

## End User Licence Agreement

# END USER LICENCE AGREEMENT (“EULA”)

Last updated 15 April 2024

This EULA is a legal agreement between BlckRhino Technologies (Pty) Ltd and you (either as an individual, company, trust or unincorporated entity, or any other entity recognised in law as having a separate legal existence that purchases the applicable Software) (hereinafter referred to as "Licensee", "you", "your" or "us").

Please read this EULA carefully before clicking the "I Agree" button, downloading or using the Khava Platform.

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement

## 1. EULA - Introduction

- 1.1. We are BlckRhino Technologies (Pty) Ltd, doing business as Khava Secure (herein after referred to as “Khava Secure” “Company”, “we”, “us”, or “our”).
- 1.2. Khava Secure provides services enabling the verification of payee information, in a financial transaction, whether that payee be a counterparty transacting with a user/entity (the “Client”) or the Client itself (“a Payee”). In the provision of these services, we provide a secure portal which allows you to collect, collate and retain information from you or third parties and to monitor indications of business email compromise.
- 1.3. This EULA is applicable to all users accessing the Khava Platform and governs the terms of use of our the Khava Platform (which is accessed on <https://khava.co.za> (the “Khava Platform”)), as well as any other related products and services that are performed from time to time (collectively, the “Services”).
- 1.4. You can contact us by email at [support@khava.co.za](mailto:support@khava.co.za), or by physical mail to Unit 9, Time Business Park, 39 Blaauwberg Service Road, Bloubergstrand, 7441, South Africa.
- 1.5. This EULA constitute a legally binding agreement made between you, whether personally or on behalf of an entity, and the Company, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of the provisions in this EULA. If you do not agree with all of these provisions, then you are expressly prohibited from using the Services and you must discontinue use immediately.
- 1.6. We will provide you with prior notice of any scheduled changes to the Services you are using. Changes to the EULA will become effective 15 calendar days after the notice is given, except if the changes apply to a court order, in which case the changes will be effective immediately. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms. If you disagree with such changes, you may terminate Services as per the section 15.
- 1.7. We recommend that you print a copy of these EULA for your records.

## 2. TABLE OF CONTENTS

1.	EULA - Introduction.....	1
2.	TABLE OF CONTENTS.....	1
3.	OUR SERVICES.....	2
4.	INTELLECTUAL PROPERTY RIGHTS.....	2
5.	USE OF SERVICE.....	3
6.	PAYMENT VALIDATION LIMITATIONS.....	3
7.	USER REPRESENTATIONS.....	4
8.	SECRET WORD HANDLING.....	4
9.	PURCHASES AND PAYMENT.....	5
10.	OUR OBLIGATIONS.....	5
11.	PROHIBITED ACTIVITIES.....	6
12.	SERVICES MANAGEMENT.....	7
13.	CONFIDENTIALITY.....	7
14.	DATA STORAGE.....	8
15.	TERM AND TERMINATION.....	8
16.	MODIFICATIONS AND INTERRUPTIONS.....	8
17.	GOVERNING LAW.....	9
18.	DISPUTE RESOLUTION.....	9
19.	CORRECTIONS.....	10
20.	DISCLAIMER.....	10
21.	LIMITATIONS OF LIABILITY.....	11
22.	ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES.....	11
23.	CONTACT US.....	12

## 3. OUR SERVICES

- 3.1. The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **4. INTELLECTUAL PROPERTY RIGHTS**

### **4.1. Our intellectual property**

- 4.1.1. We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks") and the Khava-methodology patent (the "Patent").
- 4.1.2. Our Content, Marks and Patent are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws).
- 4.1.3. The Content, Marks and Patent are provided in or through the Services 'as is' for the Client's business purpose only and you in your capacity as the Client's authorised user.
- 4.1.4. All ownership, intellectual property rights, and other rights and interests in the Content, Marks and Patent remain solely with us or its licensors, as the case may be.
- 4.2. Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to us with respect to the Services shall be and remain our sole and exclusive property.
- 4.3. We shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

## **5. USE OF SERVICE**

- 5.1. Your use of our Services shall be subject to your compliance with this EULA, including but not limited to the "Prohibited Activity" section below.
  - 5.2. We grant you a non-exclusive, non-transferable, revocable licence to:
    - 5.2.1. access and use the Services; and
    - 5.2.2. download or print a copy of available reports.
- solely for the Client's business purpose and for you to facilitate, in your capacity as the Client's authorised user.

