

This agreement applies to you if you use the Lexa software product. This important document sets out the rights and duties between you and Lexa Operations (Pty) Ltd, with registration number 2019/550498/07 ("LEXA"). Any reference to LEXA must be read to include its associated companies. Read this document carefully. You must contact LEXA if you do not understand any part of this document. This agreement was last amended on 1 March 2020.

This agreement applies to any person who uses the Lexa software product ("LEXA APP"), which include any natural or juristic persons who hold an account with LEXA (an account holder), their agents, employees, assignees, and the like. In this agreement these persons are called authorised users.

1. DEFINITIONS:

In this agreement, the following words will have the following meanings:

- 1.1 "you" or "your" means the account holder and their authorised user/s;
- 1.2 "us," "we" or "our" only means Lexa Operations (Pty) Ltd;
- 1.3 "LEXA" means Lexa Operations (Pty) Ltd.

2. REGISTRATION:

- 2.1 Before you can use the LEXA APP, you must register on the LEXA APP. Refer to the LEXA Website www.lexa.law ("the website") for more information on how to register for the LEXA APP.
- 2.2 **If you are younger than 18, you must get your parent or legal guardian's consent to use the LEXA APP**, unless you have been emancipated. "Emancipated" means the court has given you the right to act without your parent or guardian's consent.

3. THE AGREEMENT:

When does this agreement start?

3.1 This agreement starts as soon as any of the following happens:

- 3.1.1 When you register to use the LEXA APP;
- 3.1.2 When you get access to be able to use the LEXA APP;
- 3.1.3 When you actually use the LEXA APP;
- 3.1.4 When you make use of the coupons offering other terms & conditions that also apply to you.

3.2 This agreement applies along with the other terms & conditions of LEXA that govern your accounts, our services and our relationship with you.

3.3 Certain of the products and services that we make available to you on the LEXA APP also have their own terms and conditions. These products and services may be provided by third parties and may have their own terms & conditions.

3.4 You must read this agreement together with all these other relevant terms & conditions.

3.5 If there is a conflict (difference) between this agreement and any other product terms & conditions, the provisions of the other product terms & conditions will apply. If the conflict relates to the use of the LEXA APP, this agreement applies.

4. COUPONS:

Certain third parties may offer electronic discounts on certain products via their computer system from time to time for redemption against products purchased. LEXA may offer qualifying customers the opportunity to automatically receive these discounts when paying with their qualifying cheque, debit or credit cards. The qualifying cards may change from time to time and you are encouraged to ensure that you check these terms and conditions periodically for updates. You are advised to read these terms and conditions carefully. Your use of the service means that you accept and will be subject to the terms and conditions associated with this service. If you do not accept these terms and conditions you are advised not to make use of the service. You must read these terms and conditions together with the conditions of use for the use of coupons which can be found on the respective third-party sites. LEXA does not distribute nor endorse any products or services to which the discounts apply. Should you have any issues either with the service or product purchased you need to liaise with the relevant third-party store at which the purchase was made. LEXA does not have any control over the products that the discounts are offered for and cannot be held liable for the unavailability of these products in any way. Complaints regarding quality or quantity of the merchandise purchased must be directed to the third party concerned. Whilst we make every endeavour to ensure the accuracy of the discount offered, changes may be implemented from time to time. LEXA does not accept any responsibility for any loss which may arise from accessing or reliance on the information from a third party

and to the fullest extent permitted by South African law, we exclude all liability for loss or damages direct or indirect arising from use of this service. The service is a value-added service and no fees are charged for the redemption of the coupons.

5. YOU MUST COMPLY WITH ANY USER GUIDELINES WE PUBLISH ON THE LEXA APP:

For your protection and to ensure that the LEXA APP works correctly, you must comply with the user guidelines we put on the LEXA APP from time to time. If there is a conflict (difference) between this agreement and the guidelines, this agreement will apply instead of the guidelines.

6. HOW WE MAKE TERMS & CONDITIONS AND OTHER INFORMATION AVAILABLE TO YOU

From time to time we may include hyperlinks to terms and conditions ("Terms") on the LEXA APP. Where it is not possible to use a hyperlink, we may refer to the terms on the LEXA APP. You must follow our instructions or the hyperlink and read the Terms, as they form part of the agreement between you and us. If the software you are using does not enable you to access the Terms via a hyperlink for any reason, you must visit our website or contact us (contact details are available on the website) or follow our instructions to get a copy of the Terms. Any Terms & Conditions we refer to are important. You must read them carefully because they contain important contractual information.

