END USER LICENCE AGREEMENT

Of

RESOLUTE EDUCATION (PTY) LTD

(Registration Number: 2018/064313/07)

a company duly incorporated in terms of the Company Laws of the Republic of South Africa,

and with its registered address situated at

Office 8, 1st Floor, The Aviary, 60 Glenwood Road, Lynnwood Glen, Pretoria, 0081

("The Licensor")

(+27) 67 609 0699

info@resolute.education

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1. PARTIES

The Parties to this Agreement are:

1.1 The User; and

1.2 The Licensor.

2. DEFINITIONS

2.1 In this Agreement, unless the context clearly indicates a contrary intention, the following expressions have the following meanings and cognate expressions shall have corresponding meanings:

2.1.1 **"Agreement"** means this End User License Agreement and all its annexures and schedules, as may be updated and/or amended by the Licensor from time to time on the Platform;

2.1.2 **"Commencement Date"** means the date upon which the User subscribes and starts to make use of the Platform, which will also be the date upon which the User effectively accepts the terms and conditions of use of the Platform as more fully set forth in this Agreement;

2.1.3 **"Confidential Information"** means any and all information, documentation or knowledge of confidential or proprietary nature, in whatever form and of whatever nature, not generally known to the public, disclosed to, or which may be obtained directly or indirectly by

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a Party, or which may be derived in any way by it as a consequence of the performance under this Agreement, including, without limitation:

2.1.3.1 information relating to the a Party's Products and Services; Software; Platform, inventions, improvements; standards, specifications, systems, methods and operating procedures;

2.1.3.2 techniques and modes of manufacturing, compounding or preparing the Products, merchandising, marketing plans and strategies;

2.1.3.3 tests and reports; profits, costs, pricing, product sourcing and sales policies and strategies;

2.1.3.4 buying habits and preferences of present customers as well as prospective and potential customers, their names and addresses; '

2.1.3.5 trade secrets, know-how, data, research and development; patents, trade marks, copyright, industrial design;

2.1.3.6 all other Intellectual Property and proprietary rights; and

2.1.3.7 shall also include the terms of this Agreement;

2.1.4 **"Documentation"** means such documentation describing the Software and its technical and functional specifications, together with its user documentation as may be made available by the Licensor from time to time for the use of the Platform, the Products and Services.

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2.1.5   **"Fees"** means the Fees (including Maintenance Fees) and expenses payable by the User to the Licensor as communicated via the Platform as at the Signature Date, or as may be amended and updated by the Licensor on the Platform from time to time;

2.1.6   **"Force Majeure"** means any material event beyond the control of the Party claiming occurrence of Force Majeure, which occurrence could not have reasonably been foreseen; and which, despite the exercise of diligent efforts, could not be prevented, limited or minimised, including but not limited to war (declared or not), revolution, riot, strikes (except strike by or affecting employees of either Party, which strikes are not part of or directly related to any more wide spread or general strike or other industrial action), insurrection, civil commotion, invasion, armed conflict, hostile action or foreign enemy acts of terrorism, sabotage, radiation, or chemical contamination, acts of God, natural disaster, plague, serious epidemic or pandemic, official declared state of emergency, embargoes, sanctions, or law, global shortage of raw or other materials or non-availability of transport facilities, orders, restrictions, or sanctions imposed by any government or governmental authority (including the United Nations Organisations) or by Force Majeure of any description whether or not of the specific nature indicated above;

2.1.7   **"Educational material"** means the textbooks, teaching material and training sessions and development offered with the Kits, as more fully communicated to the User via the Platform as at the Signature Date, or as may be amended and updated by the Licensor on the Platform from time to time;

2.1.8 **"Intellectual Property"** means any and all rights of the Parties in relation to its Intellectual Property and Software, in its widest terms as defined and in terms of the Intellectual Property Laws of the Republic of South Africa, and if applicable anywhere else in the world, including but not limited to: (i) patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and email address names), (ii) unregistered trade marks and service marks, copyrights, know-how, trade secrets, methodology, database rights, rights in the design and inventions and (iii) rights of the same or similar effect and nature as those as set out as herein above, in each case and any jurisdiction in relation to the Products, Services, Software and Platform, or of any other nature whatsoever;

2.1.9 "**Intellectual Property Rights**" means any and all rights of a Party in relation to its Intellectual Property;

2.1.10 **"Kits"** means the robotic kits and all components thereto, together with the Educational Material, offered by the Licensor, as more fully communicated to the User via the Platform as at the Signature Date, or as may be amended and updated by the Licensor on the Platform from time to time;

2.1.11 **"License"** means the License granted by the Licensor to the User for the use of the Platform, alone or in combination with its Products and/or Services.