## **6. PAYMENT VALIDATION LIMITATIONS**

- 6.1. While we will take all commercially reasonable measures to ensure accurate payment instruction validations and to support reduced risks of error or fraud that may be perpetrated by third parties, we cannot guarantee that no error or fraud will occur.
- 6.2. You acknowledge that the Services, while mitigating the risk of false payee information being used by you or persons making payment to you, cannot eliminate the risk.
- 6.3. You agree that we are not liable to you for any loss or damage that you may suffer resulting from an error or fraud not detected by us, provided that we have acted

reasonably and have undertaken the various verification and cross-verification processes as described in our services section on our Khava Platform.

6.4. The Company will take all reasonably commercial measures to minimise the time taken to verify Payee information.

6.5. The verifications conducted by us will be based upon data captured by:

6.5.1. persons purporting to be authorised representatives of the Client

6.5.2. a number of third party validation sources and

6.5.3. intelligence data collected internally, through public sources and through third parties.

## **7. USER REPRESENTATIONS**

7.1. You agree that:

7.1.1. all information provided by you to the Company or captured on the Khava Platform will be complete and accurate and that you are authorised by the Client to use the Khava Platform,

7.1.2. you shall only use the Services for lawful purpose,

7.1.3. you shall use the Services in accordance with the terms and conditions recorded in this EULA.

7.2. You further acknowledge:

7.2.1. that we are entitled to rely on the accuracy of information provided by you and that you indemnify and hold us harmless against any loss or damage that we may suffer arising from our use of any inaccurate or false information provided by you; and

7.2.2. that where you have provided information to the Company it is your obligation to update the information if changes occur.

## **8. SECRET WORD HANDLING**

8.1. To use the Services, users will be issued a Secret Word. In maintaining appropriate levels of security, we will never ask you or your counterparty to capture within or divulge your Secret Word to any application or anyone. The Secret Word will only ever be provided to you through various communication channels to provide you with a trust handshake for authentication purposes. It is therefore paramount to the security that you will:

8.1.1. Ensure that your Secret Word is known only to you;

8.1.2. Memorise the Secret Word and destroy the item recording the Secret Word or appropriately store your Secret Word using a password manager that leverages strong encryption and requires authentication prior to use;

8.1.3. Not share the Secret Words (and login credentials) with any third party;

8.1.4. Ensure that the Secret Words are never input into any digital form, platform or application (other than an appropriately secured storage application such as a secure password manager) or

given over the phone, even if such form, platform or application purports to be a Khava Platform Service, and

- 8.1.5. If you suspect that your Secret Word has been compromised, leaked or misused, immediately cancel and request the re-issue of a new Secret Word on the Khava Platform.

**8.2. We will never ask you to divulge your Secret Word.**

- 8.3. Similarly, if the Khava Platform is being used to validate your bank details for a counterparty, and you initiate and issue a Secret Word for the counterparty, it is your responsibility to ensure that the same security guidelines are followed by your counterparty.
- 8.4. You acknowledge that any non-compliance with these guidelines may reduce the efficacy of the Khava Platform in reducing risk.

## **9. PURCHASES AND PAYMENT**

- 9.1. Should you be authorised to purchase Khava credits, terms of transacting will be governed by the Client Service Agreement and you agree to be bound by its terms.

## **10. OUR OBLIGATIONS**

- 10.1. The security of your business and personal information is important to us. We undertake appropriate, reasonable technical and organisational measures to safeguard the integrity of the Khava Platform and the control measures it is designed to facilitate, and the integrity and confidentiality of the business and personal information processed by us. In this regard, please see our Privacy statement at [ Insert Privacy statement ], which is specifically incorporated by reference herein.
- 10.2. We safeguard against the loss or damage to or unauthorised destruction as well as unlawful access to the information processed by us. In safeguarding information provided to us by you we have due regard for generally accepted information security practices.
- 10.3. We warrant that the Services will operate and conform to the reference, administrative and user manuals provided by the Company to you (the "Documentation"). Documentation shall not include marketing materials.
- 10.4. We warrant that the Services are lawful.
- 10.5. We also indemnify you against any loss or damage caused by us in the provision of the Services, subject to a total liability equal to an amount which will not exceed the fees paid by you to us during the 12 (twelve) month period immediately preceding your loss or damage.
- 10.6. You acknowledge that:
- 10.6.1. Our responsibilities in terms of this Agreement are owed exclusively to the Client and that no third party has any rights against or can seek any recourse against us.
- 10.6.2. It is the Client's responsibility to determine that the Services that are proposed and accepted by you meet your needs and are suitable.

