for different types of support programs; please contact your SyncMyOffice sales representative for details. Additionally, several support offerings are available on an as-needed basis, with discrete pricing for each service. For advanced customization features (such as application development, form design, etc.) or for data migration services from existing in-house applications running at your site, SyncMyOffice will work on a project basis. SyncMyOffice will provide a statement of work, including a price quotation, prior to undertaking such a project. **SyncMyOffice reserves the right to deny support to individuals that are not running the latest updates and/or pirated or non-activated software such as:**

☒ Windows Operating system

Microsoft Office applications

Any other 3rd party applications that may/may not interfere with the normal operation of your devices.

This includes but is not limited to:

- Changes to the Operating system registry
- Changes made to the host file

SERVICE LEVELS/PENALTIES

SyncMyOffice is committed to providing You with quality Services. To support this commitment, SyncMyOffice observes the following schedule of penalties for certain failures to comply with this SLA.

12. Application Service Availability

SyncMyOffice covenants to a 99.9% average scheduled availability of a Service. This guarantee is calculated on a monthly basis and applies 24 hours per day, 365 days a year, except as noted below. Availability is defined as the ability of a user within an organization to connect to a Service and access the Hosted Email, Hosted SharePoint, Web Hosting or other site, mailboxes, public folders or the Virtual Private Server connector, via internet in each case as applicable. Rarely is the case that a Service may be functioning in some areas and not functioning in others; e.g., the documents may be available, but the search engine may be unavailable (SharePoint Service), or the email function (receiving/sending emails) may be available but data in Public Folders and calendar may be unavailable (Exchange Hosting Service). This time of any such diminished functioning is not considered downtime and is excluded from the calculations of availability. In addition, the following conditions are specifically excluded from the calculation of availability:

- • A problem with your network, Internet connection, or a private network connection to the Service, which prevents You from reaching a site, connector, mailbox or public folder.
- • A problem connecting to the Service due to any action on your part that triggers a security response; e.g., scanning the ports on a SyncMyOffice router triggers a shut-down of the ports used by You.
- • Scheduled maintenance (normally scheduled between 02:00 AM and 8:00 AM). SyncMyOffice will provide at least two (2) days of notice prior to maintenance periods.
- • Installation of urgent "hotfixes". These will be scheduled as quickly as possible after testing, with notification sent to You; the two-day notification above is waived for urgent hotfixes.
- • SyncMyOffice also reserves additional minimum two (2) two-hour maintenance windows on Wednesdays and Saturdays from 11:00 PM to 6:00 AM, during which the servers may be offline for urgent fixes.
- • Software "bugs" or problems within used products that create service interruptions. Bugs must be acknowledged by the vendor to be excluded from calculations.
- • Problems connecting to the Service due to the addition of 3rd party (i.e. non-Microsoft) software installed on your PC or network, e.g. Outlook plug-ins and add-ons.
- • Movement of mailboxes within the Exchange Hosting Service among the different SyncMyOffice servers – as SyncMyOffice may do in its discretion. SyncMyOffice makes no promise of notification to You for these moves, which, normally, should not affect users whose software is installed and configured correctly.

- • Incorrect configuration of the user's software that results in the inability to connect to the Service is not considered downtime and is excluded from the calculation of system availability.
- • The period of time during which SyncMyOffice disaster recovery is in effect.
- • Any circumstance beyond SyncMyOffice's reasonable control.

SyncMyOffice calculates uptime as a percentage of the time during a month (30 days X 24 hours X 60 minutes) that the system is available, excluding the conditions above.

13. Web Hosting Servers Availability (Only Applicable To Web Hosting Service)

SyncMyOffice's primary commitment is to provide outstanding Web Hosting service to all customers. To support this commitment, SyncMyOffice observes the following:

- **WEB SERVER AVAILABILITY** SyncMyOffice covenants to 99.9% Web server availability, defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. SyncMyOffice will not monitor availability of individual web sites but only monitors the server availability as a whole for the Web Hosting Service. Denial of service attacks or other types of attacks directed toward SyncMyOffice's network of servers resulting in or contributing to downtime will not be included in Web Server Availability calculations. Web Applications Availability Note Web Server Availability guarantee does not cover availability of specific applications or servers products deployed on Web Server. Performance of such applications largely depends on the quality of code comprising such application, which is beyond SyncMyOffice's control.
 - **SQL (DATABASE) SERVER AVAILABILITY** SyncMyOffice covenants to 99.9% SQL (database) server availability. SQL server availability is defined as the ability to receive a response from SQL server on the advised/dedicated port, calculated on a monthly basis. SyncMyOffice will not monitor availability of individual SQL databases but only monitors the server availability as a whole. Denial of service attacks or other types of attacks directed toward SyncMyOffice's network of servers resulting in or contributing to downtime will not be included in SQL Server Availability calculations.
 - **MAIL SERVER AVAILABILITY** SyncMyOffice covenants to 99.9% Mail server availability. Mail server availability is defined as the ability to retrieve the SMTP and POP headers from the mail server, calculated on a monthly basis. SyncMyOffice will not monitor availability of individual mail accounts or mailboxes but only monitors the server availability as a whole. Denial of service attacks, mail bombing, and other flooding techniques directed toward SyncMyOffice's mail servers resulting in or contributing to downtime will not be included in Mail Server Availability calculations. The outgoing email protocol used on the mail server (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of email messages. If the mail server's first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 24 to 72 hours, the messages will be returned to the sender.

