

VAAI'S TERMS AND CONDITIONS OF WEBSITE USE AND SERVICES

By accessing or using **vaai.co** or any of its related blogs, websites, or applications (collectively, "**the Platform**"), owned by **Sapien Technologies (Pty) Ltd.** (reg: 2018/019597/07) and/or its Partners ("**Vaai**") you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**Terms**"), in conjunction with any additional Vaai terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Platform remain at all times expressly reserved by Vaai.

Please see Vaai's distinct sections on **Privacy**, **Intellectual Property**, and **Disclaimers & Indemnities**.

- **Please pay specific attention to the BOLD paragraphs of the Vaai Terms. These paragraphs limit the risk or liability of Vaai, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Vaai or is an acknowledgement of any fact by you.**

Please read these terms carefully before accessing or using the Platform or Services. Vaai will assume you have read and understood these terms should you continue to access or make use of the Platform.

It is important to note the following:

- The terms "**user**", "**you**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Platform or using the Services for any reason whatsoever. Accordingly, the terms "**us**", "**our**" or "**we**" refers to Vaai or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 30 April 2020.

Vaai's regulated functions and roles:

- **Sapien does not provide any regulated financial or insurance products/services itself, but manages and owns the Platform which operates as a limited intermediary for other regulated parties to offer their private services to you. When we detail that "Vaai" may provide regulated services in conjunction with its partners, Sapien does not provide same regulated services, but rather operates as an intermediary for its partner VFS to provide its regulated services to you.**
- **Vaai Financial Services (Pty) Ltd. (with registration number 2019/593698/07)("VFS") is a juristic representative of Perspective Advisory (Pty) Ltd. (with registration 2016/240888/07) which is a registered Financial Services Provider with FSP number 47155, which is underwritten by Compass Insurance Company Limited which is a registered non-life insurance company and authorised financial service provider with FSP number 12148.**
- **When we refer to "Vaai" providing regulated services/products, we are specifically referring to VFS and not Sapien Technologies (Pty) Ltd.**

1. INTRODUCTION TO THE PLATFORM AND SERVICES

- 1.1. Vaai provides various insurance and other ancillary consumer services to its customers in South Africa, where the Website is used as a platform for users to discover more about and engage with Vaai and its services/products, purchase insurance products and assistive hardware from Vaai and/or acquire additional services provided by authorised third-party providers (collectively, "**the Services**").

- 1.2. These Terms explain the conditions applicable to how users must make use of the Platform and the core considerations applicable to a user's use of any Services derived from Vaai. Depending on the exact Services used, a user may also need to conclude additional agreements with Vaai, which agreements will contain more specific details relating to the exact Service acquired, including the exact services and fees to be expected. Some additional agreements may also include the provision of any prescribed documentation as per applicable legislation.
- 1.3. These Terms expressly supersede prior agreements or arrangements with you. **Vaai may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny you access to the Services or any portion thereof, at any time, for any reason.**
- 1.4. The use of the Platform is free. However, in return for using some of the Services available, the user will pay a fee to Vaai or another third party ("**Fee**"), but same Fee will be detailed to you before you incur such a Fee, such as in any further Service-specific agreement you may conclude with Vaai or another third party. Please see clause 6 below or the relevant pricing page on the Platform for a breakdown of the Fees which may be applicable to the specific Services provided by Vaai.
- 1.5. The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Vaai uploading the amended Terms to the Platforms. Your continued access or use of the Platform constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.6. Unauthorised use of the Platform and/or Services may give rise to a claim for damages and/or be a criminal offence.