- 10.6.3. Whilst we will provide access to training media and a helpdesk, it is your (and the Clients) responsibility to ensure that all your users of the Services are authorised and adequately briefed on how to secure transactions using the Khava Platform.
- 10.6.4. We do not warrant that access to, and the use of the service will be uninterrupted or error free and our terms governing service availability will be detailed in the Client Contract.
- 10.6.5. We have contracted with third parties who provide services and infrastructure upon which the Services are dependent and have sought to ensure that the appropriate service level agreements are in place with regards to such service providers.
- 10.6.6. We may rely on third parties providing services relating to your information and communications technology that are not guaranteed to be available at all times.
- 10.6.7. You agree that we are not responsible for the interruption of Services within a third party's control.
- 10.6.8. The Company does not provide any implied guarantees, conditions or warranties and these are expressly excluded, as may be permitted by Law.
- 10.6.9. Without limitation we do not warrant the merchantability, fitness for purpose, title and non-infringement of the Services.
- 10.6.10. The only warranties or guarantees that you may rely on are those that are expressly stated in this EULA.
- 10.7. You agree that we are not liable where it, acting reasonably, verify details of a prospective Payee in reliance upon multiple independent sources / validation processes where fraud perpetrated has been caused by a multi-channel compromised attack.

## **11. PROHIBITED ACTIVITIES**

- 11.1. You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.
- 11.2. You agree not to:
  - 11.2.1. Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Services or any software included in the Services.
  - 11.2.2. Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
  - 11.2.3. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
  - 11.2.4. Use the Services to engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services.

- 11.2.5. Circumvent, disable, or otherwise interfere with security-related features of the Services or knowingly introduce into or transmit through the Services any virus, worm, trap door, back door.
- 11.2.6. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- 11.2.7. Make improper use of our support services or submit false reports of abuse or misconduct.
- 11.2.8. Use the Services in a manner inconsistent with any applicable laws or regulations.
- 11.2.9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous submission/forwarding of electronic communication), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- 11.2.10. Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- 11.2.11. Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- 11.2.12. Copy or adapt the Services' software, including but not limited to PHP, HTML, JavaScript, or other code.
- 11.2.13. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- 11.2.14. Use a buying agent or purchasing agent to make purchases on the Services.
- 11.2.15. Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners or suppliers.

## **12. SERVICES MANAGEMENT**

12.1. We reserve the right, but not the obligation, to:

- 12.1.1. manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.
- 12.1.2. monitor the Services for violations of these EULA terms; and
- 12.1.3. take appropriate legal action against anyone who, in our sole discretion, violates the law or these EULA terms, including without limitation, reporting such user to law enforcement authorities.

## **13. CONFIDENTIALITY**

13.1. "Confidential Information" means information that you and your authorised users upload or supply via an electronic channel in the use of the Services hereunder ("Your Data"), the terms of this EULA, the Services, any software provided by us under this EULA, electronic mail or other channel correspondence and attachments, the logon identifiers and passwords provided to you and your authorised users, the fees charged under this EULA, any other materials provided by you or by us reasonably understood to be confidential, as well as any other information conveyed under or in terms of this EULA that is identified in writing as confidential at the time of its conveyance.

13.2. Each party acknowledges and agrees that:

13.2.1. the Confidential Information may constitute valuable trade secrets of the party owning such Confidential Information;

13.2.2. it will use Confidential Information solely in accordance with the provisions of this EULA; and

13.2.3. it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent.

13.2.4. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is:

13.2.4.1. publicly available;

13.2.4.2. already in the other party's possession and not subject to a confidentiality obligation, as is evidenced by such party's written records;

13.2.4.3. obtained by the other party from any source without any obligation of confidentiality;

13.2.4.4. independently developed by the other party without use of or reference to the disclosing party's Confidential Information; or

13.2.4.5. required to be disclosed by order of a court or other governmental entity, provided no less than 10 (ten) days' notice is given to the party owning such Confidential Information, if legally permitted, so that such party may obtain a protective order or other equitable relief.

## 14. DATA STORAGE

14.1. By accepting these EULA terms, you acknowledge and consent to the fact that we will gain access to the data that you send us, and process and store that data to provide the Services. For example, verifying bank details may include the sharing of bank account information with your bank to confirm your account details.

14.2. By using the Service you are trusting us with your data and we understand the responsibility of keeping it safe. Accordingly, we take data security and the privacy of your data, seriously and adopt best practice security protocols. Please refer our privacy policy at [\[insert link\]](#) which describes our approach.

14.3. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from



applicable laws in South Africa, then through your continued use of the Services, you are transferring your data to South Africa, and you expressly consent to have your data transferred to and processed in South Africa.

