



REGISTREE'S TERMS AND CONDITIONS OF WEBSITE USE AND SERVICES

By accessing or using registree.io or any of its related blogs, websites, applications or platforms (collectively, "**the Website**"), owned by Registree Rocks (Pty) Ltd. (reg: 2018/072660/07) ("**Registree**") or any of its Services, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**Terms**"), in conjunction with any additional Registree terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by Registree.

Please see Registree's distinct sections on [Privacy](#), [Intellectual Property](#), and [Disclaimers & Indemnities](#).

Please pay specific attention to the BOLD paragraphs of the Registree Terms. These paragraphs limit the risk or liability of Registree, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Registree or is an acknowledgement of any fact by you.

Please read these terms carefully before accessing or using the Website or Services. Registree will assume you have read and understood these terms should you continue to access or make use of the Website.

It is important to note the following:

- The terms "**user**", "**you**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Website or using the Services for any reason whatsoever. Accordingly, the terms "**us**", "**our**" or "**we**" refers to Registree or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 20 May 2020.

1. INTRODUCTION TO THE WEBSITE AND SERVICES

- 1.1. Registree is a decentralized student data platform which connects students, universities and employer offering a range of services targeted at students. Students retain full ownership and sight of their recorded university. Further, it allows other authorised users to access that student's data on consent from the student user for that student's benefit, such as with employers and universities wanting to engage the student user on aspects relating to their stored data (collectively, "**the Services**").
- 1.2. These Terms explain the conditions applicable to how users must make use of the Website and the core considerations applicable to a user's use of any Services derived from Registree. Depending on the exact Services used, a user may also need to conclude additional agreements with Registree, which agreements will contain more specific details relating to the exact Service acquired, including the exact services and fees to be expected. Same additional agreements may also

include the provision of any prescribed documentation as per applicable legislation.

- 1.3. These Terms expressly supersede prior agreements or arrangements with you. **Registree may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny you access to the Services or any portion thereof, at any time, for any reason,** on reasonable notice to you.
- 1.4. The use of the Website is free for universities and students. However, in return for using some of the Services available, some users will need to pay a fee to Registree or another third party ("**Fee**"), but same Fee will be detailed to you before you incur such a Fee, such as on the Website, in a Registree invoice sent to you or in any further Service-specific agreement you may conclude with Registree or another third party. Please see clause 6 below or on the product page of our website for a breakdown of the Fees which may be applicable to the specific Services provided by Registree.
- 1.5. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Registree uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.6. Unauthorised use of the Website and/or Services may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1. **For all Services provided, Registree does not have an employment, agent, intermediary, representative or broker relationship with any user. Your use of the Website or the Services is entirely at your own risk and based on your own volition and expertise.**
- 2.2. **Although Registree carefully curates Profiles and student data provided to the Website/Registree, Registree is not responsible for the quality or standard of any information advertised or displayed on any Profile, against any student identity, or derived from any tool or programme used on the Website as or part of the Services.**

3. USERS FROM FOREIGN COUNTRIES

- 3.1. This Website and the Services are provided in adherence with the laws of South Africa only.
- 3.2. Access and use of the Registree Website and/or Services in your country of access may be illegal. It is therefore recommended that you ensure that your use of the Registree Website/Services is not in violation of the laws of any country by which you may be governed.

4. USER REGISTRATION PROCESS

- 4.1. In order to make use of the Services, you must complete the necessary registration process detailed on the Website and acquire a Profile. Each user shall have only one (1) Profile and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.
- 4.2. Registree requires you to submit your full name, e-mail address, company name, and phone number when registering a Profile. Users may then setup additional features of their Profile, depending on the exact Services acquired, as prompted by the Website.
- 4.3. To protect your privacy and security, the Website takes reasonable steps to verify your identity by requiring a password together with your provided e-mail address in order to grant access to your Profile and data. To view or change your personal

information provided, visit the profile page on the user dashboard or contact your Registree representative.

- 4.4. By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority to act on behalf of a corporate entity. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your log-in details or password with anyone.
- 4.5. By submitting your personal information to the Website for its use in a Profile and for Services, you consent to Registree using this information to facilitate a connection between you and another user, such as between student users and their universities, or employers (who are also registered users).
- 4.6. Please see Registree's **Privacy Policy** regarding more details on how Registree uses your personal information.

