
**WEB SITE ACCESS AND SERVICE AGREEMENT
ENTERED INTO AND BETWEEN**

JustMe

AND

JustMe, whose details are found on the contact page of the Website

AND

the Customer

WHEREAS the Customer will access the Website;

AND WHEREAS the Customer may subscribe to Services as more fully detailed in this Agreement;

AND WHEREAS the Customer acknowledges that the Services are accessed using the Website which is controlled and managed by JustMe.

NOW THEREFORE the parties agree as follows:

1. INTERPRETATION

1.1. In this Agreement, unless inconsistent with or otherwise indicated by the context -

- 1.1.1. "Agreement" means this entire document containing an application by the Customer for the provision of the Services and the sale of the Equipment, if applicable, to it by JustMe together with any annexures and/or addenda thereto;
- 1.1.2. "Customer" means where the Registration Details have been completed, the person and or entity as more fully described in the Registration Details, including any successors in title or where the Registration Details have not been completed authorised assignees or the person represented by the IP address presented to JustMe;
- 1.1.3. "**JustMe**" means Northen Lights Trading (Proprietary) Limited (Reg No: 2006/007509/07) registered in South Africa or its successor in title, situated at 3 Whitehills Junxion, Whitehills Close, Lonehill, Gauteng, 2060;
- 1.1.4. "Initial Period" means the minimum duration of this Agreement, being, a period of 12 months (twelve months from the date of activation of the Services on the Website);
- 1.1.5. "Interest Rate" means at a rate equal to 2% (two percent) per annum above the prime interest rate as published by JustMe's bankers from time to time;
- 1.1.6. "Local Legislation" means any legislation, regulation or enactment in the Territory that governs the provision of the Website and/or the Services;
- 1.1.7. "Registration Details" means the personal and commercial information supplied by the Customer to JustMe through the Website as part of the process of purchasing any Service;
- 1.1.8. "Services" means the provision of a secure on-line storage facility to the Customer to upload certain personal information, which the Customer may then use to complete portable document format forms to use with third parties;
- 1.1.9. "Territory" means the Republic of South Africa;
- 1.1.10. "User Content" means content, including photos, text, numbers, links, and other materials uploaded to the Website by the Customer.
- 1.1.11. "Website" means means, without limiting the generality thereof, the web pages located at www.justme.co.za through which Customers may purchase the Services.

- 1.2. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Hong Kong.

2. WEBSITE ACCESS TERMS AND CONDITIONS

2.1. General

- 2.1.1. When accessing and/or using the Website the Customer is entering into a legally binding contract with JustMe upon these Terms.
- 2.1.2. These Terms apply to the entire contents of the Website and to any correspondence between JustMe and the Customer. Using and/or accessing the content displayed on the Website indicates that the Customer accepts these Terms and agree to be bound by them regardless of whether or not the Customer chooses to register on the Website or to purchase any Services. If the Customer does not accept these Terms, the Customer is strongly advised to refrain from using and/or accessing the Website.
- 2.1.3. The Customer will be able to submit User Content on the Website, which User Content will be protected in line with local and international laws regarding personal information security. The Customer retains all rights in, and is solely responsible for, the User Content it posts to the Website. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

2.2. Licence

- 2.2.1. JustMe hereby authorises the Customer to view, copy, download to a local drive, print and distribute the content of the Website, or any part thereof, provided that:
 - 2.2.1.1. such content is used for information and/or non-commercial purposes only; and
 - 2.2.1.2. any reproduction of the content available on or through the Website, or any part thereof, must include the following copyright notice: © JustMe. All Rights Reserved.
- 2.2.2. The caching of the Website shall only be allowed if:
 - 2.2.2.1. the purpose of the caching is to make the onward transmission of the content from the Website more efficient;
 - 2.2.2.2. the cached content is not modified in any manner whatsoever;
 - 2.2.2.3. the cached content is updated at least every 12 (twelve) hours; and
 - 2.2.2.4. the cached content is removed or updated when so required by JustMe.
- 2.2.3. If the Customer uses content from the Website in breach of the provisions detailed in the Terms:
 - 2.2.3.1. JustMe reserves the right to claim damages from the Customer; and
 - 2.2.3.2. JustMe will not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the Customer or any third party.
- 2.2.4. Hyperlinks to the Website from any other source shall be directed at the home page of the Website. JustMe will not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Website, if such content was accessed through a hyperlink not directed at the home page of the Website. Should the Customer wish to link to content beyond the home page of the Website, the Customer will do so at its own risk and the Customer agrees to indemnify JustMe against any loss, liability or damage that may result from content on the Website, if such content was accessed through a hyperlink not directed at the home page of the Website. The exclusion of JustMe's liability for deep linking is based on the fact that deep links bypass these Terms.