2. **RELATIONSHIP BETWEEN THE PARTIES AND AGENCY**

- 2.1. **For all financial/insurance Services provided to users, VFS operates as the regulated Financial Services Provider. Your use of the Platform or the Services is entirely at your own risk and based on your own volition and expertise.**
- 2.2. **Your personal financial and insurance situation is unique, and it is your responsibility, given your individual circumstances, to use any information obtained through the Services appropriately and responsibly when implementing your decisions.**
- 2.3. **Should you make use of our Roadside Assist service or other services where Vaai does not provide the service but rather an authorised third-party provider does, Vaai operates as your limited agent in respect of those services, in that Vaai may instruct same providers on your behalf and may bind you to certain undertakings, which you expressly understand and agree to. Accordingly, all law concerning agency will apply between the user and Vaai for third-party services facilitated on your behalf.**
 - 2.3.1. **Accordingly, as an agent to a user, Vaai can/will:**
 - 2.3.1.1. **Contract with a third-party service provider on your behalf to provide their private services to you, in accordance with the specifications of any service you have procured via the Platform;**
 - 2.3.1.2. **Retain information about any services or transactions conducted with you for fulfilling legislated document-retention requirements as an agent; and**
 - 2.3.1.3. **Act in your stead and bind you to obligations absolutely necessary for your use of the Services, as you have consented to and contracted to allow, herein.**
- 2.4. **For clarity:**
 - 2.4.1. **Third-party service providers actually offer and provide some of the services, where same third-party service providers are liable for all responsibility**

stemming from the provision of their independent services to the user, under the applicable legislation in the third-party service provider's jurisdiction.

2.4.1.1. Accordingly, your use of any third-party service provider may be subject to your adherence to that third-party's additional terms and conditions of their services, which they may make you confirm in an additional agreement with them (which may or may not be provided by Vaai to you).

3. USERS FROM FOREIGN COUNTRIES

- 3.1. Use of the Vaai Platform or the purchase of Services or products from the country from which you may access this Platform may be illegal in that country. Your use of the Platform for any purchase that you may make is entirely at your own risk. It is recommended that you ensure that use of the Vaai Platform for any purchases made by you are not in violation of the laws of any country by which you may be governed.
- 3.2. Vaai's Services and products may not be available in your country. Contact Vaai to find out which of Vaai's Services and products may be available to you.

4. INVITATION TO DO BUSINESS

- 4.1. Unless indicated in writing by Vaai, nothing on the Platform shall constitute an offer for sale of any Service or product.
- 4.2. The information provided on the Platform is not, nor must you regard it as financial or investment advice.
- 4.3. If you wish to use the information displayed on the Platform to purchase any Service or product from Vaai, your request to do so shall be regarded by Vaai as an offer to do business with Vaai, which may be accepted by Vaai if it chooses.
- 4.4. The acceptance of your offer will be subject to terms and conditions governing the Service or product at the time of the acceptance of the offer.
- 4.5. The responsibility for ensuring compliance with any laws or regulations which may apply to you, remain exclusively yours and in making an offer you are deemed to have indemnified Vaai (held Vaai harmless and agree to reimburse Vaai) against any loss or damage that it may suffer arising from your breaking any laws applicable to you.

5. THE WEBSITE AND FINANCIAL SERVICES

Vaai Services:

- 5.1. For further and exact information on the various Services currently offered by Vaai, or those specific to you, please consult the relevant pages on the Website or please contact us [info@vaai.co] for assistance.
- 5.2. For the terms applicable to the provision of insurance/financial services from Vaai, please consult the insurance/financial services terms provided by Vaai to you when same insurance/financial services are contracted from us.
- 5.3. For general information purposes, and subject to further information relating to these Services made available by Vaai on the Platform, the following details some of the exciting offerings which constitute our Platform Services available to users:

5.3.1. Discovering more about our various financial and advisory services:

- 5.3.1.1. The Platform explains the various insurance and other ancillary service products available from VFS, where users must use the available prompts and tools on the Platform to find out more information about these insurance products, as well as their cost and cover.

5.3.2. **Make contact with Vaai's consultants:**

5.3.2.1. Make contact with Vaai's consultants by using email or WhatsApp, where they will gladly assist you with any Service you may be using or wanting.

