

THESE TERMS AND CONDITIONS CONTAIN TERMS WHICH (A) LIMIT THE LIABILITY OF LEXISNEXIS; (B) CONSTITUTE AN ASSUMPTION OF RISK OR LIABILITY ON YOUR PART; AND (C) IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY LEXISNEXIS.

AS SUCH YOU ARE ADVISED TO READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PROCEEDING TO MAKE USE OF THE SOFTWARE.

1. Definitions

- 1.1 **"Deceased Estates"** means the system, known as Lexis®Deceased Estates;
- 1.2 **"LexisNexis"** means LexisNexis, registration no. 1991/005175/07, a company registered under the company laws of the Republic of South Africa;
- 1.3 **"Matter"** means a file opened and managed by You under and in accordance with the Software in respect of any matter pertaining to a Deceased Estate and matters ancillary to any of the foregoing;
- 1.4 **"The Parties"** means the LexisNexis and "You" the Customer;
- 1.5 **"The Software"** means the Lexis®Deceased Estates software owned by LexisNexis, designed and developed by LexisNexis to assist with the administration process and related tasks and requirements of winding up an estate, and shall include all additions, modifications and enhancements thereto from time to time;
- 1.6 **"This Agreement"** means these "Terms and Conditions" and any accompanying order form;
- 1.7 **"User"** means the System Administrator and any person who is employed by You who has been signed up to use the system, who is your agent and/or who acts or purports to act on your behalf and/or who uses and/or accesses Deceased Estates by using any Password created for your or your firm's use of the software;
- 1.8 **"You"** means the Customer, a natural or juristic person whose name and details appear on the software registration form and, in the case of a juristic person, all its affiliated companies and/or branches.

2. Terms and Conditions

- 2.1 LexisNexis provides you with the use of the Software.
- 2.2 By proceeding to make use of the software (a) you represent to LexisNexis that you have all necessary authority to bind the organisation that you represent to the terms and conditions ("the terms") set out below and (b) you indicate acceptance that both you and the organisation that you represent (referred to collectively further along as "you"), are bound by the terms set out below.
- 2.3 These terms supersede any terms and conditions previously accepted by you in relation to the use of the software.
- 2.4 You acknowledge and agree that in the context of the software LexisNexis acts solely as a service provider and enabler and has no responsibility or liability for the content of information conveyed by the software.
- 2.5 You acknowledge and agree that by using the software certain information relating to transactions with which you are concerned may become available to other users of the software. You further acknowledge and agree that neither LexisNexis nor the software is capable of limiting or controlling how such information may be used by other users.
- 2.6 You acknowledge and agree that you bear the sole and absolute responsibility for determining and verifying the identity and authenticity of any other user of the software with whom you interact in relation to any transaction and that LexisNexis has no responsibility or obligation whatever to determine or ensure the authenticity of any other user or purported user of the software.
- 2.7 You acknowledge and agree that whereas access to the software is made possible by knowledge-based passwords, it is your sole and absolute responsibility to ensure the security and safekeeping of such passwords and LexisNexis shall have no responsibility or liability whatsoever to you should any unauthorised party obtain access to the software by virtue of any password

becoming known to them other than by virtue of LexisNexis failing to adequately secure the software.

- 2.8 You acknowledge and agree that by proceeding to make use of the software you waive all claims of whatever nature and however arising that you may have against LexisNexis arising out of or in connection with your use of the software. Furthermore, you indemnify and hold LexisNexis harmless in respect of all claims of whatever nature and however arising that may be brought against LexisNexis in connection with the use of the software by any third party for whom you act or for the benefit of whom you utilise the software.
- 2.9 You acknowledge and agree that certain of the information communicated through or retained within the software may, subject to the terms of all applicable law, be collated and processed by LexisNexis for commercial purposes.
- 2.10 You undertake to report to LexisNexis all violations of these terms or inappropriate use of the software that may come to your attention.

