

connect

TERMS AND CONDITIONS

SEESA Software Solutions (Pty) Ltd

Registration No. 2023/536165/07 | Revision: September 2026

IMPORTANT NOTICE PLEASE READ BEFORE ACCEPTING

These Terms contain provisions dealing with cancellation and a three-month notice period, processing and retention of personal information, service limitations, allocation of risk, limitation of liability and indemnities.

Where the Consumer Protection Act 68 of 2008 (CPA) applies, nothing in these Terms is intended to waive, restrict or exclude any right or remedy that may not lawfully be waived or excluded. Clauses that limit liability, allocate risk, impose an indemnity or record an acknowledgement must be drawn to the Client's attention before acceptance and the Client must be given an adequate opportunity to read and understand them.

1. Introduction and Interpretation

- 1.1** CONNECT: CONNECT is a collection of micro software solutions designed to help businesses manage their operations, employees and related processes. These Terms govern access to and use of CONNECT and any subscribed modules or related services supplied by SEESA Software Solutions (Pty) Ltd ("SEESA Software Solutions", "SEESA", "we", "us" or "our").
- 1.2** Client: "Client" means the person or entity that subscribes to CONNECT, and includes authorised users acting through the Client account where the context permits.
- 1.3** Client Data: "Client Data" means data, records, documents, personal information, employee information, content and other information submitted to, generated through, stored in, or processed by CONNECT on behalf of the Client.
- 1.4** Applicable Law: These Terms are subject to the laws of the Republic of South Africa, including the Protection of Personal Information Act 4 of 2013 ("POPIA"), the Consumer Protection Act 68 of 2008 ("CPA") where applicable, and the Electronic Communications and Transactions Act 25 of 2002 ("ECTA").
- 1.5** Acceptance: By subscribing to CONNECT, signing or accepting a quotation or client information form, clicking an electronic acceptance or tick box, or using CONNECT after these Terms have been made available, the Client agrees to be bound by these Terms, subject always to any non-excludable rights under applicable law.

2. Subscription and Payment

- 2.1** Service Activation: Access to the platform and associated services will be granted to Clients whose required initial subscription amounts have been paid or for whom another written payment arrangement has been approved by SEESA. Service delivery may be withheld until activation requirements are met.

- 2.2** Immediate Subscription and Pro-Rata Billing: Upon confirmation of the subscription, the initial subscription amount may be charged on a pro-rata basis from the activation date to the next scheduled monthly debit date. A once-off administration or activation fee may be charged if disclosed to the Client before subscription. Any non-refundable component applies only to the extent permitted by law and having regard to services already rendered or costs reasonably incurred.
- 2.3** Onboarding Arrangement: An official onboarding arrangement will ordinarily be established and scheduled within seven (7) business days after confirmation of the subscription and receipt of the required initial amounts, subject to the Client providing the information reasonably required for onboarding.
- 2.4** Payment Default: If the Client fails to pay an amount when due, SEESA may, after any notice required by law or these Terms, suspend access to CONNECT until outstanding amounts are paid or an acceptable payment arrangement is concluded. Suspension does not extinguish amounts already due.
- 2.5** Liability for Fees: The Client remains liable for all amounts properly due under the Agreement on the due date, irrespective of whether an invoice is sent to an alternative address at the Client's request.
- 2.6** Payment: The Client must pay amounts shown on a valid quotation, order, subscription schedule or invoice by the stipulated due date, without deduction or set-off except where a deduction, withholding or set-off is required or permitted by applicable law.
- 2.7** Debit Orders: Where the Client authorises payment by debit order, SEESA may collect amounts properly due in terms of the Agreement in accordance with the mandate and applicable payment rules. SEESA currently operates a 14-day payment cycle where applicable.
- 2.8** Fee Increases: SEESA may adjust subscription fees to reflect rising costs, changes in the number of employees or users, additional paid functionality selected by the Client, or other objectively reasonable commercial factors. At least one (1) month's written or electronic notice will be given before a general fee increase takes effect, unless a different period is required by law or agreed in writing.
- 2.9** Taxes and Transaction Record: Applicable taxes, fees and the Client's financial obligations will be reflected in the relevant quotation, order, subscription schedule or invoice. These documents form part of the Agreement and should be retained by the Client as a record of the transaction.