7. IF YOU ARE A CONSUMER YOU HAVE CERTAIN RIGHTS UNDER SOUTH AFRICA'S E-COMMERCE LEGISLATION CHAPTER VII OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 ("ECT ACT")

If you are a consumer as defined in the ECT Act and the goods and services you are using are not excluded from protection, you may have certain rights as a consumer under Chapter VII of the ECT Act. A consumer is defined in the ECT Act as a natural person who enters or intends entering into an electronic transaction with a supplier as the *end user* of the goods or services offered by that supplier. For more information on these rights visit Acts Online or www.acts.co.za and see Chapter VII. If you need more information about this please contact us. Nothing in this agreement will be interpreted to deny consumers of any of the rights given to them under the ECT Act.

8. FEES YOU MUST PAY TO USE THE LEXA APP

The fee you must pay includes a services fee for use of the LEXA APP. For more information about the LEXA APP fees that you must pay to use the LEXA APP please refer to our pricing guide. A copy can be obtained on the website. The fees will be collected (debited) from the account you choose for this. If you don't pay our fees we may refuse to give you access to the LEXA APP.

9. YOU ARE RESPONSIBLE FOR MAKING SURE YOU HAVE THE NECESSARY EQUIPMENT AND SOFTWARE TO USE THE LEXA APP

To be able to access the LEXA APP you must have the necessary hardware, software and access to third-party communication services. You will be responsible for paying the cost of this and the cost of any upgrades that you require. To access LEXA you need to have access to a computer that has an active account with an Internet Service Provider (ISP) and an Internet browser software program, or a cell phone, tablet, or similar device with internet access and access to data. You will be responsible for paying the relevant cell phone and/or network service provider charges that you incur when using the LEXA APP. You are responsible for the equipment you use to access the LEXA APP. We have no control over the equipment, software or service providers. It is your responsibility to ensure that you have the necessary anti-virus or anti-malware software on your device. We are not responsible for any error or delay that may arise as a result and are also not responsible if you are unable to access the LEXA APP because of your equipment, software or services provided to you by third parties.

10. FOR YOUR PROTECTION AND SECURITY YOU MUST ENTER THE CORRECT ACCESS INFORMATION TO IDENTIFY YOURSELF WHENEVER YOU USE OR LOGON TO THE LEXA APP

10.1 Since we deal with each other in a non-face to face environment, for your security you will need to enter the correct access information or take any other steps acceptable to us for us to verify your identity and the electronic communications you send to us using the LEXA APP each time you logon to the LEXA APP. This is known as "verification". All electronic communications that are sent to us after you have met our verification requirements during logon will be treated as valid and authentic. This means that these electronic communications will have the same legal effect as written and signed paper communications from you. To protect you, we can refuse to act on any instructions you send us or can cancel your access (temporarily or permanently) if you don't meet the verification requirements. This includes where you enter the wrong access codes.

11. WE ARE ENTITLED TO ACT ON AND ACCEPT ALL TRANSACTIONS DONE AFTER YOUR ACCESS CODES HAVE BEEN ENTERED OR APPLIED

11.1 Since we deal with you non-face-to-face we will act on and accept all instructions or transactions ("transactions") done after your correct access codes have been entered and you meet the verification requirements set by us. We will assume that all such

transactions have been authorised by you, even if such transactions took place without your knowledge or consent or were not authorised by you. This will not apply to transactions that occur after you have requested that we cancel your access codes.

- 11.2 You must never reveal your access details to anyone under any circumstances. This includes when you use third party applications (apps) and sites. Certain apps may ask you to enter your access details to use their service. Take note that if you do so you put yourself at risk. In addition third parties will be able to access information about your account, history and other confidential information. You use such sites and apps at your own risk. If you are defrauded because you used a third party app or site LEXA will treat this as a voluntary compromise of your access details and confidential information and will not be legally responsible to you or any other person for any loss or damage you or they suffer.

12. AUTHORISED USERS ACT ON YOUR BEHALF AS YOUR AGENT

By allowing an authorised user to access your account using the LEXA APP, you give that person the authority to act as your agent. This means that anything the authorised user does or doesn't do will be attributed to you. In other words, their actions or failure to act (omission) will be considered by us as your actions or failure to act (omission).

