WEBSITE TERMS OF USE

(v11-03-2024)

IMPORTANT LEGAL NOTICE, PLEASE READ CAREFULLY:

THESE WEBSITE TERMS OF USE GOVERN YOUR ACCESS TO THIS WEBSITE. BY CONTINUING TO ACCESS THIS WEBSITE, YOU ARE CONFIRMING THAT :

1. *YOU HAVE READ THE TERMS AND CONDITIONS THAT APPEAR HEREIN;*

2. *YOU UNDERSTAND THE RIGHTS AND OBLIGATIONS SET OUT HEREIN;*

3. *YOU ARE DULY AUTHORISED TO ACT ON BEHALF OF THE LEGAL ENTITY YOU REPRESENT;*

4. ***YOU, AND THE LEGAL ENTITY YOU REPRESENT, AGREE TO BE CONTRACTUALLY BOUND TO THE TERMS AND CONDITIONS THAT APPEAR IN THE LATEST VERSION OF THIS DOCUMENT, AS PUBLISHED ON THIS WEBSITE AT THE TIME OF EACH ACCESS BY YOU; AND***

5. *YOU GRANT TO MPVR THE RIGHTS SET FORTH IN THIS DOCUMENT.*

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS THAT APPEAR IN THIS DOCUMENT, YOUR ONLY RIGHT OR REMEDY IS TO DISCONTINUE ACCESSING THE WEBSITE.

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1. DEFINITIONS

"**authorisations**" means all licenses, permits, or approvals of whatsoever nature required by you in terms of any regulatory provision to enable you to exercise your rights and fulfill your obligations under these Terms of Use.

"**MPVR**", "**our**", "**us**", or "**we**" means:

Domain	Company	Company Number
www.mpvr.co.uk	*MPVR CLOUD ACCOUNTANTS LIMITED*	15481952 (United Kingdom)
www.mpvr.co.za	*MPVR CLOUD ACCOUNTANTS PROPRIETARY LIMITED*	2014/132066/07 (South Africa)

"**MPVR staff**" means any of MPVR's directors, employees, agents, contractors and/or consultants, as the case may be.

"**material**" means the content, trademarks, copyrights, data, and other material, including but not limited to, information, files, folders, text, documents, graphics, logos, icons, hyperlinks and designs on our website.

"**regulatory provision**" means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of any competent authority, which in any way affect or apply to you, your access to the website.

"**Terms of Use**" means the contract between you and MPVR, as recorded by the terms and conditions set out in this document.

"**website**" means MPVR's website listed above, as well as any other web pages under the control of MPVR (and which may be linked by hyperlink to the home page or each other).

"**You**" and/or "**your**" means you, the person (natural and/or legal) accessing our website.

2. OTHER TERMS THAT MAY TAKE THE PLACE OF THESE TERMS OF USE

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Should any of the terms of these Terms of Use conflict with any of the terms contained in any other written agreement you may have concluded, by means of handwritten signatures, then those terms, to the extent where there is a conflict, contained in the signed agreement shall prevail.

NO TERMS (AND CONDITIONS) CONTAINED ON YOUR PURCHASE ORDER, ORDER ACCEPTANCE FORMS AND/OR INVOICES SHALL APPLY TO, SUPPLEMENT OR SUPERSEDE ANY TERMS OF THESE TERMS OF USE.

3. YOUR MATERIAL ON OUR WEBSITE

In making use of the website, you may, from time to time, copy, upload, download, or share any material that belongs to you. You retain full ownership of this material, and we don't claim any ownership to it. You do however give us permission to do those things we deem necessary to be able to provide access to the website, which includes the choices we make to technically administer the website (e.g. backing up and storing data). This permission also extends to our third party service providers we work with to facilitate access to the website.

While accessing the website, you are, and at all times remain, solely responsible for:

(a) your conduct;

(b) the content of your material;

(c) maintaining and backing up your material;

(d) loss or corruption of any of your material;

(e) your electronic communications;

(f) what you copy, share, upload, download or otherwise use/share with others;

and you agree to indemnify, defend and hold us harmless against all legal costs, charges, loss or damage which we may sustain as a result of any of the aforesaid for which you are responsible whilst accessing our website.

4. ACCEPTABLE USE OF THIS WEBSITE

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You acknowledge and agree not to misuse our website. **In this regard you <u>may not</u>, without limitation:**

(a) infringe the intellectual property rights, including copyright, of others;

(b) copy, upload, download, or share any material unless you have the lawful right to do so;

(c) probe, scan, or test the vulnerability of the website, including any of our other systems and/or networks;

(d) breach or otherwise circumvent any security or authentication measures;

(e) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of website;

(f) plant malware, spyware or otherwise use the website to distribute malware or spyware;

(g) access or search the website by any means other than our publicly supported interfaces (for example, “scraping”);

(h) send unsolicited communications, promotions or advertisements, or spam;

(i) send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;

(j) publish anything that is fraudulent, misleading, or infringes another's rights;

(k) promote or advertise products or services other than your own without appropriate authorisation;

(l) impersonate or misrepresent your affiliation with any person or entity;

(m) publish or share materials that is pornographic, obscene or indecent, or that advocate bigotry, religious, racial or ethnic hatred;

(n) violate any applicable regulatory provision in any way, or to violate the privacy of others, or to defame others.

