

GENERAL TERMS AND CONDITIONS FOR HEALTHCARE PROVIDERS

This policy document sets out the general terms and conditions applicable to individuals and juristic persons within the healthcare industry who access and/or use the Platform and/or Product.

Please read these Terms carefully before using our Platform and/or Product.

If you do not agree with any part of these Terms, you must immediately stop accessing and/or using the Platform and/or Product. Your continued use of the Platform and/or Product implies that you have accepted and agreed to be bound by these Terms.

Where there is conflict between these Terms and EULA regarding the Product, EULA shall prevail.

Last modified on 30 September 2023.

1. DEFINITIONS

- 1.1. “**Affiliate**” means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for the election of directors or other managing authority;
- 1.2. “**Application**” means a request by you to access and use the Product through one or more Profiles and Organisation Types available on the Platform and the Product;
- 1.3. “**Business Day**” means any day which is not a Saturday, Sunday or official public holiday in South Africa;
- 1.4. “**Confidential Information**” means (i) all records, files, analysis, documents, software, computer or electronic data disks or tapes, test data, printouts, processes, designs, file layout, technical bulletins, manuals, diagrams, formulas, research, inventions, patents and discoveries reasonably related to the Parties’ businesses or products and services of the Parties that have not been publicly released; (ii) technical, financial, business plan or patient information, including standard periodic financial statements and analyses, budgets, tax returns, benefit and compensation plans, patient list(s) and contact names, functional and technical specifications; and (iii) other valuable information disclosed by one of the Parties to the other and designated as confidential expressly or by the circumstances in which it is provided;

- 1.5. “**Device**” means any device that can access the Platform or Product, such as a computer, cellphone, or digital tablet;
- 1.6. “**EULA**” means the End User License Agreement applicable to all Users of the Product;
- 1.7. “**Feedback**” means feedback, innovations or suggestions sent by you or your Patients regarding the attributes, performance or features of the Platform and/or Product;
- 1.8. “**Free Trial**” refers to a limited period of time and/or limited number of usages of the Product, that may be granted free of charge when you enter into a binding agreement with OxIA by accepting the EULA and Pricing Policy;
- 1.9. “**Intellectual Property Rights**” means any (i) copyright, patent, know-how, rights in domain names, and rights in trademarks, trade names, service marks and designs (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protections existing anywhere in the world;
- 1.10. “**Licensee**” means a natural or juristic person within the healthcare industry who licenses the Product after accepting and/or signing EULA and the relevant Pricing Policy;
- 1.11. “**License Fee**” means the fee the Licensee is required to pay for their use of the Product as set out in the EULA and applicable Pricing Policy;
- 1.12. “**OxIA**” means OxIA DM (Pty) Ltd, with registration number 2021/343339/07, a company duly registered in accordance with the company laws of South Africa, with its registered address being The Point Mall Suite 701A, 76 Regent Road, Sea Point, Western Cape, 8005, South Africa. Also referred to us either “**OxIA**”, “**we**”, “**us**” or “**our**”;
- 1.13. “**OxIA Intellectual Property**” means OxIA’s Intellectual Property Rights;
- 1.14. “**Parties**” collectively means OxIA and the User, and “**Party**” shall mean either one of them as the context requires;
- 1.15. “**Patients**” refers to individuals who approach Users to have screening done through the use of the OxIA Product;
- 1.16. “**Platform**” means the website at <https://www.oxia.org>;
- 1.17. “**Policies**” refers to all OxIA policies;

