



## General Terms and Conditions for Hosted & Service Agreements

### 1. Definitions

- 1.1 "Acceptance Date" means the date on which you accepted the Agreement, be that in writing or by way of electronic medium, for example by clicking "I agree" on a web page or via your mobile phone, or telephonic acceptance;
- 1.2 "Activation Date" means the date on which CRM TECHNOLOGIES will give you access to and/or enable you to use a product or service;
- 1.3 "Agreement" means the agreement concluded between you and CRM TECHNOLOGIES in respect of the product or service contemplated in the Application Form which agreement will be exclusively governed by these general terms and conditions and the product specific terms and conditions applicable to the relevant product or service ("Product Terms") read together with the Application Form;
- 1.4 "Application Form" means the document (including any electronic document) on which (inter alia) you selected your service or product of choice;
- 1.5 "Initial period" means the first 12 months following your activation date.
- 1.6 "Business Day" means Monday to Friday, but excludes Saturdays and a day which is an official public holiday in the Republic of South Africa;
- 1.7 "Business Hours" means the hours between 08h00 and 17h00 on a Business Day;
- 1.8 "CPA" means the Consumer Protection Act, 2008;
- 1.9 "ECT Act" means the Electronic Communications and Transactions Act, 2002;
- 1.10 "CRM TECHNOLOGIES", "we", "us" and "our" means Master IT Consultants t/a CRM TECHNOLOGIES or IT TECHNOLOGIES, Registration Number 2006/144533/23, its affiliates and subsidiaries;
- 1.11 "Network Operator" means a company that owns an electronic communications network, and which makes such network and the electronic communications services conveyed over such network available to other industry players for commercial purposes (e.g. Vodacom, MTN and Telkom);
- 1.12 "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;
- 1.13 "Website" means [www.crmtechnologies.co.za](http://www.crmtechnologies.co.za);
- 1.14 "Subscriber", "you" or "Customer" means a user of any of our products or services;
- 1.15 "HMC Environment" means the Hosted Messaging and Collaboration environment, which is the environment within which multiple servers forming part of the CRM TECHNOLOGIES'S exchange environment, including the CRM Application, are hosted;
- 1.16 "Call Centre" means the CRM TECHNOLOGIES call centre available at 0861 44 44 88;
- 1.17 "Hosted CRM Space" means the SQL database space allocated to Customer by CRM TECHNOLOGIES for the hosting of the Customer CRM Application and maintained by CRM TECHNOLOGIES within the HMC Environment;
- 1.18 "User" means Customer's employees, contractors, agents and/or customers authorized by Customer to access and use Hosted CRM.
- 1.19 "Blackberry Device" means the mobile handset supplied to Customer by the service provider.
- 1.20 "Customer Devices" means any equipment and/or hardware used by Customer to access the Hosted Exchange Services which includes without limitation desktop, laptop or mobile devices.
- 1.21 "Exchange Environment" means the environment within which multiple mail servers forming part of the CRM TECHNOLOGIES's exchange environment are hosted;
- 1.22 "Hosted BES" means the Hosted Blackberry Enterprise Server Services which shall enable Customer to synchronize his/her/its Hosted Exchange via the Blackberry Device;

### 2. Commencement, Duration, Termination and Cooling-off

- 2.1 The Agreement will commence on the Acceptance Date and endure indefinitely until it is cancelled as provided for in this clause 2, or otherwise provided in this Agreement. In the event that the product or service you have applied for is not activated within 30 (thirty) days of the Acceptance Date (or such extended period as CRM TECHNOLOGIES may advise) due to an Uncontrollable Event, the Agreement will automatically terminate and no party shall have any liability to the other as a result of such termination.
  - 2.1.1 The agreement may be cancelled with one (1) full calendar months' notice effective the 1<sup>st</sup> day of the month. The cancellation must be presented in writing to the email address [accounts@crmtechnologies.co.za](mailto:accounts@crmtechnologies.co.za) by no later than end of business on the 1<sup>st</sup> of the month for termination effective the last day of that month.
  - 2.1.2 At the expiry of the initial period, the Agreement will automatically renew and will continue on a month to month basis on the revised terms including revised pricing if applicable, which CRM TECHNOLOGIES will notify you of prior to the expiry of the initial period.
  - 2.1.3 CRM TECHNOLOGIES may cancel the Agreement –
    - 2.1.3.1 Should the monthly fee not be received within 7 days of the due date.
    - 2.1.3.2 Services may be suspended within 48 hours should the monthly fee not being received by the due date.

- 2.1.3.3 With three (3) calendar months' notice should the Service no longer be available for what so ever reason.
- 2.2 If the Agreement results from any direct approach to you by CRM TECHNOLOGIES or is an electronic transaction as contemplated in the ECT Act, you will be entitled to cancel the Agreement on written notice to CRM TECHNOLOGIES without reason or penalty within 5 (five) Business Days of the Activation date.
- 3. Conditions of access**
- 3.1 CRM TECHNOLOGIES will, unless it declines to activate the service as contemplated in clause 2.1, make the service available to you on the Activation Date.
- 3.2 You agree that:
- 3.2.1 You will use your user name, password for your own personal use only;
- 3.2.2 You will not disclose your user name, password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;
- 3.2.3 In the event that your password are compromised, you will immediately notify CRM TECHNOLOGIES and change your password;
- 3.2.4 You, as the holder of the user name, password, acknowledge you are solely responsible for all payments in respect of a service charged to your CRM TECHNOLOGIES account, irrespective of whether the service has been utilized by you or not.
- 3.2.5 You agree to cause all persons who use any products or services under your account or with your authorization to comply with the Agreement. All acts or omissions of all persons who use services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- 3.2.6 Unless such right is specifically and expressly provided to you in terms of any applicable Product Terms you will not, at any time, permit and/or initiate a simultaneous network log-in.
- 3.2.7 You will not attempt to circumvent CRM TECHNOLOGIES's user authentication processes or engage in attempts to access CRM TECHNOLOGIES's network where not expressly authorised to do so
- 4. Service Delivery, Service Availability**
- 4.1 CRM TECHNOLOGIES will use reasonable endeavours to make its services available to its Subscribers, and to maintain the availability thereof for use by its subscribers. However, we provide the services "as is" and "as available" and do not warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.
- 4.2 The service is hosted in a High Security Data centre with the expected up time of 99.999%, however CRM Technologies does not guarantee this figure due to conditions and circumstances beyond our control.
- 4.3 The Servers are Hosted in a Secure access controlled Data Centre with 24 hour security, CCTV and Netbotz video cameras. Access to the cabinet is only by authorized members. Redundant power is offered through Diesel Generators, UPS and Back-up Battery solutions. The Data Centre is protected by PyroShield fire suppression equipment and is based on a raised floor with fluid detection sensors.
- 4.4 CRM TECHNOLOGIES maintains a helpdesk from Monday to Friday, 8am to 5pm, excluding public holidays. The telephone number is 0861 44 44 88 or email [support@crmtechnologies.co.za](mailto:support@crmtechnologies.co.za) Response times to technical queries are within 1 hour. Logged cases not resolved internally within 48 hours are escalated to Microsoft Technical Services International Call Centre for resolution.
- 4.5 Software related Bugs and Fixes related to the programming of the Microsoft software remains the responsibility of Microsoft as the Developer of the software and is not warranted by CRM TECHNOLOGIES. CRM TECHNOLOGIES commits to apply and maintain all stable updates and fixes that are applicable to the Hosted environment.
- 4.6 CRM TECHNOLOGIES will use its best endeavours to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot always guarantee this.
- 4.7 The following is required in order to access and use the Hosted Services:
- 4.7.1 Internet connectivity;
- 4.7.2 Internet Explorer 8 or higher;
- 4.7.3 a domain.
- 4.8 Customer is responsible for ensuring the uptime of his/her/its Internet connectivity in the event that such Internet connectivity is not provided by CRM TECHNOLOGIES, and to address all down time including without limitation the unavailability of Internet connectivity with his/her/its Internet services provider.
- 4.9 Hosted Services were designed and is recommended to work on Internet Explorer 8 or higher, Customers may therefore not be able to utilize Hosted Services to its full potential on other web browsers.
- 4.10 The customer is responsible for the associated applications installed on his/her own desktop. It is the customers own responsibility to maintain and update Internet Explorer, Microsoft Office and any other applications that may be used to interface with the Hosted application.
- 4.11 It is recommended that Customer's domain be hosted with CRM TECHNOLOGIES to ensure efficient support