3. Duration of Agreement

- 3.1 This Agreement shall commence on the date the Software profile is created by LexisNexis and shall remain in force subject to either party's right to terminate the agreement with one calendar months' written notice.

4. Your Obligations

- 4.1 You shall, and shall procure that every User shall, only use and access the software and its content for the purpose of managing Deceased Estates transactions or matters and not for or in connection with any other purpose whatsoever;
- 4.2 You agree that should you suspect unauthorised use of the software then you shall notify LexisNexis promptly and take all reasonable steps as agreed with the LexisNexis to end such unauthorised use.
- 4.3 You shall not be liable for a breach of the terms of this Agreement by any Authorised Users provided that You did not cause, assist or condone the continuation of such breach, and provided also that You notify LexisNexis promptly of said breach.
- 4.4 You shall, at your own cost:
 - i. ensure that all your Users will comply with the provisions of these Rules; and
 - ii. maintain control and possession of all equipment on which the Software is installed, and, if you transfer ownership and/or possession of any such equipment to any person, you shall ensure that all Software is permanently deleted from such equipment.
- 4.5 You agree that you shall not, and shall procure that none of your Users shall:
 - i. copy (other than in terms of these Rules), adapt, translate or reproduce any Software, in whole or in part;
 - ii. permit, whether directly or indirectly, any third party including any subsidiary, associate, director, shareholder, agent, User, representative and/or employee, to do anything which you are prohibited from doing under these Rules;
 - iii. rent, lease, sell, sub-license, assign or otherwise transfer or make available any Software, in whole or in part, to any person or purport to do any of the foregoing;
 - iv. modify, decompile, reverse compile, disassemble, reverse assemble or reverse engineer (or, attempt to do any of the foregoing) all or part of any Software or otherwise do or attempt to derive or print