14. Exchange Hosting Specific Terms (Only Applicable To Exchange Hosting Service)

- **Email Delivery Restrictions** Individual email messages (including attachments) inbound from the Internet or outbound to the Internet are limited to 50 MB. Internet email messages including attachments greater than 50 MB will not be moved through SyncMyOffice gateways and, instead, will generate an error message to the sender. If users require the ability to send Internet email messages over 50 MB, SyncMyOffice can, upon request, make special arrangements for such users. Additionally, SyncMyOffice will assist clients in understanding how to reduce the size of, or separate, large documents so that they can be transmitted via the Exchange Hosting Service / Office 365.

Mail Delivery Times Email messages including attachments of less than 20 MB that are received inbound from the Internet gateways, or those sent from one mailbox on the Exchange Hosting Service to a second mailbox on the Service, generally will be delivered in 60 seconds or less. Email messages including attachments of less than 20 MB outbound to Internet gateways generally will be sent from the Exchange Hosting Service within 60 seconds; delays at the gateways due to Internet issues are not covered by this SLA. Customers are to consult their Internet Service Providers concerning their terms and conditions in the event of any delays.

Exceptions SyncMyOffice makes no covenant regarding the timing of delivery or receipt of mail being processed on the Internet. Delivery times covered by this SLA are only for mail sent between servers, mailboxes, and/or gateways on the Exchange Hosting Service. Additionally, SyncMyOffice's spam control functionality performs additional analysis and processing of inbound emails, so the delivery times specified above do not apply for delays due to same. SyncMyOffice further accepts to responsibilities for further internet issue delays, firewalls IT restrictions, servers not under the control of SyncMyOffice, configuration delays or bottlenecking. SyncMyOffice will however advise a Customer on rectifying the issues above if it is able to do so.

Protection Against Viruses / Malware SyncMyOffice provides inbound anti-virus / malware scanning as part of the Exchange Hosting Service and will make its best commercial efforts to protect against SMTP borne viruses and other computer software threats. SyncMyOffice's anti-virus protection has proven highly effective since its deployment; however, due to the rapidly evolving nature of viruses, Trojan Horses, and other email-borne security issues,

SyncMyOffice can make no guarantees against these types of threats. Customers are advised to acquire adequate virus and malware protection.

Protection Against Spam SyncMyOffice provides anti-spam filtering as part of the Exchange Hosting Service and will make its best commercial efforts to protect against unwanted emails. The Advanced Spam Firewall is an integrated hardware and software solution for complete protection of your mailbox. Although this system has proven highly effective, SyncMyOffice cannot make any guarantees in the system's filtering efficiency. Customers are advised to acquire adequate Spam protection.

15. Microsoft Products

Refer in general – as Resellers of MS products see their terms and conditions. SyncMyOffice takes no responsibility for any breach or subsequent consequences of a contravention of MS terms and conditions. The relevant terms and conditions can be located at: <https://www.microsoft.com/en-my/userterms>

16. Web Hosting Specific Terms

Web Space Usage Included disk space may only be used for content linked or directly related to the hosted website. Disk space may not be used at any time as a location to archive and/or backup files not directly related to the hosted website.

16.1 Server Software (Not Applicable To Exchange Hosting Service)

SyncMyOffice will exercise industry standard practices to ensure that pre-installed software is correctly configured in all material respects. In case there is more than one way to configure software, SyncMyOffice will choose the configuration it determines, in its sole discretion, to be the most appropriate. SyncMyOffice will install security patches, updates, and service packs as soon as practical. Software updates may change system behaviour and functionality and as such may negatively affect your applications. SyncMyOffice cannot foresee nor can it be responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, SyncMyOffice will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by you. SyncMyOffice is not responsible for problems that may arise from incompatibilities between new versions of the software and your content, regardless of whether it was a requested, required or discretionary upgrade. Nevertheless, SyncMyOffice will provide its reasonable efforts to help You find a workaround. Any log processing (web reporting) software made available is provided on an "as is" basis. SyncMyOffice is not responsible for bugs in the software or for interpreting the reports generated by the software. SyncMyOffice, in its sole discretion, can upgrade the software to newer versions or replace it with different software upon providing a reasonable notice to you. SyncMyOffice cannot foresee nor will it be responsible for any incompatibility of newer versions and other software you may choose in conjunction with the log processing software. You are responsible to ensure compatibility with system requirements such as operating systems and third parties' applications. Industry Standards are business practices SyncMyOffice use to operate its business effectively, with a focus on providing quality services and value to its Customers. All SyncMyOffice employees are committed to act in a professional manner in their relationships with their Customers, other employees, and other contacts. All SyncMyOffice employees warrant that they will:

- At all times conduct business professionally and ethically and fulfil all agreements in good faith.
- Accurately represent their experience and capabilities and those of their employees or agents.
- Accept responsibility for assisting customers to effective information technology solutions.
- Offer for sale only goods or services for which they have the trading rights or ability to supply.
- Express clear and precise information in advertisements and statements issued to the media and, in agreements, avoid terms, which may be misleading or misunderstood.
- Disclose to prospective customers any interest, which they may have in goods or services, which they recommend.
- Treat as confidential all information learned about the business of a customer and to provide proper security for confidential information, records, documents and programmes.
- Comply with all applicable laws, copyrights, legislation and regulations in South Africa.

16.2. Storage Capacity; Data Transfer; Server Resources

(Not applicable to Exchange Hosting Service) Each account is allocated storage capacity and data transfer amounts on SyncMyOffice's servers according to the plan and options selected by You. This allocated storage size and data transfer can be increased through the Account Manager for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. SyncMyOffice shall not be held responsible for such unavailability or data losses. Your Web and FTP servers are configured to log all requests to the log files. The average retention period is one

month. The log files are stored in shared server space and not counted towards account's allocated storage capacity. The maximum size of stored log files is limited to 1GB. When this limit is exceeded, the oldest log files are deleted to bring the usage within allowed limit. Shared servers' resources are shared among all accounts hosted on the same server. SyncMyOffice configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be guaranteed.

16.3. Security

Access to SyncMyOffice operations centre and systems is restricted to authorized personnel. SyncMyOffice ensures that its employees and contractors are familiar with and understand its policies; SyncMyOffice takes all possible security measures to protect the security of your data. SyncMyOffice will make its best commercial efforts to protect the security of its systems and services, and the data that resides therein. SyncMyOffice at all times complies with the provisions of POPI concerning the safety and security of its Customer's personal information.

17. Data Retention, Migration And Restoration

a. SyncMyOffice shall not be responsible for retaining any of your data after account termination. All data is deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation. SyncMyOffice shall not restore, provide on any storage media or send out any data pertaining to existing or terminated accounts. b. Charges for restoration of archived or backed up mailboxes, SharePoint sites and/or databases are not included in the monthly service charge. c. Migration of data from SyncMyOffice to new service provider is the sole responsibility of the client. To ensure secure migration of data clients has to migrate data prior to account termination. d. Migration of data after 21st of every month, or data not removed after 21st will be kept on the server until the 28th of the following month.

GENERAL PROVISIONS

18. Certain Operational Customer Responsibilities

To access and use the Services, You must provide at the very minimum and without limitation: an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading; a fully functional Internet browser; a fully functional and correctly licenced POP/SMTP email program (Client) or Microsoft Outlook for MAPI connections to Exchange server; tools to develop and publish content as you find suitable and necessary; tools to access database servers if such services are purchased by you. It is highly advisable and recommended that you have the appropriate security and protection for your devices as we cannot be held liable if viruses harm your devices. Further, you need to run latest updates and ensure your network is appropriately firewalled.

19. LAWFUL USE OF THE SERVICES

You agree to use all Services provided to you hereunder only for your lawful, appropriate, and permitted internal purposes hereunder. In no event may you resell the Services. In addition, you may not use the Services if you are a competitor of SyncMyOffice (as determined by SyncMyOffice in its sole discretion). In the event that your use of the Services violates any law, rule or regulation or this Agreement, SyncMyOffice shall have the right to immediately terminate this Agreement and pursue any and all its other remedies subject to the provisions of paragraph 20 below.

20. TERM, TERMINATION, CANCELLATION POLICY

20.1 Term

The Agreement's "Term" is comprised of the Initial Term and any Renewal Term (each, as defined below).

a. Monthly Plan Agreement Term. For monthly plans, the "Initial Term" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, until the thirtieth (28th) day thereafter.

"Renewal Terms" for monthly plans, are defined as the thirty (28) day period beginning at the end of the Initial Term and each subsequent thirty (28) day period thereafter.

b. Prepaid Yearly Plan Agreement Term. For prepaid yearly plans, the "Initial Term" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, through the end of the twelve (12) calendar month period thereafter. "Renewal Terms" for prepaid yearly plans are defined as the twelve (12) month period beginning at the end of the Initial Term and each subsequent twelve (12) month period thereafter.

c. Defined Term Plan Agreement Term. For defined term plan plans, the "Initial Term" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, until such time as you agree to be bound by the terms of this Agreement in accordance with SyncMyOffice's registration process. "Renewal Terms" for

defined term plan are defined as the term month period beginning at the end of the Initial Term and each subsequent term period thereafter.

d. Automatic Renewal. This Agreement shall renew automatically at the end of the Initial Term and each Renewal Term unless terminated in accordance with this Agreement either by you or by SyncMyOffice. In the event of a yearly contract you will be notified at 8 days of the termination of the agreement.