## 5. Data Retention

The Customer is responsible for all activities occurring under Customer's User accounts and shall ensure that his/her/its Users shall always abide by all applicable laws and regulation relating to the access and/or use of the Hosted Services.

- 5.1 We will use reasonable endeavours to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time, such as (without being limited to) photographs, websites, videos, data and e-mail messages (hereinafter collectively referred to as "your data"). However, it is your obligation to keep copies and back-ups of your data, as:
  - 5.1.1 we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever; and
  - 5.1.2 we will, unless otherwise required by law, delete all your data from our servers upon termination of the Agreement and any other agreement between us.
- 5.1.3 **An optional Granular Back-up Facility is available on request.**

## 6. Communication, Complaints Handling and Dispute Resolution

- 6.1 You agree that CRM TECHNOLOGIES may from time to time send you communications regarding (without being limited to) special offers or discounts which CRM TECHNOLOGIES may negotiate for and offer to its Subscribers and/or new services or products launched. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications and if you are a consumer as contemplated in the CPA, to pre-emptively block the receipt of such communications.
- 6.2 Without prejudice to your rights in law, you are required, to first approach CRM TECHNOLOGIES with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach any relevant authority, court or other dispute resolution body or refer the matter to Arbitration.
- 6.3 Please direct all complaints to [accounts@crmtechnologies.co.za](mailto:accounts@crmtechnologies.co.za) . Your complaint should include your name and surname; your account number; the date on which the complaint arose; and a brief description of what gave rise to the complaint.
  - 6.3.1 In the event of a billing complaint you should also include the following: a copy of the bill concerned or the particulars thereof, e.g account number; the reason for the dispute; the amount in dispute; and supporting information or documentation, if any.
- 6.4 CRM TECHNOLOGIES will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.
- 6.5 CRM TECHNOLOGIES will formally respond with a view to proposing a resolution of your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we reasonably require under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.
- 6.6 You may approach any relevant authority, court or dispute resolution body or refer the matter to Arbitration for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by CRM TECHNOLOGIES.
- 6.7 Any dispute between the parties may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Johannesburg, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
- 6.8 The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 6.9 The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.

## 7. Payment

- 7.1 Billing will commence on the Activation Date.
- 7.2 You agree to pay all amounts due under this Agreement in consideration for a service or product in accordance with the Application Form under which that service is rendered or that product is offered.
- 7.3 The monthly fees are affected by the Rand and Dollar exchange rate and as such, CRM TECHNOLOGIES will be entitled to adjust the service fees at any time should there be a change in the Rand and Dollar exchange with 30 days' notice.
- 7.4 To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favour of CRM TECHNOLOGIES (drawn against a current banking account nominated by you). You agree that:
  - 7.4.1 CRM TECHNOLOGIES will be entitled and authorized to draw all amounts payable in terms of the Agreement from the account specified by you (or any other bank or branch to which it may be transferred);
  - 7.4.2 the debit order will commence on the Activation Date and will continue and not be revoked until termination of this Agreement or until all amounts due and owing to CRM TECHNOLOGIES have been fully and finally discharged;



- 7.5 Your first bill may be for part of a month and you will be charged for the number of days left in the month in which you signed up or switched over, plus the subscription for the next month.
- 7.6 Should you fail to pay any amount on the due date for payment then CRM TECHNOLOGIES may, without prejudice to any of its other rights and remedies:
  - 7.6.1 take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms;
  - 7.6.2 suspend your access to the service or the use of any product without notice to you until such time as the outstanding amount has been paid in full; or
- 7.7 In the event of CRM TECHNOLOGIES suspending your access to the service, you will still be liable for the full months subscription fee's despite not having access to the facility due to non-payment suspension.
- 7.8 To the extent that CRM TECHNOLOGIES incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for your account to the extent permitted by law

## 8. Security and Privacy

- 8.1 CRM TECHNOLOGIES will be entitled to take whatever action CRM TECHNOLOGIES may deem necessary and reasonable to preserve the security and reliability of its network.
- 8.2 You may not utilize any service in any manner which may compromise the security of CRM TECHNOLOGIES's network, or any other network connected to CRM TECHNOLOGIES's network, or tamper with a service or such a network in any manner whatsoever.
- 8.3 CRM TECHNOLOGIES takes reasonable steps to secure your payment information. CRM TECHNOLOGIES uses a payment system that is in CRM TECHNOLOGIES's reasonably opinion, sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.
- 8.4 CRM TECHNOLOGIES will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on [www.crmtechnologies.co.za](http://www.crmtechnologies.co.za) Website and in compliance with all relevant laws

## 9. Acceptable Use Policy

You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard you will be expected to have read and familiarized yourself with our Acceptable Use Policy attached hereto. **RICA and Interception of Communications**

- 9.1 CRM TECHNOLOGIES and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in RICA, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via CRM TECHNOLOGIES's or the Network Operator's network. CRM TECHNOLOGIES and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of CRM TECHNOLOGIES and/or a third party Network Operator performing any activity referred to in this clause where CRM TECHNOLOGIES is obliged by operation of law to perform such acts.
- 9.2 A copy of RICA is available at <http://www.info.gov.za/acts/2002/a70-02>.

## 10. Limitation of liability

- 10.1 CRM TECHNOLOGIES does not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.
- 10.2 CRM TECHNOLOGIES shall not be liable for and you will have no claim of whatsoever nature against CRM TECHNOLOGIES as a result of -
  - 10.2.1 the loss of or access to any usernames, or passwords which you are required to safeguard and not allow unauthorized access on the understanding that we will be entitled to assume that you are the person so using or gaining access to any service or account where your username, or password is used;
  - 10.2.2 any unavailability of, or interruption in the service due to an Uncontrolled Event;
  - 10.2.3 any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the service/s for any reason contemplated in the Agreement.
- 10.3 In addition to and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, CRM TECHNOLOGIES shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that CRM TECHNOLOGIES is liable to you for any damages, CRM TECHNOLOGIES's liability to you for any damages howsoever arising shall be limited to the amounts paid by you under this Agreement in consideration for a service or product during the immediately preceding three (3) month period in respect of the service or product which gave rise to the liability in question.

