

# Draftworx Cloud Services

## Terms & Conditions

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF THE CLOUD SERVICES.

BY ACCEPTING THESE TERMS AND CONDITIONS, EITHER BY TICKING THE BOX INDICATING YOUR ACCEPTANCE OR ACCESSING THE CLOUD SERVICES, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS. IN THE EVENT THAT YOU ARE REPRESENTING A COMPANY OR OTHER ENTITY, YOU WARRANT TO DATA PRIME THAT YOU ARE DULY AUTHORISED TO DO SO AND THAT THESE TERMS AND CONDITIONS CONSTITUTE VALID AND BINDING OBLIGATIONS ON SUCH COMPANY OR ENTITY, IN WHICH CASE "YOU" AND "YOUR" SHALL REFER TO SUCH COMPANY OR ENTITY.

IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS AND CONDITIONS AND MAY NOT ACCESS THE CLOUD SERVICES.

YOUR ATTENTION IS SPECIFICALLY DRAWN TO CLAUSES 7, 15 AND 16 THAT LIMIT THE RISK AND LIABILITY OF, AND IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY, DATA PRIME AND OTHER PARTIES.

### 1 Definitions

- 1.1 "Account" refers to the account created by you on the Website in terms of **clause 2.1**.
- 1.2 "Business Day" refers to any day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 1.3 "Cloud Services" refers to the Draftworx Cloud Services provided by Data Prime.
- 1.4 "Cookies" refers to small pieces of information stored on your hard drive which help you to navigate the Website as easily as possible.
- 1.5 "Data" refers to Personal Information as defined in the Electronic Communications and Transactions Act, 25 of 2002 and/or in the Protection of Personal Information Act, 4 of 2013 and/or, in the case of European Users, Personal Data as defined in the General Data Protection Regulation (EU) 2016/679 and/or third party information provided by you pursuant to your use of the Cloud Services.
- 1.6 "Data Prime" refers to Data Prime Solutions Proprietary Limited, a private company incorporated in accordance with the laws of the Republic of South Africa under registration number 2007/019346/07.
- 1.7 "Fee" refers to the fee payable by you to Data Prime in respect of each Request, published by Data Prime on the Website from time to time subject to value added tax and any volume discounts that may be applicable.
- 1.8 "Prepaid Credits" refers to credits issued by Data Prime in proportion to the ratio of 1 (one) credit to R1 (one Rand) in accordance with **clause 5.1**, which are redeemable in exchange for the use of Cloud Services.
- 1.9 "Privacy Policy" refers to Data Prime's privacy policy, a copy of which is available on the Website.
- 1.10 "Request" refers to an electronic request for any of the Cloud Services made, or purported to be made, by you or on your behalf using your Account.

- 1.11 “These/the Terms and Conditions” refers to these terms and conditions.
- 1.12 “Website” refers to, and includes any part or element of, [www.draftworx.com](http://www.draftworx.com) and its sub-domain [www.cloud.draftworx.com](http://www.cloud.draftworx.com).
- 1.13 “XBRL” refers to extensible business reporting language, which is the global standard for exchanging business information.

## 2 Your Account

- 2.1 In order to use the Cloud Services, you will first be required to create an account on the Website and submit certain of your Personal Information, such as your names, e-mail address and billing information. You confirm that all of the information that you provide for this purpose is accurate and complete in all respects and you undertake to notify Data Prime of any changes to such information by editing your Account information timeously.
- 2.2 Once your Account has been successfully created, you will receive an e-mail confirming your registration on the Website.
- 2.3 Your Account is for your personal use and you shall be responsible for securing your Account login details. You will not, save with Data Prime’s prior written consent, share your Account login details with any third party or permit any third party to gain access to your Account.
- 2.4 If the security or confidentiality of your Account is compromised or you believe that a third party has gained unauthorised access to your Account, you will notify Data Prime in writing and ensure that the password for that Account is changed immediately. You will be responsible for all transactions performed using your Account login details.

## 3 Free Trials / Free Credits

- 3.1 You agree to comply with any additional terms, restrictions or limitations imposed in relation to any free trials or free credits extended to you by Draftworx Cloud. Your use of the relevant Cloud Services pursuant to any free trial or free credits shall be for evaluation purposes only.
- 3.2 You may not register multiple accounts on the Website to receive additional free trials or free credits. In the event that you register multiple accounts in breach of this clause 3.2, Data Prime shall be entitled to charge you for your use of any of the Cloud Services in accordance with the Fees charged by Data Prime for such Cloud Services from time to time.