3. CONNECT Time and Payroll Services

- 3.1** CONNECT Time Software: Clients subscribing to CONNECT Time are granted access to cloud-based time, attendance and employee-management functionality for the duration of the paid subscription.
 - 3.1.1** Features: Features may include time and attendance tracking through supported mobile applications, biometric devices or other authorised methods, leave management and employee scheduling. Availability may depend on the Client's subscribed modules, devices and configuration.
- 3.2** Payroll Administration
 - 3.2.1** Setup: CONNECT Support will assist with payroll setup for subscribed payroll services, which may include Bargaining Councils, funds, medical aid arrangements and custom earning/deduction codes linked to appropriate tax codes, based on information supplied by the Client.
 - 3.2.2** Processing: Self-service Clients may process their own payroll through the software. For Managed Payroll Clients, an additional charge may apply as disclosed in the applicable quotation or subscription schedule. Managed Payroll services may include processing salary cycles, generating individual and bulk payslips and producing variance reports.

3.2.3 Reporting: Depending on the subscribed service, Clients may receive payroll variance reports, EMP201 information, UIF submission files and payroll or employee-cost reports.

3.3 Tax and Compliance Support

3.3.1 IRP5 Support: CONNECT Support may assist with payroll reconciliation and preparation or import documentation. The Client remains responsible for the completeness and correctness of source information supplied unless expressly agreed otherwise in writing.

3.3.2 UIF Declarations: CONNECT Support may provide consolidated reports and UIF declaration files. Unless otherwise agreed in writing, the Client remains responsible for the actual submission of UIF declarations and for statutory payments.

3.3.3 Skills Development: Where applicable and separately subscribed, SEESA may assist qualifying Clients with Skills Development Levy and Mandatory Grant processes. Any statutory eligibility, filing or recovery remains subject to applicable legislation, SETA rules and the accuracy and timeliness of information supplied by the Client.

3.4 Client Responsibilities: The Client must provide complete, accurate and timely employee, payroll and operational data, including identification information, remuneration details and working-time information where relevant. The Client must review outputs and promptly report material inaccuracies.

4. UIF and COID Services

4.1 Services Included

Where the Client subscribes to UIF and COID services, SEESA may provide the following services, subject to the selected package and the Client supplying the information and authority required to perform them:

- registration of employees and the employer with the Unemployment Insurance Fund (UIF);
- calculation or assistance with UIF contributions, including arrears where required;
- advice on UIF matters and applicable legislation;
- registration of the employer with the Compensation Fund, RMA or FEMA, where applicable;
- supply or preparation of prescribed documents and forms required by the relevant fund or authority;
- assistance with reporting injuries on duty and occupational diseases;
- administration and follow-up of IOD and occupational disease claims on behalf of the Client;
- assistance with annual Return of Earnings submissions and Letters of Good Standing;
- assistance with employer discrepancies, audits, reclassification applications, revisions of assessments and name changes; and
- general procedural advice, including assistance with COID instalment plans where applicable.

4.2 Responsibilities and Limitations for UIF and COID Services

4.2.1 Service Delivery: Services included in the Client's subscribed UIF and COID package will be delivered without additional service charges unless an additional charge has been disclosed and accepted. SEESA will use reasonable efforts to render requested services within a reasonable period after receiving all required information and authority.

4.2.2 Client Information: The Client must furnish all information and documentation reasonably required to render the agreed services and warrants that information supplied is accurate to the best of its knowledge.

- 4.2.3** Delays Outside SEESA's Control: SEESA is not responsible for delay or failure caused by the Client's failure to provide required information, a public authority's processing time, third-party systems, or events beyond SEESA's reasonable control, provided SEESA has acted with the standard required by applicable law.
- 4.2.4** Statutory Payments and Penalties: The Client remains responsible for statutory payments, accounts, contributions, penalties and interest imposed by the Department of Employment and Labour, the Compensation Fund, UIF, RMA, FEMA or another authority, except to the extent a penalty or loss is caused by SEESA's breach of a legal duty that may not lawfully be excluded.
- 4.2.5** Client-Approved Figures: SEESA is not responsible for incorrect submissions to the extent the figures were calculated, supplied or approved by the Client or its authorised representative and SEESA could not reasonably have identified the error in performing the agreed service.
- 4.2.6** Audit and Revision Documents: The Client remains responsible for timely delivery of audit, revision-of-assessment and supporting documents requested by the relevant authority.
- 4.2.7** Subscription Fee: The monthly CONNECT UIF and COID subscription fee is a service fee payable to SEESA and is not available to settle Department of Employment and Labour accounts, Compensation Fund invoices, UIF contributions or other statutory amounts due by the Client.

