

Backit

ONLINE BACKUP

CUSTOMER AGREEMENT

Pursuit IT Solutions cc

This Agreement in plain language	
Who we are	Pursuit IT Solutions cc ("Pursuit Solutions"), a South African close corporation, provides the Backit online backup and related services.
What you pay	You pay the fees for your chosen plan. Some plans bill in advance; usage above your plan is billed extra. Full payment is due within 30 days of invoice.
Renewals & cancelling	Subscriptions renew automatically. We will remind you 40 to 80 business days before each renewal. You can cancel at any time on 20 business days' written notice (a reasonable cancellation charge may apply for early cancellation of a fixed term).
Your data	We protect your data and comply with POPIA. Some data may be stored outside South Africa. You remain responsible for keeping your own copy of important data.
If something goes wrong	Our liability is limited as set out below, but nothing in this Agreement removes rights you have under the Consumer Protection Act or other law that cannot be excluded.
The law that applies	This Agreement is governed by South African law and disputes are dealt with by the South African courts.
Note	This summary is for convenience only and is not part of the binding terms. The numbered clauses below govern.

This Customer Agreement is entered into by Pursuit IT Solutions cc ("Pursuit Solutions", "we", "us" or "our") and the person or entity agreeing to these terms ("You" or "Your") and consists of (a) the terms contained herein, (b) the Additional Terms (as defined below), and (c) any Pursuit Solutions Order (as defined below) (collectively, this "Agreement"). This Agreement governs Your use of the Pursuit Solutions Service Offerings (as defined below).

BY EXECUTING A PURSUIT SOLUTIONS ORDER THAT REFERENCES THIS AGREEMENT, USING PURSUIT SOLUTIONS SERVICE OFFERINGS OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY IT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY, AND YOU AGREE TO THIS AGREEMENT ON ITS BEHALF. IF YOU DO NOT HAVE THAT AUTHORITY, OR DO NOT AGREE TO THIS AGREEMENT, DO NOT EXECUTE AN ORDER, CREATE AN ACCOUNT, USE THE SERVICE OFFERINGS OR OTHERWISE INDICATE ACCEPTANCE.

YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE CLAUSES THAT LIMIT RISK OR LIABILITY OR THAT MAY OPERATE TO YOUR DISADVANTAGE, WHICH ARE PRINTED IN BOLD OR CAPITALS IN THIS AGREEMENT (INCLUDING SECTIONS 8, 9 AND 10). NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT OR EXCLUDE ANY

LIABILITY OR RIGHT THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED, INCLUDING UNDER THE CONSUMER PROTECTION ACT 68 OF 2008 (THE "CPA") WHERE IT APPLIES TO YOU.

1. Definitions

1.1 "Account Information" means information about You and Users that You provide to Pursuit Solutions in connection with the creation or administration of Your Account, and may include names, usernames, phone numbers, email addresses and billing information associated with Your Account.

1.2 "Additional Terms" means the following terms and policies: Pursuit Solutions Terms of Service, Privacy Policy, Service Level Agreement, Overage Billing Policy, Hardware Warranty Policy (to the extent applicable), Statement of Support, Third-Party Terms and any other terms and conditions disclosed to You in an Order, through Your online account ("Account") or in connection with accessing any Services, each of which is incorporated by reference.

1.3 "Billing Cycle" means the interval of time from the end of one billing or invoice to the next and is typically one (1) month (for example, 1 April to 30 April); provided that the Billing Cycle for the first month of Your subscription typically reflects fees due from the commencement of Your subscription until the last day of the following calendar month.

1.4 "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by that party from time to time.

1.5 "Confidential Information" means all non-public information that one party or its affiliate (the "Discloser") discloses to the other party (the "Recipient") under this Agreement that is designated as confidential or that, given the nature of the information or the circumstances of its disclosure, reasonably should be understood to be confidential. Pursuit Solutions Confidential Information includes (a) non-public information relating to the technology, customers, pricing, product plans, marketing activities, finances and other business affairs of Pursuit Solutions, its affiliates, suppliers, or licensors, (b) third-party information that Pursuit Solutions is obliged to keep confidential, and (c) the nature, content and existence of any discussions or negotiations between You and Pursuit Solutions or its affiliates. Confidential Information does not include information that (i) is or becomes publicly available without breach of this Agreement, (ii) was known to the Recipient at the time of receipt, (iii) is received from a third party who did not acquire or disclose it by a wrongful or tortious act, or (iv) is independently developed by the Recipient.

1.6 "Content" means software, data, text, files, audio, video or images.

1.7 "Documentation" means Services support material, if any, made available by or on behalf of Pursuit Solutions, which may include product guides, manuals, specifications, and knowledgebase articles, each as updated from time to time.