20.2 Termination For Convenience And Cancellation Policy

a. Monthly Plan. You may terminate the Agreement for convenience at any time on one month advance written notice. The termination effective date will be one month after receipt of the written notice. If you terminate for convenience a monthly plan prior to the end of the then current Term, SyncMyOffice shall not be required to refund you fees already paid and you will be charged the entire month in which the effective termination date occurs. For plans that have a different billing cycle than monthly, such as a three (3) month or a six (6) month cycle, you shall be reimbursed for the unused month(s), save for the notice period, after the termination effective date. In every case, only full months shall be reimbursed, no partial monthly fees shall be refunded.

b. Prepaid Yearly Term.

1) For all Services with a prepaid yearly term contract, you may terminate the Agreement for convenience with a thirty (28) days advance written notice before the end of the Term. However, if the written notice is received to terminate before the end of the Yearly Term SyncMyOffice reserves the right to charge an early termination penalty.

c. Defined Term Plan. You may terminate the Agreement for convenience at any time on ninety (90) days advance written notice. The termination effective date will be ninety (90) days after receipt of the written notice. If you terminate for convenience such plan prior to the end of the then current Term, no partial monthly fees shall be refunded.

20.3 Termination For Cause

a. By you. To terminate your account for SyncMyOffice's material breach of the terms or conditions of this Agreement, you shall provide to SyncMyOffice's legal department in writing, via email (legal@SyncMyOffice.co.za) or via certified mail, the details of SyncMyOffice's material breach and allow SyncMyOffice thirty (28) days to cure any such violation prior to termination of this Agreement. You may only terminate this Agreement if SyncMyOffice fails to cure the alleged material breach within such thirty (28) day delay.

b. SyncMyOffice may terminate any or all Services immediately and without prior notice (termination for cause) for any of the following reasons: any material breach of this agreement, which includes any violation of the SyncMyOffice's Acceptable Use or No-Spam Policies; or any non-material breach of this Agreement which remains uncured beyond a reasonable time after breach notification; and failure to provide and keep current all administrative contact and billing information. In the event of termination for cause, SyncMyOffice shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to SyncMyOffice as per this Agreement.

c. SyncMyOffice reserves the right to terminate the services in the event of non-payment on due date as followings: User shall be provided with a late payment notice on the Fifth day of the month in which payment is overdue. Should the user fail to rectify its non-payment by the tenth of the month a final notice of suspension of account will be delivered on same day. In the event that the user fails to comply with such final notice by the fifteenth of the month, the user's services shall be suspended and removed from all databases without prejudice to any rights SyncMyOffice may have and the User indemnifies SyncMyOffice against any loss or damage caused by such deletion or removal.

d. The User confirms that should it require the information removed or deleted it shall be liable for a R2250 per hour (depending on Rand-USA Dollars exchange) administrative penalty to recover same and payment of any all and all amounts outstanding inclusive of interest and notice periods. The maximum recovery period is 14 days from deletion.

20.4 Following Termination

TERMINATION OF YOUR ACCOUNT WILL NOT CANCEL OR WAIVE ANY FEES OWED TO SyncMyOffice AS PER THIS AGREEMENT. YOUR DATA AND ACCOUNT SETTINGS SHALL BE IRREVOCABLY DELETED 28 DAYS FROM THE DATE OF DEFAULT (OR AS OTHERWISE SET FORTH IN THE SLA) UNLESS YOU HAVE BY SUCH DATE PAID ALL AMOUNTS AND DAMAGES OWED TO SyncMyOffice, INCLUDING WEB SITE CONTENT, DATABASES AND EMAIL MESSAGES. IT SHALL BE YOUR SOLELY AND EXCLUSIVE RESPONSIBILITY TO SECURE ALL NECESSARY DATA FROM YOUR ACCOUNT PRIOR TO TERMINATION.

21. FEES, BILLING, TAXES, CHARGES

21.1 Fee Increase

The fees set forth in the order form created at the outset of your account shall be effective for the Initial Term and each Renewal Term of this Agreement, provided that SyncMyOffice shall have the right to increase these fees at any time upon thirty (28) days written notice to you. In the event that you do not agree with such fee increase, you shall have the

right to terminate this Agreement upon thirty (28) days written notice, provided that such notice of termination must be received within thirty (28) days of date of notice of the fee increase. All amounts charged by SyncMyOffice will increase yearly by 8% from the first day of January of the subsequent year.

21.2 Billing And Payment Arrangements

SyncMyOffice will bill you on a monthly basis for all recurring fees. One-time fees, including late payment fees, invoice processing fees may occur at any time. All plan or feature changes may be billed within a seven (7) day period. No refunds or adjustment shall be issued for one-time fees. For recurring fees, no refund or adjustment for plan downgrades or elimination of plan features within the current monthly term shall be issued.

