

## **NOMIA USER TERMS AND CONDITIONS**

The following terms and conditions (the Terms) govern each users (you(r)) access to and/or use of Nomia Africa (Pty) Limiteds (we, us, our, Nomia) online document management and creation platform: Nomia (Nomia App) and all content, services and products made available on and/or through the website (app.nomiadocs.com / www.nomiadocs.com).

### **1 ACCEPTANCE OF TERMS**

1.1 The Nomia App is offered and provided subject to your acceptance of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, the Nomia Privacy Policy) and procedures that may be published from time to time on the Nomia website and which shall be incorporated herein by reference. By accessing, registering for and/or using the Nomia App in any manner or form you agree to these Terms. If you do not agree to these Terms you must immediately refrain from and/or cease using the Nomia App.

### **2 CHANGES**

2.1 We may amend these Terms and/or our other operating rules, policies and/or procedures from time to time in our sole and absolute discretion. We will notify you of any changes to these Terms by posting the updated Terms on our website. Any changes to our operating rules, policies and/or procedures shall be incorporated herein by reference.

2.2 It is your responsibility to review these Terms frequently and to remain informed of any changes thereto.

### **3 LICENSE TO USE THE NOMIA APP**

#### **3.1 Ownership and Rights to Access and/or Use the Nomia App**

3.1.1 Subject to your strict compliance with these Terms, we grant to you a limited, personal, nonexclusive, nontransferable, revocable right to use and/or access the Nomia App. Neither these Terms nor your access to and/or use of the Nomia App shall in any way be deemed to transfer to you and/or any third-party any rights, title and/or interest in any intellectual property rights related to the Nomia App and all relevant intellectual property shall remain our sole and exclusive property.

#### **3.2 Reservation of rights**

3.2.1 The Nomia App is protected by applicable intellectual property laws, including copyright law. Subject to the limited rights expressly granted hereunder, our and/or our thirdparty providers, licensors and suppliers reserve all rights, title and interest in and to the Nomia App including without limitation, all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

#### **3.3 Availability of content**

3.3.1 We do not guarantee that any content will be made available on the Nomia App. We reserve the right to, but do not have any obligation to, (i) remove, edit and/or modify any content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims and/or allegations from third parties and/or authorities relating to such content and/or if we are concerned that you may have violated these Terms), and/or (ii) remove or block any content from the Nomia App.

## **4 SCOPE OF USE**

#### **4.1 Use of the Nomia App and Availability**

4.1.1 We retain the right, in our sole and absolute discretion, to deny access to and/or use of the Nomia App to anyone at any time and for any reason. While we will use reasonable efforts to keep the Nomia App accessible, the same may be unavailable from time to time. You understand and agree that there may be interruptions to the Nomia App and/or your use of / access to the same due to circumstances both within our control (e.g. routine maintenance) and outside of our control. You are solely responsible for ensuring that your access to and/or use of the Nomia App is in compliance with all laws, rules and regulations applicable to you.

#### **4.2 Restrictions**

4.2.1 Except as expressly specified in these Terms, you shall not (i) modify, and/or make derivative works of, disassemble, reverse compile and/or reverse engineer any part of the No-

nomia App (ii) copy, reproduce, distribute, republish, download, distribute, disclose, encumber, timeshare, license, sell, distribute, display, post and/or transmit any part of the Nomia App in any form and/or by any means use or permit the use of, reproduce or otherwise duplicate, disclose, distribute, modify, encumber, timeshare, license, sublicense, sell, distribute, assign, rent, lease, or transfer the Nomia App, any portion thereof and/or otherwise commercially exploit Nomia App in whole or in part (iii) frame and/or utilise framing techniques to enclose any trademark, logo and/or other portion of the Nomia App (including images, text, page layout and/or form) (iv) use any metatags and/or other hidden text using Nomias name and/or trademarks (v) use any manual and/or automated software, devices and/or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to scrape and/or download data from any pages contained in the Nomia App (vi) use and/or access the Nomia App in order to build a similar and/or competitive website, application and/or service (vii) copy, reproduce, distribute, republish, download, display, post and/or transmit any part of the Nomia App in any form and/or by any means (viii) remove and/or destroy any copyright notices and/or other proprietary markings contained on and/or in the Nomia App (ix) intentionally hold Nomia and/or its employees and/or directors up to public scorn, ridicule and/or defamation (x) promote and/or provide information about illegal activities and/or physical harm and/or injury to any group, individual, institution and/or property (xi) take any action that imposes or may impose (as determined by us in our sole and absolute discretion) an unreasonable and/or disproportionately large load on our (and/or our third party providers) infrastructure (xii) run any form of autoresponder and/or spam on the Nomia App or use the Nomia App to conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorised advertising, promotional materials or unsolicited email or multi-level marketing campaigns (xiii) use the No-