1.8 "Fees" means (a) applicable fees for each Service as set forth in the Order (as may be adjusted on renewal pursuant to clause 3.8), or, if an Order is not executed or the fees are not set out in the Order, as set out in the then-current Pursuit Solutions price list, (b) applicable fees for Hardware, if any, (c) applicable support fees, (d) transportation fees and related charges, (e)

applicable Excess Usage fees pursuant to the Overage Billing Policy, and (f) all additional fees as mutually agreed by the parties.

1.9 “Hardware” means all computer and computer-related physical equipment, if any, provided directly or indirectly by Pursuit Solutions for use with the Services and/or Software. Hardware includes both Loaned Hardware and Purchased Hardware and excludes Third-Party Hardware.

1.10 “Indirect Taxes” means applicable taxes and duties, including, without limitation, value-added tax (VAT), service tax, excise taxes, sales and transactions taxes, and gross receipts tax.

1.11 “Pursuit Solutions Content” means Content made available by or on behalf of Pursuit Solutions in connection with the Services or on the Pursuit Solutions website at backitonline.com (the “Site”) to allow access to and use of the Services, including without limitation APIs, Documentation, software libraries, templates, and other related technology.

1.12 “Information Regulator” means the Information Regulator (South Africa) established under the Protection of Personal Information Act 4 of 2013.

1.13 “Loaned Hardware” means Hardware provided to You by Pursuit Solutions that is not Purchased Hardware.

1.14 “Losses” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees).

1.15 “Non-Supported Hardware” means Hardware (a) not set out on the list of currently supported models of Hardware, or (b) that has been in service for more than six (6) years, despite its inclusion on the list of currently supported models of Hardware.

1.16 “Order” means (a) a written quote or other ordering document prepared by Pursuit Solutions which is (i) executed or otherwise agreed to by Your authorised representative, or (ii) against which You issue a purchase order; or (b) Your or a User’s registration for and/or purchase of the applicable Services via Your backup Dashboard. Your acceptance of a quote or ordering document, or registration for and/or purchase of Services in accordance with any of the foregoing, constitutes Your execution of the Order for purposes of this Agreement.

1.17 “POPIA” means the Protection of Personal Information Act 4 of 2013, together with its regulations, as amended from time to time. “Personal Information”, “Processing”, “Responsible Party”, “Operator” and “Data Subject” have the meanings given to them in POPIA.

1.18 “Policies” means the Privacy Policy, Website Terms of Use, Terms of Service, all restrictions described in the Pursuit Solutions Content, and any other policy or terms referenced in or incorporated into this Agreement.

1.19 “Purchased Hardware” means Hardware that is sold to You by Pursuit Solutions and for which You have paid in full pursuant to an Order.

1.20 “Resource” means any measurable unit of Service consumption by You and Your Users during a Billing Cycle, which may include, without limitation, storage, seats (i.e. the number of authorised users with access to the Service), and/or compute capacity, as applicable.

1.21 “Service” means each of the software-as-a-service (SaaS) solutions made available by or on behalf of Pursuit Solutions, including those described in the Terms of Service. Services do not

include any Hardware, Third-Party Hardware, or Third-Party Product. Services are typically provided under one or more of the following models:

- (a) “Commitment Plan”: in this model, You commit in advance to purchase a specific quantity of Resources as specified in Your Order(s) (the “Resource Entitlement”) for a defined term and pay in advance of use. You will be billed for the Resource Entitlement (irrespective of actual use) plus any use of the applicable Service in excess of the Resource Entitlement pursuant to clause 3.1; and
- (b) “Consumption Plan”: this model is usage-based, where You are billed in arrears for the applicable Resources actually used during the preceding month.

1.22 “Service Offerings” means the Services, Pursuit Solutions Content, Software, Pursuit Solutions Brand Features, Hardware, and any other product or service provided by or on behalf of Pursuit Solutions under this Agreement. Service Offerings do not include any Third-Party Product or Third-Party Hardware.

1.23 “Service Term” or “Order Term” means, with respect to each subscription for any Service, the Initial Service Term plus any Renewal Term(s).

1.24 “Software” means the software, if any, identified in an Order, as well as other software made available to You under this Agreement by or on behalf of Pursuit Solutions, including any applications, utility programs, and interfaces.

1.25 “Support” means the support services described in the Support Policies, provided by or on behalf of Pursuit Solutions for the applicable Services purchased by You.

1.26 “Support Policies” means the Service Level Agreement, Hardware Warranty Policy, Statement of Support and any other support policies for Services located at <https://backitonline.com/legal>.

1.27 “Suspend” or “Suspension” means disabling or limiting access to or use of the Service Offerings.

1.28 “Termination Date” means the effective date of termination provided in accordance with Section 7, in a written notice from one party to the other.

1.29 “Third-Party Hardware” means all computer and computer-related physical equipment, if any, that You provide or use other than Hardware, and includes all equipment that You purchase, lease, or otherwise obtain from a party other than Pursuit Solutions.