13. STEPS YOU MUST TAKE TO PROTECT YOUR ACCESS INFORMATION

- 13.1 Your access information is the only way we can know you are who you say you are when you transact, you must keep your access information secret and safe and you must not allow anybody to use your access information. **You must never give or show your access information to any person, including any person who is an employee of LEXA or claiming to work for or represent us in any way. You must never respond to requests to enter or "confirm" your access codes, sent to you via an email, SMS or instant message. This is known as "phishing" where the sender tries to trick you into giving them your confidential information by pretending a communication was sent from us. LEXA will NEVER ask you to give us your sensitive secret information, including access codes by email, SMS, instant message or even over the telephone. If you respond to these "phishing" messages and your account is breached as a result of doing so, LEXA will not be responsible for any damages suffered as a result thereof.**
- 13.2 We strongly recommend that you ensure that your device which you use for transacting is always in your possession and protected with an additional access code, password or pattern lock.
- 13.3 If you receive suspicious communications (including emails, SMSs) contact LEXA on support@lexa.law Please include your name and number in your email in case we need more information from you.
- 13.4 For security purposes, we recommend that you memorise your access codes. You are not allowed to register for the service or access the LEXA APP using someone else's access information or personal information.

14. STEPS YOU MUST TAKE TO PROTECT YOURSELF

- 14.1 **NOTE:** *Information that is sent over an unsecured link or communication system can be unlawfully monitored, intercepted, or accessed. While we take all reasonable steps to prevent this from happening, you need to understand that this risk exists.*
- 14.2 You play an important role in protecting yourself against fraud. For your safety you must follow the security tips/recommendations we give you on the LEXA APP from time to time. You must also read the tips published on LEXA's website. You must (where applicable) log off from the LEXA APP when you have finished transacting. LEXA recommends that you do not use public communication facilities such as internet café's, but when you do, you must take special care.
- 14.3 **You must IMMEDIATELY ask us to cancel your access code(s) if you suspect or know that your access code(s) have been lost, stolen or may be used without your permission.**
- 14.4 Prompt notification is the best way of keeping your losses to a minimum, you must tell us immediately if you suspect or know that your access information has been lost, stolen or compromised (might be used without your permission). In instances whereby you suspect or know that your access code(s) have been lost, stolen or may be used without your permission, contact LEXA on support@lexa.law
- 14.5 If there is a dispute about whether or when you told us to cancel your access code(s), it will be your responsibility to prove how and when you told us to cancel your access code(s). For this reason, you must keep any reference numbers we give you when you call us to cancel your access code(s). We advise you to request a reference number and store it for every call you make to us.
- 14.6 After we have cancelled your access code(s) we will reject all transactions done from the date on which your access code(s) were cancelled. If possible, we will also temporarily stop or reverse instructions that we received but which we have not yet processed before your access code(s) were cancelled, however we cannot guarantee that this will be done.
- 14.7 We reserve the right to block your access to the LEXA APP at any time to maintain or restore security, if we reasonably believe that your access code(s) have been or may be obtained or are being used or may be used by an unauthorised person(s).

15. CANCELLING THE ACCESS CODE(S) OF AUTHORISED USERS - YOU MUST TELL US IN WRITING IF AN AUTHORISED USER'S ACCESS RIGHTS MUST BE CHANGED OR CANCELLED

