

Radars Terms of Service

version 1.1 | Effective from: 1 July 2021

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE PURCHASING, USING OR ACCESSING THE SERVICES FROM TEAM RADAR PROPRIETARY LIMITED (“Radar”).

These terms and conditions govern the use and licensing by Radar of the Services.

BY ACCEPTING OR SIGNING THE PROVIDED QUOTE, CLICKING THE “SUBMIT” OR “ACCEPT” BUTTONS, USING ANY OF THE SERVICES OR OTHERWISE INDICATING ACCEPTANCE OF THESE TERMS, YOU AND ANY PARTY OR ENTITY THAT YOU ARE USING/PURCHASING THE SERVICE ON BEHALF OF (TOGETHER REFERRED TO AS “YOU” OR “YOUR” OR “CLIENT”), REPRESENT AND WARRANT THAT: (i) YOU ARE AUTHORISED TO BIND YOURSELF AND ANY OTHER PARTY ON WHOSE BEHALF YOU USE THE SERVICE AND/OR SOFTWARE; AND (ii) YOU AGREE TO BE BOUND BY ALL OF THESE TERMS (INCLUDING THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY SECTIONS SET FORTH BELOW) TO THE EXCLUSION OF ANY OTHER RIGHTS AND OBLIGATIONS.

1. INTERPRETATION

1.1. In this agreement, unless inconsistent with the context, the following words and expressions shall bear the meanings assigned thereto and cognate words and expressions shall bear corresponding meanings:

1.1.1. **“Active Employee”** means an individual who is appointed by the Client, entitled to a Remittance from the Client and/or retains an active profile on the Radar System, whether that be as a direct employee, independent contractor or any other legal arrangement;

1.1.2. **“Agreement”** means this terms of service agreement;

1.1.3. **“Applicable Law”** means all laws, legislation, regulations, binding codes of practice, or rules or requirements of any relevant government or governmental agency, professional, regulatory or tax authority or any codes of practice, technical standards, guidelines, or rules or requirements of any relevant industry body, applicable to the activities undertaken pursuant to this Agreement;

1.1.4. **“Business Day”** means any day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.1.5. **“Confidential Information”** means the terms and conditions of this Agreement, and any other information disclosed by one Party to the other, including, but not limited to, information regarding each Party's products, services, product designs, prices and costs, trade secrets, know-how, inventions, development plans, techniques, processes, programs, schematics,

software, data, customer lists, financial information, sales and marketing plans, business opportunities, employee data, research and development activities, pre-release products and any other information which the receiving party knows or reasonably ought to know is confidential, proprietary or trade secret information of the disclosing party;

1.1.6. "**Effective Date**" means the date upon which the Client completes any electronic acceptance form or process made available online by Radar where the Client clicks a button indicating they accept the terms of service, alternatively signing this Agreement or a provided quote or a Client using any of the Services or otherwise indicating acceptance of these terms;

1.1.7. "**Intellectual Property**" copyrights, patents, trademarks, designs or models, trade patterns, trade names and any other type of intellectual property and any rights to them (including applications for and rights to obtain or use same) which are used and/or held, whether or not currently used, by Radar in connection with its business and/or any other rights to such Intellectual Property;

1.1.8. "**License Fees**" means the subscription fees payable by the Client for use of and access to the Radar System, as set out in the quote provided and in clause 8 below;

1.1.9. "**Parties**" mean the parties to this Agreement, being Radar and the Client, and "**Party**" refers to any one of them;

1.1.10. "**Pay Period**" means the period of time for which an Active Employee is paid for his/her work for the Client over that period. The amount of days in a Pay Period is configured by the Client to be weekly, fortnightly, semi-monthly or monthly as the case may be;

1.1.11. "**Pay Run Date**" means the date on which Remittances are disbursed to Active Employees;

1.1.12. "**POPI**" means the Protection of Personal Information Act 4 of 2013 as amended from time to time;

1.1.13. "**Processing**" means any operation or set of operations which is performed upon data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

1.1.14. "**Personal Data**" means any information about a living human being or existing organisation (as applicable data protection laws require), provided that someone is capable of identifying them from that information;