- 1.18. **“Pricing Policy”** means OxIA’s pricing policy applicable to Organization Profile and Types, and OxIA Roles for the use of the Product that is made available to you once you apply for access to use the OxIA Product and accept the EULA;
- 1.19. **“Product”** means the OxIA software (including upgrades, updates, and patches thereto), which is a cloud-based platform designed to help detect, diagnose, and treat lifestyle diseases quickly and efficiently and includes any services related thereto;
- 1.20. **“Profiles and Organisation Types”** refers to Users in their capacity as General Practitioner Organisations, Optometrist Organisations, and Specialist Organisations, which enables the User to access certain functions of the Platform and/or Product and to which certain rights and obligations apply;
- 1.21. **“Role”** refers to the role fulfilled by Users, including without limitation, administrator, financial, photographer, SC receptionist, specialist, supervisor and supervisor plus, and in respect of which each respective role consists of certain responsibilities and functions as is more fully explained in the User Onboarding Form;
- 1.22. **“Subscription Fee”** refers to the fee/s payable by the User in respect of the Product or other fee basis as determined by OxIA;
- 1.23. **“Terms”** means these general terms and conditions for Healthcare Providers, governing their access to and use of the Platform and/or OxIA Product;
- 1.24. **“User”** means a natural person or juristic person in the healthcare industry who accesses and/or uses the Platform and/or Product;
- 1.25. **“User Account”** refers to accounts registered by a User which, depending on the Organisation Profile and Type, and Role, provides the User with access to certain features and functionalities of the Platform and/or Product;
- 1.26. **“User Onboarding Form”** refers to the form sent to Users after the User has submitted an inquiry, which form sets out information on each Profile and Organisation Type, Role and requires certain personal information to be provided by the User;
- 1.27. **“you”, “your”** means User.

2. ABOUT OXIA

- 2.1. OxIA owns a cloud-based platform which is designed to help detect, diagnose, and treat lifestyle diseases quickly and efficiently. The Product enables healthcare providers to participate in Patient’s treatment, which has the ability to improve the quality and effectiveness of a Patient’s treatment, and can enhance referral networks.

2.2. The Platform and Product are owned and operated by the OxIA.

3. ACKNOWLEDGMENT AND ACCEPTANCE

3.1. These Terms are the rules that govern your use of the Platform and/or Product and forms the agreement between you and OxIA regarding:

3.1.1. your access to and use of the Platform and the Product; and

3.1.2. your obligations and rights in respect of the specific Role you may have in relation to your use of the Platform and/or Product.

3.2. These Terms apply to all Users, whether accessed *via* computer, mobile device, or other technology, manner, or means.

3.3. By accessing or using the Platform and/or OxIA Product, you agree to be bound by these Terms. If you disagree with any aspect of these rules, you should cease your use of the Platform and/or OxIA Product immediately.

4. LEGAL CAPACITY AND AUTHORITY TO BIND YOURSELF TO THESE TERMS AND ANY OTHER AGREEMENT AND/OR APPLICABLE POLICIES

You affirm that you are 18 years of age or the age of majority in the jurisdiction you are accessing the Platform from, and you are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms, and to abide by and comply therewith. You furthermore affirm that where you are acting on behalf of a juristic person you have the required authority to do so and to bind the juristic person to these Terms including the Pricing Policy, Privacy Policy, EULA and all other applicable Policies.

5. AMENDMENTS TO THESE TERMS

5.1. OxIA can change or update these Terms at any time, but if there are important changes, OxIA will try and give you at least 30 (thirty) days written notice before the amended terms come into effect. OxIA reserves the right to amend these Terms. Your continued use of the Platform, and/or Product, and/or performance of your Role after the amended terms take effect, implies that you agree to the amendments. If you do not agree to the amendments you should immediately stop using the Platform, and/or Product, and/or performing your Role.

5.2. The updated version of the Terms supersedes any prior version/s immediately upon being posted, and the prior version/s shall have no continuing legal effect. It is your responsibility to periodically and regularly review the Platform to ensure that you always remain compliant with the latest version of the Terms.

6. COMMUNICATION

- 6.1. By using the Platform you expressly and specifically consent to receiving electronic communications from OxIA, including emails, telephone calls, posting communications on the Platform and messages posted to your User Account.
- 6.2. You acknowledge and agree that all electronic communications, including but not limited to, notices, agreements and disclosures provided to you by OxIA will satisfy any legal communication requirement, including that such communication be in writing.
- 6.3. You agree to maintain copies of electronic communications.
- 6.4. You also expressly and specifically consent to receiving certain other electronic communications from OxIA, such as newsletters regarding the Platform, Product, special offers, promotions and customer surveys.
- 6.5. Should you wish to withdraw your consent to receiving communications from OxIA at any time, you are required to email legal@oxia.org notifying OxIA of your withdrawal of consent.