## 11. Amendment of this agreement

CRM TECHNOLOGIES reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. Notification of any amendment to this agreement will be sent to all active clients with 30 days notice and also will be published on our website. Full details of the change will be indicated on the notification.



## 12. General

- 12.1 The parties acknowledge and agree that this Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on the parties. No changes or cancellation of this Agreement by you, including any changes to the Application Form will be binding on any of the parties unless recorded in writing and signed by both parties, notwithstanding activation of the service.
- 12.2 CRM TECHNOLOGIES is in terms of section 43 of the ECT Act required to make its contact details and certain other information available to its Subscribers who enter into electronic transactions with CRM TECHNOLOGIES. This information is available on our website [www.crmtechnologies.co.za](http://www.crmtechnologies.co.za).
- 12.3 You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail unless otherwise prescribed by law.
- 12.4 No indulgence, leniency or extension of time which CRM TECHNOLOGIES may grant or show to you shall in any way prejudice CRM TECHNOLOGIES or preclude CRM TECHNOLOGIES from exercising any of its rights in the future.
- 12.5 In the event of a discrepancy between these Terms and Conditions and the Product Terms, the Product Terms will take precedence.
- 12.6 You warrant that as at the date of signature of the Application Form, all the details furnished by you to CRM TECHNOLOGIES are true and correct and that you will notify CRM TECHNOLOGIES in the event of any change to such details.
- 12.7 All our terms and conditions can be accessed, stored, and reproduced electronically by you.
- 12.8 The physical address where CRM TECHNOLOGIES will receive legal service of documents is the following:
- 30 Aitken Road  
Eastleigh Ridge  
Edenvale  
1645
- 12.9 In initiating this agreement, you hereby confirm for and on behalf you're your organisation that you are able to afford the specified service fee's as indicated on your application form.
- 12.10 All Hosted services are in a Shared HMC Environment in a High Security Datacentre.

## Terms and Conditions Specific to Hosted CRM

- 1.1 CRM TECHNOLOGIES will with effect from the activation date allocate the Hosted CRM Space in the CRM Server in order to host the Customer CRM Application.
- 1.2 CRM TECHNOLOGIES hereby grants Customer a non-exclusive, non-transferable, worldwide right to access and use Hosted CRM, solely for internal business purposes and subject to the Product Terms set out herein and the Microsoft terms and conditions available at <http://www.microsoft.com/downloads/details.aspx?FamilyId=60C4A6CC-59D7-416E-9F44-0AE8FF249768&displaylang=en> ;
- 1.3 User Licences may be re-assigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changes job status or function and no longer access and/or use Hosted CRM.
- 1.4 Hosted CRM shall not be used to:
- (i) send spam or otherwise duplicative or unsolicited message in violation of applicable laws;
  - (ii) send or store material containing software viruses, worms, Trojan Hoses or any other harmful computer codes, files, scripts, agents or programs;
  - (iii) interfere with or disrupt the integrity or performance of the Hosted CRM or the data contained therein; or attempt to gain unauthorized access to Hosted CRM, HMC Environment including any system or networks forming part of the HMC Environment.
- 1.5 CRM TECHNOLOGIES does not own the data stored in and/or contained in the Customer CRM Application which Customer stores in the Customer CRM Application in the course of using the Hosted CRM (hereinafter referred to as "Customer Data"). Customer shall therefore remain responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, intellectual property ownership or right to use of all Customer Data and CRM TECHNOLOGIES shall not be held responsible or liable either directly or indirectly for any deletion, correction, destruction, damage loss or failure to store or back-up any Customer Data. Customer may not post, transmit, or share anything on Hosted CRM that Customer did not create or that Customer does not have permission to post.
- 1.6 CRM TECHNOLOGIES may, but are not obligated to, review Hosted CRM and may delete or remove (without notice) contents that, in CRM TECHNOLOGIES's sole discretion, violates the Use Policies and the Product Terms set out herein and might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others.



- 1.7 **The Customer is solely responsible at his/her/its sole cost and expense for creating backup copies and replacing any content posted or stored on Hosted CRM. An optional Granular Back-up Facility is available on request.**
- 1.8 In the event that this Agreement is terminated by either Party, CRM TECHNOLOGIES shall make available a file of the Customer Data to Customer within 30 (thirty) days from date of termination, if requested by Customer at the time of termination. CRM TECHNOLOGIES reserves the right to withhold any Customer Data without notice for any breach including without limitation, Customer's non-payment. Upon termination for any cause, Customer's right to access or use Customer Data shall immediately cease and CRM TECHNOLOGIES shall have no obligation to maintain and/or forward Customer Data to Customer.
- 1.9 CRM TECHNOLOGIES shall allocate 50GB of Hosted CRM Space to the Customer.
- 1.10 Should Customer and/or any User reach the allocated Hosted CRM Space, CRM TECHNOLOGIES shall allocate additional Hosted CRM Space at an additional cost to Customer;.
- 1.11 Customer is allowed to upgrade to another Hosted CRM option at anytime via CRM TECHNOLOGIES's customer services department.
- 1.12 Customer shall only be allowed to reduce the number of Users to a minimum of 5 Users via CRM TECHNOLOGIES'S customer services department.
- 1.13 It is the Customers responsibility to notify CRM TECHNOLOGIES in writing with one (1) calendar months' notice should any of its Users leave failing which Customer shall remain liable for any costs chargeable by CRM TECHNOLOGIES for such User.
- 1.14 CRM TECHNOLOGIES undertakes to use reasonable endeavours to ensure that Hosted CRM Space is secure to prevent unauthorized access.
- 1.15 CRM TECHNOLOGIES will be entitled, but without having any obligation to do so: (i) in its own discretion determine which software, applications and/or components may be loaded by Customer on the Customer CRM Application; and (ii) have the right to: (a) disallow the installation of any software, application and/or component required by Customer; (b) suspend the Customer CRM Application and/or access to Hosted CRM without notice to Customer should Customer install any software, application and/or component which may affect the: (a) security, operation of CRM TECHNOLOGIES's server, HMC Environment, CRM Server and network infrastructure; and/or (b) use and/or access to Hosted CRM by CRM TECHNOLOGIES's other customer's. Customer shall indemnify CRM TECHNOLOGIES from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on its website.
- 1.16 The licensing of all installed software, application and/or component contemplated in clause 1.16 above shall be the sole responsibility of Customer. Failure to license such software and/or applications correctly may result in the termination and/or suspension of the Agreement and/or any services including Hosted CRM and Customer furthermore indemnifies CRM TECHNOLOGIES from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's failure to license the software and/or applications correctly and/or at all. CRM TECHNOLOGIES retains the right to carry out routine checks to validate such software license agreements.
- 1.17 Customer will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, installed, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature.
- 1.18 Hosted CRM does not include the development, maintenance or uploading of the Customer CRM Application in any manner whatsoever.
- 1.19 Customer shall when accessing and/or using Hosted CRM: (i) comply with any applicable laws and regulations; and (ii) remain solely responsible for: (a) securing all necessary licenses, consents, and/or permissions for the publication and/or use of the data and/or content or any part thereof, including without limitation all trademarks, logos, names and branding contained therein; (b) ensuring that its use, publication and display of the data and/or content will not infringe any copyright, trademark, patent, trade secret or other proprietary or intellectual property right of any third party or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any third party; (c) the quality and performance of any aspect of Hosted CRM, data and/or content thereof; (d) ensuring that Customer Data, data and/or content thereof remains current, correct and up-to-date; (e) the modification and/or enhancement to Customer CRM Application, Customer Data and/or content thereof; (f) dealing with Users who access Hosted CRM and/or Customer CRM Application, Customer Data and/or content and shall not refer any complaints or enquiries relating to thereto to CRM TECHNOLOGIES; and/or (g) ensuring that Hosted CRM, data and/or content is and will at all times remain free from computer viruses, worms, Trojan horses and other malicious code.
- 1.20 CRM TECHNOLOGIES shall not be responsible for the Customer CRM Application, Customer Data and/or content displayed, contained and/or published on the Customer CRM Application. Customer furthermore agrees that CRM TECHNOLOGIES has no interest in the contents and/or Customer Data contained in the Customer CRM Application stored in the Customer CRM Application and agrees that nothing that CRM TECHNOLOGIES does in the performance of its obligations in terms of Hosted CRM shall be construed as an assumption of responsibility or liability by CRM TECHNOLOGIES for any content and/or data displayed or published on the Customer CRM Application whether or not CRM TECHNOLOGIES had knowledge of such data and/or content or not. Without limiting the generality of the General Terms and Use Policies, Customer hereby indemnifies CRM TECHNOLOGIES and holds it harmless against any liability and/or any claim of whatever nature made by any person for any loss or