5. THE SERVICES

- 5.1. For further and exact information on the various Services currently offered by Registree, or those specific to you, please consult the relevant Product page on the Website or please contact your Registree consultant or business@registree.io who will gladly assist.
- 5.2. For general information purposes, and subject to further information relating to these Services made available by Registree on the Website, the following details some of the exciting offerings which constitute our Website Services available to users:

5.2.1. For student users:

- 5.2.1.1. Students can easily share verified transcripts with third parties who require this information
- 5.2.1.2. Students can be contacted with information about employment offers. Students decide whether to respond and whether they would like to engage with the employer.
- 5.2.1.3. Registree uses blockchain technology to ensure student data is cryptographically secure. Registree does not have data access, students own their data. Universities are the only creators of the data; any information can automatically be verified as authentic.

5.2.2. For university users:

- 5.2.2.1. Registree provides data services for universities, free of charge. These services provide a more holistic picture of student progress and provides positive reinforcement to help students achieve their goals. Universities keep full control over their data.
- 5.2.2.2. Registree assists universities in reducing the administrative cost of degree verification
- 5.2.2.3. Registree assists universities in finding employment opportunities for their students

5.2.3. For employer users:

- 5.2.3.1. Registree overcomes costly search frictions in labour markets and reduces the cost of finding graduates.
- 5.2.3.2. Employers have the ability to search an encrypted database of student data. Employers are informed that there are students who meet their criteria, but importantly, the identity of these students is masked. Employers are then able to send an invitation to connect to these students.

- 5.2.3.3. Employers can manage the engagement of students with respect to their invitations via the Registree dashboard and see which students have viewed, responded, rsvp'd and accepted their invitations.
 - 5.2.3.4. Employers receive the transcript information of students who consent to sharing these transcripts
- 5.3. **You agree and understand that any information, matching-up or suggestions provided to any user on the Website or as part of the Services, is general in nature and is not specific to any particular user for any specific study, employment or other unique need of that user. A user is at all times responsible for their own decisions and actions relating to the Website and Services (especially relating to their engagement with other users), where any such information provided by Registree is only ever general in nature.**

6. PAYMENT FOR REGISTREE SERVICES

- 6.1. For particular Services contracted from Registree, the user will need to pay the Fee to Registree, where Registree will clearly indicate to you the applicable Fee on the Website, in the associated Service agreement concluded between you and Registree, or in an applicable Registree invoice for Services rendered.
- 6.2. Once clients place a search on the platform, they will be emailed a quotation stating the amount to be paid. Once payment has been received, the client will receive a tax invoice for the transaction.
- 6.3. All amounts stated on the Website or in relation to Services shall exclude Value Added Tax ("**VAT**"), and will be exclusive of any other applicable taxes/fees, unless otherwise stated and required by law. If any such taxes/fees apply to your use of the Services and the Fee charged, same will be indicated to you before you enact any transactions.
- 6.4. You may contact Registree via email at accounts@registree.io to obtain a full record of your transactions with Registree.

7. USER RESPONSIBILITIES AND WARRANTIES

- 7.1. By using the Website and/or the Services, you warrant that:
 - 7.1.1. **you expressly understand that Registree is not a labour broker, employer, education advisor nor career counsellor;**
 - 7.1.2. you have read and agreed to these Terms and will use the Website and Services in accordance with them;
 - 7.1.3. you have not made any misrepresentations and the information provided by you to Registree at any time about you and/or your company is true, accurate and complete in every aspect;
 - 7.1.4. you are not considered a United Nations "Specially Designated National" and/or on the United Nation's "Blocked Persons List" and/or are not confirmed by any government or other national authority to be a person or entity who has any restrictions on their capacity to trade freely and/or internationally, for whatever reason;
 - 7.1.5. you are above the age of 18 (eighteen) years old and have the lawful capacity to understand, agree with and be bound with these Terms. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website and/or Services only with the involvement and supervision of your parent or legal guardian. By your continued use of the Website and/or Services as a minor, your parent or legal guardian warrants that they will supervise your use of same use at all times, hereby provides their consent thereto, agrees to be bound to the

Terms and to be liable and responsible for you and all of your obligations under these Terms;