5. <u>PERSONAL INFORMATION</u>

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Please note that personal information is covered under the privacy policy on our website.

6. LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on our website are provided solely as a convenience to you. If you use these, links, you will leave our website and/or our secure environment. We have not reviewed any or all of these third party websites and do not control and are not responsible for any of these websites or their content. Thus, we do not endorse nor make any representations about them, or any information, software or other services or materials found there, nor any results that may be obtained from using them. If you decide to access any of the third party websites, you do so entirely at your own risk. Unless you have received our prior written permission, you shall not establish a hyperlink, frame, metatag, or similar reference, electronically or otherwise, to our website.

7. INTELLECTUAL PROPERTY RIGHTS

At all times, all right, title and interest in and to our materials remains vested in us (i.e. belong to us) and/or our licensors and/or suppliers, as the case may be, and are copyrighted and protected by regulatory provisions. These materials may not be copied, reproduced, modified, published, uploaded, posted to other websites or otherwise distributed in any way, without our prior written permission. Save as expressly provided for herein, we and/or our licensors and/or our suppliers do not grant any right to you to use or reproduce the materials. All our rights in this regard are and remain reserved.

8. ELECTRONIC COMMUNICATIONS

When you make use of any of the website and/or send e-mails to us, you consent to receiving communications, including invoices, from us electronically, and agree that all agreements, notices disclosures, invoices and other communications sent to you by us satisfy any legal requirements including, but not limited to, a requirement that such communications should be “in writing”.

9. SOFTWARE

Any software that may be made available on or through our website to you is governed by license terms that establish a binding contract with a licensor. **YOU AGREE TO INDEMNIFY US AGAINST ANY BREACH OF THESE LICENSE TERMS. We give no warranty and make no representation, be it express or**

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implied, as to the quality or fitness for purpose of the use of such software, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

10. COMPLIANCE WITH LEGISLATION

You shall at your own risk and expense procure all authorisations that you may require to access the website and/or make use of the content provided on the website. We do not make any representations, nor do we give any warranties or guarantees of any nature whatsoever in relation to any authorisations, including the granting thereof and whether required by us or any other third party.

You agree to comply at all times with all authorisations and regulatory provisions, as well as the terms, standards and requirements prescribed by any regulatory provision or any competent authority which may be applicable from time to time in respect of the website. You agree to indemnify us against any breach of the aforesaid authorisations and regulatory provisions by you.

11. DISCLAIMER AND RISK

THE USE OF THIS WEBSITE AND THE CONTENT CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. WE DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO YOUR USE OF OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. WE FURTHER DO NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE AND ERROR-FREE NOR DO WE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT YOUR USE OF OUR WEBSITE AND THE CONTENT CONTAINED THEREIN REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT WE, OUR LICENSORS, OUR SUPPLIERS AND THE MPVR STAFF WILL HAVE NO LIABILITY IN

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CONNECTION WITH OR ARISING FROM YOUR USE OF OUR WEBSITE AS SET FORTH BELOW.

UNDER NO CIRCUMSTANCES ARE WE, OUR LICENSORS, OUR SUPPLIERS AND THE MPVR STAFF LIABLE, WHETHER IN CONTRACT, WARRANTY, DELICT, TORT, VICARIOUS LIABILITY OR ANY OTHER FORM OF LIABILITY WHATSOEVER, FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE OUR WEBSITE EVEN IF WE, OUR LICENSORS, OUR SUPPLIERS, AND THE MPVR STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS, DISSATISFACTION OR OTHER GRIEVANCE WITH OUR WEBSITE IS TO DISCONTINUE YOUR USE THEREOF.

13. CHOICE OF LAW

These Terms of Use are governed by and construed in accordance with the laws of England and Wales.

14. INVALID, VOID AND UNENFORCEABLE TERMS

Should any term herein be deemed invalid, void or unenforceable either in its entirety or in a particular application, such shall be severable, whilst the remainder of these Terms of Use shall nonetheless remain in full force and effect.

15. NO WAIVER OF RIGHTS

Any failure or delay by us at any time to require performance of any of the terms hereof shall in no manner or time be construed as a waiver by us of our rights, nor shall such affect our rights at a later time to enforce the same.

16. NO VARIATION

No alteration, variation, or consensual cancellation of these Terms of Use, including this clause 16, shall be of any force or effect, unless it is recorded in writing and signed by both you and MPVR.

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17. QUERIES

Any queries regarding these Terms of Use may be directed to us using the contact details on the website.

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