- 2.2.5. Apart from bona-fide search engine operators, no Customer may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purposes, without JustMe's prior written consent.
- 2.2.6. All licenses and/or permissions granted in terms of this clause 2.2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by JustMe at any time without giving reasons therefore.

2.3. Availability

- 2.3.1. While JustMe endeavours to ensure that the Website is normally available 24 hours a day, JustMe shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 2.3.2. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond JustMe's control.

2.4. Local Legislation

- 2.4.1. If these Terms or the content provided and/or made available on the Website are regulated by or subject to any Local Legislation, it is not intended that any provision of these Terms contravene any provision of the Local Legislation. Therefore all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Local Legislation are complied with.
- 2.4.2. No provision of these Terms:
 - 2.4.2.1. does or purports to limit or exempt JustMe from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by JustMe) to the extent that the Local Legislation does not allow such a limitation or exemption;
 - 2.4.2.2. requires the Customer to assume risk or liability for the kind of liability or loss, to the extent that the Local Legislation does not allow such an assumption of risk or liability; or
 - 2.4.2.3. limits or excludes any warranties or obligations which are implied into these Terms by the Local Legislation, to the extent applicable.

2.4.3. Customer Material

- 2.4.3.1. JustMe values hearing from our Customers, and are always interested in learning about ways we can improve the Services and the Website. Any Customer that chooses to submit comments, ideas or feedback, agrees that JustMe is free to use them without any restriction or compensation to the Customer. By accepting your submission, JustMe does not waive any rights to use similar or related feedback previously known to JustMe, or developed by its employees, or obtained from sources other than the Customer.
- 2.4.3.2. JustMe will take all reasonable steps to secure the content of the Website and the information provided by and collected from Customers from unauthorised access and/or disclosure. However, JustMe does not make any warranties or representations that content shall be 100% safe and secure.
- 2.4.3.3. JustMe collect personal information from the Customer and the Customer may submit personal information to JustMe. JustMe will handle the collection, processing and storage of Customers' personal information in accordance with international reasonable practice related to the type of personal information provided to JustMe by the Customer.

2.4.4. Customers are prohibited from posting or transmitting to or from the Website any material:

- 2.4.4.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

- 2.4.4.2. for which the Customer has not obtained all necessary licences and/or approvals; or
- 2.4.4.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- 2.4.4.4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

2.4.5. Customers may not misuse the Website (including, without limitation, by hacking).

2.4.6. JustMe shall fully co-operate with any law enforcement authorities or court order requesting or directing it to disclose the identity or locate anyone posting any material in breach of clause 2.4.4 or clause 2.4.5.

2.5. Links to and From Other Websites

2.5.1. Links to third party websites on the Website are provided solely for Customers' convenience. If any Customer uses these links, the Customer leaves the Website. JustMe has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. JustMe therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them.

2.5.2. If the Customer decides to access any of the third party websites linked to the Website, the Customer does so entirely at its own risk and the Customer acknowledges that they may be subject to those third party websites' terms and conditions and other policies.

2.6. Intellectual Property Rights

2.6.1. All content, trademarks and data on the Website, including, but not limited to, software, databases, text, graphics, icons, hyperlinks, personal information, and designs are the property of or licensed to JustMe, and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to the Customer herein, all other rights to all intellectual property rights on the Website are expressly reserved.