1.1.15. "**Radar**" means Team Radar (Pty) Ltd (2019/327556/07);

1.1.16. "**Radar System**" means the software system that provides the Services;

- 1.1.17. **"Remittance"** means the money which is sent by electronic funds transfer by Radar on behalf of the Client into the bank account of an Active Employee and or any authorised Third-Party Recipient in accordance with the payment instruction from the Radar System;
- 1.1.18. **"Remittance Transaction"** means a transaction in terms of which there is a transfer of a Remittance to an Active Employee in accordance with the payment instruction configured by the Client on the Radar System;
- 1.1.19. **"Services"** means the software and services to help businesses better employ, manage, support and pay their employees and contractors as well as professional advisory support provided by Radar to the Client from time to time;
- 1.1.20. **"Third Party Recipient"** means a recipient other than an Active Employee who is entitled to receive a remittance in accordance with a payment instruction configured by the Client on the Radar System.
- 1.2. In this Agreement, words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include partnerships, trusts and bodies corporate, and vice versa.
- 1.3. The headings to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4. Each of the provisions contained in this Agreement shall be construed as independent of every other such provision to the effect that if any provisions of this agreement shall be determined to be illegal, invalid and/or unenforceable, then such determination shall not affect any other provisions of this agreement all of which shall remain in full force and effect.
- 1.5. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

2. INTRODUCTION

- 2.1. Radar is in the business of providing software and services to help businesses better employ, manage, support and pay their employees and contracted service providers. These software and services may include human resource and payroll services.
- 2.2. The Client wishes to use the Radar System and to appoint Radar to provide the Services to the Client.
- 2.3. Radar accepts this appointment.

3. APPOINTMENT AND TERM

- 3.1. This Agreement will commence on the Effective Date and will, subject to clause 3.2 and clause 12 will continue for the contract period.
- 3.2. Where the contract period is 12 (twelve) months, then either Party may terminate for convenience on 60 (sixty) day's written notice to the other Party. If the Contract Period is monthly, the Agreement may be cancelled by the Client at any time before the next Billing Cycle. No refunds or pro-rata fees will apply in instances where the Client chooses to terminate prematurely for reasons other than an alleged breach of the Agreement. The Parties acknowledge and agree that all payment obligations will survive the termination of the Agreement.

4. INTELLECTUAL PROPERTY AND LICENCE TO USE THE RADAR SYSTEM

- 4.1. Subject to the provisions of clause 4.2 and payment of the License Fees, Radar hereby grants to the Client and to authorised Active Employees a limited, revocable, non-exclusive and non-transferable right to access and make use of the Radar System.
- 4.2. Any licence granted by Radar to the Client in respect of the Radar System and /or any other Intellectual Property ("hereafter referred to as Licensed IPR") in terms of this Agreement will be subject to the following additional terms:
 - 4.2.1. **Permitted use.** The Client will only be entitled to use the Radar System for its internal business purposes and may not permit or endeavour to licence any other person who is not an Active Employee or contractor to use the Radar System. The Client shall ensure that the Licensed IPR is not accessed by or disclosed to any third party. Limited functionality may be available to prospective and past employees.
 - 4.2.2. **Notification of unauthorised use.** The Client shall notify Radar in writing immediately upon it becoming aware of any unauthorised use of the Licensed IPR and provide Radar with all information and support Radar may reasonably require in this regard.
 - 4.2.3. **No changes.** The Client shall not directly or indirectly attempt to adapt, reproduce, make derivative works, reverse engineer or decompile (to the extent any software is compiled) the Licensed IPR, nor attempt to overcome any measures employed by Radar to protect the Licensed IPR.
 - 4.2.4. **Compliance.** Radar may at any time call for an affidavit to be deposed to by the chief executive officer of the Client confirming compliance with the Client's obligations in respect of Licensed IPR.
 - 4.2.5. **Limitation of liability.** The Client's use of Licensed IPR is entirely at the Client's risk. Radar makes no representation or warranty in respect of the Licensed IPR and in particular (without limitation) does not represent or warrant that the Licensed IPR is error-free or that it does not infringe on the rights of a third party. Radar shall not be liable

for any claim, cost, expense or damage that may be incurred in the use of the Licensed IPR and the Client agrees to indemnify Radar from any such claims.