INVOICES/PAYMENTS ARE IRREVOCABLY DEEMED FINAL AND ACCEPTED BY YOU SEVEN (7) DAYS FROM WHEN (I) YOUR INVOICE IS ISSUED AND (II) YOU MAKE PAYMENT THEREOF (INCLUDING THROUGH YOUR CREDIT CARD AS AUTHORIZED HEREUNDER). YOU SHALL AT ALL TIMES PROVIDE AND KEEP CURRENT AND UP-TO-DATE YOUR CONTACT, CREDIT CARD (IF APPLICABLE) AND BILLING INFORMATION ON THE ADMINISTRATIVE CONTROL PANEL OR BY EMAIL TO SYNCMYOFFICE SUPPORT.

21.3 Payment By Debit Order And Credit Card

- a. For payment by debit order or credit card we provide you with the invoice 7 days prior to due date. You may view and print an invoice for your account at all times using the Support Portal Client Area. At the beginning of each term, SyncMyOffice will apply the current monthly charges to your bank account / credit card, the number of which you entered in the Support Portal Client Area.
- b. It is your responsibility to keep your bank details / credit card information up-to-date. In the event charges to your bank account / credit card fail, SyncMyOffice shall email a warning to your account billing contact. If, after fifteen (7) days, SyncMyOffice is unable to bill your bank account / credit card, SyncMyOffice may suspend your access to or terminate any Services. During this suspension, existing data will not be affected. After fifteen (15) days of non-payment from the date your bank account / credit card was initially charged, SyncMyOffice shall have the right to immediately terminate this Agreement and delete all your data as per the above.

SyncMyOffice is currently phasing out eft and credit card payments, and all customers shall be required to sign and authorise a debit order authorisation form.

21.4 Payment By Cheque Or Cash Deposit

- a. SyncMyOffice does not accept payment by means of cheque or cash deposit.

21.5 Excess Use

You shall monitor and maintain your accounts within all plan-specified limits and in a manner that does not disrupt the activities of other SyncMyOffice customers. In the event your usage exceeds the limits for your account or may disrupt the activities of other SyncMyOffice customers, you will be notified and need to contact SyncMyOffice. You agree SyncMyOffice may, in its sole discretion, (i) charge you for such excess usage, (ii) upgrade you to a plan or increase the limits on your account to address this excess usage, and/or (iii) suspend or terminate your account for cause. Usage and associated charges for excess usage shall be determined based solely upon SyncMyOffice's collected usage information. Unused monthly allotments shall not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of your Account, you shall be responsible for the new costs and fees.

21.6 Taxes

You shall be liable for taxes (VAT), to be paid related to fees and charges arising under this Agreement or in connection with the Services. You shall also pay all taxes, fees of any nature associated with products or services sold using or with the aid of the Services.

22. MODIFICATION OF TERMS

SyncMyOffice may update, amend, modify or supplement the terms and conditions of this Agreement from time to time and will send you an email notification. You are responsible for regularly reviewing the most current version of this Agreement at any time at <https://syncmyoffice.co.za/legal> If at any time you do not agree with any amendment, modification or supplement to the terms and conditions of this Agreement, you may terminate this Agreement for convenience as per Section 3.2. Customers shall be sent a notification of any modification to SyncMyOffice's terms and conditions.

23. MATERIAL, DATA, SOFTWARE, OR PRODUCTS

23.1 Server Ready

Any material, data, software or products you provide to SyncMyOffice in connection with SyncMyOffice Services shall be server ready, meaning that they shall be in a condition and form, as determined solely by SyncMyOffice, which requires no additional manipulation or verification on the part of SyncMyOffice. Attempting to place or requesting placement of non-server-ready material, data, software or products on SyncMyOffice's servers shall be a material breach of this Agreement.

23.2 Rejection

SyncMyOffice may, in its sole discretion, reject material, data, software or products that you have placed, attempted to place, or have requested be placed on SyncMyOffice's servers. SyncMyOffice shall notify you of its rejection and provide you with an opportunity to amend or modify such material, data, software or products to meet the requirements of SyncMyOffice.

23.3 Malicious Code

Any material, data, software or products placed on SyncMyOffice's servers by or through You shall be free of any and all malicious code, including disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the servers.

24. LIMITED WARRANTY, LIMITATION OF DAMAGES.

24.1 SyncMyOffice PROVIDES SERVICES ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS ALL OF WHICH ARE DISCLAIMED, WAIVED AND EXCLUDED. YOU EXPRESSLY AGREE THAT ANY AND ALL USE OF SERVICES IS AT YOUR RISK AND PERIL. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR LEGAL, WHETHER ARISING BY LAW, CONTRACT, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER, OR WHETHER ARISING AS RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE, INCLUDING ANY AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, OWNERSHIP (INCLUDING BUT NOT LIMITED TO THE WARRANTY THAT THE RELEVANT PROPERTY IS FREE OF ANY OTHER RIGHTS OR CHARGES), NON-MATERIAL INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY AND WORKMANSHIP, ARE HEREBY DISCLAIMED, WAIVED AND EXCLUDED.