nomia App for any unlawful purpose and/or to violate any provincial, national and/or international law, code of conduct and/or other guidelines which may be applicable (xiv) access, store, distribute or transmit any viruses, malware or other harmful material during the course of your use of the Nomia App (xv) make the functionality of the Nomia App available to unauthorised users and/or (xvi) circumvent or disable any security or technological features or measures of the Nomia App. You will comply with any technical restrictions on the Nomia App that limit you using the same in certain ways. Any unauthorised use of the Nomia App shall automatically terminate the rights granted by Nomia to you pursuant to these Terms.

## 5 PAYMENT AND SUBSCRIPTION TERMS

5.1 You can purchase a monthly or annual subscription plan to make use of the Nomia App. All fees due and payable by you to Nomia under these Terms must be paid in full prior to the commencement of your monthly or annual subscription plan and without any deduction, setoff, counterclaim or withholding of any kind unless required by law.

### 5.1 Monthly subscription

5.1.1 Nomias monthly subscription plan provides you with monthtomonth access to the Nomia App, with monthly charges being payable on or before the first day of each calendar month. Monthly subscription plans shall automatically renew every month and be terminable by at any time prior to the end of any relevant calendar month. If you cancel your subscription before the end of a particular month you will continue to have access to the Nomia App through to the end of the thencurrent month.

### 5.2 Annual subscription

5.2.1 Nomias annual subscription plans provide yeartoyear access to the Nomia App and a substantial savings over the monthtomonth subscription plan. Your initial annual subscription charge will be payable on or before the first date of your use of the Nomia App and on each subsequent annual renewal date (i.e.

the same date of the year that you originally signed up for your annual subscription plan). Annual plans shall automatically renew every 12 months unless you provide us with at least a calendar months written notice prior to your annual renewal date indicating that you wish to cancel your Nomia App subscription at the end of the current 12month period. If you cancel your subscription before an upcoming annual renewal date you will continue to have access to the Nomia App through to the end of the thencurrent 12month period.

### 5.3 Unpaid Charges and Account Suspension

5.3.1 In the event that you fail to make timeous payment of any relevant monthly or annual Nomia App subscription amount(s), for any reason whatsoever, Nomia reserves the right to, without any liability to you, disable your access to all or part of the Nomia App and to only reactivate the same once all due charges have been paid in full.

### 5.4 Annual Increases

5.4.1 All Nomia App subscription plans (i.e. both monthly and/or annual plans) are subject to annual increases, to be determined in Nomias sole discretion, which will take effect on each anniversary of your initial subscription date.

### 5.5 User Content retention post cancellation

5.5.1 In the event that you cancel your Nomia App subscription in accordance with these Terms we shall store all the User Content (as defined in para 6.2 below) created by you *via* the Nomia App for a maximum of 30 (thirty) days post cancellation of your relevant subscription and give you downloadaccess only to the Nomia App throughout such 30day period in order to allow you to download and/or store all your User Content on third party locations of your choice. Following the aforesaid 30day User Content retention period, we reserve the sole right to, without any liability whatsoever, delete and/or destroy all your User Content and indefinitely suspend your access to the Nomia App.

## 6 USER CONTENT

### 6.1 Warranties

6.1.1 You represent and warrant that: (i) you will respect the intellectual property, other information and all our rights as well as others using the Nomia App and (ii) any information and/or User Content you provide in connection with your access to and/or use of the Nomia App shall not infringe on any proprietary right of any party including patent, trademark, trade secret, copyright, right of publicity and/or other rights.

### 6.2 User Content

6.2.1 All content you or your users upload, create, submit, distribute, post and/or store as part of the Nomia App including, but not limited to, document layouts, source code, pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, email and other communications, files, texts, personalisation settings and other information and/or content (collectively **User Content**), is the sole responsibility of the person who originated such User Content. Nomia has no responsibility and/or liability for the deletion and/or accuracy of any User Content, the failure to store, transmit and/or receive transmission of User Content and/or the security, privacy, storage and/or transmission of other communications originating with and/or involving use of the Nomia App. You alone are responsible for User Content and once published it cannot always be withdrawn. You represent that you own and/or have the necessary permissions to use and authorise use of User Content as described in these Terms.