damage suffered or arising directly or indirectly from the display and/or publication of any content and/or data on the Customer CRM Application.

## **2. Customisation of the Customer CRM Application**

- 2.1 Customer may customize the Customer CRM Application, subject to limitations that may be imposed by Microsoft on CRM TECHNOLOGIES from time to time. In the event that Customer requires customization of his/her/its Customer CRM Application, CRM TECHNOLOGIES reserves the right to:
  - 2.1.1 use its own or third party developers to customize the Customer CRM Application for Customer;
  - 2.1.2 in its discretion, determine which customizations may be loaded and/or added by Customer on the Customer CRM Application; and
  - 2.1.3 disallow the installation of any customizations required by Customer which are deemed hazardous to a stable environment;
  - 2.1.4 suspend Customer's Hosted CRM and/or access to the Hosted CRM without notice to Customer should Customer install any customizations which may affect the: (a) security or operation of the CRM Server, Environment and CRM TECHNOLOGIES network infrastructure and (b) use and/or access to Hosted CRM by CRM TECHNOLOGIES'S other customer's.
- 2.2 Subscription to Hosted CRM is required in order to enable the customization of the Customer CRM Application.
- 2.3 CRM TECHNOLOGIES requires a "live" environment for customization purposes and therefore Customer will remain liable for the payment of the Services Fee whilst CRM TECHNOLOGIES is customizing CRM Application for Customer
- 2.4 CRM TECHNOLOGIES shall charge Customer the service fees required for customization purposes in accordance with the project milestones and any delay in the payment of these services fees shall affect the completion and delivery of the customized product.
- 2.5 CRM TECHNOLOGIES and/or its third party developers shall use their reasonable commercial endeavours to meet the project delivery dates.
- 2.6 Any delays to the delivery of the customization of the CRM Application caused by Customer will not impact on and/or be used as a reason to terminate the Hosted CRM and/or Agreement.
- 2.7 Any delays to the customization of the CRM Application shall not be used against CRM TECHNOLOGIES as a breach of the provision of the Hosted CRM Services provided such delays were not cause by CRM TECHNOLOGIES'S gross negligence and/or wilful misconduct.
- 2.8 Termination of the customization project for any reason whatsoever will not terminate the Hosted CRM Services.

## **TERMS AND CONDITIONS SPECIFIC TO HOSTED EXCHANGE STANDARD**

- 1.1 CRM TECHNOLOGIES will with effect from the activation of the Hosted Exchange Services:
- 1.2 provide Customer with the Shared Outlook Space in the Hosted Environment in accordance with Customer's choices as set out in the Application;
  - 1.2.1 host Customer's Mailbox in the Exchange Environment;
  - 1.2.2 provide Customer with the Customer Identifiers in order to enable Customer to provision his/her/its own Mailboxes including the allocation of the Mailbox size via Hosted Exchange Services;
- 1.3 CRM TECHNOLOGIES will for the purposes of providing Hosted Exchange to Customer, only support Outlook 2010 and Outlook 2007 and not any other editions.
- 1.4 Customer is allowed by these Product Terms to:
  - 1.4.1 incorporate all the Hosted Exchange Packages and Mailboxes under one Domain Name; and
  - 1.4.2 have multiple Domain Names for its Organizations which shall be used for Hosted Exchange Services and Mailbox Services.
- 1.5 CRM TECHNOLOGIES undertakes to use its reasonable commercial endeavours to ensure:
  - 1.5.1 availability of the Exchange Environment however, should any of the mail servers in the Exchange Environment be unavailable for any reason whatsoever Customer will not be able to have access to the Hosted Exchange including the Mailbox;
  - 1.5.2 that Exchange Environment remains secure to prevent unauthorised access.
- 1.6 CRM TECHNOLOGIES is not responsible for Customer's network infrastructure including the Internet and Customer Devices used by Customer to access the Hosted Exchange Services.
- 1.7 Customer shall for the duration of the Agreement remain responsible for ensuring that the network infrastructure and the Customer Devices used to access the Hosted Exchange Services are free and/or protected from any immobilizing mechanisms, destructive codes and/or viruses and CRM TECHNOLOGIES shall therefore under no circumstances be held responsible for any loss or damage should Customer's Mailbox including the data contained therein be corrupted, erased and/or lost.



- 1.8 Customer shall be responsible for setting up the Customer Devices used to access and use the Hosted Exchange Services and to ensure that the applications contained in such Customer Devices are: (i) compatible with the Hosted Exchange; and (ii) up-to-date and current.
- 1.9 Customer shall be responsible for the management of its Mailbox within the Exchange Environment.
- 1.10 Customer shall only be allowed to reduce his/her/its total number of Mailboxes to a minimum of 5 Users via CRM TECHNOLOGIES's customer services department.
  - 1.10.1 use Hosted Exchange solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, license, sub-license Hosted Exchange in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, license and/or sub-license Hosted Exchange without CRM TECHNOLOGIES's written approval; and
  - 1.10.2 ensure that its Organizations use the Hosted Exchange solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, license, sub-license Hosted Exchange in whole or in part in any manner whatsoever and/or to allow any third party to access, use, transfer, distribute, re-distribute, copy, transmit, re-transmit, sell, re-sell, lease, rent, lend, license and/or sub-license Hosted Exchange without CRM TECHNOLOGIES's written approval.
  - 1.10.3 Customer shall not:
  - 1.10.4 circumvent any component and/or process of the Hosted Exchange or cause it to be done in any manner whatsoever;
  - 1.10.5 use and/or access Hosted Exchange or cause it to be used and/or accessed in any manner whatsoever by any third party not authorised by CRM TECHNOLOGIES in terms of these Product Terms;
  - 1.10.6 permit any third party to benefit from the use and/or functionality of the Hosted Exchange via timesharing, service bureau or any other arrangement.
  - 1.10.7 CRM TECHNOLOGIES does not warrant that Customer will always have access to the Hosted Exchange Environment either remotely or otherwise, but will use its reasonable endeavours to ensure that the Hosted Exchange Environment is available for access by Customer.