5. Access, Authorised Use and Account Security

- 5.1** Access Rights: For the duration of a paid subscription, the Client receives access only to those CONNECT modules, products and related services included in the Client's subscribed package or otherwise expressly agreed in writing. The availability of functionality within the broader CONNECT ecosystem does not, by itself, mean that such functionality forms part of the Client's subscription.
 - 5.1.1** New Modules and Additional Services: SEESA may from time to time develop, introduce or make available new modules, products, features or services forming part of, or capable of integration with, the CONNECT ecosystem. Unless expressly stated otherwise in writing, any such new module, product, feature or service does not automatically form part of the Client's existing subscription, package or agreed subscription fee.

Access to a new module, product, feature or service may be offered subject to an additional subscription fee, once-off charge or other pricing arrangement as communicated to the Client. Where the Client elects to subscribe to or activate such additional functionality, the applicable charges will be added to the Client's existing fees in accordance with the quotation, subscription schedule, electronic acceptance or other agreed pricing arrangement.

The introduction of a new module, product, feature or service does not constitute an increase to the price of the Client's existing subscribed services merely because it forms part of or integrates with the CONNECT ecosystem. The Client will only become liable for additional charges relating to such functionality once the Client has selected, subscribed to or otherwise accepted the applicable additional service and its pricing.
- 5.2** Authorised Users: Access is limited to the Client and its authorised employees, representatives or users. The Client is responsible for managing user permissions and promptly disabling access when a user is no longer authorised.
- 5.3** Credentials and Security: The Client must keep usernames, passwords, devices, access tokens and other credentials secure, use reasonable security controls, and promptly notify SEESA of suspected unauthorised access. The Client is responsible for activities performed through its account to the extent caused by the Client or its authorised users, subject to applicable law.

- 5.4** Prohibited Activities: The Client and its users may not use CONNECT unlawfully; attempt to bypass security or access controls; introduce malicious code; interfere with the service; use the service to infringe third-party rights; access another customer's data without authority; or use CONNECT in a manner that materially impairs the service for others.
- 5.5** Client Compliance: The Client is responsible for ensuring that its use of CONNECT for employee management, monitoring, biometric clocking, disciplinary, payroll, health and safety, or other employment-related processes complies with labour, privacy and other applicable laws.

6. Data Protection, Privacy and POPIA

- 6.1** Compliance with POPIA: Each party must comply with POPIA and other applicable data-protection laws in relation to personal information processed under the Agreement. Nothing in these Terms authorises processing that would otherwise be unlawful.
- 6.2** Roles of the Parties: For Client Data processed by SEESA solely to provide CONNECT on the Client's instructions, the Client will ordinarily be the "responsible party" and SEESA will ordinarily act as an "operator" as those terms are used in POPIA. Where SEESA determines the purpose and means of processing information for its own legitimate business functions - for example account administration, billing, security, fraud prevention, service management or legal compliance - SEESA may act as a responsible party for that processing.
- 6.3** Client Lawful Basis and Notices: The Client warrants that it is authorised to provide personal information submitted to CONNECT and that it has a lawful basis for the processing. The Client is responsible for giving data subjects any notices required by law and obtaining consent where consent is the appropriate legal basis or is otherwise required.
- 6.4** Special Personal Information, Biometrics and Children: The Client must not submit or instruct SEESA to process special personal information, biometric information or personal information of children unless the processing is lawful under POPIA and any other applicable law. Where biometric functionality is used, the Client remains responsible for ensuring that collection and use of biometric information is legally authorised and appropriately communicated to affected employees or other data subjects.
- 6.5** Processing Instructions: When acting as an operator, SEESA will process Client personal information only with the knowledge or authorisation of the Client and for purposes necessary to provide, secure, support, maintain or lawfully administer the subscribed services, unless processing is otherwise required by law.
- 6.6** Operator Security Obligations: To the extent SEESA acts as an operator, this clause forms part of the written operator arrangement contemplated by section 21 of POPIA. SEESA will establish and maintain appropriate, reasonable technical and organisational safeguards designed to protect the integrity and confidentiality of personal information against loss, damage, unauthorised destruction, unlawful access or unlawful processing.
- 6.7** Sub-operators and Third-Party Providers: CONNECT may use third-party technology, hosting, communications, cloud and artificial-intelligence providers, which may include Microsoft, Amazon Web Services (AWS), OpenAI, Anthropic and other approved service providers. SEESA may appoint such providers as sub-operators or independent service providers where reasonably required to provide CONNECT. SEESA will take reasonable steps to use appropriate contractual and security safeguards where required by POPIA. Use of a third party does not remove any obligation that applicable law places on SEESA or the Client.
- 6.8** International Processing and Transfers: Because certain cloud, communications and artificial-intelligence services operate internationally, information may be hosted, accessed or processed outside the Republic of South Africa. Where POPIA applies, SEESA will take reasonable steps to ensure that a transfer is made on a basis permitted by section 72 of POPIA, which may include adequate protection under law or binding agreement, consent where appropriate, or another lawful transfer ground.