7. APPLICATION FOR THE USE OF THE PRODUCT

- 7.1. An Application can be filed by a natural person over 18 years of age or a juristic person, provided the person applying on behalf of the juristic person has the required authority to do so.
- 7.2. In order to use the Product and choose a specific Profile or Organization Type you are required to follow the following Application process:
 - 7.2.1. submit a website Inquiry Form to OxIA;
 - 7.2.2. complete and submit the OxIA Onboarding Form; and
 - 7.2.3. agree to and accept these Terms, the EULA, Privacy Policy, Pricing Policy and any other legal documents or Policies OxIA may deem necessary.
- 7.3. The success of an Application is dependent, amongst other things, on you agreeing to the legal documents referred to in 7.2.3 above.
- 7.4. You undertake to provide accurate and up-to-date information during the Application process and promptly notify OxIA of any changes to the information.

8. APPLICATION REJECTION OR CANCELLATION BY OXIA

- 8.1. OxIA will consider the Application and will, in its sole discretion, determine whether or not to accept an Application.
- 8.2. OxIA has the right to reject or cancel your Application and any agreement entered into between yourself and OxIA at any time, for reasons including but not limited to:
 - 8.2.1. availability of Product;
 - 8.2.2. errors in the description or prices of Product;
 - 8.2.3. errors in your Application;
 - 8.2.4. suspicion of fraud or an unauthorised or illegal conduct;
 - 8.2.5. you grossly or repeatedly breaching any provision of the these Terms, EULA, Pricing Policy and any other legal documents relevant to our relationship;
 - 8.2.6. when OxIA's reputation and/or goodwill is at risk.
- 8.3. OxIA's decision regarding your Application is final and not subject to appeal.
- 8.4. The use of the Product can only be cancelled or terminated in accordance with these Terms and the termination clause in EULA for your chosen Profile and Organization Type.

9. USER CANCELLATION POLICY

- 9.1. If you have applied to OxIA to use and license the Product, you may cancel your application at any time provided there are no financial and/or other obligations which you owe to OxIA.
- 9.2. If you have signed and/or accepted the EULA and applicable Pricing Policy, you may only terminate your license and use of the Product in accordance with the termination clauses in the EULA.
- 9.3. Once you have terminated your use and license of the Product, your User Account/s will be deactivated and shall not longer be accessible to you.

10. USER REGISTRATION

You are required to provide any documentation OxIA may require in order for OxIA to verify you. This documentation may include, without limitation, individual or corporate identity documentation, proof of address, company registration documents and letters of authority to act on behalf of a company.

11. USER ACCOUNT

- 11.1. To access certain additional features and functionality of the Platform, you must register a User Account. All information provided to OxIA during registration will be held and used in accordance with the Privacy Policy. You are required to read and understand the Privacy Policy which is available on the Platform.
- 11.2. It is your responsibility to ensure that your account login details remain confidential and secure, including your user name, passwords and any other information that forms part of OxIA security procedures.
- 11.3. You agree to provide true, accurate, current and complete information about yourself as requested in all registration forms and to update information about yourself promptly, and as necessary, to maintain current and accurate records.
- 11.4. You acknowledge and agree that your User Account is personal to you and you will not disclose your account login details to any other person or entity nor will you allow any other person or entity to have access to your account and the Platform or portions thereof. You may never use any other person or entity's account and they may not use yours unless there is written authorisation to do so.
- 11.5. If you have reason to believe that any other person or entity has used or is using your account or if your account has been subject to any other breach of security, you will immediately notify the OxIA at **[insert email address]** It is your responsibility to immediately inform OxIA of any apparent breach of security, such as loss, theft or unauthorised disclosure or use of a user name or password.
- 11.6. You will ensure that you log out of your account from a public or shared Device so that others are not able to access, view or record your password or other personal information.
- 11.7. You acknowledge that you are solely responsible for all activities that occur on your User Account, regardless as to whether such activities occurred as a result of any other person or entity using your User Account. You agree that OxIA will not be liable for any loss sustained or caused by any unauthorised access and use of your User Account. You further agree that you may be liable for the losses suffered by OxIA due to any unauthorised use of your User Account.
- 11.8. If you previously had a User Account, you confirm that your old User Account was not terminated or suspended because you violated any of OxIA's Terms, agreements or Policies.
- 11.9. You are entitled to have more than one User Account in accordance with the Roles being fulfilled.