- any source code of any Software or reduce all or part of any Software to a human readable form;
- v. use and/or develop, directly or indirectly, any software which does or is intended to integrate or interact with, in any way, all or part of any Software; nor
- vi. Distribute to third parties who may not be bound by this Agreement the content of the Software
- vii. use Software in a manner that:
- contravenes any applicable law or regulation;
 - is or could reasonably be expected to be offensive, threatening or defamatory;
 - could expose the software to any harmful code, such as viruses, Trojans, and worms; and/or
 - could subject LexisNexis to potential civil or criminal liability.
- viii. Use any network monitoring or discovery software to determine the architecture of the Software;
- ix. Obscure the LexisNexis's copyright or trademark notices on matter printed from the Software
- x. Distribute any passwords which may be used by it to remotely access the Software to any person who is not an Authorised User;
- xi. Use the Software for any illegal purpose or to transmit and/or distribute any unsolicited promotional or advertising material;
- xii. Use or otherwise export or re-export the Software or its Content or any portion thereof, in violation of any laws of the Republic of South Africa or of any treaty or agreement to which the Republic of South Africa may be a signatory.
- 4.6 You agree that for the duration of this agreement, in completing the details of a Matter, you will not reuse a Matter by deleting the existing information and inserting or replacing with new information. Such use of the Software will be deemed to be fraudulent with the intent to commit billing fraud and subsequently in breach of this agreement, rendering access to the Software immediately terminable.
- 4.7 The above constitutes an acknowledgment of fact by you. You must read the above carefully as this will limit your rights to claim that any statement of account is not true and correct. LexisNexis may also have claims and other rights against you if found to be true.
- 5. Use of Data/Privacy**
- 5.1 "Data protection laws" means all applicable privacy and data protection laws, regulations, orders and other legal requirements. The terms "personal data" and "processing" will have the meanings ascribed to them in the data protection laws, and where the term 'personal information' is used, it will be read as personal data.
- 5.2 You are responsible for the legality of the personal data that you or Users provide to LexisNexis in connection with this agreement. If and to the extent that you or Users provide personal data to LexisNexis for account registration or otherwise, the parties acknowledge that such information will be processed by LexisNexis in accordance with the data protection laws and the LexisNexis privacy policy applicable to the Service at <https://www.lexisnexis.com/global/privacy/privacy-policy.page>, except where LexisNexis is processing such information on your behalf, the terms of the LexisNexis Data Processing Addendum at <https://www.lexisnexis.com/global/privacy/processing-terms.page> will apply.
- 5.3 If and to the extent that you transfer personal data to LexisNexis in a territory outside the originating territory, the parties will be deemed to have entered into the LexisNexis Data Transfer Terms at <https://www.lexisnexis.com/global/privacy/transfer-terms.page> in respect of such transfer, whereby you are the "data exporter," LexisNexis is the "data importer," the optional clauses are omitted, and the content of the applicable annexes corresponds to the respective content of this agreement, unless the parties may rely on an alternative transfer mechanism or basis under the data protection laws.
- 5.4 To the extent that any other person, for example your client, has any rights in or to any data and information contemplated in clause 5.2, then you hereby warrant that such person has granted express written consent for LexisNexis to use such data and information in the manner contemplated in clause 5, and you hereby indemnify LexisNexis against any claim, loss, liability, damage or expense (even if LexisNexis had been advised of or should otherwise be aware of the possibility thereof) arising from, any breach of this warranty.
- 5.5 Notwithstanding the provisions above, LexisNexis shall be entitled to use any information which may be governed by the Privacy Policy and/or the content and details relating to any transactions:
- internally and for the use of any company within its group of companies for statistical and profiling purposes with a view to improving the performance of the system and the related services to be provided in terms of these Rules; and
 - for billing and other internal purposes.
- 5.6 LexisNexis will be deleting data upon request or if not requested, as per the LexisNexis retention policy and schedule; unless otherwise obligated in terms of legislation.
- 6. Content, Exclusions and Disclaimer**
- 6.1 Software updates may be implemented by LexisNexis without notice to You.
- 6.2 The content of the Software is not intended as a substitute for professional advice or judgment or to provide legal or other advice with respect to circumstances.
- 6.3 Every effort is made to keep the content of the Software up to date, but You undertake to obtain independent verification or advice before relying on it in circumstances where loss or damage may result.
- 6.4 **YOU ACKNOWLEDGE THAT YOU USE THE SOFTWARE AT YOUR OWN RISK.**
- 6.5 **TO THE EXTENT PERMITTED BY LAW, LEXISNEXIS EXCLUDES ALL IMPLIED WARRANTIES OF ANY NATURE INCLUDING, AND WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM LATENT AND/OR PATENT DEFECTS.**
- 6.6 **TO THE EXTENT PERMITTED BY LAW, LEXISNEXIS SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE, INABILITY TO USE OR THE NON-AVAILABILITY OF, AND FOR WHATEVER REASON, THE SOFTWARE.**
- 7. Intellectual property**
- 7.1 You agree that:
- save for the limited rights to use the Software as set out in this Agreement, you have no rights to and/or title in, to or in respect of the Intellectual Property and/or the Software, and no Intellectual Property is granted or assigned under this Agreement; All intellectual property rights and other rights in and to the Software belong to LexisNexis; and
 - you shall not at any time, during or after termination of this Agreement, question and/or dispute the ownership of, infringe or prejudice any rights in and to, or take any action to impute that you are the owner of or have any interest in, any the Software and/or Intellectual Property;
 - Users, and any other persons to whom information may have been distributed acquire no proprietary interest in the Software and, except as expressly permitted by this Agreement, may not use any of these in any way that infringes LexisNexis's intellectual property in them.

- 7.2 If during the term of this Agreement you become aware of any infringement or use (save as authorised under this Agreement) of the Software and/or Intellectual Property by any person, then and in such event you shall notify LexisNexis immediately in writing and you shall co-operate fully with LexisNexis in whatever reasonable measures, including legal action, are taken to bring any such infringement or use to an end.