24.2 SyncMyOffice AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, MANDATARIES, VENDORS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, GAINS OR OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE, REGARDLESS OF WHETHER SyncMyOffice HAS BEEN ADVISED OF SUCH DAMAGES OR THEIR POSSIBILITY.

24.3 You agree that your recourses and remedies and SyncMyOffice's (and its SUBSIDIARIES', AFFILIATES', OFFICERS', EMPLOYEES', AGENTS', PARTNERS', MANDATARIES', VENDORS' AND LICENSORS') liability hereunder may be further limited by the Service Level Agreement.

24.4 You are fully responsible for the content of the information and data passing through SyncMyOffice's network or using the Services and for all activities that you conduct with the assistance of the Services.

24.5 SyncMyOffice shall not be liable for the following acts of a Customer:

- Using content and/or images on a website hosted with SyncMyOffice without copywriter permission
 - Unadvised changes made to the web hosting services (like opening ports) that create vulnerabilities for the server
 - Not enforcing up to date security for the websites (such as updates) which can result in being hacked or information leak.
 - Not applying the privacy/security rules for storing passwords that open doors to malware and other access to hackers to the customer's computer.
 - If basic requirements for use of the Services have not been full filled (see below)
- Basic requirements for using SyncMyOffice hosted services:
- Computer with all the latest updates
 - Stable international internet connection
 - Required ports and services are available and reachable
 - Installed and updated browser
 - Appropriate licensed software (direct or third party)

25. PATENTS, COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL AND PROPRIETARY RIGHTS

25.1 Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to you. All right, title, and interest in any product or service provided to you is solely the property of

SyncMyOffice and its vendors and licensors. These products and services are only for your use in connection with the Services.

25.2 You hereby represent and warrant to SyncMyOffice that you have the right to use any patented, copyrighted, trademarked or proprietary material which you use, post, or otherwise transfer to or by way of SyncMyOffice servers.

26. HARDWARE, EQUIPMENT, AND SOFTWARE

You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access the Services. SyncMyOffice makes no representations, warranties, or assurances that your equipment will be compatible with SyncMyOffice services.

27. INDEMNIFICATION

You shall indemnify, defend and hold harmless SyncMyOffice (and its subsidiaries, affiliates, officers, employees, agents, partners, mandataries, vendors and licensors) of any and all Claims (including third party Claims) arising as a result of or in relation to any breach of this Agreement or fault by you or negligence of SyncMyOffice, or in relation to any activities conducted by you through the Services, or otherwise in relation to your products or services.

28. MISCELLANEOUS

28.1 Governing Law, Jurisdiction, Forum, Attorneys' Fees This Agreement shall be governed by and construed in accordance with laws of the Republic of South-Africa. The Customer agrees and consents to a Magistrates Court otherwise not having jurisdiction to hear a claim beyond its monetary jurisdiction shall be empowered to hear any claim notwithstanding the amount involved.

28.2 Severability In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

28.3 Waiver No waiver by SyncMyOffice of any breach by you of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing. No modification of this Agreement shall be effective unless it is in writing and signed by SyncMyOffice, and then only to the extent set forth in such writing. We may modify or amend this Agreement, including the Service Level Agreement and the rates and fees, from time to time. Unless otherwise provided in this Agreement, all such modifications or amendments shall be effective immediately upon posting on the Website and email notification. You may request a copy of the revised Agreement by emailing us at legal@SyncMyOffice.co.za. YOUR CONTINUED USE OF YOUR ACCOUNT AND/OR THE SERVICES AFTER THE NOTICE PERIOD WILL BE CONCLUSIVELY DEEMED TO BE ACCEPTANCE BY YOU OF ANY SUCH MODIFICATIONS OR AMENDMENTS.

Neither party may assign or transfer this Agreement or any rights or obligations hereunder, in whole or in part, except with the prior written consent of the other party, which shall not be unreasonably withheld; provided that SyncMyOffice may assign or transfer this Agreement, or any rights or obligations hereunder, in whole or in part: (i) to an affiliate of SyncMyOffice, (ii) in connection with a merger, amalgamation or sale of all or a substantial part of the business of SyncMyOffice, or (iii) for financing, securitization or other similar purposes, which assignments and/or transfers shall operate novation and discharge SyncMyOffice hereunder. A change of control of you shall be deemed to be an assignment and transfer hereunder and shall be governed by the requirements of this provision.

28.5 Excused Performance Except for monetary obligations, this Agreement and your obligations hereunder shall not be affected or impaired because SyncMyOffice is unable to fulfil any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of circumstances beyond SyncMyOffice's control (including any and all acts of god, labour disputes, strikes and lockouts, third parties, and failures of the Internet) and SyncMyOffice's obligations under this Agreement shall be suspended and excused by any such events or circumstances.