12. SCOPE OF LICENSE TO USE OXIA INTELLECTUAL PROPERTY

- 12.1. OxIA Intellectual Property (including the Platform and its original content) belongs to OxIA as well as the features and functionalities of the OxIA Product. OxIA's Intellectual Property Rights are suitable to be protected by copyright, trademark, and other South African and international laws. You are not entitled to use OxIA's Intellectual Property without OxIA's prior written consent.
- 12.2. All OxIA Intellectual Property is owned by OxIA or its licensors. By using the OxIA Product you agree to use it for its intended purpose only and in accordance with these Terms, EULA, relevant Pricing Policy and other Policies.
- 12.3. You agree not to otherwise reproduce, adapt, duplicate, copy, sell, distribute, rent, resell, publicly display, publicly perform, link to or exploit the Platform, and/or Product, and/or the content, or any adaptations thereof unless expressly set forth herein or in EULA. Such conduct would constitute copyright infringement.
- 12.4. You hereby agree that OxIA owns all right, title and interest, in and to the Feedback you provide to OxIA in respect of the Platform and/or Product.

13. USER INTELLECTUAL PROPERTY RIGHTS AND LICENSE GRANTS

You hereby grant OxIA, a non-exclusive, non-transferrable, royalty-free, and limited license to use of your Intellectual Property, in particular your trademarks and logos. The foregoing license shall remain effective for the duration of your relationship with OxIA.

14. LINKS TO OTHER WEBSITES

- 14.1. If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. OxIA has no control over, and assumes no responsibility for, the contents, privacy policies, or practices of such other sites or resources, and accepts no liability for them or for any loss or damage that may arise from your use of them. Inclusion of, linking to, or permitting the use or installation of any third party site, applications, software, content, or advertising does not imply approval or endorsement thereof by OxIA. If you decide to access any of the third party sites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such sites. Further, you agree to release and indemnify OxIA from any and all liability arising from your use of any third party website, content, service, or software accessed through the Platform.
- 14.2. Your communications, dealings with or participation in promotions of sponsors, advertisers, or other third parties located through the Platform, are solely between you and such third parties. You agree that OxIA will not be responsible or liable for any loss or damage of any sort incurred as a result of any dealings

which such sponsors, third parties or advertisers, or as the result of their presence on the Platform.

15. PRIVACY POLICY

Your use of the Platform and/or Product is subject to the OxIA Privacy Policy, which is hereby incorporated by reference into these Terms. By using the Platform and/or Product, you agree that you have read, understood and unequivocally agree to the data collection, use, and disclosure provisions set forth in the Privacy Policy.

16. MOBILE SERVICES

16.1. The Platform includes certain services that are available *via* a mobile device, including:

16.1.1. the ability to browse the Platform from a mobile device, and;

16.1.2. the ability to access certain features of the Platform through applications downloaded and installed on a mobile device (collectively, the “Mobile Services”).

16.2. To the extent that you access the Platform through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply and you acknowledge you are solely responsible for all such fees and charges. In addition, you acknowledge that your carrier may restrict downloading, installing, or using certain Mobile Services, and not all Mobile Services may work with all carriers or devices.