- 15.1 When an authorised user is no longer allowed to transact on your account, you must notify us in writing that the authorised user's access rights must be cancelled. The account holder is not allowed to use any authorised user's access code(s). For your security, the access code(s) must be cancelled. We will issue new authorised users with new access information.
- 15.2 You must notify us immediately when any user's access rights must be changed or cancelled. This can also be done by yourself on the website. Any cancellation of or change to a user's access rights will not affect any instruction submitted by that user before the change has been made.
- 16. WE RESPECT YOUR PRIVACY. READ OUR PRIVACY POLICY FOR MORE INFORMATION**
Please read our Privacy Policy published on the website. Our privacy policy explains how, why and when we collect, use, share and store your personal information. Our privacy policy forms part of this agreement with you. Please note: If you use certain services, LEXA may need to share and collect certain personal information about you. This includes your identity number with certain third parties. By using these services, you agree that LEXA can share and collect the required information about you, but only to the extent it needs such information to be able to provide the product or service to you.
- 17. WE MAY MONITOR YOUR USE OF THE LEXA APP AND RECORD OUR CONVERSATIONS WITH YOU**
17.1 For security purposes, to maintain the proper functioning and safety of our systems and the LEXA APP, or to investigate or detect any unauthorised use of the LEXA APP or our systems, or when the law requires us to do so, we may monitor and record communications or traffic on the LEXA APP. By using the LEXA APP you consent to such monitoring and recording.
17.2 We may make use of cookies for various purposes including to gather information about your general use and for statistical purposes but we will not use cookies to collect personal identifying information from you.
- 18. CERTAIN INFORMATION MAY BE DELAYED**
Certain information that is made available to you on the LEXA APP may be delayed and may not show your recent transactions. Most often these delays will be due to the late completion of the information by the service provider. We will aim to minimise delays on our side as far as possible.
- 19. WE CANNOT ACT ON OR PROCESS YOUR INSTRUCTIONS UNLESS YOU HAVE ENOUGH MONEY IN YOUR ACCOUNT**
Any instructions we receive from you on the LEXA APP, including opening new matters, will only be carried out if you have enough money in your account.
- 20. CORRECT AND COMPLETE INFORMATION AND INSTRUCTIONS WHEN YOU TRANSACT**
Unfortunately we are unable to and do not check or confirm any underlying information extracted from the service provider. **We do not verify the data displayed to you.**
- 21. HOW LONG DOES IT TAKE TO PROCESS TRANSACTIONS?**
Unless we say otherwise (whether on the LEXA APP or anywhere else), all transactions are updated every 10 (ten) minutes, with amendments to existing matters being updated hourly.
- 22. NOTHING ON THE SERVICE IS AN OFFER OR PROFESSIONAL ADVICE TO YOU**
Nothing on the LEXA APP is given as advice or an offer which is meant to get you to buy or sell anything, or enter into any investment or transaction. No information displayed on the LEXA APP constitutes professional legal advice. LEXA APP merely displays information provided by others.
- 23. AVAILABILITY OF THE LEXA APP AND FUNCTIONS. THE LEXA APP MAY NOT BE AVAILABLE FROM TIME TO TIME.**
You can access the LEXA APP seven days a week, 24 hours a day. However, at certain times, some or all of the LEXA APP or services on them may not be available due to routine maintenance or emergency repairs or because of circumstances outside our control, such as electricity outages/blackouts, or the unavailability of any telecommunication system or networks. We may stop providing the LEXA APP or any services provided on the LEXA APP at any time. We will however, notify you of this within a reasonable time of these changes being made. You agree that a notice published on the website or a notice sent to you via an email, an SMS or via post will be sufficient notice to you.
- 24. WE ARE NOT RESPONSIBLE FOR LINKS TO THIRD PARTY SITES, ITS CONTENT OR FOR THE THIRD PARTY'S ACTIONS OR OMISSIONS, OR ITS GOODS OR SERVICES**
24.1. For your convenience only, the LEXA APP may allow you to view or access third party websites or content or purchase content, products or services provided by third parties. Even though we may make third party websites, content or products or services available to you, we do not endorse or recommend the third party or its products or services. You alone are responsible for

deciding whether the third party or its products or services meet your requirements. Terms and conditions and rules may apply to those products and form an agreement between you and the third party. You alone are responsible for obtaining the terms and conditions or rules that apply to you and the products or services offered by the third party.

24.2. We have no control over such third parties or their products or services. We are not a party to any disputes between you and the third party. You alone are responsible for ensuring that any transactions you make on these third-party sites are lawful. Some services are only available to persons who are 18 years old or older. We are not responsible to you for any loss or damage you suffer, whether directly or indirectly, because of a third party or its products or services or your use of the products or services. You alone take the risk of using or purchasing third party products or services. You hereby agree to indemnify us and hold us harmless for any loss or damage you may suffer, or cause, in this regard.

25. LEXA IS NOT RESPONSIBLE FOR THIRD PARTY SOFTWARE

From time to time we may make third party software/applications (“software”) available for download via the LEXA APP. You download and use the software at your own risk. We make no warranty about the software, whether express or implied. You will be bound to the license terms of the software licensor. You hereby indemnify us and hold us harmless if you breach the license conditions.