5.3.3. **Purchase insurance and ancillary products from VFS online:**

5.3.3.1. Once you have decided on purchasing an insurance/financial services product offered by Vaai on the Platform or otherwise, follow the provided prompts to complete/submit any required information to Vaai, as well as make any payment of a Fee to Vaai.

5.3.3.2. All insurance/financial services products acquired from Vaai (specifically from VFS) may require that Vaai either provide you with / request from you various other documents, agreements or information, which must be completed.

5.3.3.3. For more information about the terms applicable to the insurance products or regulated functions of Vaai relating to insurance/financial service products, please contact hi@vaai.co for assistance.

5.3.3.4. Users may only purchase a vehicle Data Logger from the Website or Vaai's authorised agents. Please see above and below for more information about this product and its conditions of use, purchase and return.

5.3.4. **Make and manage insurance claims online:**

5.3.4.1. Users can easily initiate, record and manage their insurance claims via our online methods, such as using our App.

5.3.4.2. Please see the App for more information about how to use these great functions.

5.3.5. **Data Logger:**

5.3.5.1. The Data Logger must be plugged into the vehicles KANBUS port to draw power. Installation instructions are provided in the packaging case with the device.

5.3.5.2. Vaai manages the data derived from a Data Logger purchased from Vaai as well as reads it and provides it to relevant parties to use for their own purposes.

Third-party services provided via the Platform:

5.4. Acting as the user's limited agent, Vaai also facilitates great services from third-party independent service providers on your behalf, such as our Roadside Assist and Accident Repairs.

5.4.1. **Roadside Assist Service:**

5.4.1.1. Vaai has partnered with great independent service providers to bring you useful and cheap roadside assistance services.

5.4.1.2. When obtaining these services via Vaai as your limited agent, users expressly understand that same service is provided by a third-party service provider and not Vaai itself. **Accordingly, all liability stemming from such Roadside Assists services lies with the provider(s) and not with Vaai. Any issues experienced between the user and the provider(s) must be managed exclusively between them, for which Vaai has no liability nor responsibility at all.**

5.4.1.3. Vaai may get involved in the process of resolving disputes purely to help expedite the process.

5.4.2. **Vehicle Repairs:**

- 5.4.2.1. Whilst Vaai may manage vehicle repair services for a user, Vaai does not provide the repair services facilitated by independent third-party repairers.
- 5.4.2.2. **Accordingly, users understand and agree that Vaai is not in any way responsible for the vehicle repairs performed by these third-party repairers and cannot be held responsible for any liability stemming therefrom.**
- 5.4.2.3. Vaai Financial Services may get involved in the process of resolving disputes purely to help expedite the process.

6. **PAYMENT FOR VAAI SERVICES**

- 6.1. The use of the Website is free at all times.
- 6.2. For particular Services contracted from the Vaai.co app, the customer will need to pay the Fee to Vaai or VFS. The applicable Fee will be clearly indicated to you on the Platform, in the associated Service agreement concluded between you and Vaai or VFS, or in an applicable invoice for Services rendered.
- 6.3. Vaai is committed to providing secure online payment facilities whenever you use our online payment methods. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service providers.
- 6.4. Vaai will collect and affect any payments of a Fee online using a licenced and verified payment systems.
- 6.5. When using a third-party payment provider offered via the Platform, users understand and agree that same providers may have their own terms of service to which you may need to adhere.
- 6.6. An invoice will be sent to you soon as payment is confirmed. No Services can be activated without payment
- 6.7. All amounts stated on the Platform or in relation to Services shall exclude Value Added Tax (“**VAT**”), but will be exclusive of any other applicable taxes/fees, unless otherwise stated and required by law. If any such taxes/fees apply to your use of the Services and the Fee charged, same will be indicated to you before you enact any transactions.
- 6.8. You may contact Vaai via email at info@vaai.co or check the in-App history to obtain a full record of your transactions with Vaai.

