

AUTHORISED REPRESENTATIVE TERMS

1 Introduction

1.1 Addendum Financial Technologies (Pty) Ltd (**Addendum**) operates an online platform available at platform.addendum.co.za (**Platform**), which offers various products.

1.2 Entities (**Users**) may use the Platform through their authorised personnel (**Authorised Representatives**).

1.3 These Authorised Representative Terms (**AR Terms**) govern the use of the Platform by Authorised Representatives. Each Authorised Representative must accept these AR Terms in his or her own capacity before using the Platform.

1.4 Authorised Representatives should familiarise themselves with the Platform Manuals which are displayed on the Platform from time to time (or otherwise available upon request). The Platform Manuals form part of these AR Terms and the [Platform Terms](#) by reference.

1.5 Conditions of use

Authorised Representatives may only use the Platform if they:

- (1) are the Primary User (as defined in the Platform Terms) or have been nominated by another Authorised Representative to do so;
- (2) are authorised by their User to perform the roles allocated to them on behalf of that User; and
- (3) have submitted all documents and information requested by Addendum or the Platform and the documents and information are accurate, up-to-date and correct.

2 Login details

2.1 Each User must have one Primary User.

2.2 Upon a User being registered for the Platform, its Primary User will receive an email from the Platform which contains a unique profile with his or her email address as a username.

2.3 The Primary User may then add other Authorised Representatives to the Platform. Each Authorised Representative will also receive an email as referred to in clause 2.1.

3 Authorised Representative roles

3.1 The Platform allows multiple roles for Authorised Representatives, including the "Reviewer Role" and the "Approver Role". Further details regarding these roles are set out in the Platform Manuals.

3.2 The Primary User will initially be granted "Approver Role" status. The Primary User can give Approver Role status to other Authorised Representatives. Any Authorised Representative with Approver Role status can also give Approver Role status to other Authorised Representatives. Users must always have at least one Authorised Representative with Approver Role status.

3.3 All Authorised Representatives will be automatically allocated a Reviewer Role (which cannot be removed). When being awarded Approver Role status, an Authorised Representatives will maintain Reviewer Role privileges in addition to receiving those of the Approver Role status.

3.4 Only Authorised Representatives with Approver Role status may contract, enter into agreements and accept terms on the Platform on the User's behalf. All Authorised Representatives with Approver Role status must be authorised to enter into agreements on behalf of their Users and may be required to verify their status or identity before doing so. By performing the tasks of an Approver Role, an Authorised Representative warrant that he or she has the necessary authority to conclude agreements on behalf of the User.

- 3.5 Further details on the tasks to be performed by Authorised Representatives with Reviewer Role and Approver Role status are set out in the Platform Manuals. Authorised Representatives may not act outside of the role which they have been allocated.
- 3.6 Authorised Representatives may not use the username and password of another User's Authorised Representative, or another Authorised Representative of the same User. Authorised Representatives must ensure that they keep their own usernames and passwords safe and confidential. To the fullest extent permissible by applicable law, Addendum will not be liable for any losses suffered by Users arising from the unauthorised use of their Authorised Representatives' usernames or passwords.
- 3.7 Authorised Representatives must promptly notify Addendum and the relevant User if they become aware, or reasonably suspect, that someone has access to or used their username and password without their permission and change their password.

4 Notifications

Authorised Representatives will receive email communications from the Platform (to their registered email addresses) from time to time as part of its functionality. Authorised Representatives may manage their communication preferences for some aspects of the Platform, however the User and the Authorised Representatives will not be able to opt out of communications that solely relate to the functionality of the Platform and are accordingly essential for the User's Authorised Representatives to receive.

5 Authorising Addendum to perform certain tasks

The Platform allows Users to authorise Addendum to perform certain Authorised Representative tasks as provided for in the Platform Terms. Where Authorised Representatives authorise Addendum to do so on behalf of their Users, Addendum will not be liable for any loss or damage arising from it doing so, except if Addendum acts fraudulently or negligently.