17. PRICING POLICY

The EULA and the applicable Pricing Policies set out specific terms and conditions pertaining to fees, particularly the License Fee/s and Subscription Fee/s. Please refer to EULA and the Pricing Policy for more details.

17.1. License Fee

17.1.1. Profiles and Organisation Types and associated Roles within the OxIA Product can be accessed once you accept the OxIA Pricing Policy and accept to pay the corresponding License Fee.

17.1.2. When you apply for access to a specific Profile and Organisation Type and accept the EULA, you will receive the Pricing Policy relevant to that Profile and Organisation Type and the applicable License Fee.

17.1.3. OxIA reserves the right to change the License Fee at any time before accepting your Application.

17.1.4. The Pricing Policy may be revised by OxIA after accepting your Application if there are any circumstances beyond OxIA's control that affect the provision of services and the OxIA Product functionalities. These circumstances can include, without limitation, government actions, changes in certain factors, increased charges, higher foreign exchange rates, and other similar matters. If such revisions occur, you will have the right to cancel your Application.

17.2. Subscriptions

17.2.1. If and when applicable, OxIA may need to charge you a Subscription Fee to use certain services provided by OxIA through the Product. If there are any changes to the Subscription Fee, OxIA will inform you in advance before applying the new Subscription Fee.

17.2.2. If a Subscription Fee applies, you will be billed in advance on a regular basis as agreed with OxIA, for example, daily, monthly, or yearly, depending on the subscription plan you use.

17.2.3. Your subscription will automatically renew at the end of each billing period unless you decide to cancel it or if OxIA cancels it.

17.2.4. You have the option to cancel the subscription by accessing your User Account settings page or by contacting OxIA directly.

17.2.5. Should you cancel the subscription, you will not receive a refund for the Subscription Fees you have already paid for the current subscription period.

17.3. Fee Changes

Amendments to License Fee/s, Subscription Fee/s and any other fees specified by OxIA will take place in accordance with the terms of EULA and the Pricing Policy.

17.4. Billing

17.4.1. You are required to provide OxIA with correct and complete billing information including, your full name and/or company name, residential and/or company address, state, postal code, telephone number, and valid payment method information.

17.4.2. Billing will take place in accordance with EULA and the relevant Pricing Policy.

17.5. Payments

- 17.5.1. If there is a License Fee (or other fees) applicable to your chosen Profile and Organisation Type and respective Role, you can make payment using the different payment methods we offer such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods like PayPal and Stripe.
- 17.5.2. When you use payment cards (credit or debit cards), they are subject to validation checks and authorisation by your card issuer. If we do not receive the necessary authorisation, we cannot be held liable for any delays or inability for you to access and/or use the Product.
- 17.5.3. When adding a payment card, your card information is stored by a payment processor. However, as far as legally possible, OxIA reserves the right to change the payment processors it uses at any time and without notice to you. OxIA does not store any payment card information as set out in further detail in the Privacy Policy.

17.6. Refunds

Unless required by law, any fees you have paid, including License Fees, Subscription Fees and any other fees, are generally not eligible for a refund. However, OxIA may consider certain refund requests on a case-by-case basis. The decision to grant a refund will be solely at OxIA's discretion.

17.7. Chargebacks

Any payments made by you resulting in a chargeback may affect your continued use of the Platform and/or Product. You will be liable for any chargebacks.

18. FREE TRIALS

- 18.1. OxIA may choose to offer a Free Trial for a limited time or a limited number of uses for the subscription or use of the OxIA Product by a specific Role. If you want to sign up for a Free Trial, you may be asked to provide your billing information.
- 18.2. If you provide your billing information for the free trial, OxIA will not charge you until the Free Trial period is over. On the last day of the Free Trial, if you have not cancelled your subscription, granted Role and use of the Product, you will automatically be charged the applicable fees for your chosen subscription, License Fee applicable to your Role within the Product.
- 18.3. Please note that OxIA has the right to modify the terms and conditions of the Free Trial offer, or cancel the free trial offer at any time without prior notice.