7. **ADDITIONAL CONDITIONS FOR THE USE OF PARTICULAR SERVICES**

- 7.1. **Cancellation and Refunds relating to financial/insurance products acquired from Vaai:**
 - 7.1.1. Customers should email us at refund@vaai.co to initiate the refund process. Once we have all the information required, the refund process can take up to 30 (thirty) days to complete. We will indicate to you how much if any of the applicable refund is due before payment is made.
- 7.2. **Cancellation and Refunds relating to a Data Logger product purchased from Vaai (online and via authorised agents)**
 - 7.2.1. Once a Data Logger is purchased by a user from the Website, Vaai will send an automated message to the user confirming the sale and address to which the Data Logger must be sent.
 - 7.2.2. The Data Logger will be shipped with a tracking number within 5 (five) working days to the address provided by the user in the purchase process. Shipping time and costs will vary depending on the location of the user.

- 7.2.3. You can email us to begin processing the refund immediately if the Data Logger has not yet been shipped. However, if it has been shipped, you will need to get the Data Logger back to us at your cost and in working order for us to process a refund. Again, 30 (thirty) days will be the maximum turn-around time..
- 7.2.4. Should a user wish to return the Data Logger to Vaai for any reason, he/she may do so within seven (7) days from their receipt of the Data Logger. The user will be responsible for notifying Vaai of the Data Logger's impending return as well as for paying for all return shipping costs, to ensure the Data Logger's physical return to Vaai in its original, unsoiled condition and packaging. This condition is in addition to all other rights conferred on you by relevant consumer and online protection laws.
- 7.2.5. Once the Data Logger is returned as required, Vaai will process the refund soon as we have inspected the Data Logger and we are happy that it is in the same state it was shipped in.
- 7.2.6. After the first 7 (seven) days from receipt of the Data Logger, the following conditions will apply to the return and refund of the Data Logger:
 - 7.2.6.1. should we receive the Data Logger back between 7 (seven) and 14 (fourteen) days of its receipt, we will provide a full refund of the Fee paid for it; and/or
 - 7.2.6.2. should we receive the Data Logger back between 14 (fourteen) days and 1 (one) year of its receipt, we will only deal with the replacement of faulty Data Loggers.
- 7.2.7. The shipping costs, including but not limited to any courier costs, export/import taxes/duties or release fees, are to be paid by the user. Our delivery charges are subject to change at any time, without prior notice to you, so please check the Website for the most up-to-date information. You will see the applicable delivery charges on the Website when you make a purchase, which amount is based on various applicable considerations, such as the location of the user.
- 7.2.8. Vaai's obligation to deliver a Data Logger to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order, or when we deliver the Data Logger to our nominated delivery service provider, accepted by you, who will deliver the Data Logger to you. Vaai is not responsible for any loss or unauthorised use of a Data Logger, after it has delivered the Data Logger to the physical address nominated by you, or to our nominated delivery service provider, accepted by you.
- 7.3. **Additional considerations applicable to any product/service purchased from Vaai (online and via authorised agents):**
 - 7.3.1. Users may place orders for any Data Logger on the Website or via an approved agent, which Vaai may accept or reject. Whether or not Vaai accepts an order depends on the availability of Data Logger, correctness of the information relating to the Data Logger (including without limitation the price or availability) and receipt of payment or payment authorisation by Vaai for the Data Loggers.
 - 7.3.2. **NOTE: Vaai will indicate the acceptance of your order by delivering the Data Logger to you or allowing you to collect them, and only at that point will an agreement of sale between you and Vaai come into effect (the "Sale"). This is regardless of any communication from Vaai stating that your order or payment has been confirmed. Vaai will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**
 - 7.3.3. **You acknowledge that stock of all Data Loggers on offer is limited and that pricing may change at any time without notice to you. Vaai will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued. However, we cannot**

guarantee the availability of stock. When a Data Logger is no longer available after you have placed an order, Vaai will notify you and you will be entitled to a full refund of any amount already paid by you for such Data Logger.

