



TERMS AND CONDITIONS FOR THE SUPPLY OF SOCIAL MEDIA MARKETING SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions, the following definitions apply unless otherwise stated:

'Business Day' means a day (other than a Saturday, Sunday or public holiday) when banks in South Africa are open for business.

'Contract' means the contract between Firefly Digital Solutions and the Client for the supply of Services governed by these Terms and the Order.

'Client' means the individual or business entity who purchases Services from Firefly Digital Solutions and whose details are set out in the Order, or the author who contributes content to appear on our website.

'Force Majeure Event' means an event beyond the reasonable control of either party, including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

'Group Company' means a company which is a subsidiary or holding company of Firefly Digital Solutions, as defined in section 71 of the Companies Act 2008.

'Company' means **Firefly Digital Solutions** a company incorporated in South Africa under company number **0845624250** whose registered office is at: **5 Nice Street, Durbanville, Cape Town, South Africa, 7550.**

'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or



get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

'Order' means the order placed by the Client through online Paypal / Credit Card purchase or by email instruction that an order is to be placed. Together with these terms and conditions the order shall form a binding contract.

'Quotation' means the written quotation prepared by Firefly Digital Solutions which contains its proposals for providing Services to the Clients. Unless a bespoke quotation is prepared, this quotation will be those services and prices displayed on Firefly Digital Solutions website and visible to the Client at the time of order.

'Services' means the services Firefly Digital Solutions will provide to the Client as specified in the Order and as revised on the Firefly Digital Solutions website from time to time, as needed to comply with applicable laws or to more effectively produce business results for our clients.

'Specification' means the description or specification of the Services in the Order, which will usually be as displayed on Firefly Digital Solutions website and visible to the Client at the time of order.

'Terms' means these terms and conditions as updated from time to time by Firefly Digital Solutions.

1.2. Where these Terms use words in their singular form, they shall also be read to include the plural form of the word and vice versa. Where these Conditions use words which denote a particular gender, they shall be also read to include all genders and vice versa.

1.3. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these Terms.



1.4. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. TERMS AND CONDITIONS

2.1. These Terms shall apply to all agreements concluded between the Firefly Digital Solutions and the Client to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or in the course of dealings between the Firefly Digital Solutions and the Client.

2.2. These Terms and the Order may only be varied by express written agreement between the Firefly Digital Solutions and the Client.

3. THE CONTRACT

3.1. The Order constitutes an offer by the Client to purchase the Services in accordance with these Terms. The Client shall ensure that the terms of the Order and any relevant Specification are complete and accurate.

3.2. The Order shall only be deemed to be accepted when Firefly Digital Solutions issues a written acceptance of the Order, or when Firefly Digital Solutions has started to provide the Services having received the Order, whichever happens first, at which point the Contract shall come into existence. Firefly Digital Solutions will be deemed to have started providing the Services on such date as the kick-off call or kick-off meeting with the client took place.

3.3. The Contract constitutes the entire agreement between Firefly Digital Solutions to provide the Services to the Client and for the Client to purchase those Services, in accordance with these Terms.

3.4. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Firefly Digital Solutions which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by Firefly Digital Solutions and any descriptions or illustrations contained in Firefly Digital Solution's brochures, website or advertisements are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between Firefly Digital Solutions and the Client for the supply of Services.

3.5. A Quotation for the supply of Services given by Firefly Digital Solutions shall not constitute an offer. A Quotation shall only be valid for a period of 30 Days from its date of issue.



4. COMPANY OBLIGATIONS AND WARRANTIES

4.1. Firefly Digital Solutions warrants that it will provide the Services as stipulated in the Order using reasonable care and skill to conform in all material respects with the Specification.

4.2. Firefly Digital Solutions shall use all reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the provision of the Services. Firefly Digital Solutions shall not be liable for any delay in delivery of the Services caused by a Force Majeure event or the Client's failure to provide Firefly Digital Solutions with adequate delivery instructions or any other instructions relevant to the supply of the Services.

4.3. Firefly Digital Solutions shall have the right to make any changes to the Services which are necessary to comply with any applicable law.

4.4. Firefly Digital Solutions shall be entitled to use a Group Company, subcontractors or other third-party services for the provision of the Services provided always that Firefly Digital Solutions shall remain liable to the Client for the performance of the Services as if it had carried them out itself.

5. CLIENT'S OBLIGATIONS AND INDEMNITIES

5.1. The Client shall provide the necessary instructions, assistance and technical information to Firefly Digital Solutions, as reasonably required by Firefly Digital Solutions, in sufficient time to facilitate the execution of an Order in accordance with any estimated delivery dates or milestones. The Client shall have sole responsibility for ensuring the accuracy of all information provided to Firefly Digital Solutions and warrants and undertakes to Firefly Digital Solutions that the Client's employees assisting in the execution of an Order have the necessary skills and authority to do so.