19. CONFIDENTIALITY

- 19.1. The Confidential Information shall at all times and until otherwise agreed by the Parties remain the sole property of that Party disclosing it (the “**Disclosing Party**”) and the Party receiving it (a “**Receiving Party**”) shall take appropriate security measures and keep the Confidential Information in such a way as to prevent its unauthorised disclosure.
- 19.2. The Receiving Party agrees to keep all Confidential Information strictly confidential and to use it only for purposes of fulfilling the obligations of this agreement.
- 19.3. The Receiving Party shall not disclose, distribute, or permit access to Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law or as necessary for the performance of these Terms.
- 19.4. Receiving Party shall take reasonable measures to protect the confidentiality of the Confidential Information, using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- 19.5. Receiving Party shall restrict access to the Confidential Information to its employees, contractors, or agents who have a need to know for the purposes of this agreement between the Parties. The Receiving Party shall ensure that such employees, contractors, or agents are bound by enforceable obligations of confidentiality.
- 19.6. Confidential Information does not include information that:
 - 19.6.1. becomes publicly known other than through any act or omission of the Receiving Party;
 - 19.6.2. is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure;
 - 19.6.3. is independently developed by the Receiving Party, which independent development can be shown by written evidence; or
 - 19.6.4. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 19.7. This clause shall survive termination of the relationship between the Parties.

20. PROTECTION OF PERSONAL DATA

The terms of the Privacy Policy, which is accessible via the Platform, is applicable and you agree that you have read and understood the Privacy Policy.

21. INDEMNITY

- 21.1. You agree to indemnify and hold harmless OxIA, its Platform operator, its Affiliates, licensors, service providers, officers, directors, employees, agents, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, obligations, losses, costs or debt, and expenses, including, without limitation, legal and accounting fees, arising out of or in any manner connected to:
- 21.1.1. your access, use, or misuse of the Platform or Product;
 - 21.1.2. your violation of any third party right, including without limitation, intellectual property or privacy right;
 - 21.1.3. any claim that your conduct caused damage or harm to a third party, or;
 - 21.1.4. your violation of the Terms, EULA, Privacy Policy, Pricing Policy and other Policies as required by OxIA from time to time.
- 21.2. OxIA is not affiliated with any mobile carrier, radio station or other third party service provider, and any dispute you have with any such third party service provider or any other third party, including, without limitation, any other User of the Platform, is directly between you and such third party, and you irrevocably release OxIA (and our officers, directors, agents, subsidiaries, joint ventures, employees, successors, and assigns) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
- 21.3. OxIA will use reasonable efforts to notify you of any claim, action or proceedings for which it seeks an indemnification from you upon becoming aware of it, but if OxIA is unable to communicate with you in a timely manner because of an inactive e-mail address for you, your indemnification obligation will continue notwithstanding OxIA's inability to contact you in a timely manner or at all.
- 21.4. OxIA reserves the right to assume the exclusive defence and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests to assist OxIA's defence of such matter. You agree not to settle any matter without obtaining prior express written consent from OxIA.

- 21.5. This indemnification will survive your relationship with OxIA and your use of the Platform and/or Product. You agree that OxIA shall have the sole right and obligation to control the legal defence against any such claims, demands, or litigation, including the right to select counsel of OxIA's choice and to compromise or settle any such claims, demands, or litigation.

22. DISCLAIMERS

- 22.1. You use the Platform and/or Product at your sole risk. OxIA provides the Platform and/or Product “as is” and “as available”. To the fullest extent permitted by law, OxIA disclaims all warranties of any kind related to the Platform and/or Product obtained through the Platform, whether express or implied, including but not limited to, the implied warranties and merchantability, fitness for a particular purpose and non-infringement. You shall be solely responsible for any damage to your computer system or loss of data that results from your use of the Platform and/or Product. OxIA makes no warranty or representation about the accuracy or completeness of the Platform and/or Product's content or the content of any sites linked to the Platform or that the Platform and/or Product will meet your requirements and assumes no liability or responsibility for any:

22.1.1. errors, mistakes, or inaccuracies of content;

22.1.2. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platform and the OxIA Product;

22.1.3. any unauthorised access to or use of OxIA Platform and/or Product and/or any and all personal information and/or financial information stored therein;

22.1.4. any interruption or cessation of transmission to or from the Platform or the OxIA Product;

22.1.5. any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform or the Product by any third party, and/or;

22.1.6. any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available *via* the Platform or the Product.