- 7.3.4. Vaai shall take all reasonable efforts to accurately reflect the description, availability, composition, used materials, purchase price and delivery charges of our Data Loggers on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence nor fraud), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Cancellation and Refunds provisions above.

8. USER RESPONSIBILITIES AND WARRANTIES

8.1. By using the Platform and/or the Services, you warrant that:

- 8.1.1. **you expressly understand that VFS is juristic representative of and under the FSP license of Perspective Advisory (Pty) Ltd. and is underwritten by Compass Insurance Company Limited (FSP Number 12148) for insurance services procured from Vaai, for which Sapien Technology (Pty) Ltd. is not liable.**
- 8.1.2. you understand that you will be provided with additional agreements or mandatory information about Vaai, its regulated position and/or other prescribed information only once you engage further with Vaai specifically for the provision of its regulated financial/insurance services;
- 8.1.3. you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- 8.1.4. you have not made any misrepresentations and the information provided by you to Vaai at any time about you and/or your company is true, accurate and complete in every aspect;
- 8.1.5. you are not considered a United Nations “Specially Designated National” and/or on the United Nation’s “Blocked Persons List” and/or are not confirmed by any government or other national authority to be a person or entity who has any restrictions on their capacity to trade freely and/or internationally, for whatever reason;
- 8.1.6. you are above the age of 18 (eighteen) years old and have the lawful capacity to understand, agree with and be bound with these Terms;
- 8.1.7. you lawfully possess and submit all information to the Website and/or Vaai for the use of it or the Services;
- 8.1.8. you will not:
- 8.1.8.1. post, upload, replicate or transmit any abusive content on the Platform that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Platform;
 - 8.1.8.2. send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end ‘look and feel’ of the Platform or the underlying software code;
 - 8.1.8.3. reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the Platform - unless you have Vaai's prior written authorisation;

- 8.1.8.4. decompile, reverse engineer, or disassemble the; Website, linked Website, or any software or hardware employed in the display or operation of the Platform;
 - 8.1.8.5. use the Platform in a manner that could damage, disable, overburden, or impair any Vaai server (computer), or network connected to any Vaai server, or interfere with any other parties use of the Vaai Platform;
 - 8.1.8.6. interfere with any content displayed on the Vaai Platform or attempt or gain unauthorised access (without Vaai's written consent) to the information displayed on the Platform to which you may not be authorised, or to any secure area on the Platform, a Vaai server or any other part of the Vaai information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Vaai Platform or to gain access to information or any part of the Vaai information system to which you are not authorised, is unlawful and is an offence in terms of the provisions of Section 86 of the *Electronic Communications and Transactions Act No. 25 of 2002*, for which you may be prosecuted and, if found guilty, punished;
 - 8.1.8.7. create a link from other Website to the Vaai Platform, or any of the web pages which constitute the Vaai Platform, without Vaai's prior written consent;
 - 8.1.8.8. frame the Website or any of its pages without Vaai's prior written consent;
 - 8.1.9. you are solely responsible for withholding, collecting, reporting and remitting the correct amounts of tax and/or financial information to the appropriate tax and/or government authorities emanating from any transactions or actions you have performed on the Platform and/or through the Services;
 - 8.1.10. you will operate the Website and fulfil your duties in accordance with any law, regulation or license to which you are subject by virtue of any regulated service you may provide in your own capacity;
 - 8.1.11. you understand that when using the services of any third party connected to the Services that they may have their own terms and conditions of service for their services provided to you, and that you may be simultaneously bound by them;
 - 8.1.12. you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that the user does not own or does not have the right to publish or distribute;
 - 8.1.13. you will not use the platform for any commercial purpose other than as expressly provided for by Vaai herein;
 - 8.1.14. you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
 - 8.1.15. you will not facilitate or assist any third party to do any of the above,
failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing Vaai to manifest all of its rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority, demanding specific performance and/or suing you for damages.
- 8.2. The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Platform and you shall be responsible for such rates and fees.