5.2. The Client shall be obliged as quickly as possible and within the agreed deadline to comment on and or approve materials provided under the Services, including (without limitation) profile copy, target website readerships and graphic material submitted by Firefly Digital Solutions. In addition, the Client shall be obliged as quickly as possible and within the agreed deadline to implement changes on websites, in IT systems or where it may otherwise be required by Firefly Digital Solutions.

5.3. The Client shall be obliged to inform Firefly Digital Solutions immediately of changes of domain names, websites, passwords, technical setup and any other material information regarding the technical infrastructure which may affect the Services delivered by Firefly Digital Solutions.

5.4. In the event that the Client fails to undertake those acts or provide those materials required under this clause 5 within any agreed deadline (and at least within 15 Business Days of the date requested by Firefly Digital Solutions) Firefly Digital Solutions shall be entitled to invoice for the Services that it has



supplied and the remaining Services specified in the Order whether or not Firefly Digital Solutions has been able to deliver them.

5.5. The Client shall indemnify and keep Firefly Digital Solutions indemnified fully against all liabilities, costs and expenses whatsoever and howsoever incurred by Firefly Digital Solutions in respect of any third parties as a result of the provision of the Services in accordance with the Order, Specification, or the content of the Client's advertising or web pages which result in claims or proceedings against Firefly Digital Solutions for infringement of any Intellectual Property Rights or other proprietary rights of third parties, or for breach of confidentiality or contract or for defamation.

5.6. The Client undertakes to comply with all applicable rules, regulations, codes of practice and laws relating to its use of the Services, including without limitation its obligations under the Data Protection Act 1998 and the GDPR and hereby agrees to indemnify and to keep Firefly Digital Solutions indemnified in respect of any and all costs, claims or proceedings whatsoever brought against Firefly Digital Solutions by any third party in connection with any breach of the same by the Client.

5.7. Firefly Digital Solutions require that prior notice be given for any alterations relating to the Client's social media profile(s) that may affect the services supplied by Firefly Digital Solutions. If alterations are made by the Client or a third party to the Client's profile(s) then performance and brand integrity may be affected and Firefly Digital Solutions cannot be held responsible.

6. PRICES

6.1. Unless otherwise expressly stated, all prices shall be in US Dollar and shall be exclusive of VAT and other duties. In the event that duties are introduced or changed after the conclusion of an Order, Firefly Digital Solutions shall be entitled to adjust the agreed prices accordingly.

6.2. The Client acknowledges that certain Services may involve the licensing of third-party Intellectual Property Rights and that the Client may be required to enter into a licence directly with such third party. Unless otherwise expressly stated, all prices shall be exclusive of costs for the acquisition of Intellectual Property Rights for materials to be included in marketing materials, including if relevant (but without limitation) pictures and licences from third party owners and licensors.

6.3.a All Social Media Packages (Pro / Social / Ultimate) are provided on a monthly or annual subscription basis and the Client acknowledges that subscriptions will be automatically renewed by Firefly Digital Solutions at the end of each term to avoid any interruption to service. The Client may terminate its subscription to the Services in writing giving no less than 10 business days' notice of the termination. Services will continue to be provided until such time as the existing service subscription has been provided in full to the Client (i.e. until the end of the month or year for which the services have already been invoiced or been pre-paid by the client). Social Media Packages are currently offered with a



minimum three-month term - the right to terminate services only comes into effect once this minimum term has been completed.

6.3.b All Lead Generation Packages are provided on a recurring monthly subscription basis and the Client acknowledges that subscriptions will be automatically renewed by Firefly Digital Solutions at the end of each term to avoid any interruption to service. The Client may terminate its subscription to the Services in writing giving no less than 5 business days' notice of the termination. Services will continue to be provided until such time as the existing service subscription has been provided in full to the Client (i.e. until the end of the month for which the services have already been pre-paid by the client). Some Lead Generation services include a guaranteed minimum lead volume per month - which will be the number of people who fill out a lead form exclusively for the client. Where such guarantees are applicable, Social Hire will provide to you in writing the applicable guaranteed minimum lead volume per month when service provision commences. Any variance in this monthly guaranteed lead volume will be communicated to the client in writing by Firefly Digital Solutions.

6.4. Firefly Digital Solutions may from time to time offer discounts for payment by certain preferred payment methods and / or within certain timeframes, as stipulated by Firefly Digital Solutions in its Quotation. Failure by the Client to make payment via the prescribed payment method and within the prescribed timeframes will result in forfeiture of the discount and the Client will become liable to paying the ongoing and outstanding subscription at the full rate.

