

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE VLEARNING PRODUCT SERVICE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE.

The Vlearning Product Services are offered to you subject to your acceptance, without modification (other than Special Terms which may be agreed by the parties pursuant to these Terms of Service), of all of the terms and conditions contained herein and all other operating rules, policies, the Terms (as defined below) and any future modifications thereof, and procedures that may be published from time to time on the Platform or made available to you on or through the Vlearning Product Services (collectively, the "Terms"). When accepted by you, these Terms form a legally binding contract between you and Supplier (as defined below). If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity.

Supplier may, in its sole discretion, elect to suspend or terminate access to, or use of the Vlearning Product Services to anyone who violates these Terms.

1. Definitions

Activity - any actions of using the product service.

Authorisation - the set of rights and privileges on the platform assigned to a User by an administrator.

Client - a natural or legal person who has accepted these Terms with the Supplier;

Client Data - files, documents of any kind and any other digital data and information, which is subjected to the Vlearning Product Services or otherwise inserted to the System by the Client.

Content - any data and information available through the Vlearning Product Services or contained within the structure of the System, articles, documents, brochures, presentations, pictures, images, audio-visual works, other informational materials and any comments.

Fee - regular payment for using an activated account.

Vlearning Product Services - the Web Site, Services, System, Content, Platform and all content, services and/or products available on or through the Platform.

Products - the goods or services that a Client is offering to persons and Organisations.

Special Terms - any particulars, specifications and conditions by which the parties have agreed to deviate from these Terms.

Supplier - Megaphone Media Trust (Trust no: IT2137/08)

System - the integrated cloud computing solution for providing the Vlearning Product Services, including applications, software, hardware, data bases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith.

User - a natural person granted with the Authorisation to use the Account on behalf of a Client.

2. Authority to Enter into These Terms with Supplier

The use of the Vlearning Product Services is subject to acceptance of these Terms. To accept these Terms for itself or on behalf of a Client, a person must have the legal capacity to do so. In the case of an individual, the individual must be at least 18 years of

age or have valid authorisation from his/her legal representative or custodian. In the case of a legal entity, the entity must be duly incorporated and in good standing.

The Terms are accepted as soon as one of the following occurs first:

- the person has received the confirmation of the creation of an Account and necessary credentials from Supplier in order to log in to his/her/its Account; or
- for those Vlearning Product Services and parts of which is not dependent on creating an Account, upon the moment of gaining access to such services.

You may not, without Supplier's prior written consent, access the Vlearning Product Services (i) for production purposes, (ii) if you are a competitor of Supplier, (iii) to monitor the availability, performance or functionality of the Vlearning Product Services or (iv) for other benchmarking or competitive purposes.

Once accepted, these Terms remain effective until terminated as provided for herein.

3. Modifications to Terms

Supplier reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Platform or the Vlearning Product Services. Please check these Terms periodically for changes. Your continued use of the Vlearning Product Services after such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon your continued use of the Vlearning Product Services. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Supplier will be governed by the Terms in effect at the time such dispute arose.

4. Our Responsibilities

Provision of Vlearning Product Services. Supplier will (a) make the Vlearning Product Services, Content and Client Data available to a Client pursuant to these Terms, (b) provide applicable standard helpdesk support using support@vlearning.co.za for the Vlearning Product Services to Client, and/or upgraded support (for an additional charge, if applicable), (c) use commercially reasonable efforts to make the Vlearning Product Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Supplier shall give advance electronic notice as provided in the Guidelines), and (ii) any unavailability caused by circumstances beyond Supplier's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem, Internet service provider failure or delay, or denial of service attack.

5. Using the Vlearning Product Services

5.1 Establishing an Account. Features, functions, parts or elements of the Vlearning Product Services can be used or accessed only by holders of an Account. The person who wishes to create an Account must accept these Terms.

If Client has designated Users and granted them Authorisation, such Users will be deemed to be authorised to act on behalf of Client when using the Account. Supplier is not responsible for verifying the right of representation or validity of Authorisation of any User. However, Supplier may ask additional information or proof of the person's credentials.

A User may be associated with multiple Clients and Accounts. Deleting a User from one Account will not remove the User from the Platform if he/she is connected to multiple Accounts.

The Client and any User associated with an Account must provide Supplier with true, accurate, current, and complete information about the Client, Users or Account and keep it up to date.