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2.1.12   **"Maintenance Fees"** means the fees payable to the Licensor for ongoing support of the existing Products and Software, together with the upgrades, updates, Modifications, corrections, work arounds and replacements offered by Licensor and as amended from time to time;

2.1.13   "**Parties**" means collectively, the Licensor and the User, and "**Party**" shall mean anyone of them as the context may require;

2.1.14   **"Platform"** means the electronic platform (Learning Management System or LMS) used to access the Licensor's Software and Educational Material that accompanies its Products and Services;

2.1.15   "**POPIA**" means the Protection of Personal Information Act No. 4 of 2013, as amended from time to time;

2.1.16   **"Products"** means the Kits, Educational Material, the Software and any other License or products offered by the Licensor, as communicated to the User via the Platform as at the Signature Date, or as may be amended and updated by the Licensor on the Platform from time to time, including any and all Services relating thereto from time to time;

2.1.17   "**Services**" means the services to be provided by the Licensor to the User in respect of the Products or Services as is more fully specified and communicated to the User via the Platform as at the Signature Date, or as may be amended and updated by the Licensor on the Platform from time to time;

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2.1.18 **"Signature Date"** means the date upon which the User signs up for the use of the Products and/or the Services via the Platform, and signals to the Licensor its acceptance of the terms and conditions of use of the Platform;

2.1.19 **"Software"** means the applications and/or computer programmes developed or to be developed and installed by the Licensor in combination with or in relation to its Products and its technical and functional specification; including any one or more modules, all upgrades and enhancements thereof and the Documentation.

2.1.20 **"Termination Date"** means the date of termination of this Agreement in accordance with clause 16 of the Agreement;

2.1.21 **"User"** means any person who subscribes for the use of the Platform;

3. INTERPRETATION

3.1 In this Agreement:

3.1.1 the headings are for reference purposes only and shall not affect the interpretation of any part hereof;

3.1.2 the singular includes the plural and vice versa;

3.1.3 a reference to one gender includes the other gender;

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3.1.4   a reference to a natural person includes a juristic person and vice versa;

3.1.5   Reference to a "Business Day" means any day other than a Saturday, Sunday or an official public holiday in South Africa;

3.1.6   any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

3.1.7   if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;

3.1.8   The rule of construction that clauses must be interpreted against the Party principally responsible for drafting will not apply.

4. RECORDAL

4.1   WHEREAS the Licensor is the sole owner of the Platform;

4.2   WHEREAS the User wishes to receive access to and use of the Platform; and

4.3   WHEREAS the Licensor hereby grants and the User hereby accepts the License for the use of the Platform; and

4.4   WHEREAS the Licensor wish to regulate the User's use of the Platform in terms of the terms and conditions set forth in this Agreement.

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NOW WHEREFORE THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

5. LICENSE & PERMITTED USE OF THE PLATFORM

The Licensor, hereby grants to the User, and the User hereby accepts, for the duration of this Agreement, a non-assignable, non-transferable, non-exclusive, revocable, License, to use the Platform, or any Software provided by Licensor as replacement or upgrade Software to substitute or to be used in conjunction with the Products and/or Services accompanying this License, on the terms and conditions of this Agreement.

6. RESTRICTIONS FOR USE OF THE PLATFORM

6.1   The User accepts the License granted to it and acknowledges that it obtains no rights of ownership of the Platform whatsoever.

6.2   The User shall not use (or assist others in using) the Platform:

   6.2.1   to violate, misappropriate, or infringe rights of the Licensor or the rights of any third party, including the right to privacy, Intellectual Property, or other proprietary rights;

   6.2.2   in a manner which is illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive or to instigate or encourage conduct that would be illegal or otherwise inappropriate;

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6.2.3   to publish any falsehoods, misrepresentations, or misleading statements;

6.2.4   to impersonate any third party or the Licensor;

6.2.5   to send illegal or impermissible communications, such as bulk messaging, auto-messaging, auto-dialling, and the like;

6.2.6   to obtain material knowingly containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software.