- 6.9** Security Incidents: Where SEESA, acting as an operator, has reasonable grounds to believe that personal information has been accessed or acquired by an unauthorised person, SEESA will notify the relevant responsible party as soon as reasonably practicable and in accordance with applicable contractual and legal obligations. Where SEESA is the responsible party, it will make notifications to the Information Regulator and affected data subjects to the extent required by POPIA.
- 6.10** Data Subject Requests: Subject to POPIA and the Client's role as responsible party, SEESA will provide reasonable assistance with lawful requests for access, correction, restriction, deletion or other data-subject rights relating to Client Data. A request to delete information does not require deletion where retention remains required or authorised by law or otherwise permitted by POPIA.
- 6.11** Retention After Termination - Up to 12 Months: Following termination, cancellation or expiry of the Client's CONNECT services, SEESA may retain Client Data, personal information and other information or records obtained, submitted, generated or processed through use of CONNECT, onboarding, support, billing or related service delivery for a period of up to twelve (12) months, but only to the extent reasonably necessary and lawfully authorised for purposes such as orderly account closure, data recovery or export requests, support, audit, security, fraud prevention, dispute resolution, the establishment, exercise or defence of legal claims, contractual obligations, or other lawful business purposes. SEESA may delete or de-identify information earlier where it is no longer authorised or reasonably necessary to retain it.
- 6.12** Longer Retention Where Lawfully Permitted or Required: The twelve-month period in clause 6.11 is not intended to override a longer retention period that is required or authorised by law; reasonably required for a lawful purpose related to SEESA's or the Client's functions or activities; required by a contract; consented to by the data subject where consent is legally valid; or permitted for historical, statistical or research purposes subject to appropriate safeguards. Financial, tax, accounting, employment, claims, litigation, security and other records may therefore be retained for longer where applicable law or a lawful purpose requires or permits it.
- 6.13** Deletion and De-identification: When SEESA is no longer authorised to retain personal information, it will, as soon as reasonably practicable, securely destroy or delete the information, or de-identify it, in a manner intended to prevent reconstruction in an intelligible form. Residual copies contained in backups may remain until overwritten in the ordinary backup cycle, provided they remain protected and are not used for unrelated purposes, unless a longer lawful retention ground applies.
- 6.14** Retention Does Not Guarantee Access: Retention of data after termination does not mean that the Client will retain active platform access or that any particular record can be restored on demand. The Client should export records it is legally required to retain before the end of the notice period or within any additional export window expressly provided by SEESA.
- 6.15** Privacy Notice and Direct Marketing: SEESA may publish or update a Privacy Notice describing its processing activities in more detail. Direct marketing communications will be sent only as permitted by applicable law, and recipients may use any available opt-out mechanism. Service, security, billing and transactional communications are not treated as optional marketing where they are necessary to administer the service.

7. Use of Artificial Intelligence and Automated Features

- 7.1** Third-Party AI Services: Certain CONNECT functionality may use third-party artificial-intelligence technology. Information submitted to those features may be processed by the relevant provider solely as permitted by applicable terms, configuration and data-processing arrangements.
- 7.2** Legal and Professional Information: AI-generated legal, HR, compliance or other professional information is intended to assist the user and does not replace advice from an appropriately qualified professional. Where legal advice is required, the Client should consult a qualified SEESA legal professional or other appropriate adviser.