2.6.2. "JustMe" is a registered trademark and the Customer agrees not to use this trademark as an element of a domain name or sub domain name, notwithstanding the fact that such domain name use or registration may be allowed in terms of the Local Legislation. Upon request to do so, the Customer will immediately cease to use such domain name and transfer it to JustMe at the Customer's cost.

2.7. Electronic Communications

By using the Website or communicating with JustMe by electronic means, the Customer consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

2.8. Disclaimer

2.8.1. While JustMe endeavours to ensure that the information on the Website is correct, it does not warrant the accuracy and completeness of the material on the Website. JustMe may make changes to the material on the Website at any time without notice. The material on the Website may be out of date, and in this regard, JustMe makes no commitment to update such material.

2.8.2. The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law in the Territory, JustMe provides the Customer with the Website on the basis that JustMe excludes all representations, warranties, conditions and other terms which, but for the legal notice set out in this clause 2.8, might have effect in relation to the Website.

2.8.3. JustMe is under no legal duty to encrypt any content or communications from and to the Website and are also under no legal duty to provide digital authentication of any page on the Website.

2.9. Searching Technology

The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from the Website is not permitted if such technology will result in slowing down the Website server or copyright infringement of any content available on or through the Website.

2.10. Liability

2.10.1. Subject to the provisions of any Local Legislation, and to the extent allowed by law, JustMe shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Website. Furthermore, JustMe makes no representations or warranties, implied or otherwise, that, amongst others, the Website is free from errors or omissions or that the service will be 100% uninterrupted and error free.

2.10.2. The Website is supplied on an "as is" basis and has not been compiled or supplied to meet the Customer's individual requirements. It is the Customer's sole responsibility to satisfy itself prior to entering into this agreement with JustMe that the content available on or through the Website will meet the Customer's individual requirements and be compatible with the Customer's hardware and/or software.

2.10.3. JustMe shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use anything sold on the Website.

3. SERVICE AGREEMENT

3.1. Provision of the Services

3.1.1. The Customer acknowledges that the act of buying Services on the Website constitutes an offer by the Customer, which may be accepted or refused by JustMe in its sole discretion. Activation of the Services shall be deemed to constitute acceptance of the offer by JustMe and commencement of the delivery of the Services. This Agreement shall become binding between JustMe and the Customer whether or not the Customer was notified of the acceptance of the offer.

3.1.2. Subject to acceptance by JustMe in terms of clause 3.1.1 and subject further to the remaining terms and conditions of this Agreement, JustMe shall use its reasonable endeavours to make the Services available to the Customer throughout the duration of this Agreement, save and except, for circumstances beyond the control of JustMe.

3.2. Duration of Service Agreement

3.2.1. This Service Agreement shall commence on the date of activation of the Services and shall continue for the Initial Period and where after it shall be renewed only upon successful payment by the Customer for the charges for the Services.

3.2.2. In the event that this Agreement is extended after the Initial Period or any period thereafter, the terms and conditions of this Service Agreement will apply for such extended period.

3.3. Payment for the Services

3.3.1. The Customer shall pay to JustMe the aggregate of all charges levied by JustMe from time to time including, without limitation:

3.3.1.1. Prior commencement of this Service Agreement the Service charges included in the options selected by the Customer on the Website; and

3.3.1.2. Value added tax at the applicable rate on all taxable charges. All prices and charges, in terms of this Service Agreement, unless otherwise stated, include value added tax.

3.3.2. Any amount due by the Customer to JustMe, not paid on the due date thereof, shall at the discretion of JustMe, bear a penalty fee at the Interest Rate, calculated from the date payment was due until date of actual payment thereof.