5.2 Logging into an Account. Supplier shall provide Client with a username and password (“Login Credentials”) to be used to log in to its Account. These Login Credentials must not be used by multiple persons. If Client has designated several Users, each User will be provided with separate Login Credentials. Client and each User are responsible for keeping confidential all login credentials associated with an Account. Client must promptly notify Supplier:

- of any disclosure, loss or unauthorised use of any Login Credentials;
- of a User’s departure from the Client’s organisation;
- of a change in a User’s role in the Client’s organisation;
- of any termination of a User’s right for any reason.

5.3 Termination of Account. Client may terminate these Terms at any time by giving 30 day written notice of such termination. Supplier shall permanently disable the Account as soon as reasonably practicable after the effective date of the termination.

5.4 Fees. The use of an Account is subject to a Fee. Fees may include provisioning fees to setup the platform and/or recurring monthly fees. All Fees are non-refundable, i.e. there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, or deactivated the Account or terminated these Terms during an ongoing payment interval.

All Fees are exclusive of all taxes, levies or duties applicable under any applicable law, unless stated otherwise stated herein. Fees are payable in advance.

Client data

6.1 Uploading Client Data to Platform. When the Client Uploads Client Data to the Platform, such Client Data and any processing of such Client Data must be in compliance with these Terms and applicable law. All rights, title and interest in and to the Client Data belong to the Client or third persons (including Users, persons and Organisations) whether posted and/or uploaded by you or made available on or through the Vlearning Product Services by Supplier. By uploading Client Data to the Platform, Client authorises Supplier to process the Client Data the Client is responsible for ensuring that:

- the Client and any of the Users associated with the Account do not create, transmit, display or make otherwise available any Client Data that violates the terms of these Terms, the rights of Supplier, other Clients or Users, persons or Organisations or is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another’s privacy, defamatory, hateful or otherwise unlawful; and
- the Client and all of the Users associated with the Account have the necessary rights to use the Client Data, including to insert it into the Platform and process it by means of the Account.

6.2 No Guarantee of Accuracy. Supplier does not guarantee any accuracy with respect to any information contained in any Client Data. You understand that all information contained in Client Data is the sole responsibility of the person from whom such Client Data originated. This means that Client, and not Supplier, is entirely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through the Vlearning Product Services, as well as for any actions taken by the Suppliers or other Clients or Users as a result of such Client Data.

6.3 Unlawful Client Data. Supplier is not obliged to pre-screen, monitor or filter any Client Data or acts of its processing by the Client in order to discover any unlawful nature therein. However, if such unlawful Client Data or the action of its unlawful processing is discovered or brought to the attention of Supplier or if there is reason to believe that certain Client Data is unlawful, Supplier has the right to:

- notify the Client of such unlawful Client Data;
- deny its publication on the platform or its insertion to the platform;
- demand that the Client bring the unlawful Client Data into compliance with these Terms and applicable law;
- temporarily or permanently remove the unlawful Client Data from the Web Site or Account, restrict access to it or delete it and/or suspend the Client account.

If Supplier is presented convincing evidence that the Client Data is not unlawful, Supplier may, at its sole discretion, restore such Client Data, which was removed from the platform or Account or access to which was restricted.

In addition, in the event Supplier believes in its sole discretion Client Data violates applicable laws, rules or regulations or these Terms, Supplier may (but has no obligation), to remove such Client Data at any time with or without notice.

7. Services

7.1 Use of the Vlearning Product Services. Subject to these Terms, and the payment of the applicable service Fee, Supplier grants Client and its authorised users a non-exclusive, non-transferable, non-sub-licensable license to use the Vlearning Product Services to:

- collect, store and organise Client Data, such as add new Persons and Organisations, add new Users and grant them Authorisations, assign Activities to a particular User;
- modify and delete Client Data;
- receive reasonable help and guidance from Supplier regarding the use of the Vlearning Product Services.

7.2 Technical Support. Supplier shall provide reasonable technical support to Client having accepted these these Terms and its authorised User/s at the reasonable request of the Client. Supplier shall respond to enquiries of support from a Client utilising the contacts set forth below as soon as reasonably possible. The contacts for all enquiries of support are support@vlearning.co.za

7.3 Modifications to Service. Supplier reserves the right to modify the Vlearning Product Services or any part or element thereof from time to time without prior notice, including, without limitation:

- rebranding the Vlearning Product Services at its sole discretion;
- ceasing providing or discontinuing the development of any particular Vlearning Product Service or part or element of the Platform temporarily or permanently;
- taking such action as is necessary to preserve Supplier's rights upon any use of the Vlearning Product Services that may be reasonably interpreted as violation of Supplier's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, Client may be notified of the effective date of such modifications. If the Client does not accept the change, the Client shall notify Supplier before the effective date of the modification, and these Terms will terminate on the effective date of the

modification. The Client's continued use of the Vlearning Product Services, or any part or element thereof, after effective date of modifications shall indicate its consent to the changes. Supplier shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of the Vlearning Product Services, or any part or element thereof.