- 7.3** AI Limitations: AI systems may produce incomplete, inaccurate or contextually inappropriate output. The Client and its users must apply human review before relying on AI output for decisions that may materially affect employees, customers or other persons.
- 7.4** Automated Decisions: CONNECT must not be used to make a decision based solely on automated processing where such a decision would be prohibited by applicable law. The Client remains responsible for ensuring that its decision-making processes comply with POPIA and employment law.

8. Severability and Interpretation

- 8.1** Severability: If a competent court or tribunal finds any provision of these Terms unlawful, invalid or unenforceable, that provision will be severed or limited to the minimum extent necessary, and the remaining provisions will continue in force to the extent legally permissible.
- 8.2** Mandatory Law: If a provision of these Terms conflicts with a mandatory provision of applicable law, the mandatory law will prevail to the extent of the conflict without invalidating the remainder of the Agreement.

9. Term, Cancellation and Termination

- 9.1** Duration: The Agreement commences on the date of signature or electronic acceptance of the applicable Client information form, quotation, debit-order instruction or subscription, and continues for an indefinite period unless terminated in accordance with these Terms or applicable law.
- 9.2** Three-Month Notice: Either party may terminate the Agreement by giving the other party three (3) calendar months' written notice. For a Client cancellation, the three-month notice period is calculated from the date on which a valid cancellation request is successfully submitted in accordance with clause 9.3, and the effective termination date is the corresponding calendar date three months later, subject to any mandatory statutory right that applies.
- 9.3** How the Client Must Cancel: If the Client elects to terminate or cancel CONNECT or any subscribed service, the Client acknowledges and agrees that the cancellation request must be submitted through the designated cancellation functionality within the CONNECT software platform. The cancellation is regarded as formally submitted and received on the date recorded by CONNECT as successfully submitted. If the designated cancellation functionality is unavailable because of a CONNECT system fault, the Client may submit written cancellation to the official support or contact email address published by SEESA, and SEESA will record the cancellation date as the date on which that written notice was received.
- 9.4** Client Responsibility: The Client is responsible for ensuring that the cancellation request is correctly submitted and for retaining the confirmation or reference generated by CONNECT. A telephone call, informal message or request to a person who is not authorised to receive cancellations does not constitute formal cancellation unless SEESA confirms in writing that it has been accepted as such.
- 9.5** Fees During Notice Period: The Client remains liable for all subscription fees and other amounts properly due during the notice period. CONNECT and associated services will remain available during the notice period, subject to payment and compliance with these Terms, unless otherwise agreed in writing or access is lawfully suspended.
- 9.6** Application to Services: Unless a different lawful cancellation arrangement has been agreed in writing, the three (3) calendar months' notice period applies to services supplied under the Agreement, including CONNECT, PayTime, payroll, UIF and COID services and other subscribed services.
- 9.7** Accrued Rights: Termination does not affect rights, obligations or liabilities that accrued before the effective termination date, including payment obligations, confidentiality, intellectual property rights and any clause stated or intended to survive termination.

- 9.8** Statutory Consumer Rights: Where the Client is a consumer entitled to rights under the CPA, ECTA or another applicable consumer-protection law, nothing in these Terms limits any cancellation, cooling-off, refund or other statutory right that may not lawfully be limited. Where mandatory law permits a shorter cancellation period or a different cancellation method, that mandatory rule prevails.
- 9.9** Breach and Termination by SEESA: SEESA may suspend or terminate services for material breach, unlawful use, security risk or non-payment, subject to any notice and opportunity to remedy required by applicable law. Where a statutory right to cure a breach applies, SEESA will comply with it.
- 9.10** Refunds: Fees attributable to services already rendered or the notice period remain payable, subject to any refund right the Client has under applicable law or an express written service commitment.

10. Governing Law and Dispute Resolution

- 10.1** Governing Law: The Agreement and any dispute arising from it are governed by the laws of the Republic of South Africa.
- 10.2** Good-Faith Resolution: Before instituting formal proceedings, the parties should, where reasonably practicable, attempt to resolve a dispute through good-faith engagement between authorised representatives.
- 10.3** Statutory Forums: Nothing in these Terms prevents a consumer or data subject from approaching the National Consumer Commission, Consumer Tribunal, Information Regulator, a competent ombud or other statutory body where the law provides such a right.
- 10.4** Courts: Subject to clause 10.3 and any mandatory jurisdictional rules, the courts of the Republic of South Africa having jurisdiction may determine disputes arising from the Agreement.