#### **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO HOSTED EXCHANGE PLUS**

- 1.11 The terms and conditions applicable to Hosted Exchange Standard will also be applicable to Hosted Exchange Plus Licenses.
- 1.12 Customer will as part of the Hosted Exchange Services be provided with:
  - 1.13 the hosting of the Domain Name if selected by Customer in the Application Form;
    - 1.13.1 a Mailbox and Shared Space selected by Customer in the Application Form;
    - 1.13.2 the Outlook Software which Customer will install on its Customer Devices;
    - 1.13.3 access the Exchange Environment via Outlook Web Access.
  - 1.14 Customer including any of its users will always be compelled to comply with the Microsoft end user terms and conditions and Use Rules and Security Policies.
  - 1.15 The Outlook Software is never owned by Customer, but licensed on a monthly basis for the duration of the Hosted Exchange Services through an arrangement that Microsoft has with CRM TECHNOLOGIES. Customer furthermore agrees to be bound by the end user terms and conditions related to such Outlook Software.
  - 1.16 CRM TECHNOLOGIES will not be responsible for the Outlook Software including any other software installed in the Customer Devices either by Customer or third party service providers and/or the licensing thereof.
  - 1.17 In addition to any other rights CRM TECHNOLOGIES may have in terms of the Agreement and in law and without limiting such rights, Customer indemnifies CRM TECHNOLOGIES against any charges, damages, losses, expenses and/or claims of whatever nature incurred, levied by or against CRM TECHNOLOGIES, caused by the action or omission of Customer in any manner whatsoever to comply with Outlook Software and/or the terms set out herein.
  - 1.18 Compliance with the Outlook Software license requirement including the end-user terms and conditions and the Hosted Exchange Product Terms is required to: (i) access and/or use Hosted Exchange; and (ii) continue using Hosted Exchange and/or the Outlook Software.
  - 1.19 The Customer will install the Outlook Software in the Customer Devices.
  - 1.20 The installation, access and/or use of the Outlook Software is done entirely at Customer's own discretion and risk and as such, Customer will be fully responsible for any damage to his/her/its network infrastructure, Customer Devices and/or loss of data resulting from the installation, access and/or use of the Outlook Software.
  - 1.21 The downloading and/or installation of the Outlook Software may cause other utilities to be automatically removed or disabled and Customer shall therefore bear all risk of loss, damage and/or expense associated with the removal of such utilities.
  - 1.22 No advice and/or information either written or verbal received by Customer from CRM TECHNOLOGIES, its employees and/or its duly authorized agents regarding the Outlook Software shall constitute any form of warranty and/or guarantee on the part of CRM TECHNOLOGIES in respect of the Outlook Software.
  - 1.23 CRM TECHNOLOGIES shall not be held liable to Customer and/or any third party for any loss, damage or expense suffered by Customer as a result of the installation, access and/or use of the Outlook Software and/or down time or unavailability of Customer's Internet connectivity, including without limitation, any direct, indirect, special, incidental,





consequential or punitive damages, loss of data, loss of potential business or profits whether CRM TECHNOLOGIES expressly advised Customer of the possibility of such loss or damage resulting from the installation, access and/or use of the Outlook Software by Customer and/or down time or unavailability of Customer's Internet connectivity.

1.24 CRM TECHNOLOGIES shall further not be held liable for:

1.24.1 any malfunction or other failure of the Outlook Software for whatever reason;

1.24.2 any loss or damage with regard to the data or other data directly or indirectly caused by computer viruses or destructive code on the Outlook Software or on the CRM TECHNOLOGIES Business' network infrastructure or negligence on our part.

## TERMS AND CONDITIONS SPECIFIC HOSTED BES

- 1.1 Where Customer uses the Blackberry Device to access Hosted Exchange Services, CRM TECHNOLOGIES shall provide Customer with Hosted BES which will: (i) ensure that Customer's Outlook is kept in sync between Hosted Exchange and Customer's Blackberry Device; (ii) ensure that Customer's Outlook including the data contained therein are kept updated in both the Hosted Exchange and the Blackberry Device; (iii) provide Customer with the ability to: (a) access and view Outlook including the data contained therein via the Blackberry Device; (b) create, edit, categorize, sort and search notes on the Blackberry Device, then sync them via the Hosted BES with the Blackberry Device.
- 1.2 CRM TECHNOLOGIES shall provide Hosted BES subject to the Hosted Exchange Product Terms including the rules surrounding the access and use of the Hosted Exchange Services. Customer shall when synchronizing his/her/its Blackberry Device to the Exchange Environment, comply with the provision of the Hosted Exchange Product Terms. Customer agrees to use the Hosted BES in strict compliance with the instructions on the Exchange Environment and the Agreement.
- 1.3 Customer agrees to use the Hosted BES solely for lawful purposes. In this respect Customer shall not, without limitation use Hosted BES in any manner that could damage, disable, overburden, or impair the Exchange Environment, or the network(s) connected to any Exchange Server including the Blackberry server or interfere with any other party's use and enjoyment of the Hosted Exchange Services. Customer shall not attempt to gain unauthorized access to the Hosted Exchange Services, other accounts, computer systems or networks connected to any Hosted Exchange server, through hacking, password mining or any other means.
- 1.4 CRM TECHNOLOGIES does not make any express warranty and/or guarantee: (i) regarding the Hosted BES including the success and/or functionality thereof and disclaims any implied warranty and/or guarantee, including any warranty and/or guarantee of merchantability, satisfactory quality, or fitness for a particular purpose; however CRM TECHNOLOGIES shall endeavor to provide Hosted BES with minimum disruptions.
- 1.5 CRM TECHNOLOGIES does not warrant, represent or guarantee that: (i) the Hosted BES will always function without disruptions, delays, error or other imperfections; (ii) Hosted BES will always be available to Customer; Customer will always be able to access, view and/or make changes onto Outlook and/or any data contained therein via Blackberry Device; (iii) any changes made by Customer to Outlook including any data contained therein will be synced to Hosted Exchange.
- 1.6 CRM TECHNOLOGIES is entitled, without any liability, to refuse, restrict, limit, suspend and/or interfere or interrupt the Hosted BES or any part thereof, without any notice to Customer for the repair, improvement, and/or upgrade of the Hosted BES Services or for any of the reasons whatsoever. CRM TECHNOLOGIES may change the technical features of the Hosted BES in order to keep pace with the latest demands and technological developments, at its own discretion and without any notice to you.
- 1.7 The Hosted BES will be transmitted through public Internet lines, public switched telephony network and wireless networks, CRM TECHNOLOGIES is not responsible for any failure including unavailability of the Hosted BES resulting from power outages, wireless network failures, mobile network failures, telecommunication network failures, local area network failures and/or any failure caused by the Blackberry Device including the application and/or software contained therein.
- 1.8 CRM TECHNOLOGIES is not responsible for the wireless and/or mobile network Customer is using to access Hosted BES and/or to access Hosted Exchange including the security thereof.
- 1.9 CRM TECHNOLOGIES is only responsible to ensure the security of the Exchange Environment and the Hosted Exchange Services and any security required therefore.
- 1.10 Hosted BES may be subject to certain equipment and compatibility limitation including memory, storage, network availability, coverage, accessibility and data conversion limitations.
- 1.11 When outside coverage area, access will be limited to information and applications previously downloaded to or resident on Customer's Blackberry Device. Coverage areas vary between 3G, EDGE and GRPS.
- 1.12 The actual download speeds depend upon Blackberry Device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors.
- 1.13 The performance may be impacted by transmission limitations, terrain, and in-building / in-vehicle use and capacity constraints.
- 1.14 Certain information, software, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. CRM TECHNOLOGIES is not a publisher of third party information, software, applications or other content and is not responsible for any opinions, advice, statements or other information, service or goods provided by third parties including Research In Motion "RIM".