## 7 PROHIBITED USER CONTENT

- (1) You agree that you will not, under any circumstances, transmit any User Content (including software, text, images, or other information) that:
- (i) is unlawful and/or promotes unlawful activities
  - (ii) defames, harasses, abuses, threatens, or incites violence towards any individual or group

- (iii) is pornographic, discriminatory and/or otherwise victimises and/or intimidates an individual and/or group on the basis of religion, gender, sexual orientation, race, ethnicity, age and/or disability
- (iv) is spam, is machine or randomly generated, constitutes unauthorised or unsolicited advertising, chain letters, any other form of unauthorised solicitation and/or any form of lottery and/or gambling
- (v) contains and/or installs any viruses, worms, malware, Trojan horses and/or other content that is designed or intended to disrupt, damage and/or limit the functioning of any software, hardware, and/or telecommunications equipment and/or to damage and/or obtain unauthorised access to any data and/or other information of any third party
- (vi) infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity and/or other rights
- (vii) impersonates any person or entity, including any of our employees or representatives
- (viii) contains payment card data, including credit or debit card data and/or
- (ix) violates the privacy of any third party or Nomia employee and/or representative.

## 8 REVIEW OF USER CONTENT

### 8.1 Enforcement

8.1.1 Nomia does not undertake to screen, review, edit, censor and/or otherwise filter and/or control User Content and/or the behavior of users of User Content and/or the Nomia App. Nomia may, but shall not be obliged to, review, either by manual and/or automated means, all User Content which is and/or may be uploaded on the Nomia App and monitor and/or review any areas of the Nomia App where users transmit and/or post communications or communicate with each other or us (as applicable).

We reserve the right (but have no obligation) to review any User Content and to investigate and/or take appropriate action against you in our sole discretion if you violate these Terms and/or otherwise create liability for us or any other person. Such action may include, without limitation, removing and/or modifying your User Content, terminating your access to the Nomia App and/or reporting you to law relevant enforcement authorities.

### 8.2 User Content Liability

8.2.1 Nomia shall not be liable for any loss, deletion, removal and/or failure of delivery to the intended recipient of any User Content whether caused by computer virus, unauthorised access and/or otherwise. You remain personally responsible for maintaining adequate backup copies of all User Content and we accept no liability for the loss, deletion, removal or destruction of the same for any reason whatsoever.

### 8.3 Third party hosting

8.3.1 You acknowledge that Nomia utilises third-party service providers to host and provide the Nomia App and store User Content and the protection of such User Content will be in accordance with that third party's safeguards for the protection of the security, confidentiality and integrity of User Content. You are responsible for properly configuring and using the Nomia App and taking appropriate steps to maintain security, protection and backup of any User Content. Nomia is not responsible for any unauthorised access to, alteration of and/or the deletion, destruction, damage, loss and/or failure to store any of User Content and/or other information that you submit and/or use in connection with the Nomia App (including without limitation as a result of your errors, acts or omissions).

## 9 TERMS

9.1 These Terms will remain in full force and effect for as long as you access and/or use the Nomia App. We may terminate your access to and/or use of all or any part of the Nomia App at any time, with or without notice, effective immediately and without liability, should you or any of your users at any time violate any of these Terms.

## 10 DISCLAIMER OF LIABILITY

10.1 . Nomia is under no obligation to become involved in any dispute that you have with other users and/or in any incident that you are party to with other users or that are affected by and/or otherwise related to the Nomia App.

10.2 Nomia disclaims all liability relating to any User Content including any error, virus, defamation, li-

bel, obscenity or inaccuracy contained in any User Content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited User Content and/or any other User Content. You are solely responsible for any damage resulting from the use and/or submission of any User Content and/or the Nomia App (including without limitation disputes and incidents described in the preceding sections) and related transactions or occurrences. Nomia shall have no responsibility for unauthorised access to your Nomia App account.

## **11 NO LIABILITY FOR LOST DATA / USER CONTENT**

11.1 Where we provide document storage facilities via the Nomia App we reserve the right to impose and vary limits and/or restrictions (temporary or otherwise) on the use of the Nomia App including, without limitation, limits on the storage provided by reference to storage space, time/age of files, number and/or size of files, amount of data downloaded and/or uploaded and/or any other criteria that Nomia may specify. Any content and/or materials which exceed any such limits may be deleted and/or not accepted for storage without liability to Nomia.