26. IMPORTANT: LEXA’ LIABILITY WILL BE LIMITED FOR LOSS CAUSED BY USE OF THE LEXA APP

26.1. **LEXA undertakes to ensure to the best of its ability that the LEXA APP are provided to you in a secure and reliable manner. LEXA shall take reasonable care to prevent harm and loss to you. Although LEXA takes reasonable care to prevent harm or loss to you, LEXA will not be liable for any kind of loss or damage you may suffer, including direct, indirect, special, incidental or consequential damages, because of your use of, or inability to use, the services. This will not apply where the loss/damage arose because of LEXA’s gross negligence or wilful intent. In addition to the above LEXA is not liable for the following (except where such loss or damage is caused by LEXA’s negligence or intent):**

- 26.1.1. any loss or damage, which you or any other party may suffer due to unauthorised interception and/or monitoring;
- 26.1.2. any loss or damage if you didn’t take reasonable steps to safeguard the account, the access codes and/or follow the steps recommended by LEXA from time to time;
- 26.1.3. late or delayed transactions or information;
- 26.1.4. loss or damage arising from the unauthorised use of the LEXA APP including where a user exceeds their authority;
- 26.1.5. LEXA is not responsible for any errors or delays in communication systems outside of its control.

27. WE OWN THE INTELLECTUAL PROPERTY RIGHTS IN THE LEXA APP AND ITS CONTENT

The contents of the LEXA APP, including all registered and unregistered trademarks, is owned by us and are our intellectual property rights. You may not copy, reproduce, display or use any intellectual property in any manner whatsoever without our prior written consent. Nothing on the LEXA APP must be seen as granting any licence or right of use of any intellectual property. You may not establish any connection, including via a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise to any part of the LEXA APP or LEXA’ website without our prior written consent.

28. HOW WE WILL COMMUNICATE WITH YOU

28.1. You agree that we can send you information about the LEXA APP or this agreement by any means, including but not limited to publishing a notice on the LEXA APP itself or using electronic means, including SMS or email.

29. WE CAN CHANGE THIS AGREEMENT AT ANY TIME.

29.1. We have the right to change this agreement or add new terms and conditions for the use of the LEXA APP or value added services at any time. Whenever we change this agreement, we will electronically update this agreement. We will notify you of these changes. The use of the LEXA APP will be taken as an acceptance of the agreement. If you do not agree to the changes, you have the right to end this agreement before the end of 7 (seven) days after the changes take effect. If you do not notify us of your intention to end the agreement within this 7 (seven) day period, we can assume that you have accepted the amended agreement or new terms and conditions. A certificate made by the relevant Lexa management employee, whose authority to do so doesn’t need to be proven, will be the proof of the version of the agreement that applies to you.

30. ENDING THIS AGREEMENT.

30.1. We can end this agreement at any time or end your right to use the LEXA APP, after giving you reasonable notice. This will not affect instructions given to us using the LEXA APP before the agreement ended.

30.2. We can also end this agreement and your right to use the LEXA APP immediately if any one or more of the following happens:

- 30.2.1. If you commit fraud or we suspect you have done so.

30.2.2. If we believe that your behaviour was inappropriate or constitutes misconduct.

30.2.3. If you breach this agreement.

30.2.4. If you no longer have access to the equipment or services necessary to use the LEXA APP.

30.2.5. If your account with Lexa is closed.

30.2.6. If the law requires us to do this.

30.2.7. If you don't use the LEXA APP for a period of 6 (six) months or more. If we end the agreement because of this the account holder will have to register again.

30.3. You may end this agreement by notifying us in writing or by phoning our call centre. If you or we end this agreement you will still be responsible to us for all transactions, instructions and fees.

30.4. If your account is closed, LEXA will only keep your data for the periods as prescribed by law.

31. GENERAL

Any communication from us to you will be regarded as having been sent at the time shown on the communication or on our transmission logs. In any proceedings or dispute, our records certified as correct by a LEXA employee in charge of the LEXA APP, will be sufficient proof of any instructions you have provided or transaction you have performed on the LEXA APP, the content or services on any LEXA APP or value added service, unless you can prove otherwise. While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage. Every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement or rules are invalid. The rest of the agreement and rules will still apply. Where dates and times need to be calculated the international standard time (GMT) plus 2 (two) hours will be used. This agreement will be governed by the laws of the Republic of South Africa without giving effect to conflict of laws' provisions.