11. Service Standards, Availability and Warranties

- 11.1** Reasonable Care and Skill: SEESA will provide its services with the degree of care, skill and quality required by applicable law. Where the CPA applies, nothing in these Terms excludes the Client's right to timely performance and completion of services, timely notice of unavoidable delay, and service quality as required by section 54 of the CPA.
- 11.2** Availability: CONNECT is a cloud-based service and may occasionally be unavailable because of maintenance, updates, telecommunications failures, hosting or provider incidents, cyber-security events, emergency maintenance or circumstances beyond reasonable control. SEESA does not guarantee uninterrupted or error-free operation, but will use reasonable efforts to maintain service availability and remedy material service defects within a reasonable period.
- 11.3** Updates and Changes: SEESA may update, improve, replace or discontinue individual features where reasonably necessary for security, compliance, technical support, product improvement or commercial reasons. SEESA will use reasonable efforts to give advance notice of a material reduction in subscribed functionality where practicable.
- 11.4** No Unlawful Exclusion: Any disclaimer or warranty limitation in these Terms applies only to the extent permitted by law and does not exclude a warranty, remedy or standard that cannot lawfully be excluded.

CONSUMER NOTICE LIMITATION OF LIABILITY AND INDEMNITY

Clauses 12 and 13 limit certain categories of liability, allocate risk and contain an indemnity. These clauses do not exclude liability or statutory rights where the law does not permit exclusion. The Client should read them carefully before accepting the Agreement.

12. Limitation of Liability

- 12.1** Scope: This clause applies to the fullest extent permitted by law and must be read subject to the CPA, POPIA, ECTA and any other non-excludable legal rights or liabilities.
- 12.2** Excluded Loss: Subject to clauses 12.1 and 12.4, neither party will be liable to the other for indirect, incidental, special or consequential loss, or for loss of profit, revenue, goodwill or anticipated savings, arising from the Agreement, except to the extent such loss cannot lawfully be excluded or was directly caused by conduct for which liability may not lawfully be limited.
- 12.3** Service and Data Risks: SEESA is not liable for loss arising solely from the Client's failure to maintain accurate information, follow documented instructions, secure its account, retain required copies or exports, or use supported systems, nor for a third-party outage or event beyond SEESA's reasonable control, except to the extent the loss was caused by SEESA's breach of a non-excludable legal duty.
- 12.4** Non-Excludable Liability: Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, gross negligence to the extent such liability cannot lawfully be limited, death or personal injury where exclusion is prohibited, or any liability or remedy that the CPA, POPIA, ECTA or other applicable law does not permit the parties to exclude or limit.
- 12.5** Liability Cap: To the extent permitted by law, SEESA's aggregate contractual liability arising from a particular event or series of related events will not exceed the subscription fees actually paid by the Client to SEESA for the affected CONNECT services during the twelve (12) months immediately preceding the event giving rise to the claim. This cap does not apply where a limitation is prohibited by law or where a separate written agreement expressly provides otherwise.
- 12.6** Duty to Mitigate: Each party must take reasonable steps to mitigate loss that it suffers or is likely to suffer in connection with the Agreement.

13. Indemnification

- 13.1** Client Indemnity: To the extent permitted by law, the Client indemnifies SEESA and its personnel against third-party claims, losses and reasonable costs arising directly from: (a) the Client's unlawful use of CONNECT; (b) Client Data or content that infringes a third party's rights; (c) the Client's material breach of these Terms; or (d) the Client's unlawful instruction to process personal information.
- 13.2** Limits on Indemnity: The indemnity does not apply to the extent a claim or loss was caused by SEESA's own breach, negligence, wilful misconduct, unlawful processing or other conduct for which SEESA is legally responsible. Nothing in this clause requires a consumer to assume liability or waive a right in a manner prohibited by the CPA.
- 13.3** Claim Management: A party seeking indemnification must give the other party reasonable notice of the relevant third-party claim, provide reasonable cooperation and not unreasonably prejudice the other party's defence or settlement position.
- 13.4** Survival: This clause survives termination only in relation to events or conduct occurring before termination or obligations that by their nature continue afterward.

14. Intellectual Property and Software Licence

- 14.1** Ownership of CONNECT: All intellectual property rights in CONNECT and its underlying software, source code, object code, databases, architecture, workflows, designs, interfaces, text, graphics, trademarks, documentation and other proprietary material are owned by or licensed to SEESA Software Solutions or its licensors. Except for the limited licence granted below, no ownership rights are transferred to the Client.