6.2.7   for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts or to commit any acts that would be regarded as unlawful in terms of the Cyber Crimes Act No. 19 of 2020, as amended, or any similar act regulating such unlawful acts.

6.2.8   in any other way that is not specifically permitted in terms of this Agreement.

6.3   The User may only access and use the Platform and Software as contemplated herein and may not perform any action of any nature whatsoever in respect of the Platform and Software unless specifically authorised herein.

6.4   The User may not permit any other unauthorised person to directly or indirectly use the Software, the Platform or its account for any reason and in any manner

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whatsoever and may not access the account of another person. The User may only register and operate a single account on the Platform at a time, unless otherwise agreed to in writing by the Licensor.

6.5   The User agrees not to access the Software and/or the Platform by any other means than through the interface provided by the Licensor or in any manner which adversely affects the functioning of the Platform or affects other persons' ability to access the Platform, and not to intercept, monitor, damage or modify any communication of any user of the Platform and/or Software for any reason whatsoever, and will not do anything to compromise the security or integrity of the Platform and/or Software or engage in any activity which interferes with or disrupts the Platform and/or Software or the servers or networks on which it is hosted.

6.6   The User may not sublicense or otherwise transfer the use of the Platform or the Software whether in whole or in part, to any unauthorised third party, provided that this does not preclude the granting of rights to use of the Platform and/or the Software to permitted users as agreed to by the Licensor.

6.7   Except as permitted by applicable law and this License, the Platform and/or the Software may not (in whole or in part) be reverse engineered, disassembled, modified, rented, leased, loaned, distributed, or the like and/or used to create derivative works or otherwise to attempt to derive the source code or programming of the Platform and/or the Software, or any part or portion thereof, on any files contained or generated by the Platform and/or the Software.

6.8   The Licensor shall provide Documentation for the Platform and/or the Software and shall update the Documentation as needed from time to time. The User

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shall have the right to reproduce and distribute such Documentation to its permitted users for purposes of its operations and as permitted under this Agreement.

7. RELATIONSHIP OF THE PARTIES

7.1 The relationship of the Parties (*inter se*) shall be governed by the terms of this Agreement and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement or the like between them or to constitute one Party being the agent of the other for any purpose.

7.2 No Party shall by reason of the actions of any of the other Party incur any personal liability to any third Party and no Party shall be entitled to authorise, represent or to hold out to any third Party that the relationship between the Parties is that of a partnership, joint venture, agency or the like as aforesaid.

8. DURATION

This Agreement shall commence on the Commencement Date and shall terminate on the Termination Date.

9. PRODUCT SUPPORT AND MAINTENANCE

The User shall be entitled to Software support and maintenance, subject to the payment of the prescribed Maintenance Fees, if and as applicable.

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10. FEES AND PAYMENT

10.1 The User shall make a once-off payment to the Licensor for the Fees and charges as communicated to the User via the Platform as at the Signature Date, or as may be amended and updated by the Licensor on the Platform from time to time, as consideration for the License to use the Platform and the Software and for the maintenance of the Platform and the Software, as granted in this Agreement.

10.2 Payment shall be effected through the Licensor's designated payment gateway via the Platform.

10.3 The Licensor shall issue an invoice to the User upon request by the User.

10.4 The Fees and charges payable in terms of this Agreement are exclusive of Value Added Tax (VAT), which shall be paid in addition to the Fees and charges stipulated herein, unless expressly indicated otherwise.

10.5 The Fees payable in terms of this clause 10 shall be subject to an annual increase levied at the sole discretion of the Licensor, and will communicated to the User via the Platform from time to time.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 No copyrights, trademark rights, or any other Intellectual Property Rights in and to the Products and the Software, or any copies that are authorised by this

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License, are hereby granted to the User. The User acknowledges that it has no right, title or interest therein except as expressly granted in this Agreement.

11.2 The User shall not infringe or cause any third party to infringe any Intellectual Property Rights of the Licensor and the User shall not alter, remove, cover or otherwise interfere with copyright notices or other proprietary notices, trademarks or labels that appear on the Software, data media, written documents, promotional packaging, or materials in relation to the Products and Documentation supplied by Licensor.