4.2.6. **Reservation of rights.** All rights in and to the Licensed IPR not expressly granted to the Client shall remain reserved to Radar.

4.2.7. **Termination.** In the event that the Client breaches any of the terms of this Agreement or if this Agreement is lawfully cancelled or terminates for any reason, the Client shall no longer be entitled to use the Licensed IPR.

4.3. Nothing in this Agreement shall transfer the Intellectual Property rights of a Party or that of third parties to the other Party. Accordingly, each Party will:

4.3.1. retain all Intellectual Property rights in and to the proprietary material of such Party or any third-party licensor; and

4.3.2. own all rights and title in any developments undertaken by such Party independently pursuant to this Agreement.

4.4. Should any developments be made by any Party in respect of any proprietary material created by a Party pursuant to this Agreement, ownership in all such developments or material shall vest exclusively in the developer of such proprietary material and the other Parties shall have no rights thereto.

4.5. The Parties shall not engage in joint development, and no Party shall perform any development using another Party's Intellectual Property, except as they may separately agree, in writing, in advance. Any agreement regarding joint development or any development using the other intellectual property shall address, amongst other things, the ownership and any licensing of all intellectual property rights created as a result of such development and any indemnities to be granted by one Party to the other Party.

5. ACCESS AND MAINTENANCE OF THE RADAR SYSTEM

5.1. The Radar System is accessed remotely, and its functionality is dependent on the availability of internet connectivity.

5.2. The Client will ensure that it has all software and hardware required to access and/or utilise the Radar System and/or that the Active Employees are able to access the Radar System.

5.3. The Client will comply with Radar's instructions regarding the functionality of the Radar System.

5.4. Subject to the Client's obligations and undertakings in this clause 5 and in clause 6 below, Radar will use all reasonable measures to provide the Client with continuous access to the Radar System. It is

specifically recorded that Radar cannot and does not guarantee that access to the System will remain uninterrupted at all times.

6. CLIENT OBLIGATIONS AND INDEMNITIES

6.1. The Client shall:

- 6.1.1. comply with Applicable Laws relating to the operation of the Client's business;
- 6.1.2. ensure that License Fees are paid on the Due Date, failing which Radar reserves the right (i) to suspend or revoke Client and/or Active Employee's access to the Radar System and to (ii) withhold the disbursement of any Remittances;
- 6.1.3. be responsible for the configuration of the Client and Active Employee profiles on the Radar System;
- 6.1.4. ensure that the Radar settlement account always has sufficient funds to cover the disbursement of Remittance(s). If the Radar settlement account is insufficiently funded at any time, in particular, where funds are not received 4 (four) Business Days in advance of the relevant Pay Run(s), Radar will not be obliged to disburse the Remittance(s). In the event that excess funds remain in the settlement account after the disbursement of Remittances by Radar in any given month or Pay-Run, Radar will inform the Client who can elect in writing to: have the excess funds returned to its nominated account; or to retain a credit in the Settlement Account against which the next Pay Run may be offset by Radar;
- 6.1.5. be responsible for its own bank charges associated with any Remittance Transactions;
- 6.1.6. remain responsible for ensuring that all applicable taxes and tariffs are reported, paid or collected by the proper authority. **Radar expressly disclaims and assumes no responsibility whatsoever for the calculation, payment, reporting or collection of taxes on behalf of the Client.**

6.2. The Client hereby indemnifies and holds Radar harmless for any loss (including but not limited to loss of data, profits and goodwill) liability, damages (whether direct, indirect or consequential) or expense of whatsoever nature and howsoever arising, where Radar's failure, delay or inability to perform its obligations in terms of this Agreement is due to:

- 6.2.1. the Client's failure to provide accurate information or to accurately configure and/or input data in the Radar System;