28.6 Survival Sections 8, 9, 11 and this Section 28.6 of this Agreement shall survive termination.

28.7 Entire Agreement This Agreement constitutes the entire agreement for provision of the Services to you and supersedes all other prior agreements and understandings, both written and oral, between you and SyncMyOffice with respect to the Services. You understand and agree that SyncMyOffice and you intend to include, as the sole third party beneficiaries of this Agreement, SyncMyOffice's software vendors, with all rights and remedies available as if such vendors were a party to this Agreement.

Spam Policy

This policy further defines some of the prohibited actions as found in SyncMyOffice's Acceptable Use Policy, a part of the master agreement you executed when you subscribed to SyncMyOffice's services and which outlines the acceptable and prohibited actions on your hosted account. Owners of SyncMyOffice hosted accounts are responsible for the complaints and consequences arising from use of the hosted account. Upon discovery or notification of these service abuse, SyncMyOffice will investigate and, without prior notice to you, may disable any account in order to protect the security, integrity and usability of the hosting services and the SyncMyOffice servers and shared network.

What Is A SPAM?

SyncMyOffice defines SPAM, also known as Unsolicited Commercial Email (UCE) or Unsolicited Bulk Email (UBE), as any email message the recipient considers unsolicited and of a commercial nature or email sent in bulk. SyncMyOffice expressly prohibits the sending of SPAM through its network and servers. If you believe that you have received SPAM (as defined above) through SyncMyOffice's network, please send a signed complaint along with the message you received, including its complete email headers, to abuse@syncmyoffice.co.za. SyncMyOffice does not investigate or take action based on anonymous SPAM complaints.

PROHIBITED EMAIL ACTIVITIES

Sending UCE/UBE, also known as SPAM: Defined as the sending of email to recipients who consider the message unsolicited email of a commercial nature or the sending of email in bulk to recipients who consider the message unsolicited email of any nature. It is one of the most serious account abuse. **UCE or SPAM Response collection:** Defined as the collection of responses, directly or indirectly, from UCE or UBE sent by you or UCE or UBE sent on your behalf. **Web Site Advertising via UCE and UBE, also known as SPAMvertising:** : Defined as the sending of email which:

- ☒ -is UCE or UBE as defined above; and
- contains direct or indirect link or references to one or more Websites.

This also includes the use of third-party email accounts, servers or services to SPAMvertise the site(s).

Mail Bombing: Defined as the sending of an unreasonably large number of electronic mail messages to a single system, person or email address.

Mail Harassment: Defined as sending email in a manner or with content that is perceived as threatening or harassing by the intended or actual recipient.

Letter Bombing: Defined as sending email with content that will or could potentially harm the recipient's computer.

PROHIBITED MAILING LIST ACTIVITY AND ADDRESS LIST MINIMUM REQUIREMENTS

The following is a list of minimum requirements for the permitted use of mailing list by way of SyncMyOffice services and networks. They are guidelines to minimize the probability of complaints. However, you will still be responsible for any complaints in relation to your account despite having implemented all of the requirements. If you send out bulk email, your email will be conclusively labelled as SPAM unless you implement all of the following requirements, either under option A or Option B below.

Option A. Listserve-style email lists: (All members add themselves to the list by sending email from their email address to the list owner)

1. In the initial message to the member: **a)** there is clear and conspicuous notice that the member is signing up for a mailing or address list; and
- b)** there is a simple, effective method of list removal outlined in the message;
- c)** a non-internet method of contacting the list owner is provided-phone number and/or land address will suffice;
- d)** terms and conditions of email address used by the list are provided.
2. Prior to any subsequent mailing to the list, list owners must remove all addresses for list members who have chosen to be removed from the list and all addresses from which emails have bounced back as undelivered.
3. Lists are not used for purposes or in a manner which are harassing, abusive, illegal, and/or will create liability for you, SyncMyOffice or third parties.
4. Email to the list members is only from the entity with which the member signed up and only on the topic for which the recipient agreed to receive information. Emailing to a list which contains members of a list which was purchased, rented, leased, or lent to you is prohibited. Email to list members on a subject which is not on the topic or product for which the member agreed to receive messages is SPAM and is prohibited.

Option B. General Mailing and Address List: (Members added by means other than member sending a subscribe email from their email address to the list owner.)

1. Provide clear and conspicuous notice that the prospective member is signing up for a mailing or address list and such notice must appear near the email address collection point.

2. Require prospective members of the list to take some non-passive action to request sign-up for the list.
3. Provide conspicuous, comprehensive terms and conditions of address use that are posted or linked near the email collection point and available to the list member to print or download after sign up. Include subject matter of the list and anticipated mailing frequency, sharing/trading/selling of the address.
4. An address is added to the list using only Double Opt-In Procedures, with the address confirmed and permission-to-email before mailings begin.

An Opt-In Procedure is defined as a list sign-up process where:

- a) the potential mailing list members are given a clear, conspicuous choice as to whether they want to receive such emails or not; and
- b) if the potential member chooses to receive such emails, they express this choice by undertaking some non-passive action.