1.30 “Third-Party Product” means any Content made available to You by any third party on the Site or in conjunction with the Services, including any non-Pursuit Solutions-branded software and services licensed to You pursuant to Third-Party Terms. Pursuit Solutions reserves the right to suspend or terminate any Third-Party Product at any time. In the event of a conflict between this Agreement and any Third-Party Terms, the Third-Party Terms will prevail with respect to the Third-Party Product that is the subject of those terms.

1.31 “Trial Period” has the meaning given to it in the Terms of Service.

1.32 “Trial Service” has the meaning given to it in the Terms of Service.

1.33 “User” means any individual or entity authorised by You or on Your behalf to access or use Your Content or the Service Offerings under Your Account.

1.34 “Your Content” means all Content that You or any User (or Pursuit Solutions, when acting on Your instructions) transfers to Pursuit Solutions for Processing, storage, or hosting by the Services in connection with Your Account. Your Content does not include Account Information.

2. Your Rights

2.1 Training. Following Your purchase of a subscription to a Service, Pursuit Solutions will provide You with initial technical training in respect of that Service via webinar or as otherwise agreed by Pursuit Solutions. After the initial technical training has been completed, any further training may be provided by Pursuit Solutions for a fee.

2.2 Support. Subject to the terms of this Agreement, Pursuit Solutions will provide Support to You for the Services in accordance with the then-current Support Policies.

3. Ordering and Payment Terms

3.1 Purchases. By entering into an Order with Pursuit Solutions, You may purchase subscriptions for the right to access and use the Service Offerings, and upgrades to existing subscriptions. Your purchase or upgrade of a subscription includes the right to access applicable Support during the Service Term. If You have been granted the right to use a Trial Service, You may cancel the Trial Service at any time before the end of the Trial Period. Unless You cancel before the end of the Trial Period, Your right to use the Trial Service will automatically convert to a paid subscription to the same Service and You agree to pay the applicable Fees for that subscription.

(a) Commitment Subscription. If You purchase a subscription under a Commitment Plan (a “Commitment Subscription”), Fees due for each Billing Cycle are based on (i) the applicable monthly subscription fees for the Service as set out in Your Order, and (ii) Your and Your Users’ use of the Service in excess of the Resource Entitlement (such as storage, seats, or compute capacity) You are entitled to use under Your Commitment Subscription (“Excess Usage”). Such Excess Usage will be invoiced using the same method described in clause 3.2 below.

(b) Consumption Subscription. Your and/or Users’ use of a Service under a Consumption Plan (a “Consumption Subscription”) constitutes Your agreement to be invoiced for and to pay for all use of that Service rounded up to the applicable pre-configured bundle of Resources (e.g. 10-user packs or 100 GB storage packs) or Resource allocation (e.g. cloud storage or compute capacity units), if any, at the pricing set out in Your Order, or, if not set out there, the standard usage-based pricing for that Service then in effect. Fees due for each Billing Cycle under a Consumption Subscription are determined based on the average daily usage of the applicable Service over the full Billing Cycle. Pursuit Solutions may change the applicable usage-based pricing, and any such change will not take effect until at least thirty (30) days after notice to You.

3.2 Payment. Your right to access and use the Service Offerings is subject to Your timely payment of Fees. Pursuit Solutions will generally issue an invoice for Fees (a) in advance for Services under a Commitment Plan, (b) in arrears for (i) use of Services under a Consumption Plan and (ii) Excess Usage under the Overage Billing Policy, and (c) at the time of Your Order for any other fees due (including purchases of Hardware). Fees for upgrades during a Service Term will be prorated and

typically included in the next Billing Cycle. Full payment is due within thirty (30) days of the invoice date. Payment may be made by debit card, credit card, or electronic funds transfer/debit order, and You must maintain a valid electronic payment method on file with Pursuit Solutions at all times. You authorise Pursuit Solutions to charge Your payment method for all amounts due under this Agreement. Pursuit Solutions' measurement of (i) excess use of Services under a Commitment Plan and (ii) actual use of Services under a Consumption Plan is, absent manifest error, the basis for the calculation of Fees. Usage-based Fees cannot always be invoiced immediately and may be included in a later invoice. Except as expressly set out in this Agreement or required by law (including the CPA), Your obligation to pay Fees is non-cancellable and Fees paid are non-refundable.

3.3 Delinquent Payments. If any payment is more than thirty (30) days past due (including where payment is late due to a card expiration, chargeback or insufficient funds), Pursuit Solutions may, without limiting any other remedy and despite the opportunity to cure in clause 7.3, (a) Suspend all or part of Your and Users' use of the Service Offerings until payment is brought current, or (b) terminate this Agreement and/or any specific Order(s) for breach. Pursuit Solutions may charge interest on overdue amounts at the maximum rate permitted under the National Credit Act 34 of 2005 and the Prescribed Rate of Interest Act 55 of 1975, as applicable. You are responsible for reasonable costs of collection incurred by Pursuit Solutions, including reasonable legal fees on the attorney-and-own-client scale, to the extent permitted by law.