11.3 The Intellectual Property Rights in and to the Software, its body of content, its deployment strategies and approaches are and will remain the sole property of the Licensor.

11.4 All developments, improvements and enhancements to the Software, in terms of this Agreement or otherwise, shall vest in the Licensor.

11.5 All information relating to User or any entity or individual associated with the User or their operations and all material developed by User shall remain the exclusive property of User.

12. WARRANTY

12.1 Licensor hereby warrants that:

12.1.1 The Software will not infringe any patent, design, copyright, or proprietary right or Intellectual Property Right of any third party.

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12.1.2 It has full authority to enter into this Agreement and that this Agreement is not in conflict with any other agreement to which the Licensor is a party or by which it may be bound;

12.1.3 The Licensor has the right to grant the License hereunder, and the User will have the License to use the Software, free and clear of any liens, claims, encumbrances, and other restrictions, in accordance with the provisions of this Agreement.

12.1.4 The User's use of the Software will not be interrupted or otherwise disturbed by Licensor, or any person, firm or entity asserting a lawful claim under or through the Licensor;

12.1.5 All services performed by the Licensor or its agents shall be performed in a professional manner, conforming to generally accepted industry best practice standards, by well-trained and properly equipped and qualified personnel and in compliance with all applicable laws and in accordance with the terms of the Agreement.

12.2 Notwithstanding any warranty in respect of the Product or the Software, the Licensor does not warrant against, any fault or error caused as a result of:

12.2.1 Causes that are external to the Software or otherwise beyond Licensor's reasonable control, including, without limitation, Force Majeure, natural disasters, fire, smoke, water, earthquakes, lightening, electrical power fluctuations or failures, or hardware or software not provided by Licensor;

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12.2.2 The Software being neglected, misused, or otherwise used in a manner not in compliance with this Agreement;

12.2.3 The Software not being properly installed (other than by Licensor or a person nominated by Licensor);

12.2.4 Any modification or attempted modification of the Software (other than by Licensor or a person nominated by Licensor); or

12.2.5 Failure or refusal by the User to implement corrections, updates, enhancements, new releases, or other modifications to the Software that Licensor has provided.

12.3 Except as specifically agreed under this Agreement, the Licensor disclaims all other warranties, express or implied, including any warranty of satisfactory quality, merchantability or fitness for a particular purpose. Licensor does not represent that the Products and Software are error free or operate without interruption.

12.4 The User warrants that it shall not breach any of the restrictions contemplated by clause 6 above. Any such breach by the User shall trigger the right of termination by the Licensor contemplated by clause 16.

13. INDEMNIFICATION

13.1 The Licensor shall, in its sole discretion, either defend or settle, at its own cost, any legal claim that is brought or threated against Licensor or User on the basis of the alleged infringement of any patent, copyright, trademark, trade secret or

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other Intellectual Property Right of a third Party as a consequence of the use of the Products and Software.

13.2   The Licensor will reimburse the User for all costs and damages that are finally awarded against User in connection with any such legal dispute provided that:

13.2.1   User notifies Licensor in writing of any such alleged claim without undue delay; and

13.2.2   User authorises Licensor to defend, settle or otherwise manage the defence of any such claim; and

13.2.3   User provides Licensor with all relevant information and reasonable support.

13.3   The Licensor shall as far as reasonably possible replace the infringing Software or Product with other Software which operates substantially in accordance with the Documentation or alter the infringing Software while ensuring it operates substantially in accordance with the Documentation.

14. LIMITATION OF LIABILITY

14.1   The User's use of the Platform is entirely at the User's own risk.

14.2   The Licensor undertakes to ensure to the best of its ability that the Platform is made available to the User in a safe, secure and reliable manner.

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14.3 The Licensor shall take reasonable care to prevent harm and loss to the User, but although the Licensor takes reasonable care to prevent harm or loss to the User, the Licensor shall not be held liable for any kind of loss or damage the User may suffer, including direct, indirect, special, incidental or consequential loss and/or damages, because of the User's use of, or inability to use, the Platform, unless such loss and/or damage arose because of the Licensor's gross negligence or intent.