A Double Opt-in Procedure is defined as an Opt-In Procedure where:

- a) the potential mailing list members request an invitation to join the mailing list or address list;
- b) prior to receiving any other mailing from the mailing list or address list, the potential member receives an invitation email message to the email account that will receive the mailings;
- c) to be added to the mailing list, the potential member must reply or click a link contained in the invitation email message; and if replies constitute a request to receive email, then you are responsible for reading the replies and taking appropriate action-i.e. if the reply says, "Do not send me emails", then the address must be removed from the list owner's databases;
- d) if an invitation email is not replied to or confirmed by the link, that email address is not added to the mailing list and no further email is sent to that email address.

5. The list removal method must be simple, effective, and conspicuously displayed in all messages including the invitation email message.

6. There must be both an automated and non-automated means of removal from the list.

7. The list must provide a non-Internet method of contacting the list owner.

8. Prior to any subsequent mailing to the list, list owners must remove all addresses from which emails have bounced back as undelivered and all addresses for list members who have chosen to be removed from the list.

9. Lists are not used for purposes which are harassing, abusive, or illegal or for purposes or in a manner which will create liability for you, SyncMyOffice or third parties.

10. Email to the list members is only from the entity with which the member signed up and only on the topic for which the recipient agreed to receive information.

11. Email to a list which contains members of a list which was purchased, rented, leased, or lent to you is prohibited. Email to list members concerning a subject which is not concerning the topic or product for which the member agreed to receive messages is prohibited.

PROHIBITED NEWSGROUP ACTIVITIES

Newsgroup SPAMMING : Defined as posting content or messages which: 1. are posted to 15 or more newsgroups and which contain the same or similar information;

2. violates the rules of the newsgroup in which the posting is made;

3. is off the topic of the newsgroup and is not the topic of the current discussion in the group; and/or

4. is a commercial posting unless the newsgroup rules expressly permit commercial posting.

You are prohibited from cross-posting, commercial posting or off-topic posting in the SyncMyOffice support forums

SyncMyOffice COMPLAINT PROCESSING

SyncMyOffice prohibits SPAMMING, defined as the sending of Unsolicited Commercial Email (UCE) and Unsolicited Bulk Email (UBE), in order to protect the integrity of the SyncMyOffice shared servers and network resources. Please review SyncMyOffice's NO-SPAM Policy, below, for the full definitions of SPAM, UCE and UBE, in addition to other email guidelines. Complaints of UCE and UBE, regardless of whether the email is actually solicited or not, are what trigger the blacklisting of SyncMyOffice networks and services. Therefore, the sending of email which results in UCE/UBE complaints is conclusively a SPAMMING activity in violation of SyncMyOffice's NO-SPAM Policy. **IT IS YOUR**

RESPONSIBILITY TO PREVENT ALL SPAM COMPLAINTS RESULTING FROM EMAIL ACTIVITIES ON YOUR SyncMyOffice HOSTED ACCOUNT

Processing of Reports of SPAM Activity and SPAM Complaints SyncMyOffice processes reports of SPAM activity and SPAM complaints in the manner described below.

1. If the email activity associated with your hosted SyncMyOffice account poses an immediate threat to SyncMyOffice's servers or network, SyncMyOffice reserves the right to immediately disable the account and send an email notice to your account contact. An immediate threat includes SyncMyOffice's receipt of five or more SPAM complaints in a 72 hour period.

2. Absence of an immediate threat to the servers or network, SyncMyOffice will follow the steps outlined below for SPAM processing:

- a) **First UCE/UBE Event** – SyncMyOffice sends a “complaint received” message to the complainant and sends a first warning to your SyncMyOffice account contact;
- b) **Second UCE/UBE Event** – SyncMyOffice sends a “complaint received” message to the complainant and sends a second and final warning to your SyncMyOffice account contact;
- c) **Third UCE/UBE Event** – SyncMyOffice immediately and permanently disables the email capabilities of the account and then sends notice to your SyncMyOffice account contact of this permanent email disablement.

A UCE/UBE Event is defined as either of the following: a) SyncMyOffice’s receipt in any 72 hour period of 3 or more complaints or notices of activity on your account that violates SyncMyOffice’s NO-SPAM Policy; or

b) SyncMyOffice’s receipt in any 30 day period of 6 or more complaints or notices of activity on your account that violates SyncMyOffice’s NO-SPAM Policy.

25. This SLA Supersedes All Previous Versions Of The Applicable SLA Distributed Or Made Available By SyncMyOffice Or Its Agents. This SLA, Including All Attachments, Referenced Documents And All Other Policies Posted On The Website, Which Are Fully Incorporated Into This Agreement Either By Attachment Or By Reference, Constitutes The Entire Service Level Agreement Between SyncMyOffice’s Client And SyncMyOffice, With Respect To The Subject Matter Hereto And Supersedes Any And All Prior Or Contemporaneous Agreements Whether Written Or Oral. Any Changes To This Agreement, Or Any Additional Or Different Terms In Your Purchase Orders, Acknowledgements Or Other Documents, Written Or Electronic, Are Void.