- 6.2.2. Client's failure to deposit sufficient funds into Radar's Client settlement account in order for Radar to effect Remittance(s) to Active Employees in accordance with the instructions from the Radar System;
- 6.2.3. errors in the accuracy and integrity of any data or information processed for and on behalf of the Client by Radar or the Radar System unless such errors are due to the gross negligence or wrongful conduct of Radar;
- 6.2.4. defects in telecommunications infrastructure and communication line faults;
- 6.2.5. changes made by the Client to its information technology system or environment or any portion thereof which (either directly or indirectly) affects the operation of the Radar System;
- 6.2.6. the failure of any hardware, software programme, application/s or any other computer systems (or any component thereof) of any third party on whom the Client relies (whether directly or indirectly) to access and utilise the Radar System and/or Service and/or on which Radar relies to provide access to the Radar System or to provide the Services;
- 6.2.7. loss or damage caused directly or indirectly by the negligent and/or incorrect use of the Radar System by the Client;
- 6.2.8. the suspension of the Services for maintenance, repair and improvements; and/or the Client's failure to perform or delay in performing its obligations in terms of this Agreement.

7. SUB-CONTRACTING

- 7.1. Unless otherwise agreed between the Parties in writing, Radar shall be entitled to sub-contract any part of the Services to suitably qualified and experienced sub-contractors or service providers, provided that Radar shall remain liable to the Client for the proper performance of this Agreement and specifically any obligations pertaining to Confidential Information (clause 11) and Intellectual Property rights (clause 4).

8. LICENSE FEES AND PAYMENT TERMS

- 8.1. The Client will pay Radar the monthly or annual License Fee as recorded in the quote provided to the client before sign-up.
- 8.2. License Fees are calculated in accordance with the Client's selecting product tier with reference to the number of Active Employees on the Client's Radar System profile during the relevant month of the contract period as well as any other services added to the Client's account.

- 8.3. License Fees will escalate from time to time on 30 (thirty) day's written notice to the Client:
- 8.4. Notwithstanding the above, Radar reserves the right to escalate Licence Fees at other times and at other percentages upon furnishing the Client with one (1) months' notice of such increase.
- 8.5. Radar will provide the Client with detailed monthly invoices. Radar may include any amount for Services rendered and not previously billed in any invoice.
- 8.6. The Client agrees that Radar may issue and submit invoices electronically; all invoices submitted by Radar will be paid into its nominated bank account no later than 30 (thirty) days from the date of invoice ("Due Date") unless the Client has signed a Debit Order Mandate with Radar that allows for automatic collection of fees due. All payments will be made in South African Rand (ZAR).
- 8.7. Clients will be billed on the 27th day of the month in which their company onboarding is completed, or one (1) month after the Effective Date, whichever comes first, unless a different date is agreed between the Parties. This initial period for onboarding will also constitute the "cooling off" period as envisaged in the Electronic Communications and Transactions Act when applicable.
- 8.8. Invoices not paid by the Due Date are subject to interest from the Due Date until paid. Interest will be charged at the prime rate at which Radar's bank lends on bank overdraft to its most favoured corporate borrowers in the Republic of South Africa from time to time plus 2%. Interest will be compounded monthly in arrears and calculated on a 365 (three hundred and sixty-five) day year factor, irrespective of whether or not the year is a leap year. In the event that Radar initiates collection proceedings for amounts due, the Client will be liable for all collection and other costs incurred by Radar, including but not limited to, reasonable attorneys' fees whether or not litigation has commenced.
- 8.9. Radar reserves the right to restrict the use and prevent access to the Radar System that may be supplied until such time as the license fees have been fully paid.
- 8.10. Unless otherwise stated, all amounts stated in this Agreement or any are exclusive of Value Added (VAT) or other sales tax.

9. DATA PROTECTION AND DATA PROCESSING

- 9.1. In providing the Services, Radar shall take appropriate technical and organisational measures (meaning the technical and organisational efforts that a reasonable person in the processor's position would use to achieve that goal as quickly, effectively, and efficiently as possible) to safeguard the Client's Personal Information.
- 9.2. Where and to the extent applicable, the Parties agree that they will comply with all applicable data protection legislation including the POPIA and to Process any personally identifiable information in rendering the Services and/or using the Radar System in accordance with the said regulations.