14.4 In addition to the above, the Licensor is not liable for the following (except where such loss or damage is caused by the Licensor's gross negligence or intent):

    14.4.1 Any loss or damage, which User or any other party may suffer due to unauthorised interception and/or monitoring;

    14.4.2 Any loss or damage if the User didn't take reasonable steps to safeguard the User's access codes and/or followed the steps recommended by the Licensor from time to time;

    14.4.3 Late or delayed transactions and/or actions;

    14.4.4 Loss or damage arising from the unauthorised use of the Platform including where a the User exceeds its authority;

    14.4.5 The Licensor shall not be responsible for any errors or delays in communication systems outside of the Licensors control.

14.5 Subject to applicable laws, the Licensor shall not have any liability whatsoever in relation to the User's use of the Platform. The User hereby indemnifies the

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Licensor against any loss and/or damage, whether direct or indirect, arising from the User's use of or reliance on the Platform or, or any actions or transactions resulting therefrom, even if the Licensor have been advised of the possibility of such loss and/or damage.

14.6   In addition, the User agrees that the Licensor will not be liable for any unavailability, interruption, downtime, malfunction, or failure of the Platform, for any reason whatsoever or any consequential loss and/or damage of any nature and/or reason whatsoever.

14.7   The Licensor's total liability to User for general or direct damages for breach of this Agreement or for any wilful or negligent misconduct or omission arising from this Agreement whether arising out of or relating to this Agreement for any cause or claim whatsoever, and regardless of the form of action, whether in contract, delict, or otherwise, will be limited to the total aggregate amounts paid to it by the Licensor pursuant to this Agreement during the 3 (Three) month period preceding the date on which the relevant cause of action first arose. Such maximum amount shall be a total aggregate amount for all claims thus arising.

14.8   Neither Party shall be liable to the other party for any amounts representing loss of profit, loss of business, goodwill, special, incidental, indirect, consequential, exemplary, or punitive damages of the other Party, including costs or damages related to system or Software downtime, loss of data, or development, production or work stoppages or delays, or for any other reason however arising.

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14.9   The limitation of liability set forth herein above shall not limit the liability or hold harmless for breach of Intellectual Property Rights or Confidentiality provisions obligations in terms of this Agreement.

14.10   The Licensor will not be responsible for:

14.10.1 Any modification or improvement to the Products or Software by User to fit the particular requirements of User*;*

14.10.2 The correction of any data errors resulting from modifications or enhancements by User where such modifications or enhancements were not approved by Licensor; or

14.10.3 The correction of any data errors as a result of misuse of the Products and Software by User.

15. BREACH OF CONTRACT

15.1   Notwithstanding any other provisions in this Agreement, should either Party commit any breach of any term or condition of this Agreement and fail to remedy such breach within 7 (seven) days of receipt of a notice from the other calling upon the defaulting Party to rectify such breach, the other Party shall, without prejudice to any other rights which it may have, be entitled to:

15.1.1   claim specific performance in terms of this Agreement and claim for damages; or

15.1.2   immediately cancel this Agreement and claim for damages; or

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15.1.3   apply any such other relief and/or urgent relief, or as the case may be.

16. TERMINATION

16.1   The Licensor may, in its sole discretion, at any time, suspend or terminate the Platform and/or related Software, Products and Services, in which event this Agreement shall terminate.

16.2   The User may terminate the Agreement by deregistering from the Platform and unsubscribing for the use of the Products and/or Services, subject thereto that certain payment obligations may survive such termination.

16.3   This Agreement shall terminate upon termination of the User's use of and access to the Platform through any of the following events:

16.3.1   Termination of the Platform by Licensor;

16.3.2   Termination of the Products and/or Services by Licensor;

16.3.3   Termination of the User's use of the Platform, Products or Services, as the case may be, by Licensor;

16.3.4   De-activation of a User's profile from the Platform by the User;

16.4   The right to terminate is not exclusive and will not detract from any other rights that an aggrieved Party may have.

16.5   Upon termination of this Agreement for any reason:

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16.5.1 Any License granted pursuant to this Agreement shall automatically and simultaneously terminate;

16.5.2 The User, its employees, and related persons shall immediately discontinue the use of the Software and/or the Platform and any other Confidential Information and shall return all originals or copies in is possession to Licensor or otherwise provide Licensor with satisfactory evidence of their destruction;

16.5.3 Any and all remaining unpaid Fees or outstanding obligations under this Agreement shall become immediately due and payable to Licensor upon written notice.