## 4 Payments

- 4.1 The Cloud Services are provided on a prepaid as-you-use basis.
- 4.2 In order to make a payment, you will be required to request a payment via your Account indicating the amount that you would like to pay. Upon receipt of such a request for payment, Data Prime will issue you with a tax invoice for the amount concerned.
- 4.3 Payments may only be made via any credit card facilities provided on the Website or electronic funds transfer in accordance with **clause 4.4** below. No cheque deposits shall be accepted.

- 4.4 When making payment to Data Prime by electronic funds transfer:
- 4.4.1 you must use the reference stipulated on the applicable invoice to enable Data Prime to identify and allocate the payment correctly;
  - 4.4.2 no transfers may be made using ATM's; and
  - 4.4.3 Data Prime accepts no responsibility for the incorrect allocation of any payments made by you as a result of the wrong reference used.

## 5 Terms of Issue of Prepaid Credits

- 5.1 Upon receipt of your payment, Data Prime will credit your Account with the corresponding amount of Prepaid Credits. Please note that payments made by you from a bank other than Data Prime's bank may take up to 3 (three) Business Days to process.
- 5.2 In the event that an excess number of Prepaid Credits are credited to your Account erroneously, you undertake to:
- 5.2.1 forthwith notify Data Prime thereof in writing; and
  - 5.2.2 reimburse Data Prime on demand should you redeem such erroneous Prepaid Credits.
- 5.3 Prepaid Credits shall expire on the earlier of the date on which such Prepaid Credits are redeemed in exchange for Cloud Services in accordance with **clause 6.4** or 3 (three) years after the date on which they are issued.
- 5.4 Prepaid Credits are not transferable but, subject to **clause 5.5**, are refundable.
- 5.5 Data Prime will only refund Prepaid Credits which have not be redeemed upon receipt of a written request for a refund. You may request a refund from Data Prime in writing if:
- 5.5.1 you wish to terminate your Account;
  - 5.5.2 you are informed that the requested Cloud Services will no longer be provided and you do not wish to retain the Prepaid Credits for later use.
- 5.6 All refunds shall be paid:
- 5.6.1 into the bank account from which payment for the Prepaid Credits concerned was received; or
  - 5.6.2 in the case of credit card payments, to the card concerned upon receipt of a scanned copy of your card together with a copy of your identity document.

## 6 Redemption of Prepaid Credits and Purchase of the Cloud Services

- 6.1 Each Cloud Service is made available to you on Request.
- 6.2 Whenever you Request a Cloud Service, Data Prime will first check your Account for sufficient Prepaid Credits to cover the Fee prior to providing you with access to the relevant Cloud Service.

- 6.3 If no or insufficient Prepaid Credits are available, the Request will be declined and you will be required to:
- 6.3.1 purchase additional Prepaid Credits in accordance with **clause 4**; and
  - 6.3.2 once sufficient Prepaid Credits have been issued to you, resubmit your Request.
- 6.4 If sufficient Prepaid Credits are available, the Request will be accepted and your Account will be debited by such number of Prepaid Credits equal to the Fee. Upon redemption of the Prepaid Credits, Data Prime shall as soon as reasonably possible, but no later than 5 (five) Business Days thereafter, provide you with access to the Cloud Service concerned.
- 6.5 If you Request an incorrect Cloud Service or submit incorrect information in a Request, you will not be entitled to a refund if Data Prime has made the Cloud Service Requested available to you.

## 7 Use of the Cloud Services

You undertake to:

- 7.1 only use the Cloud Services for the purposes for which they are intended and for no other use;
- 7.2 not use the Cloud Services to prepare, approve, disseminate or publish any annual financial statements which fail in a material way to comply with the requirements of any applicable laws or are materially false or misleading;
- 7.3 not require or cause Data Prime, on your behalf, to alter any annual financial statements compiled using the Cloud Services in such a manner that, following such alteration, those statements fail in a material way to comply with the requirements of any applicable laws or are materially false or misleading;
- 7.4 not attempt to gain unauthorised access to the Cloud Services or related systems or networks;
- 7.5 not copy the Cloud Services or any part, function or feature thereof;
- 7.6 not circumvent, remove, alter, deactivate, degrade or thwart any of the protections in respect of the Cloud Services or your Account; and
- 7.7 not use any code, software or device to interfere or attempt to manipulate the Cloud Services or any part, function or feature thereof and/or interfere with its proper working.