- 14.2** Subscription Licence: Subject to payment and compliance with these Terms, SEESA grants the Client a limited, non-exclusive, non-transferable, non-sublicensable and revocable right, for the duration of the subscription, to access and use the subscribed CONNECT services for the Client's internal business purposes and for authorised users.
- 14.3** Licence Restrictions: Except to the extent a restriction is prohibited by law, the Client may not:
- copy, reproduce, republish, sell, lease, sublicense, distribute or commercially exploit CONNECT except as expressly permitted;
 - reverse engineer, decompile, disassemble, attempt to derive source code, or create derivative works from CONNECT;
 - circumvent licence controls, authentication, security measures or technical restrictions;
 - remove or obscure proprietary notices, trademarks or copyright notices;
 - use automated scraping, bots or similar means to access CONNECT in a manner that materially exceeds normal authorised usage or bypasses documented APIs;
 - use CONNECT or confidential technical information to build or train a competing product in breach of these Terms or applicable law; or
 - permit an unauthorised third party to use the Client's subscription.
- 14.4** Client Data Ownership: As between the parties, the Client retains its rights in Client Data. The Client grants SEESA and its approved service providers a limited right to host, copy, transmit, process, back up and otherwise use Client Data only as reasonably necessary to provide, secure, support and administer CONNECT, comply with law and exercise rights under the Agreement.
- 14.5** De-identified and Aggregated Information: SEESA may use information that has been lawfully de-identified or aggregated so that it cannot reasonably be linked to an identifiable data subject or Client, for service analytics, security, capacity planning and product improvement, subject to POPIA and confidentiality obligations.
- 14.6** Feedback: Feedback or suggestions voluntarily provided about CONNECT may be used by SEESA to improve its products and services, provided SEESA does not thereby acquire ownership of the Client's confidential information or Client Data.
- 14.7** Third-Party Components: CONNECT may include or interoperate with third-party software, APIs, platforms or open-source components. Those components may be subject to separate licence terms that apply to the relevant component. SEESA will not knowingly grant the Client rights broader than SEESA itself holds.
- 14.8** APIs and SDKs: Where SEESA provides an API, SDK or developer tool, use may be subject to technical documentation, usage limits and any additional developer terms made available for that component. No licence to source code is granted unless expressly agreed in writing.
- 14.9** Trademarks: CONNECT, SEESA and associated marks may not be used by the Client except as reasonably necessary to identify the subscribed service or with prior written permission. Third-party marks remain the property of their respective owners.
- 14.10** End of Licence: The software licence ends when the relevant subscription terminates. This does not affect the Client's ownership of Client Data or any lawful right to retain exported records.

15. Confidentiality

- 15.1** Confidential Information: Each party must protect non-public business, technical, security, commercial and personal information received from the other party and may use it only for purposes connected with the Agreement.

- 15.2** Permitted Disclosure: Confidential information may be disclosed to personnel, professional advisers and approved service providers who need it for the Agreement and are subject to appropriate confidentiality obligations, or where disclosure is required by law, court order or a competent regulator.
- 15.3** Exclusions: Confidentiality obligations do not apply to information that is lawfully public, already lawfully known without restriction, independently developed without use of the other party's confidential information, or lawfully received from a third party without a duty of confidence.
- 15.4** Survival: Confidentiality obligations continue after termination for so long as the information remains confidential, subject to any applicable legal retention requirement.

16. Data Export, Account Closure and Exit

- 16.1** Export Responsibility: During the subscription and notice period, the Client should export or download records it is required to retain, using available CONNECT functionality or a reasonable export process offered by SEESA.
- 16.2** Post-Termination Requests: SEESA may, at its discretion or where legally required, assist with a reasonable post-termination export request while data remains lawfully retained. Additional work outside normal self-service functionality may be charged at an agreed rate if disclosed before the work is performed.
- 16.3** Deletion: After applicable retention periods expire, data will be dealt with in accordance with clause 6. Retention of records for legal or security purposes does not continue the Client's software licence or platform access.

17. Events Beyond Reasonable Control

- 17.1** Force Majeure: Neither party is liable for delay or failure caused by an event beyond its reasonable control, including widespread telecommunications or cloud-service failures, natural disasters, civil unrest, war, government action, labour disruption, load shedding or utility failure, or significant cyber incidents not caused by that party's failure to maintain legally required safeguards. This clause does not excuse payment obligations already accrued or legal duties that cannot be excluded.
- 17.2** Mitigation: The affected party must use reasonable efforts to mitigate the effect of the event and resume performance when reasonably possible.