8. Restrictions

8.1 Prohibited Activities. Client and its authorised Users may use the Vlearning Product Services and any part or element thereof only in the scope, with the means and for purposes as identified in these Terms and applicable law. By way of example, neither the Client nor any User may:

- use the Vlearning Product Services or any part or element thereof to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;
- copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Vlearning Product Services or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that the Supplier is not permitted by that applicable law to exclude or limit the foregoing rights;
- use the Vlearning Product Services or any part or element thereof unless it has agreed to these Terms.

8.2 Certain Uses Require Supplier Consent. The Client or any User may not, without Supplier's prior express written consent sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge, exploit or otherwise grant Access or make the Vlearning Product Services available in whole or in part to any third persons, unless such third person is another authorised User of the same Client.

9. Intellectual Property Rights

9.1 Supplier Intellectual Property Rights in the Vlearning Product Services. The Vlearning Product Services, Supplier trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Supplier and its third party vendors and hosting partners. Vlearning Product Services are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Supplier, its affiliates and licensors retains all right, title and interest in such Vlearning Product Services, Supplier trade names and trademarks, and any parts or elements. Your use of the Vlearning Product Services, and any parts or elements does not grant to you any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Vlearning Materials is strictly prohibited unless you have received the express prior written permission from Supplier or the otherwise applicable rights holder. Supplier reserves all rights to the Vlearning Product Services and Supplier trade names and trademarks not expressly granted in the Terms.

9.2 Content Owned by Supplier. Subject to these Terms and the payment of the applicable service Fee, Supplier grants Client and its authorised users a non-exclusive, non-transferable, non-sub-licensable license solely for your personal, non-commercial use if you retain all copyright and proprietary notices that are contained in such part of the Content. You expressly acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the Platform or the Vlearning Product Services. You shall not copy, distribute or publish any Content or any information obtained or derived therefrom except as permitted on or through the Vlearning Product Services or as otherwise permitted by applicable law.

9.3 Client data.

- Supplier may use Client Data in an aggregated and anonymised format for research, educational and other similar purposes. Supplier may not otherwise use or display Client Data without Client's written consent. Supplier respects your right to exclusive ownership of your Client Data. Unless specifically permitted by you, your use of the Vlearning Product Services does not grant Supplier the license to use, reproduce, adapt, modify, publish or distribute the Client Data created by you or stored in your Account for Supplier's commercial, marketing or any similar purpose. Client expressly grants Supplier the right to use and analyse aggregate system activity data associated with use of the Vlearning Product Services by Client and its Users for the purposes of optimising, improving or enhancing the way the Vlearning Product Services operate, and to create new features and functionality in connection with the Vlearning Product Services in the sole discretion of Supplier.
- Client is solely responsible for its own Client Data and the consequences of posting or publishing them on or through the Vlearning Product Service.

9.4 Feedback. If Client or a User provides Suppliers with any comments, bug reports, feedback, or modifications for the Vlearning Product Services ("Feedback"), Supplier shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Vlearning Product Services. Client or User (as applicable) hereby grants Supplier a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use your Feedback for any purpose.

10. Third-Party Sites, Products and Services

The Vlearning Product Services may include links to other websites or services ("Linked Sites") solely as a convenience to Clients. Supplier does not endorse any such Linked Sites or the information, material, products, or services contained on or accessible through Linked Sites. Furthermore, Supplier makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites.

11. Disclaimers; No Warranty

- The Client acknowledges and agrees that in entering into this terms and conditions agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of Supplier and/or its directors / shareholders / trustees relating to the subject matter of this Agreement.
- Supplier and the Directors / Shareholders / Trustees or any of its employees or representatives or subsidiaries shall have no liability to the Client under this Agreement if it is prevented from performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (involving the workforce of Supplier or any other party), failure of a utility service or transport or telecommunication network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of software or internet website, application or content, fire, flood, storm or default of sub-contractors.

12. Indemnification

- You agree to defend, indemnify and hold harmless Supplier and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Vlearning Product Services, Vlearning Materials, representations made to the Supplier, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Supplier reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Supplier, and you agree to cooperate with such defense of these claims.
- Supplier and its Directors / Shareholders / Trustees total aggregate liability for negligence or breach of statutory duty, in contract, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total amount of the fee in this agreement in the event of a successful claim.