- 9.3. The Client and Radar acknowledge that for the purposes of data protection legislation, the Client is the responsible party and Radar is the data processor.
- 9.4. The Client warrants that they have permission and consent from the data subjects concerned to have collected and to transfer or share the Personal Information with Radar for Processing and use in the provision of Services.
- 9.5. The Parties agree that:
- 9.5.1. Radar will process Personal Information for the purpose of (i) providing the Services (ii) managing the business relationship between the Parties and (iii) internal business requirements and reporting as applicable;
 - 9.5.2. All Personal Information will be processed in accordance with Radar's Privacy Policy.
 - 9.5.3. Each party is responsible for the secure transfer of any data they share with the other party and must take appropriate technical and organisational measures to make sure that they transfer data securely to the other party.
 - 9.5.4. any Personal Information shared by the Client with Radar and used directly or indirectly in the performance of the Radar Services will remain the Client's information;
 - 9.5.5. Radar will will implement appropriate technical and organisational security measures to ensure that the level of security is appropriate to the risks to the personal data in terms of applicable data protection laws;
 - 9.5.6. Radar may make use of third-party operators in its business operations in order to provide the Radar Services on condition that Radar and such third-party have concluded a written agreement incorporating terms which are substantially similar to those set out in this clause 9;
 - 9.5.7. Radar may make use of operators or processors located outside of the country in which data was collected to a foreign country and process it in that country. Personal information may be stored on servers located outside of South Africa.
 - 9.5.8. Radar will assist the Client at the Client's cost in responding to any request from a data subject and in ensuring compliance with its obligations under the data protection legislation with respect to security, breach notifications, impact assessments and consultations with authorities or regulators;
 - 9.5.9. Radar will maintain complete and accurate records and information to demonstrate its compliance with this clause 9.

9.5.10. Radar will notify the Client as soon as possible on becoming aware of any security breach or anticipated security breach or any complaint received from a data subject (as defined in data protection legislation) in relation to this Agreement and/or the Services.

9.6. In the event of termination of the Agreement and when directed to do so, Radar will delete and destroy all Personal Information received from the Client in order to ensure that it does not retain the Personal Information for any longer than it is required for purposes of providing the Radar Service in terms of the Agreement, save for statistical purposes, internal business purposes and as detailed in Radar's Privacy Policy.

10. EXCLUSIVITY

10.1. The Client understands that Radar is in the business of providing business processing solutions and as such the Client agrees that Radar shall not be restrained from undertaking or providing the Radar Services for other clients.

11. CONFIDENTIAL INFORMATION

11.1. Neither Party shall, during the term of this Agreement or at any time thereafter, act upon or divulge to a third party or entity any trade secret or Confidential Information of the other Party, provided that either Party shall be entitled to divulge Confidential Information, the property of the other, only in the following circumstances:

11.1.1. in connection with the bona fide performance by that Party of its obligations in terms of this Agreement;

11.1.2. where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body; or

11.1.3. required by the rules of any stock exchange on which the shares or other securities of any Party is listed; or

11.1.4. to their affiliates, employees, consultants and advisors that are bound by written agreement to protect the Confidential Information as per the requirements of this Agreement; or

11.1.5. with the prior written consent of the other Party.

11.2. Each Party agrees (to the extent permitted by law) to inform the other Party of the full circumstances of any disclosure under clause 11.1.2 or upon becoming aware that Confidential Information has been disclosed in breach of this Agreement.

- 11.3. It is expressly recorded that the confidentiality obligation under this clause shall survive the expiry or early termination of this Agreement.