18. Changes to These Terms

- 18.1** Updates: SEESA may update these Terms to reflect changes in law, regulation, security requirements, technology, service functionality or legitimate business requirements.
- 18.2** Notice of Material Changes: Where a change materially affects the Client's rights or obligations, SEESA will provide reasonable prior notice by email, within CONNECT or by another recordable method, unless an urgent legal or security change requires earlier implementation.
- 18.3** Consumer Rights Preserved: No amendment will remove a statutory right that cannot lawfully be waived. If applicable law gives the Client a right to cancel because of a change, that right remains unaffected.

19. Electronic Communications, Notices and ECTA

- 19.1** Electronic Records: The parties agree that data messages, electronic records, electronic acceptance and electronic communications may be used for the formation, administration and proof of the Agreement to the extent permitted by ECTA and other applicable law.

- 19.2** Notices: A notice under these Terms may be delivered through CONNECT, to the email address recorded for the Client, or to another address formally designated by the receiving party. A cancellation by the Client must comply specifically with clause 9.3.
- 19.3** Electronic Transaction Information: Information required for an electronic transaction, including supplier identity, service description, price or subscription charges, payment method, key terms, duration, cancellation terms and applicable privacy information, will be made available through these Terms, the CONNECT website or platform, and the applicable quotation, order or invoice.
- 19.4** Review Before Acceptance: Where an electronic order or acceptance process is used, SEESA will provide the Client a reasonable opportunity to review the transaction and correct material errors before final submission where required by applicable law.

20. Entire Agreement, Order of Precedence and Assignment

- 20.1** Entire Agreement: These Terms, together with the accepted quotation, Client information form, debit-order mandate, subscription schedule, Privacy Notice and any expressly incorporated service-specific terms, constitute the agreement between the parties in relation to CONNECT and supersede prior representations on the same subject, except in the case of fraud or a representation that applicable law does not permit to be excluded.
- 20.2** Order of Precedence: If there is a conflict, a specifically negotiated written agreement signed by both parties prevails over these standard Terms to the extent of the conflict, followed by an accepted quotation or subscription schedule, then these Terms, unless mandatory law requires a different result.
- 20.3** Assignment and Subcontracting: The Client may not transfer its subscription to another entity without SEESA's prior written consent, which will not be unreasonably withheld where the transfer is legally and operationally feasible. SEESA may use subcontractors and service providers to perform portions of the service, subject to applicable confidentiality, security and data-protection obligations.
- 20.4** No Waiver: A failure or delay by either party to enforce a right does not waive that right.

21. Supplier and Contact Information

For purposes of ECTA and general contractual notices, the following supplier information is recorded:

Legal name	SEESA Software Solutions (Pty) Ltd
Registration number	2023/536165/07
Physical and legal service address	CONNECT, 60 Stamvrug Street, Val-De-Grace, Pretoria, 0184, Republic of South Africa
Telephone	012 810 2000
Website	https://microsolutions.co.za/
Email	pilot@seesa.co.za
Office bearer	Ewert Kleynhans

- 21.1** Privacy and POPIA Requests: Privacy-related requests may be sent to the contact email above or to any dedicated privacy or Information Officer contact subsequently published by SEESA. The Client should include sufficient information to identify the relevant account and request.

- 21.2** Website Disclosures: Any additional disclosures required by section 43 of ECTA, including pricing, payment, service characteristics, privacy and transaction-record information, may also be displayed on the CONNECT website, within the subscription flow or in the applicable quotation or order documentation.

22. Acknowledgement and Acceptance

- 22.1** Acknowledgement: By accepting these Terms, the Client confirms that it has had a reasonable opportunity to read and understand them, including the clauses dealing with cancellation, personal-information processing and retention, service limitations, limitation of liability, indemnification and intellectual property.
- 22.2** Privacy Notice: The Client acknowledges that it has been informed that CONNECT uses third-party service providers and may involve international processing of information as described in clause 6 and the applicable Privacy Notice.
- 22.3** No Waiver of Statutory Rights: Acceptance of these Terms does not constitute a waiver of any right that the Client or a data subject cannot lawfully waive under the CPA, POPIA, ECTA or another applicable law.

Thank you for choosing CONNECT.