6.5. Firefly Digital Solutions may from time to time offer referral commissions to partners who introduce new clients to Firefly Digital Solutions. Referral commissions are discretionary goodwill payments rather than legal obligations to pay. Firefly Digital Solutions may defer or annul such goodwill payments at its sole discretion where the financial viability of Firefly Digital Solutions necessitates such actions. Referral commissions will only be payable on new clients who buy subscriptions on which no other referral partners are due a commission. Referral partners are responsible for introducing clients who are financially robust and who will make payment on their subscriptions in a timely and reliable manner. Commissions will only be payable to referral partners when the clients they have introduced all have no outstanding invoices to be paid. Should any client fail to make payment via the prescribed payment method and within the prescribed timeframes at any point then the commissions that would have been payable to the referral partner for all their referred clients shall first be used to make payment on that outstanding debt to Firefly Digital Solutions. If late payment is subsequently secured from the client then the referral fees balance shall be adjusted accordingly to reflect the fact that a commission would then be due.

In the event that more than one referral partner believes they have introduced the new client, Firefly Digital Solutions will decide at its absolute discretion which one of the referral partners has been most instrumental in securing that new client and therefore will be paid the commission. All referral commissions must be claimed and invoiced within 9 months of services being invoiced to our client or



the commission shall be forfeited. The above referral terms and conditions shall supersede any other communication that there may have been between Firefly Digital Solutions and its referral partners regarding referral payments and contractual terms.

6.6. In the event that the Client places demands on the time and resources of Firefly Digital Solutions that fall outside the agreed package, Firefly Digital Solutions shall charge US \$150 per day for the time of any Company Social Media employee for the fulfilment of all such requests, plus any additional expenses incurred in the fulfilment of such requests.

6.7. In the event that any guarantee is offered when the Client orders services from Firefly Digital Solutions, that guarantee shall only remain valid if the Client uses its best endeavours to ensure that all the recommendations of Firefly Digital Solutions are implemented in a timely fashion.

7. PAYMENT

7.1. Firefly Digital Solutions shall invoice for services monthly or annually in advance of services being delivered. Where the order is placed via Paypal or with a Credit Card, payment shall automatically be taken on the date of each subscription renewal. Where Firefly Digital Solutions agrees to payment via invoice, invoices shall be issued on the date of each subscription renewal for an amount not less than \$385. Where the subscription rate is less than \$385, Firefly Digital Solutions shall invoice for batches of monthly subscriptions at a time so that this minimum invoice threshold is achieved. The frequency of invoice shall be correspondingly reduced so that the amount payable by the Client for each month of service is unchanged.

7.2. The Client shall pay each invoice submitted by Firefly Digital Solutions within the shorter of 14 days or 10 Business Days of the date of the invoice and in cleared funds in accordance with clause 7.3 below. The invoice number shall be stated on all payments and payment by Bank Transfer are accepted.

7.3. The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Firefly Digital Solutions in order to justify withholding payment of any such amount in whole or in part. Firefly Digital Solutions may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Firefly Digital Solutions to the Client.

7.4. In the event of overdue payment, interest shall accrue on the invoice amount at the statutory rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 or at the rate of 2 per cent over the base rate of South African Banks (whichever should be the higher). At Firefly Digital Solution's discretion, a fee of \$10 (to cover administrative expenses and not as a penalty) shall be charged per reminder for overdue payment submitted to the Client. Firefly Digital Solutions shall be entitled to submit such reminders on a weekly basis once the fees have become overdue. Firefly Digital Solutions



expressly reserves all rights at all times to bring any legal action it considers appropriate to recover any unpaid sums.

7.5. Late payment shall be considered as constituting a material breach of the Contract entitling Firefly Digital Solutions (at its discretion) to cancel the Contract or to affirm the Contract and assert the usual remedies for breach.

7.6. In the event that the Services cannot be delivered either in full or in part due to the Client's failure to assist or delay in assisting in the execution of the Order, Firefly Digital Solutions shall be entitled to charge to the Client the subscription, corresponding to the amount that would have been due had the Services been rendered in accordance with the Order.

8. DELAYS AND COMPLAINTS

8.1. In the event that the Client proves that the Services are delayed or not in accordance with the Contract, Firefly Digital Solutions shall be obliged to remedy or redeliver, at its own discretion, without undue delay. In the event that the Services continue to be not in accordance with the Contract after reasonable attempts have been made to remedy this, the Client shall be entitled to cancel the Order in accordance with clause 13.2 a), provided that the breach is material.