- 22.2. OxIA does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by third party/ies through the Platform or any hyperlinked services or featured in any banner or other advertising and OxIA will not be a party to or in any manner be responsible for monitoring any transaction between you and third party providers of product or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

- 22.3. OxIA does not warrant against the interference with your enjoyment of the Platform and/or Product, that the functions contained in or services performed or provided by the Platform and/or Product will meet your requirements, that the operation of the Platform and/or Product will be uninterrupted or error-free or not interfere with your use or enjoyment of any other applications on the Device on which the Platform and/or Product is accessed or installed, or that defects in the Platform and/or Product will be corrected.
- 22.4. No oral or written information or advice given by OxIA or its authorised representatives will create a warranty not expressly provided for in the these Terms. Some jurisdictions do not permit the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, accordingly the above exclusion and limitations may not apply to you but, in such case, the foregoing will be applied to the greatest extent enforceable under applicable law.
- 22.5. OxIA does not warrant that the Platform and/or Product is compatible with all Devices and operating systems. You are responsible for configuring your information technology, device and computer programs to access the Platform and/or Product. You shall use your own virus protection software.
- 22.6. OxIA will use its best endeavours to ensure that the Platform and/or Product is secure and free from bugs and viruses.
- 22.7. OxIA is not responsible for the availability of internet, or any errors in your connections, device or other equipment, or software that may occur in relation to your use of the Platform and/or Product.
- 22.8. OxIA is not responsible for any lost, stolen, or compromised User Accounts, passwords, email accounts, or any resulting unauthorised activities or resulting unauthorised payments or withdrawals of funds.

23. LIMITATION OF LIABILITY

- 23.1. To the extent not prohibited by law, in no event shall OxIA, its Affiliates, shareholders, officers, directors, employees or agents, be liable to you for any personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Platform and any content, materials, or Product available through the Platform, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if OxIA has been advised of the possibility of such damages.

- 23.2. In no event shall OxIA's total liability to you for all damages (other than as may be required by applicable legislation in cases involving personal injury) exceed USD\$100.00 (One Hundred United States Dollars).
- 23.3. You specifically acknowledge that OxIA, its Affiliates, officers, directors, shareholders, employees, or agents, shall not be liable for the defamatory, offensive, or illegal conduct of any third party, and that the risk, harm or damage from the foregoing rests entirely with you.
- 23.4. You agree not to file any arbitration claim, lawsuit or proceeding inconsistent with the foregoing liability limitations.
- 23.5. Some jurisdictions do not allow the exclusion or limitation of certain types of damages or liabilities, so the above exclusion and limitations may not apply to you, but in such cases the foregoing shall be applied to the greatest extent enforceable under applicable law.

24. LIMITATION ON TIME TO FILE CLAIMS

Regardless of any statute or legislation to the contrary, any cause of action or claim you may have arising out of or relating to the Platform and or any legal document signed by you must be commenced with 1 (one) year after the cause of action arises, otherwise, such cause of action or claim shall be permanently prescribed and barred.

25. TERMINATION

Termination may only take place in accordance with EULA, unless termination takes place prior to the User occurring any financial and/or other obligations, in which case the User shall provide OxIA with written notice that it does not intend proceeding with the access and/or use of the Platform and/or Product.