## **12 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

12.1 . DISCLAIMER OF WARRANTIES. THE NOMIA APP IS PROVIDED BY NOMIA TO YOU ON AN AS IS, AS AVAILABLE BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THE TERMS. NOMIA DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, ALL OF WHICH NOMIA EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, NOMIA AND/OR ITS LICENSORS, PARTNERS AND CONTENT PROVIDERS MAKE NO WARRANTY THAT (I) THE NOMIA APP WILL MEET YOUR REQUIREMENTS AND/OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERRORFREE (II) THE RESULTS

THAT MAY BE OBTAINED FROM THE USE OF THE NOMIA APP WILL BE EFFECTIVE, ACCURATE AND/OR RELIABLE AND/OR (III) ANY CONTENT AND/OR SOFTWARE AVAILABLE AT AND/OR THROUGH THE NOMIA APP IS FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. NO ADVICE AND/OR INFORMATION, WHETHER ORAL AND/OR WRITTEN, OBTAINED BY YOU FROM NOMIA AND/OR THROUGH YOUR ACCESS TO AND/OR USE OF THE NOMIA APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE NOMIA APP, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF FIRST USE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NOMIA AND/OR ITS AUTHORISED REPRESENTATIVES WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12.2 LIMITATION OF LIABILITY. IN NO EVENT WILL NOMIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, AND/OR SUPPLIERS BE LIABLE TO YOU AND/OR ANYONE ELSE FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA AND/OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF NOMIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND/OR (II) ANY BUGS, VIRUSES, TROJAN HORSES AND/OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN). THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY NOMIA ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL

AND/OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, NOMIAS LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOMIAS MAXIMUM AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE NOMIA APP IS LIMITED TO THE AMOUNT PAID BY YOU TO NOMIA IN CONNECTION WITH THE NOMIA APP IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN NOMIA AND YOU.

### 13 THIRD PARTY LINKS

13.1 The Nomia App may integrate with and/or provide links to various other independent thirdparty products and/or services (**Linked Sites**) that may be of interest to you and are for your convenience only. Nomia does not control and/or endorse such Linked Sites and is neither responsible for their content nor responsible for the accuracy and/or reliability of any information, data, opinions, advice and/or statements contained within such Linked Sites. You will need to make your own independent judgment regarding your interaction with Linked Sites at your own risk. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Linked Site that you visit. Nomia reserves the right to terminate any link and/or linking program at any time in our sole and absolute discretion. We disclaim all warranties, express and implied, as to the accuracy, validity, legality and/or otherwise of any materials and/or information contained on such Linked Sites.

### 14 MISCELLANEOUS

#### 14.1 Entire Agreement and Conflict

14.1.1 Unless otherwise agreed to by Nomia and you in writing, these Terms (including, without limitation, the terms and conditions set forth herein and Nomias operating rules, policies and/or procedures as described above) constitute the entire agreement between Nomia and you concerning the subject matter hereof.

#### 14.2 Governing Law

14.2.1 This Agreement and any access to and/or use of the Nomia App will exclusively be governed by the laws of the Republic of SouthAfrica.

#### 14.3 Reference and Advertising

14.3.1 You agree that we may reference you as our customer on our website and/or marketing material and that we may reasonably use, on a royaltyfree basis, your trademark and/or logo for such purpose.

#### 14.4 Severability

14.5 If any part of these Terms is held invalid or unenforceable that part will be construed to reflect the parties original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms and/or any breach thereof, in any one instance, will not waive such term and/or condition or any subsequent breach thereof.

#### 14.6 Assignment

14.6.1 You may not assign your rights under these Terms to any other party without Nomias express prior written consent. Nomia may assign its rights under these Terms to any thirds party without condition.

#### 14.7 Force Majeure

14.7.1 Except for payment obligations, neither Nomia nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denialofservice attacks, a failure by a thirdparty hosting provider or utility provider, shortages, riots, pandemics, fires, acts of God, war, strikes, terrorism and/or governmental action or sanction.

#### 14.8 Survival

14.8.1 All provisions of these Terms which by their nature should survive termination shall survive termination including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity provisions and limitations of liability.

**14.9 No Waiver**

14.9.1 No waiver by Nomia of any breach and/or default and/or failure to exercise any right allowed under these Terms is a waiver of any

preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under these Terms.