12. BREACH AND TERMINATION

- 12.1. If a Party:
- 12.1.1. breaches any provision of this Agreement and remains in breach for 7 (seven) Business Days after the other Party has given written notice to rectify that breach; or
 - 12.1.2. breaches a material term or warranty set out in this Agreement that is not capable of remedy; or
 - 12.1.3. repudiates this Agreement by acting in a manner that evidences the intent not to be bound to this Agreement, then the other Party shall be entitled without prejudice to any other rights or remedies which such Party may have in law or otherwise (including the right to claim damages) to sue for the immediate specific performance of any obligations under this Agreement or to cancel this Agreement, which cancellation shall take effect on the giving of the notice of cancellation.
- 12.2. The provisions of clauses 5 (Intellectual Property), 6 (Client Obligations and Indemnities), 10 (No Exclusivity), 14 (Limitation of liability and Indemnity), 17 (Dispute Resolution) will survive termination of this Agreement for any reason.

13. CONSEQUENCES OF TERMINATION

- 13.1. Upon the cancellation or termination of this Agreement for any reason, the Client shall no longer have any right to use or access the Radar System and/or Radar Services and Radar shall be entitled without prior notice to terminate such use and suspend or revoke access thereto without any claim from the Client.
- 13.2. Any amount owing by one Party to the other must be paid into the bank account nominated by the Party who is to receive the funds within 10 (ten) Business Days of the reconciliation being agreed upon by the finance departments of both Parties.

14. LIMITATION OF LIABILITY AND INDEMNITY

- 14.1. Radar shall not be liable to the Client or any third-party for any indirect loss or consequential damages.
- 14.2. Radar shall not be liable to the Client or be deemed to have breached this Agreement by reason of any delay in performing or failure to perform any of the Radar Services, if such delay or failure was attributable to the Client having breached this Agreement or to reasons beyond Radar's

reasonable control. This exclusion will not apply where failure to perform was due to gross negligence, intentional misconduct or fraudulent actions by Radar.

- 14.3. The Client agrees to hold Radar harmless from any claim that may arise as a result of a breach of the provisions of this Agreement by the Client.
- 14.4. Notwithstanding the foregoing should a court of competent jurisdiction find that Radar is liable to the Client for whatever reason, the Client agrees that any such liability shall not exceed the amount of License Fees actually paid by the Client in respect of the period in which such failure, breach or defect occurred.

15. FORCE MAJEURE

- 15.1. Except for the obligation to pay monies due and owing, neither Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including, without limitation, acts of God, earthquakes, labour disputes, actions of governmental entities (including but not limited to delay caused by customs regulations or a change in customs regulations), riots, war, terrorism, fire, epidemics or other circumstances beyond its reasonable control.
- 15.2. The obligations and rights of the defaulting Party shall be extended for a period equal to the period during which such event prevented such Party's performance, provided that if such period exceeds 60 (sixty) days, then either Party shall be entitled to terminate this Agreement immediately on written notice while the Party's performance continues to be prevented.

16. NON-SOLICITATION

- 16.1. The Client agrees that it will not during the term of this Agreement and for a period of 12 (twelve) months thereafter, directly or indirectly solicit or encourage any employee of Radar or any independent contractor of (both hereafter "Staff") to leave their employment or engagement with Radar, unless Radar has given prior consent thereto in writing.
- 16.2. In the event that the Client breaches the provisions of this clause, Radar shall elect either:
 - 16.2.1. as pre-agreed liquidated damages, to require that the Client pay a finder's fee equal to cost to company salary or fees which was paid to such Staff member during the previous 6 (six) calendar months preceding the resignation or termination of the contractual relationship with Radar, which finder's fee shall be payable within 30 (thirty) calendar days of receipt of an invoice from Radar; or
 - 16.2.2. to institute legal action to protect its rights in terms of this Agreement with full reservation of rights and remedies,

both of which shall be without prejudice to Radar's right to terminate this Agreement for breach in terms of clause 12.1 (Breach).