26. NOTICES

- 26.1. User agrees and accepts that OxIA may provide it with information and notices regarding the Platform by sending emails to the email address provided by the User when licensing the Product. OxIA may provide notices to the User via (i) email if the User has provided OxIA with a valid email address, or (ii) by posting the notice on the Platform or the on the Product download site that OxIA owns and operates. User may withdraw its consent for electronic notices.
- 26.2. User may serve notices to OxIA by sending email to legal@oxia.org.

27. GOVERNING LAW

The laws of the Republic of South Africa, excluding its conflicts of law rules, govern your use of the Platform and these Terms. Your use of the Platform may also be subject to other local, state, national, or international laws.

28. DISPUTE RESOLUTION

- 28.1. The Parties agree to first attempt to resolve any disputes arising out of these Terms informally and amicably.
- 28.2. If the Parties fail to resolve the dispute after 30 (thirty) Business Days of a Party's notice to the other Party of the existence of the dispute, the dispute, controversy or claim will be resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator appointed by AFSA.
- 28.3. The arbitration shall be held with only the Parties and their representatives present thereat, and at Cape Town, South Africa.
- 28.4. The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the Parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 28.5. This clause 24 shall not be interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator. In such event, the Parties consent to the jurisdiction of the Western Cape High Court of South Africa.

29. ASSIGNMENT

- 29.1. You may not assign this Agreement or any of the rights or licenses granted hereunder, directly or indirectly, without first obtaining the prior written consent of OxIA. This means that in the event you dispose of any Device on which you have installed the Platform and/or Product, such as by sale or gift, you are responsible for deleting the Platform and/or Product from your Device prior to such disposition.
- 29.2. OxIA may assign this Agreement, including all its rights hereunder, without restriction and without your prior consent.
- 29.3. Any assignment in violation of this clause shall be null and void.

30. COMMENTS AND CONCERNS

All Feedback, comments, requests for technical support and other communications relating to the Platform and/or Product should be directed to info@oxia.org.

31. MISCELLANEOUS

- 31.1. The Parties agree that OxIA is an independent contractor acting "at arms-length" and no relationship between partners in a partnership, Parties in a joint venture, Parties in an unincorporated association or principal and agent will be constituted by these Terms. As such, OxIA is not and shall not be deemed to be the agent, representative or servant of the User, except where OxIA is given written permission by the User to act on its behalf, in which case OxIA shall do so only in accordance with the terms of the User's prior authorisation. Neither Party shall be entitled to give any undertaking which will create an obligation of any nature or kind binding on the other.
- 31.2. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.
- 31.3. The failure to require performance of any provision shall not affect the OxIA's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision herein constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 31.4. Use of section headers in these Terms are for convenience only and will not have any impact on the interpretation of particular provisions.
- 31.5. You acknowledge and agree that OxIA and its Affiliates will have the right to enforce these Terms against you as a third-party beneficiary thereof.
- 31.6. The English language version of this Agreement is the version that governs your use of the Platform and in the event of any conflict between the English version and a translated version, the English version shall prevail. You expressly agree that these Terms and all ancillary documents be drafted solely in English.
- 31.7. Neither Party shall have any liability whatsoever to the other Party or be deemed to be in default of these Terms as a result of any delay or failure in performing its obligations in terms of these Terms to the extent that any such delay or failure arises from causes beyond the control of such Party, including but not limited to acts of God (including flooding and earthquakes), acts or regulations of governmental nature or supranational authority, war or national emergency, accident, fire, riot, strikes, lockouts and industrial disputes, provided that such Party shall give prompt notice to the other Party of such occurrence and shall make all reasonable efforts to eliminate the effect thereof to the extent possible. Where the Parties are unable to perform their obligations herein for a period exceeding 60 (sixty) days, the Parties shall be entitled to terminate their relationship and agreements in accordance with the termination clause in EULA and these Terms.

- 31.8. The expiration, cancellation or other termination of these Terms shall not affect those provisions hereof which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 31.9. The Terms, Privacy Policy, Pricing Policy, EULA any other documents expressly incorporated by reference constitute the sole and entire agreement between you and OxIA with respect to the Platform unless OxIA provides otherwise.

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