- 7.1.6. you lawfully possess and submit all information to the Website and/or Registree for the use of it or the Services;
- 7.1.7. you will not:
 - 7.1.7.1. post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
 - 7.1.7.2. send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
 - 7.1.7.3. reproduce, modify, or create derivative works from publish, distribute, transmit, or display or license or transfer any of the content displayed on the Website - unless you have Registree's prior written authorisation;
 - 7.1.7.4. decompile, reverse engineer, or disassemble the Website, linked website, or any software or hardware employed in the display or operation of the Website;
 - 7.1.7.5. use the Website in a manner that could damage, disable, overburden, or impair any Registree server (computer), or network connected to any Registree server, or interfere with any other parties use of the Registree Website;
 - 7.1.7.6. interfere with any content displayed on the Registree Website or attempt or gain unauthorised access (without Registree's written consent) to the information displayed on the Website to which you may not be authorised, or to any secure area on the Website, a Registree server or any other part of the Registree information system;
 - 7.1.7.7. create a link from other Website to the Registree Website, or any of the web pages which constitute the Registree Website, without Registree's prior written consent;
 - 7.1.7.8. frame the Website or any of its pages without Registree's prior written consent;
- 7.1.8. you are solely responsible for withholding, collecting, reporting and remitting the correct amounts of tax and/or financial information to the appropriate tax and/or government authorities emanating from any transactions or actions you have performed on the Website and/or through the Services;
- 7.1.9. you will operate the Website and fulfil your duties in accordance with any law, regulation or license to which you are subject by virtue of any regulated service you may provide in your own capacity;
- 7.1.10. you understand that when using the services of any third party connected to the Services that they may have their own terms and conditions of service for their services provided to you, and that you may be simultaneously bound by them;

- 7.1.11. you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;
 - 7.1.12. you will not use the Website platform for any commercial purpose other than as expressly provided for by Registree herein;
 - 7.1.13. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
 - 7.1.14. you will not facilitate or assist any third party to do any of the above, failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing Registree to manifest all of its rights in the case of breach, including but not limited to denying you access to the Website/Services, reporting your actions to an applicable authority, demanding specific performance and/or suing you for damages.
- 7.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
 - 7.3. **Without prejudice to any of Registree's other rights (whether at law or otherwise), Registree reserves the right to deny you access to the Website or the Services where Registree believes (in its reasonable discretion) that you are in breach of any of these Terms.**
 - 7.4. **Registree does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device, or in any and all jurisdictions.**

8. KYC AND AML REQUIREMENTS

- 8.1. A user's ability to make use of various Services, may be regulated by applicable know-your-customer ("KYC") and/or anti-money laundering ("AML") laws and the respective rules and regulations.
- 8.2. Registree may, at various times and depending on a range of factors in its sole discretion and applicable legislation, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to Registree and/or its authorised third-party service providers in order for the user to be verified as not infringing any of Registree's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents, proof of addresses and/or bank account information. Registree reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by Registree. Registree also reserves the right to share this information with any legal authority when required under applicable laws.
- 8.3. Registree may restrict user transactions that may violate laws or Registree's internal KYC or AML conditions herein and as updated from time to time.
- 8.4. As a minimum, the following rules are applied:
 - 8.4.1. The receipt of funds with no invoice
 - 8.4.2. The receipt of funds from companies in unusual locations
 - 8.4.3. Excessive use of the platform deemed to constitute an attempt to spam students or scrape the underlying data
 - 8.4.4. The receipt of unsolicited finances

9. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 9.1. Data messages, including email messages, sent by you to Registree will be considered to be received only when acknowledged or responded to.
- 9.2. Data messages sent by Registree to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 9.3. Registree reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 9.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Registree is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Registree to a user, between users or from a user to Registree.

10. **HYPERLINKS, DEEP LINKS, FRAMING**

- 10.1. The Website may include links to other internet sites ("the other sites"). Registree does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 10.2. Registree does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to support@registree.io to request the removal of such content.
- 10.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

11. **ADVERTISING AND SPONSORSHIP**

- 11.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
- 11.2. Registree, its shareholders, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

12. **INTELLECTUAL PROPERTY PROTECTION**

- 12.1. All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code and everything submitted by a user to the Website and Registree in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Registree, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
 - 12.1.1. For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided Registree with a non-exclusive, non-transferable licence to use such user intellectual property as Registree deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website and/or uses the Services.

- 12.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Registree first being granted, which consent may be refused at the discretion of Registree. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Registree and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**
- 12.3. Registree reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, including that of a user in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).
- 12.4. Where any of the Website intellectual property has been licensed to Registree or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 12.5. Subject to adherence to the Terms, Registree grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the user is the primary user. However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Registree.
- 12.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Registree at privacy@registree.io.