17. DISPUTE RESOLUTION

- 17.1. Should any dispute arise between the Parties in connection with this Agreement, or which relate in to any matter affecting the interests of the Parties in terms of this Agreement, the Parties will meet within 5 (five) Business Days of written notice of the dispute from one Party to the other (or such longer period as mutually agreed in writing) to negotiate in good faith in an effort to settle such dispute.
- 17.2. Should the Parties fail to resolve any dispute amicably between themselves within 3 (three) Business Days of the meeting referred to above, then the Parties undertake to meet promptly and consider whether or not the dispute should be referred to arbitration. If the Parties agree in writing that the dispute should be referred to arbitration, such dispute will be determined and finally resolved in accordance with the Expedited Rules of the Arbitration Foundation of South Africa ("AFSA") by an arbitrator or arbitrators agreed to between the Parties to the dispute and failing such agreement within 3 (three) days of a request therefor by any party, appointed by AFSA, by means of arbitration to be held in Cape Town.
- 17.3. Notwithstanding the provisions of clause 17.2 above, any Party may approach a court on an urgent basis for interim relief or for such other relief not capable of being obtained by way of arbitration proceedings in general.

18. NOTICES

- 18.1. The Parties choose as their address for service and/or receipt of notices (i.e. *domicilia citandi et executandi*) for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses set forth in this Agreement, provided that any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and delivered to the relevant Party's physical address or email address (hereafter each a "**Notice Address**").
- 18.2. Any Party may by notice to any other change its Notice Address, provided that in respect of its physical address, such address should be in the Republic of South Africa and not a forwarding address. The change shall become effective on the 7th (seventh) Business Day from the deemed receipt of the notice.
- 18.3. Unless the contrary is proved by a recipient, any notice to a Party to a Notice Address on Business Days: sent by email shall be deemed to have been received on the date the message left the sender's email system, as may be optionally evidenced by a delivery or read receipt emanating from the recipient's email system.

- 18.4. Notwithstanding anything to the contrary, a written notice or communication actually received by a Party's nominated reference or functionary in this Agreement shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at a Notice Address.
- 18.5. Radar elects legal@radar.co.za as its nominated electronic Notice Address. The Client's electronic Notice Address shall be the email address loaded on the Radar System for their admin user.

19. GENERAL

- 19.1. **No assignment.** No Party is entitled to transfer any right or obligation in terms of this Agreement, including transfer by way of assignment, sale, merger, consolidation, operation of law or otherwise, without the prior written consent of the other. Radar shall be entitled to cede and assign its rights and obligations in terms of this Agreement on notice in writing to the Client as part of a transaction where a third party acquires part of Radar's business as a going concern.
- 19.2. **Applicable law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 19.3. **Binding on successors-in-title.** This Agreement shall be binding on and enforceable against any successor-in-title or other legal representatives of the Parties as fully and effectually as if they had signed this Agreement in the first instance.
- 19.4. **Independent contractors.** The Parties agree and acknowledge that the relationship between the Parties is that of independent contractors. This Agreement shall accordingly not create a partnership or joint venture, nor constitute any Party as the other's agent, partner, employee or representative.
- 19.5. **No representation.** No Party shall be entitled to represent other Parties, unless and only to the extent expressly provided otherwise in this Agreement.
- 19.6. **Whole Agreement.** This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.
- 19.7. **Variation.** No addition, change or supersession of this Agreement, nor any waiver of any right arising from this Agreement, shall be of any force or effect unless reduced to writing and electronically signed or agreed to by all Parties.
- 19.8. **Relaxation.** No failure on the part of any Party to enforce its rights shall in any circumstances be construed as a consent, election, limitation or waiver of rights by such Party.
- 19.9. **Severability.** Should any provision be found by a court of competent jurisdiction or regulatory authority to be illegal, invalid or unenforceable for any reason, the Parties will negotiate with one

another as soon as possible, in good faith, in order to agree on a substantially equivalent, legally compliant alternative provision.

- 19.10. **Authority to sign.** The person accepting this Agreement on behalf of any one of the Parties expressly warrants his or her authority to do so.

20. UPDATES AND CHANGES

- 20.1. We may update these terms to reflect changes in our services or how we do business — for example when we add new services, features, technologies, pricing, or benefits (or remove old ones), for legal, regulatory, or security reasons, or to prevent abuse or harm.
- 20.2. If we materially change these terms or service-specific additional terms, Radar will provide you with reasonable advance notice and the opportunity to review the changes, except when we launch a new service or feature, or in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you can end your relationship with us at any time by terminating this agreement in line with the terms outlined in this agreement.