16.5.4 Any Fees paid in advance will not be refunded.

16.6 Notwithstanding the termination or expiration of this Agreement all rights and obligations of the Parties in terms of any clause of this Agreement, which by their nature survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

17. CONFIDENTIALITY

17.1 For the purposes of this clause any person disclosing Confidential Information shall be referred to as "the discloser" and any person receiving Confidential Information shall be referred to as "the recipient". For the purposes of this clause the phrase "personnel" or "employees" shall be deemed to include directors, personnel, agents, sub-contractors, consultants, or other

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representatives of the recipient. Any breach of confidentiality by such persons shall be deemed to also be a breach of confidentiality by the recipient.

17.2   All Confidential Information, disclosed or made available by one Party to the other in connection with this Agreement, whether furnished verbally or in writing or in computer language, and whether marked with proprietary legend or not, shall constitute confidential, proprietary information of the discloser, provided that there shall be excluded from such information any information which is, at the time of disclosure, already in the public domain otherwise than by breach of this Agreement or which was within the recipients knowledge prior to the disclosure thereof otherwise than by breach of any confidentiality requirements, or any Confidential Information which is required to be disclosed to any authority or party as prescribed in terms of law.

17.3   The recipient shall at all times, unless otherwise agreed in writing by the discloser, hold the Confidential Information furnished by the discloser in the strictest confidence and shall use such Confidential Information solely for the purposes of performing under this Agreement. The recipient and its employees shall not copy or reproduce the Confidential Information, in whole or in part, by any method whatsoever.

17.4   The recipient shall disclose such Confidential Information and the reports only to its own employees and professional advisers who will of necessity require it as a consequence of the implementation of this Agreement , provided that prior to any such disclosure, such employees and professional advisers are made aware of the confidential proprietary nature of such Confidential Information and undertake in writing in favour of the discloser to be bound (*mutatis*

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mutandis) by the provisions of this clause or are bound by equivalent obligations of non-disclosure.

17.5   Furthermore, it is agreed by the Parties that any of the Confidential Information shall not be disclosed to any third party unless otherwise agreed to.

17.6   This Agreement will not preclude disclosure by a Party of the Confidential Information of the other Party as required by applicable law or pursuant to valid court order or other directive provided the disclosing Party has, unless prohibited by law from doing so, provided to the other Party prompt notice of such legal requirement, order, or directive so as to enable the other Party to interpose appropriate objections thereto.

17.7   The recipient shall return all originals or copies of the Confidential Information held in its possession to the discloser on termination of this Agreement or shall destroy such information to the satisfaction of the discloser.

18. DISPUTE RESOLUTION & ARBITRATION

18.1   Any material breach of this Agreement, or any dispute, difference or question which may arise at any time hereafter between the Parties regarding the true construction and/or interpretation of this Agreement or any other rights and liabilities of the Parties hereto shall, unless otherwise herein expressly provided, be resolved as follows:

18.1.1   The Parties shall, in good faith, firstly try and amicably resolve this matter by and between them, failing such resolution, either Party may

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refer the matter to arbitration in accordance with the requirements set out herein below;

18.1.2   The arbitrator shall be appointed by the Parties by mutual agreement, and failing such agreement, the arbitrator shall be appointed by the Chairperson for the time being of the Pretoria Society of Advocates.

18.2   The Arbitrator shall be a Counsel with at least 15 (fifteen) years' experience;

18.3   The arbitration shall be held in Pretoria, Republic of South Africa;

18.4   The arbitration shall be held in accordance with the Uniform Rules of Court as amended, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid to the Arbitration Act, 1965, of the Republic of South Africa and any statutory modification or re-enactment thereof;

18.5   The arbitrator shall be entitled to:

18.5.1   investigate or cause to be investigated any manner, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;

18.5.2   decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of the Agreement, and

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18.5.3   make such award, including but not limited to an award for specific performance, an interdict, damages or a penalty and the costs of arbitration or otherwise, as he in his discretion may deem fit and appropriate.

18.6   The arbitration shall be held as quickly as possible after it is demanded with a view to it being completed within 30 (thirty) days after it has been so demanded;

18.7   This clause is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated;

18.8   The provisions of clause this 18 will not preclude a Party from seeking urgent relief from a Court in appropriate circumstances.