3.4 Taxes. Each party is responsible, as required by law, for identifying and paying all taxes and governmental fees and charges (and any penalties and interest) imposed on that party in respect of the transactions and payments under this Agreement. All Fees are exclusive of applicable Indirect Taxes, customs duties, and tariffs now or later imposed by any governmental authority. Pursuit Solutions may charge, and You will pay, applicable Indirect Taxes that Pursuit Solutions is legally obliged or authorised to collect from You. You will provide such information as Pursuit Solutions reasonably requires to determine whether it must collect Indirect Taxes. All payments by You will be made free of any deduction or withholding unless required by law; if a deduction or withholding is required, You will pay such additional amount as is necessary so that the net amount received by Pursuit Solutions equals the amount then due. Pursuit Solutions will provide such tax forms as are reasonably requested to reduce or eliminate any withholding.

3.5 Invoice Disputes & Refunds. You must submit any invoice dispute before the payment due date. If the parties determine that billing inaccuracies are attributable to Pursuit Solutions, Pursuit Solutions will issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Pursuit Solutions will apply the credit memo to the disputed invoice and You will be responsible for paying the resulting net balance. To the fullest extent permitted by law, You waive any claim relating to Fees unless it is brought within ninety (90) days after the Fee was charged; this does not affect Your rights under the CPA or with Your card issuer.

3.6 Overages. Services under a Commitment Plan are subject to the usage limits specified in this Agreement, the Order, and the Overage Billing Policy. You acknowledge that use of the Services in excess of those limits may result in additional fees and You agree to pay those fees in accordance with the Overage Billing Policy.

3.7 Initial Service Term, Renewals and Cancellation. Your subscription will be in effect for the initial service term (the “Initial Service Term”) specified in the Order or selected in Your Account. For a Consumption Subscription, the Initial Service Term is one (1) month unless otherwise specified. A Trial Service that converts to a paid subscription has an Initial Service Term of one (1) year. Subject to the consumer-protection provisions below, Your subscription renews automatically for successive Renewal Terms each equal to the lesser of (a) one (1) year, or (b) the length of Your Initial Service Term (each, a “Renewal Term”).

(a) Renewal notice (CPA). Where the CPA applies to You, not more than eighty (80) and not less than forty (40) business days before the expiry of the then-current fixed Service Term, Pursuit Solutions will notify You in writing of the impending expiry, of any material changes that would apply on renewal, and of the options available to You (including renewal, conversion to month-to-month, or termination).

(b) Continuation on a month-to-month basis. On expiry of a fixed Service Term to which the CPA applies, the subscription will continue on a month-to-month basis on the same terms (subject to any changes notified under clause 3.7(a) and clause 3.8), unless You have elected to renew for a further fixed term or to terminate.

(c) Your right to cancel. You may cancel (non-renew or terminate) Your subscription at any time on twenty (20) business days’ written notice to Pursuit Solutions at sales@psit.co.za. Where You cancel a fixed-term subscription before the end of its term, Pursuit Solutions may impose a reasonable cancellation charge in accordance with section 14 of the CPA (taking into account the value of the transaction, the value of the goods or services that remain, the duration of the agreement, and the nature of the goods or services), and Pursuit Solutions will credit You with any amount paid in advance that relates to the period after cancellation. For customers to whom the CPA does not apply, cancellation takes effect at the end of the then-current Service Term.

(d) Acceptance of Orders. All Orders, including renewals, are subject to acceptance by Pursuit Solutions in its reasonable discretion.

3.8 Price Adjustment Upon Renewal. On renewal of Your subscription, Pursuit Solutions may adjust the subscription fees by up to five percent (5%) of the then-applicable rate. Any such adjustment will be communicated to You at least thirty (30) days before the renewal date and, where the CPA applies, will be included in the renewal notice under clause 3.7(a). If You do not wish to accept the updated fees, You may cancel Your subscription before the renewal takes effect.

4. Confidential Information

4.1 Obligations. The Recipient will maintain the confidentiality of the Discloser’s Confidential Information with at least the same degree of care it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care. The Recipient will not use the Discloser’s Confidential Information except as required for performance of this Agreement, and will not disclose it except to affiliates, employees, agents, or professional advisors who need to know it and who are bound to maintain its confidentiality on terms at least as restrictive as those in this Agreement. The Recipient will ensure that those persons use the Confidential Information only to exercise rights and fulfil obligations under this Agreement. On termination or

expiry of this Agreement, or earlier on the Discloser's written request, the Recipient will promptly return or destroy the Discloser's Confidential Information.

4.2 Required Disclosure. The Recipient may disclose the Discloser's Confidential Information to the extent required by a competent governmental body, court, or other valid legal authority, provided the Recipient uses commercially reasonable efforts to (a) promptly notify the Discloser in advance of the disclosure, and (b) comply with the Discloser's reasonable requests to oppose the disclosure. Subsections (a) and (b) do not apply where the Recipient determines that complying could (i) result in a violation of the legal order requiring disclosure, or (ii) obstruct a governmental investigation. As between the parties, You are responsible for responding to all third-party requests concerning Your and Users' use of the Service Offerings.