- 8.3. **Without prejudice to any of Vaai's other rights (whether at law or otherwise), Vaai reserves the right to deny you access to the Platform or the Services where Vaai believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 8.4. **Vaai does not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device, or in any and all jurisdictions.**

9. **KYC AND AML REQUIREMENTS**

- 9.1. A user's ability to make use of various Services, may be regulated by applicable know-your-customer ("**KYC**") and/or anti-money laundering ("**AML**") laws and the respective rules and regulations, due to Vaai's regulation as an "accountable institution" under applicable financial reporting laws in South Africa (specifically the *Financial Intelligence Centre Act, 2001*).
- 9.2. Vaai may, at various times and depending on a range of factors in its sole discretion and applicable legislation, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to Vaai and/or its authorised third-party service providers in order for the user to be verified as not infringing any of Vaai's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents, proof of addresses and/or bank account information. Vaai reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by Vaai. Vaai also reserves the right to share this information with any legal authority when required under applicable laws.
- 9.3. Vaai may restrict user transactions that may violate laws or Vaai's internal KYC or AML conditions herein and as updated from time to time.
- 9.4. Users can contact us at hi@vaai.co for more information on what these applicable KYC/AML triggers/requirements are, which shall be communicated by VFS.

10. **RECEIPT AND TRANSMISSION OF DATA MESSAGES**

- 10.1. Data messages, including email messages, sent by you to Vaai will be considered to be received only when acknowledged or responded to.
- 10.2. Data messages sent by Vaai to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 10.3. Vaai reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 10.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Vaai is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Vaai to a user, between users or from a user to Vaai.

11. **HYPERLINKS, DEEP LINKS, FRAMING**

- 11.1. The Platform may include links to other internet sites ("**the other sites**"). Vaai does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 11.2. Vaai does not purport to own the content on other sites which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please write to info@vaai.co to request the removal of such content.
- 11.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

12. ADVERTISING AND SPONSORSHIP

- 12.1. The Platform may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Platform complies with all applicable laws and regulations.
- 12.2. Vaai, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

13. INTELLECTUAL PROPERTY PROTECTION

- 13.1. All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code and everything submitted by a user to the Platform and Vaai in use of the Services, (“**the intellectual property**”) are owned (or co-owned or licenced, as the case may be) by Vaai, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
 - 13.1.1. For clarity, all rights to any intellectual property provided by a user to the Platform will remain with the user, but for which the user has provided Vaai with a non-exclusive, non-transferable licence to use such user intellectual property as Vaai deems fit on the Platform and/or in advertising, for as long as the user remains registered on the Platform and/or uses the Services.
- 13.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Platform or the underlying software code whether in whole or in part, without the written consent of Vaai first being granted, which consent may be refused at the discretion of Vaai. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Vaai and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**
- 13.3. Vaai reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Platform, including that of a user in their Profile, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded through the Platform, will not be affected by such suspension or termination (as the case may be).
- 13.4. Where any of the Platform intellectual property has been licensed to Vaai or belongs to any third party, other than that which has been submitted by a user to the Platform in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 13.5. Subject to adherence to the Terms, Vaai grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained in the Platform on any machine which the user is the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Vaai.
- 13.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Vaai at hi@vaai.co.

14. DATA PRIVACY AND PROTECTION

- 14.1. We respect your privacy and your personal information, and will take special and required measures to protect it, as more fully detailed in our [Privacy Policy](#).