19. FORCE MAJEURE

19.1   If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement as a result of Force Majeure or any other cause or contingency beyond its foreseeable control , the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party.

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19.2 Either Party invoking Force Majeure shall, upon termination of such event giving rise thereto give written notice thereof to the other Party.

19.3 Should such Force Majeure continue for a period of more than 60 (sixty) days then either Party shall be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder.

20. PROTECTION OF PERSONAL INFORMATION ACT

20.1 The User agrees that:

20.1.1 By using the Platform the User expressly agrees to the terms and conditions of use of the Platform as displayed, updated and or amended by the Licensor from time to time; and such consent furthermore also signifies the Users unconditional acceptance and consent for the Licensor to process the User's Personal Information in line with the privacy policy of the Licensor as may be displayed and updated on the Platform from time to time;

20.1.2 the User thereby specifically acknowledges that the User has read and understood the terms and conditions of use of the Platform and also the privacy policy of the Licensor.

21. ADDRESSES

21.1 The Licensor chooses the address below, as its address to which all notices and other communications must be delivered for the purpose of this Agreement

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and its domicilium citandi et executandi ("**Domicilium**") at which all documents in legal proceedings in connection with this Agreement must be served:

21.1.1   If to the Licensor, at:

Physical Address: Office 8, 1st Floor, The Aviary, 60 Glenwood Road, Lynnwood Glen, Pretoria, 0081;

Email: support@resolute.education;

Marked for the attention of: Gareth Thomson; or

Any chat functions or contact functions via the Platform.

21.1.2   **If to the User,** at the address as inserted by the User when registering a profile upon subscribing to the Platform.

21.2   Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address or e-mail address in accordance with the provisions of the clause, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's Domicilium.

21.3   Any Party may, by written notice to the other Parties, change its chosen address or e-mail address to another address or e-mail address, provided that:

21.3.1   the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the addressee in accordance with the provisions of clause 22.4; and

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21.3.2   any change in a Party's Domicilium shall only be to an address which is not a post office box or a poste restante.

21.4   Any notice to a Party contained in a correctly addressed envelope; and

21.4.1   sent by prepaid registered post to it at its chosen address in clause 22.1; or

21.4.2   delivered by hand to a responsible person during ordinary business hours at its chosen address in clause 22.1;

shall be deemed to have been received in the case of clause 22.4.1 on the fifth Business Day after posting (unless the contrary is proved) and, in the case of clause 22.4.2 on the day of delivery.

21.5   Any notice by e-mail to a Party at its e-mail address shall be deemed, unless the contrary is proved, to have been received on the first Business Day after the date of transmission.

21.6   Notwithstanding anything to the contrary contained in this clause, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address or e-mail address as set out in clause 22.1.

22. MISCELLANEOUS

22.1   The User shall not, assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to any other person for any reason

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whatsoever. The Licensor will be entitled to cede, assign or transfer any of its rights and obligations in this Agreement, and shall give the User sufficient notice of such cession, assignment and/or transfer.

22.2   The Licensor is entitled and hereby reserve the right to vary or amend the terms and conditions of this Agreement, and/or any associated policies for the use of the Platform, from time to time, and in its sole discretion.

22.3   Any such amendments will be communicated via the Platform from time to time.

22.4   Each time that the User uses the Platform, after the Licensor has amended the terms and/or policies, the User will be notified that such amendments have taken effect, and if the User continues to use the Platform thereafter, the amended terms and policies will immediately be effective and binding on the User.

22.5   Any relaxation, indulgence or delay (collectively referred to as "Indulgence") by the Licensor in exercising, or any failure to exercise, any right under this Agreement, shall not be construed as a waiver of that right and shall not affect the ability of the Licensor subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against the User or any other person).

22.6   The waiver of any right by the Licensor under this Agreement shall only be binding to the extent that the waiver has been reduced to writing and signed by the duly authorized representative of the Licensor.

22.7   Whenever possible, each provision of this Agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any

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provision of this Agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall be severable and shall not affect the validity or enforceability of any other provisions of this Agreement, all of which shall remain in full force.

22.8   This Agreement will be governed, interpreted, construed and implemented in accordance with the laws of the Republic of South Africa and the User agrees to the jurisdiction of the courts of South Africa.

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