5. Data Protection (POPIA)

5.1 Roles. In respect of Account Information, each party acts as a Responsible Party in its own right. In respect of Your Content that constitutes Personal Information, You are the Responsible Party and Pursuit Solutions acts as Your Operator, Processing such Personal Information only for the purpose of providing the Service Offerings and on Your documented instructions (which include this Agreement and Your configuration of the Services), except where Processing is required by law.

5.2 Security Safeguards. Pursuit Solutions will secure the integrity and confidentiality of Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of, and unlawful access to or Processing of, Personal Information, as required by section 19 of POPIA. You acknowledge that no method of transmission or storage is completely secure and that You remain responsible for configuring the Services appropriately and for maintaining Your own copies of important data.

5.3 Operators and Sub-Operators. Pursuit Solutions will treat Personal Information that comes to its knowledge as confidential, will Process it only with Your knowledge or authorisation, and will not retain it longer than necessary for the agreed purpose. You authorise Pursuit Solutions to engage affiliates and third-party sub-operators to Process Your Content, provided that Pursuit Solutions imposes on each such sub-operator written obligations that are substantially the same as those in this Section 5. Pursuit Solutions remains responsible to You for the acts and omissions of its sub-operators in respect of such Processing.

5.4 Cross-Border Transfers. You acknowledge and agree that, in providing the Service Offerings, Pursuit Solutions may store and Process Personal Information both within and outside the Republic of South Africa, including in data centres located in other jurisdictions. Where Pursuit Solutions transfers Personal Information across borders, it will do so only in accordance with section 72 of POPIA — that is, where the recipient is subject to a law, binding corporate rules or a binding agreement that provides an adequate level of protection substantially similar to POPIA, where You have consented, where the transfer is necessary for the performance of this Agreement, or where another lawful basis in section 72 applies. On request, Pursuit Solutions will provide You with information about the countries in which Your Content may be stored.

5.5 Notification of Security Compromises. Where there are reasonable grounds to believe that Personal Information forming part of Your Content has been accessed or acquired by an unauthorised person, Pursuit Solutions will notify You as soon as reasonably possible after becoming aware of it, so that You (as Responsible Party) can meet Your obligations to notify the Information Regulator and affected Data Subjects under section 22 of POPIA. Pursuit Solutions will provide reasonable cooperation and information to assist You with such notifications. Where Pursuit Solutions is the Responsible Party for affected Personal Information, it will itself notify the Information Regulator and affected Data Subjects as required by section 22.

5.6 Data Subject Rights and Information Officer. Pursuit Solutions will, taking into account the nature of the Processing, provide reasonable assistance to enable You to respond to requests by Data Subjects to exercise their rights under POPIA. Pursuit Solutions' Information Officer may be contacted at sales@psit.co.za. Further detail on how Personal Information is collected, used, and protected is set out in the Privacy Policy, which forms part of the Additional Terms.

6. Suspension

6.1 Generally. Pursuit Solutions may Suspend Your or any User's right to access or use all or any portion of the Service Offerings if Pursuit Solutions reasonably determines that:

- (a) Your or any User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact Pursuit Solutions' systems, the Service Offerings, or the systems or Content of any other Pursuit Solutions customer, (iii) could subject Pursuit Solutions, its affiliates, or any third party to liability, or (iv) could be fraudulent;
- (b) You or any User is in breach of this Agreement, or any User is in breach of the Terms of Service or other applicable terms;
- (c) You fail to take necessary actions as described in the Terms of Service;
- (d) it is required to Suspend to comply with applicable law;
- (e) You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or become the subject of any business rescue, liquidation, sequestration, winding-up, or similar proceeding; or
- (f) Pursuit Solutions wishes to Suspend a Trial Service pursuant to the Terms of Service.

Pursuit Solutions will lift any Suspension once the circumstances giving rise to it have been resolved. At Your request, unless prohibited by law, Pursuit Solutions will notify You of the basis for the Suspension as soon as is reasonably possible.

6.2 Effect of Suspension. If Pursuit Solutions Suspends Your or any User's right to access or use all or any portion of the Service Offerings: (a) You remain responsible for all Fees and charges You incur during the period of Suspension; and (b) You will not be entitled to any service credits under the Service Level Agreement for any period of Suspension.

7. Term; Termination

7.1 Term. This Agreement becomes effective on the earlier of (a) Your execution of an Order, (b) Your or any User's use of any Service, or (c) when You indicate Your acceptance of this Agreement (during Account creation or otherwise) and, unless earlier terminated in accordance with its terms, remains in effect until the date on which Your last active subscription to a Service expires. Any notice of termination must include a Termination Date that complies with the notice periods in this Section 7.

7.2 Non-Renewal / Termination for Convenience. Either party may non-renew (terminate) a subscription in accordance with clause 3.7.