3.3.3. Payment may be made via Visa and MasterCard credit cards.

- 3.3.4. Credit card transactions will be acquired for JustMe via PayGate (Proprietary) Limited who are the approved payment gateway for Investec South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
- 3.3.5. Customer details will be stored by JustMe separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.
- 3.3.6. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).
- 3.3.7. Where payment is effected by withdrawals from the Customer's bank account electronic transfer, debit card or credit card, the Customer acknowledges that all such withdrawals by JustMe shall be treated as though the Customer has signed and authorised such withdrawals personally. The Customer acknowledges and understands that all payments hereby authorised will be processed electronically and also understands that details of each withdrawal will be printed on the Customer's bank statement.
- 3.3.8. The Customer agrees to pay any bank charges relating to any transactions concluded with JustMe.
- 3.3.9. The Customer agrees that payment shall only have been made to JustMe when the monies remitted by the Customer have been received into JustMe's bank account.
- 3.3.10. Should any electronic transfer, debit card or credit card account of the Customer be rejected for whatsoever reason or should JustMe exercise its right to suspend the provision of the Services due to non or late payment of any monies due in terms hereof by the Customer, then the Customer shall pay an administrative charge as may be levied by JustMe from time to time for each such non-payment, suspension or any other breach of the Agreement which amount shall be payable upon demand and recoverable by JustMe.

3.4. Liability and Indemnity

- 3.4.1. This clause 3.4 specifies the entire liability for JustMe, any of their directors, employees, agents or approved representatives, including for negligence and in particular, but without limitation, all other statutory, express, implied or collateral terms, conditions or warranties are excluded.
- 3.4.2. JustMe shall not be under any liability (including liability for negligence) for any loss or damage or injury to the Customer whatsoever no matter when or how arising out of the provision of the Services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable or not and in particular JustMe shall not be liable for any financial loss or loss of profits, loss of contracts, loss of business or goodwill.
- 3.4.3. The Customer indemnifies JustMe against any damage, cost or liability (including liability for JustMe's negligence) arising from the provisions of the Services to the Customer, its employees, directors and/or agents together with all legal costs relating to any claim arising there from.

3.5. Suspension/Disconnection Of Services

- 3.5.1. JustMe may from time to time without notice suspend the Services in any of the following circumstances:
 - 3.5.1.1. During any technical failure, modification or maintenance of the Website provided that JustMe will use its reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable; or
 - 3.5.1.2. If the Customer fails to comply with any of the terms and conditions of this Service Agreement until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in JustMe's opinion may negatively affect the operation of the Services.
- 3.5.2. Notwithstanding any suspension of the Services under this clause 3.5, the Customer shall remain liable for all changes due hereunder throughout the period of suspension unless JustMe at its sole discretion determines otherwise in writing.

3.6. Termination

- 3.6.1. In the event that the Customer breaches any of the terms of this Service Agreement or any warranty given by it hereunder or fails to fulfil any obligation resting upon it, then without prejudice to JustMe's other rights in terms of this Service Agreement or the common law, JustMe may either terminate this Service Agreement or call for specific performance of all the Customer's obligations and immediate payment of all sums owing by the Customer, whether or not then due, in either event without prejudice to JustMe's right to recover such damages as it may have suffered by reason of such breach or failure.
- 3.6.2. Notwithstanding the foregoing and pending JustMe's election in terms of this clause, JustMe shall not be obliged to perform any of its obligations under this Service Agreement and the Customer shall remain liable for the payment of all amounts owing by the Customer in terms of this Service Agreement whether or not such amounts are then due.
- 3.6.3. JustMe may, without notice, terminate this Service Agreement immediately in any of the following circumstances:
 - 3.6.3.1. If the Customer fails to pay any amount owing to JustMe on due date; or
 - 3.6.3.2. If the Customer makes or offers any arrangement or compromises with its creditors or commits any act of insolvency or if any petition or application for sequestration, liquidation, winding-up or judicial management is presented by or made against the Customer, or if any resolution to wind-up the Customer is passed or if a receiver, trustee or curator is appointed over the whole or any part of the Customer's assets or estate or if JustMe anticipates that any of the events as set out in this clause 3.6.3.2 are imminent; or
 - 3.6.3.3. If the Customer does or allows anything to be done, which in JustMe's opinion will or may have the effect of negatively affecting the operation of the Services; or
 - 3.6.3.4. If the Services are substantially reduced for a continuous period exceeding 60 (sixty) days.