15. DISCLAIMERS

- 15.1. By using the Platform/Services you acknowledge and agree to these disclaimers.
- 15.2. **Use of these Platforms or the information, products and Services available on these platforms is at the user's own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the *Electronic Communications and Transactions Act*, Vaai or any of its subsidiaries, service providers & partners accepts no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of this Platform or any actions or transactions resulting there from, even if Vaai has been advised of the possibility of such loss, expense, claim or damages.**
- 15.3. **Vaai makes no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of this Platform or as to the accuracy, completeness or reliability of any information obtained from this Platform.**
- 15.4. **Vaai makes no warranty or representation, whether express or implied, that the products, information or files available on this Platform are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of a computer system, computer network or your hardware or software. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of a computer system, computer network, your hardware or software.**
- 15.5. **Vaai accepts no responsibility for any errors or omissions on this Platform. Vaai may, in its sole discretion, at any time, suspend or terminate the operation of this Platform or any of the products or Services provided without prior notice.**

16. INDEMNITIES

- 16.1. **THE USER INDEMNIFIES AND HOLDS HARMLESS VAAI, ITS SHAREHOLDERS, EMPLOYEES, AND PARTNERS FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEYS' FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THE USER'S USE OF THE PLATFORM AND/OR SERVICES OFFERED OR CONCLUDED THROUGH THE WEBSITE IN ANY WAY.**
- 16.2. **THE USER AGREES TO INDEMNIFY, DEFEND AND HOLD VAAI HARMLESS FROM ANY DIRECT OR INDIRECT LIABILITY, LOSS, HARM, DEATH, CLAIM AND EXPENSE (INCLUDING REASONABLE LEGAL FEES) RELATED TO THE USER'S USE OF THE SERVICES, PLATFORM AND/OR BREACH OF THESE TERMS.**
- 16.3. **THIS CLAUSE WILL SURVIVE TERMINATION OF THIS AGREEMENT.**

17. COMPANY INFORMATION

- | | |
|--|--|
| 17.1. Site owner: | Sapien Technologies (PTY) LTD |
| 17.2. Legal status: | Private limited liability company |
| 17.3. Registration number: | 2018/019597/07 |
| 17.4. Director: | Thabang Butelezi |
| 17.5. Description of main business: | Consumer Services Agent |
| 17.6. Email address: | info@vaai.co |
| 17.7. Website address: | www.vaai.co |
| 17.8. Physical address: | 3rd Floor, 2 Merchant Place, Sandton |

18. DISPUTE RESOLUTION AND GOVERNING LAW

- 18.1. The user's access and/or use of the Platform and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 18.2. Should any dispute, disagreement or claim arise between a user and Vaai concerning the use of the Platform or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 18.3. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them in order to find a mutually beneficial solution.
- 18.4. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("**AFSA**"), with an arbitrator selected by Vaai. Arbitration proceedings shall be conducted in Johannesburg, Gauteng, South Africa in English.
- 18.5. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the South Gauteng High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 18.6. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

19. TERMINATION OF USE OF PLATFORM OR SERVICES

- 19.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, VAAI RESERVES THE RIGHT TO TERMINATE AND PROHIBIT YOUR USE OF THE PLATFORM AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT VAAI GIVES REASONABLE NOTICE TO YOU.**

20. NOTICES AND SERVICE ADDRESS

- 20.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 20.1.1. in the case of Vaai, at 3rd Floor, 2 Merchant Place, 1 Fredman Drive, Sandton; or
 - 20.1.2. in the case of the user, at the e-mail and addresses provided by the user to Vaai via the Platform and/or agreements concluded with Vaai.
- 20.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 20.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

21. GENERAL

- 21.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

- 21.2. No indulgence, leniency or extension of time granted by Vaai shall constitute a waiver of any of Vaai's rights under these Terms and, accordingly, Vaai shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 21.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 21.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 21.5. The user's access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 21.6. Should you have any complaints or queries, kindly address an email to Vaai at info@vaai.co.za or same.
- 21.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Vaai in relation to the payment failure or breach.
- 21.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 21.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 21.8.