7.3 Termination for Cause.

(a) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and, to the extent the breach is curable (other than a default in payment), it remains uncured for thirty (30) days after written notice from the non-breaching party.

(b) By Pursuit Solutions. Pursuit Solutions may also terminate this Agreement and/or an Order (or any portion of it) immediately on notice to You for cause (i) if Pursuit Solutions has the right to Suspend under clause 6.1(a)–(e), (ii) if the agreement between Pursuit Solutions and a third-party partner who provides software or technology used to provide the Service Offerings expires, terminates, or requires Pursuit Solutions to materially modify the way it provides that technology, or (iii) to comply with applicable law or requests of governmental entities.

7.4 Effect of Termination.

(a) Service Term. On expiry of a Service Term or termination of an Order (or any portion of it): (i) all of Your and Users' rights to the expired or terminated Service Offerings (the "Terminated Service") terminate, and You and Users will not be able to access Your Content in relation to them except as expressly set out in clause 7.4(c); (ii) You remain responsible for all Fees and charges incurred for the Terminated Service through the date of expiry or termination, and for any Fees incurred during the post-termination period described in clause 7.4(c); and (iii) You will return all Loaned Hardware provided in connection with the Terminated Service, with all accessories, in the same condition as provided (less reasonable wear and tear). If Loaned Hardware is not returned in that condition, You agree to pay Pursuit Solutions the fair market value of the Loaned Hardware as at the date of return.

(b) Agreement. On termination of this Agreement: (i) You will return or, if instructed by Pursuit Solutions, destroy all Pursuit Solutions Content in Your possession and cause all Users to do the same; (ii) on request, each party will return or destroy the Confidential Information of the other; and (iii) the following will survive termination: Section 1 (Definitions), clauses 3.2 to 3.8 (in respect of accrued amounts), Section 4 (Confidential Information), Section 5 (Data Protection), clause 7.4, and Sections 8 to 11.

(c) Post-Termination. On termination of this Agreement and/or expiry or termination of an Order (or any portion of it), You may retrieve Your Content in accordance with the Terms of Service. Pursuit Solutions is not responsible for the availability or accessibility of Your Content after the end of the retrieval period set out in the Terms of Service (the "Retrieval

Period"). You are solely responsible for managing the download of Your Content, and Pursuit Solutions will have no liability if You fail to download it before termination or during the Retrieval Period.

For clarity, termination of this Agreement also terminates all Orders. Termination or expiry of this Agreement or any Order does not release You from the obligation to pay all amounts accrued or due and payable to Pursuit Solutions before the effective date of termination or expiry. Save where the CPA applies to You (in which case clause 3.7(c) governs the consequences of early cancellation), where this Agreement is terminated for Your uncured material breach, all amounts payable for the remainder of the then-current fixed Service Term of the affected Orders will become due and payable. For any authorised use of Terminated Services after expiry or termination, the terms of this Agreement apply and You agree to pay the applicable Fees, except for Your authorised access to download Your Content.

8. Disclaimers

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, AND SUBJECT ALWAYS TO CLAUSE 8.2 BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE SERVICE OFFERINGS, HARDWARE, AND THIRD-PARTY PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS; (B) PURSUIT SOLUTIONS, ITS AFFILIATES, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY AND QUIET ENJOYMENT, AND WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE; (C) YOU AND USERS ARE RESPONSIBLE FOR SECURING AND MAINTAINING YOUR OWN BACKUP COPIES OF YOUR CONTENT; AND (D) PURSUIT SOLUTIONS DOES NOT WARRANT THAT THE SERVICE OFFERINGS OR THIRD-PARTY PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THEY ARE SUITABLE FOR COMPLIANCE WITH DOCUMENT-RETENTION OR OTHER LEGAL REQUIREMENTS. YOU ACKNOWLEDGE THAT PURSUIT SOLUTIONS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH FACILITIES, AND PURSUIT SOLUTIONS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR DAMAGE RESULTING FROM SUCH PROBLEMS OR FROM THE USE OF NON-WARRANTIED HARDWARE, NON-SUPPORTED HARDWARE, OR THIRD-PARTY HARDWARE.

8.2 Consumer rights preserved. Nothing in this Section 8 or elsewhere in this Agreement excludes, limits, or modifies any right, implied warranty or guarantee that applies to You and that cannot lawfully be excluded, limited or modified, including the rights of a consumer under the CPA (such as the right under section 56 to goods and services that are of good quality, in good working order and free of defects, and the implied warranty of quality). To the extent that any provision of this Agreement is inconsistent with such a right, that provision does not apply to You.