- 1.15 CRM TECHNOLOGIES is not responsible for the: (i) Blackberry Device including the application and/or software contained therein and/or downloaded or uploaded therein by Customer; (ii) the support including the management of any application and/or software contained in and/or downloaded or uploaded by Customer onto the Blackberry Device; (iii) damages to the Blackberry Device which is caused by the downloading and/or uploading of any software and/or application onto the Blackberry Device.
- 1.16 CRM TECHNOLOGIES does manage the "space" on the Blackberry Device and it is therefore Customer's responsibility to ensure that his/her/its Blackberry Device has sufficient space for Hosted BES purposes.
- 1.17 The Blackberry Devices set up by Customer for Hosted BES purposes remains Customer's responsibility and CRM TECHNOLOGIES shall not in any manner whatsoever be held responsible for any damages that Customer may suffer as a result of the theft of the Blackberry Device. He/she/it must ensure that the Blackberry Device used by Customer for Hosted BES purposes is protected and/or secured from third parties and Customer.
- 1.18 CRM TECHNOLOGIES Business does not guarantee that other mobile devices will not be able to: (i) access Customer's Outlook including the data contained therein once synced into the Blackberry Device; and/or (ii) sync Customer's Outlook including the data contained therein to any other Device. Customer is therefore responsible to ensure that its Blackberry Device is protected from third parties access.

#### TERMS AND CONDITIONS SPECIFIC TO SHAREPOINT

- 1.19 CRM TECHNOLOGIES shall provide the Customer with Shared Space (more fully described in the Application Form) on the Sharepoint Server.
- 1.20 CRM TECHNOLOGIES will with effect from the Activation Date create Sharepoint for the Customer on the Sharepoint Server.
- 1.21 Customer acknowledge and agree that the following is required in order to access and use Sharepoint:
  - 1.22 5.3.1 Internet connectivity;
  - 1.23 5.3.2 Internet Explorer 8 or higher;
  - 1.24 5.3.3 a domain.
- 1.25 The Customer is responsible for ensuring the uptime of his/her/its Internet connectivity in the event that such Internet connectivity is not provided by CRM TECHNOLOGIES, and to address all down time including without limitation the unavailability of Internet connectivity with his/her/its Internet services provider.
- 1.26 Sharepoint was designed and is recommended to work on Internet Explorer 8 or higher, Customers may therefore not be able to utilise Sharepoint to its full potential on other web browsers.
- 1.27 Sharepoint is a document suppository application and shall not in any manner whatsoever be used as a file server and/or be deemed to be a file server.
- 1.28 Customer will only be allowed to upload a file with a maximum size of 2GB at any point in time up to the maximum size of the Sharepoint package purchased.
- 1.29 It is recommended that your domain be hosted with CRM TECHNOLOGIES to ensure efficient support.
- 1.30 Sharepoint contains a variety of Templates. Although CRM TECHNOLOGIES uses reasonable care and diligence to ensure that these Templates are accurate, complete, correct, error-free, secure, up-to-date and/or reliable, CRM TECHNOLOGIES does not warrant, represent or in any way guarantee, either expressly or by implication that these Templates are accurate, complete, correct, error-free, secure, up-to-date and/or reliable. CRM TECHNOLOGIES furthermore does not warrant, represent or in any way guarantee, either expressly or by implication its fitness for a particular purpose. Customer therefore agrees that the Templates are rendered "as is" and "as available" and is used at the Customer's own discretion and risk.
- 1.31 Should Customer reach the allocated Sharepoint Space, Customer will not be able to upload any file to his/her/its Sharepoint. Customer is therefore advised to:
  - 1.32 5.11.1 purchase additional space via a sales agent;
  - 1.33 5.11.2 upgrade to another Sharepoint package.
- 1.34 In the event that Customer is able to upload any file after his/her/its allocated Sharepoint Space has been reached, CRM TECHNOLOGIES shall be entitled to charge Customer the additional fee set out in the Application Form for such excess space used.
- 1.35 Customer may customise and/or develop Sharepoint, subject to limitations that may be imposed by CRM TECHNOLOGIES from time to time. CRM TECHNOLOGIES reserves the right to:
  - 1.36 in its own discretion determine which customisations and/or developments may be loaded by Customer on or for Sharepoint;
  - 1.37 disallow the installation of any customisations and/or developments required by Customer;
  - 1.38 suspend Customer's Sharepoint and/or access to the Sharepoint without notice to Customer should Customer install any customisations and/or developments which may affect the: (a) security or operation of CRM TECHNOLOGIES's server and network infrastructure and (b) use and/or access to Sharepoint by CRM TECHNOLOGIES's other customers.