8. Warranties

- 8.1 Every effort has been made to eliminate any errors in the the Software. However, you agree that the Software is, to the extent allowed by law, provided "as is" and, as with any other software, may contain errors. Furthermore, to the extent allowed by law, save as may be expressly set out in this Agreement or otherwise implied by law:
- LexisNexis makes no warranties, either express or implied, in respect of the Software, any Service, any Communications Service and any Third-Party Material; and
 - LexisNexis expressly disclaims any warranty as to the performance of the Software, any Service, any Communications Service and any Third-Party Material and also expressly disclaims all other warranties, including (without limitation) implied warranties of merchantability and fitness for a particular purpose.

The above clause limits and excludes obligations, liabilities and legal responsibilities which LexisNexis will have towards you and also limits and excludes your rights and remedies.

- 8.2 You warrant and undertake that you shall at all times comply with all applicable legal or regulatory requirements and constraints in regard to your access to and/or use of the Software.

9. Limitation of Liability

- 9.1 To the extent permitted by law, LexisNexis and its affiliates shall not have any liability for any consequential, indirect, incidental or special damages (including, but not limited to, any lost revenues or profits) arising out of this Agreement, and the entire liability for any claim arising out of this Agreement, if at all, shall not exceed the amount paid by licensee to LexisNexis for the preceding 12 months prior to the claim arising.

10. Force majeure

- 10.1 To the extent allowed by law, LexisNexis shall not be liable for any default or delay in the performance of its obligations under this Agreement if such default or delay is due to circumstances beyond the reasonable control of LexisNexis, which shall include but shall not be limited to any Act of God, extreme weather or natural disaster, war, terrorism, riot, civil commotion, malicious damage, legislation, strikes or disruption to the internet ("force majeure").
- 10.2 If any default or delay in performance is caused by force majeure, then:
- the performance of the obligations of the Parties relating to such period of force majeure will be suspended during the period of force majeure (without affecting the rights and obligations of the Parties which accrued prior to such period of force majeure); and
 - either Party, acting reasonably, may terminate this Agreement on the giving of written notice to the other Party.

11. Confidentiality

- 11.1 This Agreement contains confidential information belonging to the LexisNexis including but not limited to, pricing information. You acknowledge that this information is received in confidence and agrees not to disclose such information unless required to do so by law. This clause will survive the termination of this Agreement.
- 11.2 You acknowledge and agree that LexisNexis may disclose all and any information provided by you during the course of using the Software in circumstances where

either (a) LexisNexis is obliged to do so by compulsion of law; or (b) where it is necessary or desirable for LexisNexis to do so in circumstances where it is alleged that any fraudulent or unlawful activity has occurred by means of or in relation to, the software or any information obtained by means of the software; or (c) where it is necessary or desirable for LexisNexis to do so in connection with the investigation of any inappropriate use of the software by any user; or (d) where it is necessary or desirable for LexisNexis to do so for the purposes of enforcing any of its rights under these terms.

12. Breach

- 12.1 Should either Party breach any provision of this Agreement and fail to remedy such breach within seven days after receiving written notice requiring such remedy, the non-defaulting Party shall be entitled, without prejudice to its other rights in law including the right to claim damages, to cancel this Agreement and/or the Licence or to claim immediate specific performance of all of the defaulting Party's obligations, whether or not otherwise then due for performance.

13. Law, Jurisdiction and General Clauses

- 13.1 This Agreement shall be interpreted in accordance with the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the South African courts.
- 13.2 All notices in terms of this Agreement served upon a Party must be served at the domicilium citandi et executandi address provided by the Party on the order form to this Agreement.
- 13.3 This Agreement represents the entire agreement between the Parties and neither Party shall have any claim, rely upon any representation or rely upon any warranty arising from any statement not contained in this Agreement.
- 13.4 The failure by either Party to enforce any provision of this Agreement, shall not affect either Party's rights to require the performance of that provision at any time in the future nor shall the waiver of any breach nullify the effectiveness of any provision.
- 13.5 No variation, addition to or cancellation of this Agreement shall be of any force and effect unless reduced to writing and signed by the Parties in handwriting.
- 13.6 You shall not cede any of your rights acquired under this Agreement save as might be provided for in this Agreement.