9. Limitation of Liability

SUBJECT TO CLAUSE 9.2, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PURSUIT SOLUTIONS, ITS AFFILIATES, SUPPLIERS AND LICENSORS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICE OFFERINGS OR THIRD-PARTY PRODUCTS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, PURSUIT SOLUTIONS WILL

NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR OR ANY USER'S INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR AN ORDER, DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR (WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT; (D) ANY UNAUTHORISED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR CONTENT, EXCEPT TO THE EXTENT CAUSED BY PURSUIT SOLUTIONS' BREACH OF ITS SECURITY OBLIGATIONS IN SECTION 5; OR (E) THE USE OF ANY NON-WARRANTIED HARDWARE, NON-SUPPORTED HARDWARE, OR THIRD-PARTY HARDWARE. EXCEPT FOR PAYMENT OBLIGATIONS UNDER CLAUSE 10.2, THE AGGREGATE LIABILITY OF PURSUIT SOLUTIONS, ITS AFFILIATES, SUPPLIERS AND LICENSORS UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID PURSUIT SOLUTIONS FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE.

9.2 Liabilities that cannot be limited. Nothing in this Agreement excludes or limits the liability of either party for (a) death or personal injury caused by its negligence, (b) fraud or fraudulent misrepresentation, (c) gross negligence or wilful misconduct, or (d) any other liability that cannot be excluded or limited under applicable law, including under the CPA. Where the CPA applies to You, the limitations and exclusions in this Section 9 apply only to the extent permitted by the CPA, and Your statutory rights and remedies are not affected.

10. Indemnification

10.1 General. You will defend, indemnify, and hold harmless Pursuit Solutions, its affiliates, suppliers and licensors, and each of their respective employees, officers, directors, and representatives (collectively, the "Pursuit Solutions Indemnified Parties") from and against any Losses arising out of or relating to any third-party claim concerning (a) Your or any User's access to or use of the Service Offerings (including activities under Your Account and use by Your personnel), Non-Warrantied Hardware, Non-Supported Hardware, or Third-Party Hardware, (b) breach of this Agreement or violation of applicable law by You, Users, or Your Content, (c) Your and Users' acts or omissions, or (d) a dispute between You and any User. This indemnity does not apply to the extent the Losses arise from the negligence or wilful misconduct of a Pursuit Solutions Indemnified Party.

10.2 Intellectual Property.

(a) Pursuit Solutions will defend You and Your employees, officers, and directors (collectively, "Your Indemnified Parties") against any third-party claim to the extent based on an allegation that the Services or Pursuit Solutions Brand Features, when used as authorised under this Agreement, infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement. Pursuit Solutions will have no obligation or liability to the extent a claim arises from (i) a combination of the Services or Pursuit Solutions Brand Features with any other product, service, software, hardware, data, method, or content, including Your Content, (ii) use of the Services for a purpose or in a manner not permitted by this Agreement, or for which the Services were not designed, (iii) any modification of the Services or Pursuit Solutions Brand Features not approved in writing by Pursuit Solutions, (iv) Your or any User's use of non-current or unsupported versions of

the Services or Pursuit Solutions Brand Features, (v) breach of this Agreement by any of Your Indemnified Parties, or (vi) any Trial Service. Pursuit Solutions has no liability arising from Your or any User's use of the Services after Pursuit Solutions has notified You to discontinue such use.

(b) You will defend and indemnify the Pursuit Solutions Indemnified Parties against any third-party claim alleging that any of Your Content or Your Brand Features infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) If the Services become, or in Pursuit Solutions' opinion may become, the subject of a third-party infringement or misappropriation claim, Pursuit Solutions may, at its option and expense, (i) procure the right for You to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative. If Pursuit Solutions believes none of these is commercially reasonable, it may Suspend or terminate Your and all Users' right to access and use the impacted Services, and will refund any pre-paid Fees for those Services pro-rated for the remaining Service Term.

(d) The remedies in this clause 10.2 are the sole and exclusive remedies for any third-party claim of infringement or misappropriation of intellectual property rights by the Services, either party's Brand Features, or Your Content.

10.3 Process. The obligations in this Section 10 apply only if the party seeking defence or indemnity (the "Indemnified Party") (a) promptly notifies the other party (the "Indemnifying Party") of the claim in writing, (b) gives the Indemnifying Party sole control over the defence and settlement of the claim, and (c) reasonably cooperates with the Indemnifying Party (at the Indemnifying Party's expense). The Indemnifying Party will not agree to any settlement that requires the Indemnified Party to admit liability or pay money without the Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

10.4 Indemnity for Third-Party Products. To the extent permitted by agreements between Pursuit Solutions and the providers of Third-Party Products, Pursuit Solutions will pass through to You any indemnification rights it receives in respect of Third-Party Products. You acknowledge that Pursuit Solutions is not responsible for the fulfilment of any Third-Party Product indemnity or for issues attributable to use of Third-Party Products.

11. General Provisions

11.1 Publicity. Pursuit Solutions may use Your name and logo on the Site and in marketing materials solely to identify You as a Pursuit Solutions customer, provided such use does not reveal any of Your Confidential Information. Pursuit Solutions will cease such use on Your written request.