- 1.39 Sharepoint is in a shared environment on the CRM TECHNOLOGIES's HMC Environment.
- 1.40 Sharepoint is intended to be used as a document-loading site. Customer therefore agrees not to use Sharepoint in contravention of any of CRM TECHNOLOGIES's Use Policies.
- 1.41 Customer is solely responsible for all documentation and material, including without limitation, photos, profiles messages, notes, text, information, music, video, advertisements, listings, and other content that Customer posts (which includes uploading, publishing and displaying) or transmits on or through Sharepoint. Customer may not post, transmit or share anything on Sharepoint that Customer did not create or that Customer does not have permission to post.
- 1.42 CRM TECHNOLOGIES may, but are not obligated to, review Sharepoint and may delete or remove (without notice) contents that, in CRM TECHNOLOGIES's sole discretion, violates this terms and might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others.
- 1.43 Customer is solely responsible at his/her/its sole cost and expense for creating backup copies and replacing any content posted or stored on Sharepoint.
- 1.44 CRM TECHNOLOGIES undertakes to use reasonable endeavours to ensure that Sharepoint Space is secure to prevent unauthorized access.
- 1.45 CRM TECHNOLOGIES will in its reasonable discretion, and without being under any obligation to do so, maintain, and/or upgrade the Sharepoint Server, which will include any patches, updates, security updates/patches of whatever nature. Customer herewith authorises CRM TECHNOLOGIES to implement any of the above, as and when it deem fit.
- 1.46 Any software, application and/or component required and loaded by Customer or loaded on behalf of Customer for Sharepoint will be his/her/its own responsibility and is loaded at his/her/its sole risk and responsibility.
- 1.47 Notwithstanding the provisions of clause 3.20 above, Customer acknowledges that CRM TECHNOLOGIES will be entitled, but without having any obligation to do so: (i) in its own discretion determine which software, applications and/or components may be loaded by Customer on or for Sharepoint; and (ii) have the right to: (a) disallow the installation of any software, application and/or component required by Customer; (b) suspend Sharepoint and/or access to the Sharepoint without notice to Customer should Customer install any software, application and/or component which may affect the: (a) security, operation of CRM TECHNOLOGIES's server and network infrastructure; and/or (b) use and/or access to Sharepoint by CRM TECHNOLOGIES's other customers.
- 1.48 The licensing of all installed software, application and/or component contemplated in clauses 3.22 and 3.23 shall be the sole responsibility of Customer. Customer indemnifies CRM TECHNOLOGIES from any losses, damages, costs, claims of whatever nature resulting from Customer's failure to license the software and/or applications correctly and/or at all. CRM TECHNOLOGIES retains the right to carry out routine checks to validate such software license agreements.
- 1.49 Customer will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, installed in terms of clause 4.20, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature.
- 1.50 Sharepoint does not include the development, maintenance or uploading of the Customer's website in any way whatsoever.
- 1.51 Customer shall when accessing and/or using Sharepoint: (i) comply with any applicable laws and regulations; and (ii) remain solely responsible for: (a) securing all necessary licenses, consents, and/or permissions for the publication and/or use of the data and/or content or any part thereof, including without limitation all trademarks, logos, names and branding contained therein; (b) ensuring that its use, publication and display of the data and/or content will not infringe any copyright, trademark, patent, trade secret or other proprietary or intellectual property right of any third party or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any third party; (c) the quality and performance of any aspect of Sharepoint, data and/or content thereof; (d) ensuring that Sharepoint, data and/or content thereof remains current, correct and up-to-date; (e) the modification and/or enhancement to Sharepoint, data and/or content thereof; (f) dealing with persons who access Sharepoint, data and/or content and shall not refer any complaints or enquiries relating to thereto to CRM TECHNOLOGIES; and/or (g) ensuring that Sharepoint, data and/or content is and will at all times remain free from computer viruses, worms, Trojan horses and other malicious code.
- 1.52 CRM TECHNOLOGIES shall not be responsible for Sharepoint, data and/or content displayed, contained and/or published on Sharepoint. Customer furthermore agrees that CRM TECHNOLOGIES has no interest in the contents and/or data hosted in terms of Sharepoint and agrees that nothing that CRM TECHNOLOGIES does in the performance of its obligations in terms of Sharepoint shall be construed as an assumption of responsibility or liability by CRM TECHNOLOGIES for any content and/or data displayed or published on Sharepoint whether or not CRM TECHNOLOGIES had knowledge of such data and/or content or not

### **Terms and Conditions Specific to Hosted Virtual Server**

- 1.1 CRM TECHNOLOGIES will with effect from the activation date allocate the Hosted Virtual Server Space in the CRM Server Farm.
- 1.2 CRM TECHNOLOGIES hereby grants Customer a non-exclusive, non-transferable, worldwide right to access and use the Hosted Virtual Server, solely for internal business purposes and subject to the Product Terms set out by Microsoft.



- 1.3 User Licences may be re-assigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changes job status or function and no longer access and/or use Hosted Virtual Server.
- 1.4 Hosted Virtual Server shall not be used to:
- (iv) send spam or otherwise duplicative or unsolicited message in violation of applicable laws;
  - (v) send or store material containing software viruses, worms, Trojan Hoses or any other harmful computer codes, files, scripts, agents or programs;
  - (vi) interfere with or disrupt the integrity or performance of the Hosted Virtual Server or the data contained therein; or attempt to gain unauthorized access to other Hosted Virtual Servers, in the Server Farm including any system or networks forming part of the Server Farm.
- 1.5 CRM TECHNOLOGIES does not own the data stored in and/or contained in the Customer Virtual Server (hereinafter referred to as "Customer Data"). Customer shall therefore remain responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, intellectual property ownership or right to use of all Customer Data and CRM TECHNOLOGIES shall not be held responsible or liable either directly or indirectly for any deletion, correction, destruction, damage loss or failure to store or back-up any Customer Data. Customer may not post, transmit, or share anything on Hosted Virtual Server that Customer did not create or that Customer does not have permission to post.
- 1.6 CRM TECHNOLOGIES may, but are not obligated to, review Hosted Virtual Server and may delete or remove (without notice) contents that, in CRM TECHNOLOGIES's sole discretion, violates the Use Policies and the Product Terms set out herein and might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others.
- 1.7 **The Customer is solely responsible at his/her/its sole cost and expense for creating backup copies and replacing any content posted or stored on Hosted CRM. An optional Granular Back-up Facility is available on request.**
- 1.8 In the event that this Agreement is terminated by either Party, CRM TECHNOLOGIES shall make available a file of the Customer Data to Customer within 30 (thirty) days from date of termination, if requested by Customer at the time of termination. CRM TECHNOLOGIES reserves the right to withhold any Customer Data without notice for any breach including without limitation, Customer's non-payment. Upon termination for any cause, Customer's right to access or use Customer Data shall immediately cease and CRM TECHNOLOGIES shall have no obligation to maintain and/or forward Customer Data to Customer.
- 1.9 CRM TECHNOLOGIES shall allocate Disk space and Web traffic limit for the Hosted Virtual Server Space to the Customer as indicated in the application form.
- 1.10 Should Customer and/or any User reach the allocated Hosted Virtual Server Space and Web traffic limit, CRM TECHNOLOGIES shall allocate additional Hosted Space and Web traffic at an additional cost to Customer;.
- 1.11 Customer is allowed to upgrade to another Hosted Virtual Server option at anytime via CRM TECHNOLOGIES's customer services department.
- 1.12 Customer shall only be allowed to reduce the number of Users to a minimum of 5 Users via CRM TECHNOLOGIES'S customer services department.
- 1.13 It is the Customers responsibility to notify CRM TECHNOLOGIES in writing with one (1) calendar months' notice should any of its Users leave failing which Customer shall remain liable for any costs chargeable by CRM TECHNOLOGIES for such User.
- 1.14 CRM TECHNOLOGIES undertakes to use reasonable endeavours to ensure that Hosted Virtual Server Space is secure to prevent unauthorized access.
- 1.15 CRM TECHNOLOGIES will be entitled, but without having any obligation to do so: (i) in its own discretion determine which software, applications and/or components may be loaded by Customer on the Hosted Virtual Server; and (ii) have the right to: (a) disallow the installation of any software, application and/or component required by Customer; (b) suspend the Hosted Virtual Server and/or access to Hosted Virtual Server without notice to Customer should Customer install any software, application and/or component which may affect the: (a) security, operation of CRM TECHNOLOGIES's Server Farm, Hosted Virtual Servers and network infrastructure; and/or (b) use and/or access to Hosted Virtual Servers by CRM TECHNOLOGIES's other customer's. Customer shall indemnify CRM TECHNOLOGIES from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on its website.
- 1.16 The licensing of all installed software, application and/or component on the Hosted Virtual Server shall be the sole responsibility of Customer. Failure to license such software and/or applications correctly may result in the termination and/or suspension of the Agreement and/or any services including Hosted CRM and Customer furthermore indemnifies CRM TECHNOLOGIES from any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's failure to license the software and/or applications correctly and/or at all. CRM TECHNOLOGIES retains the right to carry out routine checks to validate such software license agreements.
- 1.17 Customer will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, installed, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature. CRM TECHNOLOGIES offers optional Hosted Virtual Server management Services which may be added to your agreement and indicated on your application form.
- 1.18 Application, Customer Data and/or content thereof; (f) dealing with Users who access Hosted CRM and/or Customer CRM Application, Customer Data and/or content and shall not refer any complaints or enquiries relating to thereto to