4. GENERAL PROVISIONS

4.1. Assignment

- 4.1.1. The Customer shall not cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this Agreement to any third party without JustMe's prior written consent.
- 4.1.2. JustMe shall be entitled, at any time, to cede, assign, transfer, encumber or delegate any of its rights, title, interest or obligations in terms of this Agreement to any third party without the Customer's consent and if, for any reason whatsoever, the consent of the Customer may be required, the Customer shall be deemed to have consented thereto in terms of this Agreement.

4.2. Excusable Events

JustMe shall not be liable to the Customer for any breach of these terms and conditions or failure on JustMe's part to perform any obligation as a result of acts of God, Government control, restrictions or prohibitions or any other Government act or omission, whether local or national, act or default of any supplier, agent or sub-contractor, industrial disputes of any kind or any other similar cause beyond JustMe's control.

4.3. Variation of Charges and Terms

- 4.3.1. JustMe may vary all or any of its charges by publishing such amended charges, such variation to have immediate effect unless otherwise stipulated therein.
- 4.3.2. JustMe reserves the right to vary the terms and conditions of this Agreement at its sole discretion, whether as a result of amendments to the Services, new legislation, statutory instruments, Government regulations or licenses, any similar event, or not. JustMe, at its sole discretion, may elect to notify the Customer of any such variation in writing or to publish such variation at its principal place of business.

4.3.3. JustMe reserves the right, without cost or penalty to itself, to alter any name, code or number allocated by JustMe from time to time for use in connection with the Services and the Customer indemnifies JustMe against any liability arising from such alteration.

4.4. Relaxation

No latitude, extension of time or other indulgence which may be given or allowed by either party to the other party in respect of the performance of any obligations hereunder, and no delay or forbearance in the enforcement of any right of either party arising from this Agreement, and no single or partial exercise of any right by either party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation or otherwise affect any of the party's rights in terms of or arising from this Agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term of this Agreement.

4.5. Notices And Domicilia

4.5.1. The Customer chooses, as its *domicilium citandi et executandi*, the address set out in the Registration Details and JustMe chooses, as its *domicilium citandi et executandi*, the address set out in the details set out in the contact page on the Website.

4.5.2. All notices given in terms of this Agreement shall be in writing.

4.6. Costs

The Customer shall repay to JustMe on demand all costs JustMe actually incurs as a result of the Customer's failure to comply with the terms and conditions of this Agreement or the cancellation hereof, which include:

4.6.1. Costs in connection with the tracing of the Customer.

4.6.2. All legal costs.

4.6.3. Collection commission that may legally be recovered from the Customer by JustMe's attorneys or collection agents on amounts collected.

4.7. Set-Off

The Customer shall not be entitled to set off any amount/s that may be owing to the Customer by JustMe against any amount the Customer owes or may owe JustMe in terms of this Agreement.

4.8. Consent To Jurisdiction

The Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of any action by JustMe arising from this Agreement or the cancellation thereof. This consent does not oust the jurisdiction of any other competent court and JustMe shall be entitled, in its discretion, to institute action against the Customer in any court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in the cancellation of this Agreement.

4.9. Severability

In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this Agreement, which will nevertheless be binding and enforceable.

4.10. Whole Agreement

This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties save and accept for the provisions of clause 17 above.

4.11. General

- 4.11.1. The Customer agrees to the disclosure by JustMe to any third party, of any information pertaining to the Customer or this Agreement, to the extent that such disclosure is necessary for the conduct of JustMe's business, or is required by any relevant law, statute, regulation or license.
- 4.11.2. Where JustMe is represented by any duly authorised representative, his/her authority need not be proved.
- 4.11.3. If the Customer as identified on the face hereof is a company, close corporation, trust or a division or entity thereof or any other entity with juristic personality, then the signatory hereto who signs on behalf of the Customer warrants that he/she is duly authorised to enter into this Agreement on behalf of the Customer and, if applicable, to sign the debit order authorisation on the Customer's bank account.