## **15. TERM AND TERMINATION**

- 15.1. This EULA shall remain in full force and effect upon your first utilisation of the Services and shall remain in effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE EULA, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE EULA OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION
- 15.2. We may, in our sole discretion, at any time and for any reason, suspend or terminate this EULA with or without notice.
- 15.3. Termination of the EULA will not limit any of our rights or remedies at law or in equity in case of breach by you (during the term of this EULA) of any of your obligations under the EULA.

## **16. MODIFICATIONS AND INTERRUPTIONS**

- 16.1. We cannot guarantee the Services will be available at all times as hardware, software, or other problems may be experienced or there may be the need to perform maintenance related to the Services, resulting in interruptions, delays, or errors.
- 16.2. We may from time to time provide enhancements or improvements to the features/functionality of the Services, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").
- 16.3. Updated may modify or delete certain features and/or functionalities of the Services. You agree that we have no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Services to you.
- 16.4. You further agree that all Updates will be (i) deemed to constitute an integral part of the Services, and (ii) subject to the terms and conditions of this EULA.
- 16.5. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you.
- 16.6. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services.
- 16.7. Nothing in this EULA will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## **17. GOVERNING LAW**

- 17.1. These EULA shall be governed by and defined following the laws of South Africa. You irrevocably consent that the courts of South Africa shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these EULA.

## **18.DISPUTE RESOLUTION**

- 18.1. To expedite resolution and control the cost of any dispute, controversy, or claim related to this EULA (each a 'Dispute' and collectively, the 'Disputes') brought by either you or us (individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 60 calendar days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **18.2. Binding Arbitration**

- 18.2.1. Any dispute arising out of or in connection with this EULA, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by in accordance with the applicable rules of the Arbitration Foundation of Southern Africa (or its successor-in-title) ("AFSA"), as determined by AFSA, provided that the rules for expedited arbitrations shall not apply unless the Parties to the dispute agree otherwise in writing. The dispute shall be resolved by an arbitrator appointed by AFSA. If AFSA determines that the AFSA Commercial Rules are applicable, there shall be no right of appeal as provided for in article 22 of such rules. The seat of the arbitration shall be Johannesburg, South Africa. The language to be used in the arbitral proceedings shall be English. The arbitration shall be held in private and the confidentiality provisions of section 11(2) of the International Arbitration Act No 15 of 2017 shall apply as if the arbitration were an international arbitration.

### **18.3. Restrictions**

- 18.3.1. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **18.4. Exceptions to Informal Negotiations and Arbitration**

- 18.4.1. The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a

court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

18.4.2. Notwithstanding anything to the contrary contained in this clause 18, either Party shall be entitled to apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.

## **19. CORRECTIONS**

19.1. There may be information on the Services or Documentation that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## **20. DISCLAIMER**

20.1. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **21. LIMITATIONS OF LIABILITY**

- 21.1. Nothing in this EULA excludes, restricts or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any legislation which cannot lawfully be excluded or limited, including the Consumer Protection Act, 68 of 2009 ("CPA").
- 21.2. You agree that we will not be liable for any claim under or relating to this EULA or the Services whether in contract, delict (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis.
- 21.3. Furthermore, you agree that we are not liable for, and no measure of damages will, under any circumstances, include:
- 21.3.1. special, indirect, consequential, incidental or punitive damages;  
or
  - 21.3.2. damages for loss of profits, revenue, goodwill, anticipated savings or damage to data or corruption of data (including any data or information that is inputted by you), whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss or damage.
  - 21.3.3. You indemnify us against any claim, proceedings, loss, damage, fine, penalty, interest and expense arising out of or in connection with breach of this EULA by you in respect of your access to and use of the Service and non-compliance with Laws by you or any person for whom you are responsible, and with your use of the Services, of your violation of any right of a third party.

## **22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

- 22.1. Logging into the Khava Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **25. MISCELLANEOUS**

- 22.2. These EULA terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us.
- 22.3. Our failure to exercise or enforce any right or provision of these EULA terms shall not operate as a waiver of such right or provision. These EULA terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. You may not cede, delegate or assign any of your

rights and obligations as contained in this EULA without our prior written consent. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

22.4. If any provision or part of a provision of these EULA terms are determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these EULA terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these EULA or use of the Services.

22.5. You agree that these EULA terms will not be construed against us by virtue of having drafted them.

22.6. You hereby waive any and all defences you may have based on the electronic form of these EULA terms and the lack of signing by the parties hereto to execute these EULA.

## **23. CONTACT US**

23.1. In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

**support@khava.co.za**

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**South Africa**