## 8 XBRL

- 8.1 The Cloud Services permit and facilitate the electronic submission of annual financial statements to the relevant regulatory authorities, including the Companies and Intellectual Property Commission, online using XBRL.
- 8.2 Without derogating from the generality of the provisions of **clause 7**, you undertake not to use the Cloud Services relating to XBRL in any manner than could damage, disable, overburden or impair such Cloud Services, interfere with any third party's use and enjoyment thereof or violate any third party's terms of service.
- 8.3 **You acknowledge and agree that:**

- 8.3.1 **your use of the Cloud Services relating to XBRL is at your own risk;**
- 8.3.2 **Data Prime is not responsible for nor warrants that the information transmitted via the Cloud Services relating to XBRL is accurate and lawful; and**
- 8.3.3 **Data Prime accepts no responsibility or liability for any inaccurate, unlawful or erroneous information being transmitted via the Cloud Services relating to XBRL and you hereby indemnify Data Prime in respect of your use of the Cloud Services relating to XBRL in accordance with clause 17.**

## **9 Availability of the Cloud Services and Support Services / Training**

- 9.1 Data Prime will use its reasonable commercial endeavours to ensure that the Cloud Services are available 24 hours a day, 7 days a week, save for planned downtime (of which you will be given advance notice) and downtime caused by circumstances beyond Data Prime's control, including but not limited to failures or delays caused by third parties such as your internet service provider, failures or incompatibility of your hardware, software conflicts, malware or viruses.
- 9.2 Data Prime may, in its sole and absolute discretion, on request by you from time to time, provide you with training services, support services and/or maintenance services in relation to your use of the Cloud Services for an additional fee based on Data Prime's applicable hourly rates.

## **10 Intellectual Property Rights**

- 10.1 The Website and the Cloud Services are proprietary to Data Prime. Except as provided for in these Terms and Conditions, no licence or any other right is granted to you in respect of the Website and the Cloud Services and you will not, and will not permit any third party to, archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, create derivative works from the Website and the Cloud Services without Data Prime's prior written consent.
- 10.2 You acknowledge and agree, as between you and Data Prime:
  - 10.2.1 All intellectual property rights in and to the Website and the Cloud Services, including all source information, data and code, vest in Data Prime.
  - 10.2.2 You will not, and shall not permit or assist any third party, to infringe Data Prime's rights in and to the Website and the Cloud Services.
  - 10.2.3 You will not challenge, question or dispute Data Prime's right, title and interest to any of its intellectual property rights in and to the Website and the Cloud Services, nor the ownership thereof or assist any other person or entity to do so.

## **11 Privacy and Data Collection**

Data Prime receives, processes and secures your Data in accordance with its Privacy Policy. You hereby confirm that, as the party providing Data, you agree to the terms of Data Prime's Privacy Policy and undertake to be bound by the provisions thereof.

## **12 Cookies**

Data Prime might store certain information on your computer when you view or access the Website in the form of a Cookie or similar file. You have the option of setting your browser to reject Cookies. However, doing this will hinder performance and negatively impact your experience on the Website.

### 13 Suspension

- 13.1 Without derogating from Data Prime's right to terminate this Agreement, Data Prime will be entitled, with or without notice, to suspend your Account for any reason and for such period as Data Prime in its sole discretion determines to be appropriate, if you engage in any activities which, in Data Prime's sole discretion, would constitute a breach of these Terms and Conditions, contravention of any law and/or a violation and/or infringement of any rights of a third party.
- 13.2 In the event that your Account has been suspended, you shall have the right to make representations to Data Prime requesting reasons for such suspension and also to provide evidence that you have not committed a breach of these Terms and Conditions or remedied any such breach, contravention of any law and/or a violation and/or infringement of any rights of a third party.
- 13.3 Data Prime will only lift the suspension on your Account once, in its sole discretion, it is satisfied you have not committed a breach of these Terms and Conditions or remedied any such breach, contravention of any law and/or a violation and/or infringement of any rights of a third party, as the case may be.

### 14 Breach

- 14.1 Should you breach any provision of these Terms and Conditions and fail to remedy such breach within 5 (five) Business Days from the date of written notice from Data Prime calling upon you to do so, Data Prime shall have the right:
- 14.1.1 to delete your Account and cancel these Terms and Conditions; or
- 14.1.2 to take whatever action may be necessary to enforce its rights under these Terms and Conditions,
- and in either event to claim such damages as it may have suffered as a result of such breach together with all legal costs on the attorney and own client scale.
- 14.2 In the event that your Account is deleted in terms of **clause 14.1.1**, all valid Prepaid Credits shall be deemed to have been redeemed and you shall not be entitled to a refund in terms of **clause 15.1.3**.