6 Addendum intellectual property

- 6.1 All intellectual property in the Platform and its components belongs to Addendum or its licensors. Authorised Representatives are only permitted to use the Platform on behalf of Users and may not, and will not permit any third party to:
- (1) sub-licence use of the Platform;
 - (2) disassemble, decompile or reverse engineer the Platform;
 - (3) develop software similar to the Platform;
 - (4) adapt, modify and alter the Platform;
 - (5) market or distribute use of the Platform; and
 - (6) reproduce or distribute any information provided by the Platform other than in terms of these AR Terms.
- 6.2 The Addendum name and logo is the intellectual property of Addendum and may not be used in any way without obtaining Addendum's prior written permission.
- 6.3 All other content on the Platform is either owned by Addendum or licenced to it and Authorised Representatives may not use, distribute, reproduce and/or adapt in any way the content without first obtaining Addendum's prior written permission or unless it is used for the purposes of using the Platform.

7 Security of the Platform

Addendum will take appropriate and reasonable technical and organisational measures to protect any data stored on or transmitted over the Platform. Subject to applicable law, Addendum cannot guarantee the security of any information transmitted online and Users accept the risk of providing information on the Platform.

8 Disclaimers

- 8.1 Addendum makes no warranties or representations as to the performance or availability of the Platform or any information or material on the Platform. Addendum shall however use reasonable efforts to attend to availability, technical and other operational issues experienced by Authorised Representatives in relation to the Platform.
- 8.2 Addendum regularly checks the Platform for viruses but does not warrant that the Platform is free from all errors and viruses or any other harmful software or devices that can corrupt Authorised Representative's computer equipment, software or networks. Authorised Representatives should ensure that they have appropriate anti-virus protections in place. To the extent a User or Authorised Representative advises Addendum of an actual or potential virus on the Platform, Addendum shall take all reasonable steps to protect the Platform.

9 Protection of personal information

Addendum collects and processes personal information (as defined in the *Protection of Personal Information Act, 2013*) through and in connection with the Platform. For more information about how Addendum handles personal information, see the [Privacy Policy](#).

10 Limitation of Liability

Addendum and its employees, directors or agents will not be liable to Authorised Representatives for any loss or harm (direct or indirect) arising from or connected to their use of the Platform on behalf of Users.

11 Acceptance of AR Terms

Authorised Representatives must agree to these AR Terms by accepting them on the Platform. Acceptance takes place when an Authorised Representative clicks the box called "Accept Terms" (displayed on the Platform next to a link to the AR Terms).

12 Variation

- 12.1 Addendum may, in its sole discretion, change these AR Terms, the Platform Manuals or any part of them at any time. It is the Authorised Representative's responsibility to regularly check all these terms on the Platform for changes or updates.
- 12.2 Notwithstanding clause 12.1, notice of a change to these AR Terms will be displayed on the Platform as a pop-up message or sent via email.
- 12.3 Authorised Representatives must agree to amended AR Terms by accepting them on the Platform. Acceptance takes place when an Authorised Representative clicks the box called "Accept Terms" (displayed on the Platform next to a link to the amended AR Terms). Until this is done, the Authorised Representative will not be able to access the Platform.
- 12.4 On acceptance of updated AR Terms, Authorised Representatives will be bound by the updated AR Terms and previous versions of such terms will not apply going forward.
- 12.5 Where practical, previous versions of the AR Terms will be available upon a written request to Addendum and may also be stored on the Platform for Authorised Representatives to access.

13 General

- 13.1 Any illegal, invalid or unenforceable provision of these AR Terms may be severed, and the remaining provisions of these AR Terms continue in force.
- 13.2 These AR Terms are governed by the law of South Africa. Except to the extent that any other regulatory authority has jurisdiction, the place where the defendant in such proceedings is domiciled shall have jurisdiction over any disputes arising from these AR Terms.

For questions or comments regarding these AR Terms or the Platform, please contact Addendum at fssupport@addendum.co.za or 021 100 4302 from 08h00 to 17h00, Monday to Friday (excluding public holidays). Alternatively, contact Addendum using the contact details provided on the Platform.