11.2 Disputes. The parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement or the Service Offerings (a "Dispute") through senior representatives within thirty (30) days of written notice of the Dispute. If the Dispute is not resolved, it will be submitted to the exclusive jurisdiction of the courts of the Republic of South Africa in accordance with clause 11.3. Nothing in this clause prevents either party from (a) seeking

urgent or interim relief from a court of competent jurisdiction, or (b) referring a matter within the jurisdiction of a small claims court, the National Consumer Commission, the Information Regulator, or any other competent statutory forum. Where the CPA applies, You may also refer a Dispute to the relevant ombud, the National Consumer Commission, or the Tribunal as provided by law.

11.3 Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties consent to the exclusive jurisdiction of the High Court of South Africa (Gauteng Division) in respect of any Dispute that proceeds to litigation, save that Pursuit Solutions may bring proceedings to recover amounts due in any court of competent jurisdiction, including the Magistrates' Court, even where the amount exceeds that court's ordinary jurisdiction.

11.4 Modifications. Pursuit Solutions may modify this Agreement from time to time. If Pursuit Solutions makes any material modification, it will notify You by email to the address associated with Your Account and/or by posting the modified terms at <https://backitonline.com/legal>. The modified Agreement will take effect on Your next subscription renewal following the notice, and (where the CPA applies) any material change will be included in the renewal notice under clause 3.7(a). If You do not agree to the modified terms, You may cancel Your subscription before the renewal takes effect in accordance with clause 3.7(c); Your continued use of the Service Offerings after the modified terms take effect confirms Your acceptance of them.

11.5 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to its subject matter and supersedes all prior and contemporaneous communications, representations, warranties, proposals, and agreements (whether oral or written) on that subject matter, save that neither party excludes liability for fraudulent misrepresentation. The terms at any URL referenced in this Agreement and/or any Order are incorporated by reference. After this Agreement is effective, Pursuit Solutions may provide an updated URL in place of any URL in this Agreement. If there is a conflict between the documents that make up this Agreement, they will control in the following order: the Order, the terms at any URL, and the terms in the body of this Agreement. Any additional or conflicting terms in any purchase order or other document provided by You are rejected and of no effect. Any amendment to this Agreement (other than a modification under clause 11.4) must be in writing, signed by both parties, and expressly state that it amends this Agreement.

11.6 Third-Party Beneficiaries. Pursuit Solutions is a third-party beneficiary of any contract between You and Users with respect to the Service Offerings and is entitled to enforce the obligations in it. Except as expressly provided in this Agreement, no third party has any right to enforce any term of this Agreement.

11.7 Notices.

(a) To You. Pursuit Solutions may provide any notice under this Agreement by (i) posting it on the Site or Dashboard, or (ii) sending a message to the email address then associated with Your Account. Notice by posting is effective on posting; notice by email is effective when sent. It is Your responsibility to keep Your email address current.

(b) To Pursuit Solutions. To give Pursuit Solutions notice under this Agreement, You must do so by personal delivery, overnight courier, or registered or certified post to Pursuit IT Solutions cc, Prism Business Park, Building 1, Ruby Close, Fourways, South Africa, marked for the attention of the Legal Department. Pursuit Solutions may update its address for notice by notice under subsection (a). Notice by personal delivery is effective immediately; notice by overnight courier is effective one (1) business day after sending; notice by registered or certified post is effective three (3) business days after sending.

11.8 Trade Compliance. Each party will comply with all applicable import, export, re-export, and economic sanctions laws and regulations, including those of the Republic of South Africa (such as the International Trade Administration Act 71 of 2002 and any applicable sanctions or export-control measures). You are solely responsible for compliance related to the manner in which You use the Service Offerings, including Your transfer and Processing of Your Content and the geographic region in which any of the foregoing occurs.

11.9 Plain Language and Interpretation. This Agreement is intended to be in plain and understandable language as contemplated by section 22 of the CPA. The plain-language summary at the start of this Agreement is provided for convenience only and does not form part of the binding terms; in the event of a conflict, the numbered clauses prevail. Headings are for convenience only. Words importing the singular include the plural and vice versa. No provision of this Agreement will be interpreted against a party solely because that party drafted it.

11.10 Severability and Waiver. If any provision of this Agreement is held to be invalid, unlawful, or unenforceable, it will be severed to the minimum extent necessary and the remaining provisions will continue in full force. A failure or delay by either party to enforce any provision is not a waiver of that provision or of any other right.

11.11 Assignment. You may not assign or transfer this Agreement or any rights or obligations under it without Pursuit Solutions' prior written consent. Pursuit Solutions may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, on notice to You.

11.12 Force Majeure. Neither party will be liable for any failure or delay in performance (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, load-shedding or power failures, failure of telecommunications or internet infrastructure, government action, civil unrest, or natural disaster.

11.13 Questions. If You have any questions about this Agreement, please contact Pursuit Solutions at legal@psit.co.za.

Revision Date

Last revised 8 January 2026

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