### 15 Deletion of Your Account

- 15.1 You shall be entitled to delete your Account at any time upon written notice to Data Prime and upon the deletion of your Account:
- 15.1.1 Save as contemplated in **clause 15.3**, these Terms and Conditions shall terminate;
- 15.1.2 your Personal Information will be deleted by Data Prime save to the extent that Data Prime is required or permitted to retain such information in accordance with any applicable laws;
- 15.1.3 Data Prime shall refund all of your Prepaid Credits then in issue in accordance with **clause 5.5**.

15.2 The deletion of your Account and termination of these Terms and Conditions, for whatever reason, shall not affect the rights of Data Prime which accrued before, or specifically or by their nature survive, such deletion and termination.

15.3 **Clauses 10, 8, 16 and 17** of these Terms and Conditions will survive the deletion of your Account and the termination of these Terms and Conditions for any reason whatsoever.

## 16 Disclaimer

16.1 **The Website and Cloud Services and their content are provided "as is" without any warranties, including but not limited to express or implied warranties of merchantability, fitness for a particular purpose, compatibility of the Website or Cloud Services with your software or devices, title and non-infringement or about the suitability, reliability or accuracy of the Website and Cloud Services and their content.**

16.2 **Whilst Data Prime uses all reasonable commercial endeavours to ensure that the content of the Website and the Cloud Services is accurate and lawful, such content may contain inaccuracies or errors or be unlawful. Data Prime accepts no responsibility or liability for any inaccurate, unlawful or erroneous content on the Website or the Cloud Services.**

## 17 Exclusion of Liability and Indemnity

**You absolve Data Prime and its employees, officers, directors, contractors and agents ("the Indemnified Parties") from all liability and indemnify them from any claim by any person for damages or loss of whatever nature (including but not limited to consequential damages or special damages) arising directly or indirectly from your use of the Cloud Services whatever the cause/causes are (including any negligent or grossly negligent act or omission by any of the Indemnified Parties), save only for the exclusion of intentional action on the part of the Indemnified Parties.**

## 18 General

18.1 **Marketing:** You hereby consent to Data Prime using your information to contact you about promotions and services. You are entitled, at any stage, to opt out of these communications by clicking on the "Unsubscribe" option on the communication.

18.2 **Applicable Law and Jurisdiction:** These Terms and Conditions shall be governed by and interpreted in accordance with South African law. You agree that any dispute arising out of these Terms and Conditions or the interpretation thereof, both while in force and after its termination, or any claim for payment howsoever arising shall be submitted to and determined by a court of law in the Republic of South Africa having jurisdiction.

18.3 **Whole Agreement:** These Terms and Conditions and all Requests constitute the whole agreement between Data Prime and you with respect to your Account and the Cloud Services. No agreement, representations or warranties, other than those set out in these documents will binding on the parties.

18.4 **Changes:** Data Prime may, from time to time, and in its sole discretion, amend these Terms and Conditions. Such changes will be effected by way of publication thereof on the Website, and you waive any right you may have to receive specific notice of such changes or modifications.

- 18.5 **Assignment:** These Terms and Conditions are personal to you and shall not be assigned (whether voluntarily or involuntarily) or otherwise transferred in whole or in part by you without the prior written consent of Data Prime. Notwithstanding the foregoing, Data Prime will be entitled to assign these Terms and Conditions to a third party without notice to you.
- 18.6 **Waiver:** No latitude, extension of time or other indulgence which may be given or allowed by Data Prime to you in respect of the performance of any obligation or enforcement of any right arising from these Terms and Conditions and no single or partial exercise of any right by Data Prime shall under any circumstances be construed to be an implied consent by Data Prime or operate as a waiver or a novation of, or otherwise affect any of Data Prime's rights in terms of or arising from these Terms and Conditions or estop Data Prime from enforcing, at any time and without notice, strict and punctual compliance with each and every provision of these Terms and Conditions.
- 18.7 **Notices:** You choose the physical address and e-mail address submitted to Data Prime in connection with your Account, as may be updated from time to time, as your *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered for the purposes of these Terms and Conditions.

All notices, legal processes and other communications must be delivered to Data Prime for the purposes of these Terms and Conditions by hand or e-mail to the following address:

Data Prime Solutions Proprietary Limited  
Stoneridge Office Park  
8 Greenstone Boulevard  
Modderfontein  
Gauteng  
South Africa

**E-mail:** [info@dataprime.co.za](mailto:info@dataprime.co.za)

Any notice to a party delivered by hand to a responsible person during ordinary business hours at its chosen physical address or transmitted during ordinary office hours by email to its chosen e-mail address, unless the contrary is proved, shall be deemed to have been received on the day of delivery or transmission as the case may be.