13. DATA PRIVACY AND PROTECTION

- 13.1. We respect your privacy and your personal information, and will take special and required measures to protect it, as more fully detailed in our **Privacy Policy**.

14. DISCLAIMERS

- 14.1. **The Website and Services, including any intellectual property appearing therein, are provided "as is" and "as available". Registree makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services or the information contained in it.**
- 14.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not Registree. While Registree makes every reasonable effort to present such information accurately and reliably on the Website, Registree does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 14.3. **Registree, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services offered, including the information about any particular user.**
- 14.4. **Registree, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss,**

loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Website in any manner.

- 14.5. Registree takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Registree does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

15. INDEMNITIES

- 15.1. **THE USER INDEMNIFIES AND HOLDS HARMLESS REGISTREE, ITS SHAREHOLDERS, EMPLOYEES, AND PARTNERS FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEYS' FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THE USER'S USE OF THE WEBSITE AND/OR SERVICES OFFERED OR CONCLUDED THROUGH THE WEBSITE IN ANY WAY.**
- 15.2. **THE USER AGREES TO INDEMNIFY, DEFEND AND HOLD REGISTREE HARMLESS FROM ANY DIRECT OR INDIRECT LIABILITY, LOSS, HARM, DEATH, CLAIM AND EXPENSE (INCLUDING REASONABLE LEGAL FEES) RELATED TO THE USER'S USE OF THE SERVICES, WEBSITE AND/OR BREACH OF THESE TERMS.**
- 15.3. **THIS CLAUSE WILL SURVIVE TERMINATION OF THIS AGREEMENT.**

16. COMPANY INFORMATION

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| 16.1. Site owner: | Registree Rocks (Pty) Ltd. |
| 16.2. Legal status: | Private limited liability company |
| 16.3. Registration number: | 2018/072660/07 |
| 16.4. Director: | Allan Davids & Chris Maree |
| 16.5. Description of main business: | Online Software as a Service ("SaaS") |
| 16.6. Telephone number: | + 21 650 2763 |
| 16.7. Email address: | contact@registree.io |
| 16.8. Website address: | registree.io |
| 16.9. Physical address: | 1st Floor, Block B, North Park, Black River Park, 2 Fir Street, Observatory, Cape Town, 7925, South Africa |
| Postal address: | 1st Floor, Block B, North Park, Black River Park, 2 Fir Street, Observatory, Cape Town, 7925, South Africa |
| 16.10. Registered address: | 1st Floor, Block B, North Park, Black River Park, 2 Fir Street, Observatory, Cape Town, 7925, South Africa |
| 16.11. Membership of any association: | NA |

17. DISPUTE RESOLUTION AND GOVERNING LAW

- 17.1. The user's access and/or use of the Website and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.

- 17.2. Should any dispute, disagreement or claim arise between a user and Registree concerning the use of the Website or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 17.3. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them in order to find a mutually beneficial solution.
- 17.4. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("**AFSA**"), with an arbitrator selected by Registree. Arbitration proceedings shall be conducted in Cape Town in English.
- 17.5. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 17.6. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

18. TERMINATION OF USE OF WEBSITE OR SERVICES

- 18.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, REGISTREE RESERVES THE RIGHT TO TERMINATE AND PROHIBIT YOUR USE OF THE WEBSITE AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT REGISTREE GIVES REASONABLE NOTICE TO YOU.**
- 18.2. You may terminate your use of the Services/Website at any time by de-registering from the Website and no longer using the Services. Same termination does not have any effect on a party's obligations accrued prior to termination (such as the need for a party to pay a Fee to Registree).

19. NOTICES AND SERVICE ADDRESS

- 19.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 19.1.1. in the case of Registree, at of 1st Floor, Block B, North Park, Black River Park, 2 Fir Street, Observatory, Cape Town, 7925, South Africa; or
 - 19.1.2. in the case of the user, at the e-mail and addresses provided by the user to Registree via the Website and/or as recorded in the user's Profile.
- 19.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 19.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

20. GENERAL

- 20.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless

reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

- 20.2. No indulgence, leniency or extension of time granted by Registree shall constitute a waiver of any of Registree's rights under these Terms and, accordingly, Registree shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 20.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 20.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 20.5. The user's access and/or use of the Website and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 20.6. Should you have any complaints or queries, kindly address an email to Registree at business@registree.io of same.
- 20.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Registree in relation to the payment failure or breach.
- 20.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 20.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 20.8.