CRM TECHNOLOGIES; and/or (g) ensuring that Hosted CRM, data and/or content is and will at all times remain free from computer viruses, worms, Trojan horses and other malicious code.

- 1.19 CRM TECHNOLOGIES shall not be responsible for the Customer Hosted Virtual Server, Customer Data and/or content displayed, contained and/or published on the Customer Hosted Virtual Server. Customer furthermore agrees that CRM TECHNOLOGIES has no interest in the contents and/or Customer Data contained in the Customer Hosted Virtual Server and agrees that nothing that CRM TECHNOLOGIES does in the performance of its obligations in terms of Hosted Virtual Server shall be construed as an assumption of responsibility or liability by CRM TECHNOLOGIES for any content and/or data displayed or published on the Customer CRM Application whether or not CRM TECHNOLOGIES had knowledge of such data and/or content or not. Without limiting the generality of the General Terms and Use Policies, Customer hereby indemnifies CRM TECHNOLOGIES and holds it harmless against any liability and/or any claim of whatever nature made by any person for any loss or damage suffered or arising directly or indirectly from the display and/or publication of any content and/or data on the Customer CRM Application.

### Terms and Conditions Specific to Online Backup Service

- 1.1 CRM TECHNOLOGIES will provide the Customer with an online data backup service comprising of a client program installed on the Customer's computer / server and an online storage platform where the Customer's data is backed up to on a scheduled basis.
- 1.2 CRM TECHNOLOGIES reserves the right, at any time, to modify or discontinue, temporarily or permanently, the Service or parts thereof with or without notice.
- 1.3 The ownership and all rights to the software remain vested in CRM TECHNOLOGIES and LOGMEIN, the customer has the right to use the software provided the customer has paid the required fees.
- 1.4 The Customer agrees to abide by all applicable local, state, national and international laws and regulations and is solely responsible for all acts or omissions that occur. By way of example, and not as a limitation, the Customer agrees not to interfere with or attempt to disrupt the Service or otherwise disrupt or tamper or attempt to de-compile the binary code of the Service.
- 1.5 The Customer hereby warrants to and in favour of CRM TECHNOLOGIES that it –
  - 1.5.1 Will, at all times whilst using the Service, act in the utmost good faith;
  - 1.5.2 Has the necessary legal title, legal capacity and right to utilize the Service; and
  - 1.5.3 Will have no action against CRM TECHNOLOGIES or its shareholders, directors or employees arising either directly or indirectly out of the use of the Service resulting from no fault or negligence of CRM TECHNOLOGIES and, to the extent necessary, the Customer hereby waives and abandons such claims.
- 1.6 CRM TECHNOLOGIES hereby warrants that it will at all times endeavour to act in accordance with best practice and in good faith in terms of the storage and management of their customer's data on their remote backup servers and networks.
- 1.7 **Due to the nature of the service provided, CRM TECHNOLOGIES does not represent or warrant, despite its best efforts, that the Service or the Customer's use thereof will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available are free of viruses or other harmful components.**
- 1.8 **CRM TECHNOLOGIES Accepts NO responsibility for data loss of any kind where the Customer or one of our agents assisting the Customer does NOT select the correct data to back up. The Customer is solely and exclusively responsible for the selection of data to backup and for verifying that the correct data is being backed up on an on-going basis. Any actions of our agents in selecting data will be deemed to have been on instruction from the Customer and in providing assistance to the Customer in setting up a valid back up selection.**
- 1.9 **During the registration process, a password and encryption key will be automatically allocated to the client account by CRM TECHNOLOGIES, alternatively the customer may assign the required password and encryption key. The customer shall keep the password confidential and immediately notify CRM TECHNOLOGIES if any unauthorized third party becomes aware of the password or if the customer becomes aware of any unauthorized use of the password and breach of security.**
- 1.10 **The customer certifies that any person to whom its password and encryption key is disclosed is authorized to act as its agent for the purpose of using the service.**
- 1.11 **The customer is entirely responsible for any loss or damage it may suffer as a result of not maintaining confidentiality of access to its CRM TECHNOLOGIES account.**
- 1.12 **CRM TECHNOLOGIES shall not be responsible for unauthorized access to or alteration of transmissions or data, any material or data sent or received or not sent or received, or any transactions or agreements entered into through the use of the Service.**
- 1.13 **The Customer specifically agrees that CRM TECHNOLOGIES is not responsible for any content or data sent using and/or included in the Service. CRM TECHNOLOGIES shall back up and store the data uploaded to the CRM TECHNOLOGIES storage platform in the condition in which it is uploaded (encrypted and password protected). For the avoidance of doubt – any data which is incomplete, infected with a virus or has any other defect, will be encrypted with all defects, compressed and transmitted to the CRM TECHNOLOGIES platform. In the event that data is required to be restored to the client, the data will be restored in the same condition, i.e. any defective or corrupt data will be restored to the client computer.**



- 1.14 CRM TECHNOLOGIES and/or its suppliers, shareholders, directors and employees make no representations about the suitability, reliability, availability, timeliness, security and accuracy of the Service for any purpose, other than those specified in terms of "The Service" as defined in these Terms and Conditions.
- 1.15 CRM TECHNOLOGIES makes no warranties /representations with regards to the fitness for a particular purpose.
- 1.16 Otherwise than provided for in law, in no event shall CRM TECHNOLOGIES and/or its suppliers, shareholders, directors and employees be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Service, with the delay or inability to use the Service, the provision of or failure to provide the Service, whether based on contract, delict, negligence, strict liability or otherwise, even if CRM TECHNOLOGIES have been advised of the possibility of such damages. The Customer's sole and exclusive remedy is to discontinue using the Service as provided for in clauses above.
- 1.17 The Customer agrees to indemnify and hold CRM TECHNOLOGIES and its shareholders, directors and employees harmless from any claim, demand or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of the Customer's use of the Service.
- 1.18 The Customer acknowledges that the content, including but not limited to text, software, photographs, graphics, manuals or other material contained or made available to the Customer via the Service is protected by copyrights, trademarks, patents or other proprietary rights and laws and the Customer undertakes not to infringe such rights.