13. Limitation of Liability

13.1 No Liability: Supplier shall not be liable to the Client or User for any consequences resulting from:

- any modifications in these Terms, calculation and rates of Fees, the Vlearning Product Services, Supplier Material, or any part or element thereof (including but not limited to Account), including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Vlearning Product Services or Supplier Material;
- deletion of, corruption of, or failure to store any Client Data;
- use of Client Data by the Client or any of the Users associated with the Account;
- any disclosure, loss or unauthorised use of the login credentials of Client or any authorised User due to Client's failure to keep them confidential;
- the application of any remedies against the Client or authorised Users by the Supplier, for example if the Client or User has committed a crime or conducted a breach of applicable law by using the Vlearning Product Services or any part or element thereof;
- the differences between technologies and platforms used for access, for example if certain features, functions, parts or elements of the Vlearning Product Services are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;
- the Supplier's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, Supplier and its affiliates shall not be liable to the Client for any claim by any User, person, Organisation or third persons against the Client arising out of the Client's failure to:

- provide Supplier with accurate information about the Client, Users or Account;
- notify Supplier of any reasons due to which a User does not have the right to use the Account on behalf of the Client;

- provide any Products which it has agreed to provide to such a person or Organisation (whether such failure arises as a result of Supplier's negligence, breach of these Terms or otherwise);
- ensure the lawfulness of the Client Data;
- obtain the necessary rights to use the Client Data; or
- abide by any of the restrictions described in these Terms.

13.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

14. Termination of These Terms

14.1 For Convenience. These Terms may be terminated for convenience upon written notice to the other party as indicated in the "Notice" Section below:

- by Supplier upon decision to end provision of the Vlearning Product Services and close the Platform; or
- immediately by either party, if proceedings are initiated for the other party's liquidation or insolvency or a negotiated settlement with the other party's creditors is concluded or an assignment is made on behalf of the other party for the benefit of creditors.

14.2 For Default. These Terms may be terminated for default upon written notice to the other party as indicated in the "Notice" Section below by either party in case of breach of these Terms by the other party, if the breach has not been cured within 30 days of receipt of a notice from the non-breaching party; or

14.3 Effect of Termination. Upon termination of these Terms,

- Supplier shall deactivate and permanently disable the Account, as soon as reasonably practicable after the effective date of termination of these Terms. If the Client has specifically requested for an earlier deletion of the Account, Supplier shall fulfil such request within 1 month of its receipt of such request.
- Client must:
 - stop using and prevent the further usage of the Vlearning Product Services, including, without limitation, the Platform;
 - pay any amounts owed to Supplier under these Terms; and
 - discharge any liability incurred by the Client before under these Terms prior to their termination; and
- The following provisions shall survive the termination of these Terms: Sections 1, 8, 9, 11, 12, 13, 15 and 16.

14.4 Remedies.

If Supplier terminates these Terms as a result of an uncured breach by a Client or User, Supplier is entitled to use the same or similar remedies against any other persons who use the Vlearning Product Services in conflict with these Terms. Notwithstanding the

foregoing, Supplier may also apply any other remedies available to it under the applicable law. Upon application of any remedies, the Client or User may lose Access or suffer a loss of certain features, functions, parts or elements of the Vlearning Product Services.

If Supplier has reasonable grounds to believe that the Client's or User's use of the Vlearning Product Services, including the Account may harm any third persons, Supplier has the right to take adequate measures under its control to prevent, stop and eliminate the harm, where possible, in order to protect those third persons.

15 Governing Law and Jurisdiction.

This agreement is the exclusive and complete agreement between the parties and no warranties, guarantees, representations or any other terms and conditions of whatsoever nature not contained herein will be binding to the parties. South African laws are applicable regarding the use. Users consent to the Jurisdiction of the Gauteng High Court, Pretoria and/or the Pretoria Magistrates' Court in the event of any civil dispute.

16. General Provisions

16.1 Relationship of the Parties. The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between the Client and either Supplier, and the Client shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

16.2 Severability. If any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. The validity and enforceability of the remaining terms, conditions or provisions, or portions of them, shall not be affected.

16.3 Assignment. Client may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without Supplier's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, the Client, or its permitted successive assignees or transferees, may assign or transfer these Terms or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control of the Client, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganisation, transfer, sale of assets or product lines, or change of control or ownership of the Client, or its permitted successive assignees or transferees.

16.4 No Waiver. Failure of either Party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

16.5 Notices. Except as otherwise specified in these Terms, all notices related to these Terms will be in writing. Billing-related notices to you will be addressed to the relevant billing contact designated by you. All other notices to you will be addressed to the relevant Services system administrator designated by you.