8.2. Complaints concerning delays or breach of Contract shall be submitted immediately after the time when the Client became or should have become aware of the matter. If the Client fails to bring the defect (unless by its very nature it is impossible to ascertain within such a period) to the attention of Firefly Digital Solutions within 48 hours the Client shall be deemed to have accepted the Services and shall not be entitled to assert remedies based on delays or breach of Contract.

8.3. The Client hereby acknowledges that certain Services rely upon goods and/or services being provided by third parties ('**Third Party Services**'). The Client acknowledges that the Third Party Services will be governed by that third parties' terms and conditions and that Firefly Digital Solutions cannot provide any warranties in respect of the Third Party's Services and will not be liable to the Client for any delays and/or failings in respect of the same.

8.4. Firefly Digital Solution's only responsibility in respect of the Third Party Services is to take reasonable care and skill when selecting the providers of the same.

8.5. The Client's exclusive remedies for late delivery or Services not conforming with the Contract are as specified in this clause 8 and, if the remedies set out in these Terms have been exhausted, the Client's final remedy is limited to cancellation of the Contract and Firefly Digital Solution's sole liability is to refund any payments for Services not conforming with the Contract, subject to the limitations set out in clause 9 below.



9. LIABILITY

9.1. Except as expressly stated in this Clause 9, Firefly Digital Solutions shall have no liability to the Client for any loss or damage whatsoever arising from or in connection with the provision of the Services or for any claim made against the Client by any third party.

9.2. Without prejudice to the generality of Clause 9.1 above, Firefly Digital Solutions shall have no liability for any losses or damages which may be suffered by the Client whether the same are suffered directly or indirectly or are immediate or consequential which fall into the following categories:

- a) Any indirect or consequential loss arising under or in relation to the Contract even though Firefly Digital Solutions was aware of the circumstances in which such loss could arise;
- b) Loss of profits; loss of anticipated savings; loss of business opportunity or goodwill;
- c) Loss of data; Loss of search engine rankings; Loss of website traffic; Loss of followers; Loss of access to social media profiles

9.3. To the extent such liability is not excluded by sub-clauses 9.1, 9.2 and clause 10 below, Firefly Digital Solutions's total liability (whether in contract, tort (including negligence or otherwise)) under or in connection with the Contract or based on any claim for indemnity or contribution (including for damage to tangible property) or otherwise will not in any event exceed the total sum invoiced for the Services.

10. OTHER LIMITATIONS OF LIABILITY

10.1. Firefly Digital Solutions shall not be liable for downtimes, interference in the form of hacking, virus, disruptions, interruptions, faulty third-party software, search engines or websites on which a service is dependent or other deliveries from a third party. Firefly Digital Solutions shall use its reasonable efforts to assist in remedial efforts if so requested by the Client. Any work connected with remedial efforts as described above shall be charged to the Client separately in accordance with these Terms or (at Firefly Digital Solution's discretion) Firefly Digital Solution's price list applicable from time to time.

10.2. Firefly Digital Solutions shall not be liable for any changes made without notice by the Client or a third party employed by the Client to domain names, websites, content, links, technical setup etc. and affecting the Services delivered by Firefly Digital Solutions. Preceding or subsequent work connected with any adjustments required as a result of such changes shall be charged to the Client in accordance



with these Terms or on the basis of Firefly Digital Solution's price list applicable from time to time at Firefly Digital Solution's discretion.

10.3. Firefly Digital Solutions shall use all reasonable endeavours to deliver Services relating to social media marketing, content sharing, blogging and user engagement in accordance with the guidelines applicable to the relevant websites and social media platforms. However, Firefly Digital Solutions shall not be liable for delays or deteriorating performance due to changes made to standard terms, algorithms, account functionality, account availability, search results, viewing policy, prices or other matters beyond Firefly Digital Solution's control and reserves the right to make changes to Services as a result of the same. In addition, Firefly Digital Solutions shall not be liable for other changes or discontinuation of social media platforms' services or third-party services.

10.4. Firefly Digital Solutions shall not be liable for Services lead to a certain volume of traffic, number of clicks, likes, follows, registrations, purchases or the like.

10.5. Firefly Digital Solutions shall not be responsible for profiles or their content streams dropped or excluded by a search engine or social media site for any reason.

10.6. If the Client does not implement some or all of Firefly Digital Solution's recommendations, Firefly Digital Solutions shall not bear any liability for any lack of success experienced by the Client relating to the Services.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. It is the responsibility of the Client to ensure that they have the right to use any Intellectual Property Rights when they provide any text, image or representation ("**Materials**") to Firefly Digital Solutions for incorporation into the Services and the Client hereby grants or agrees to procure the grant of (as applicable) an irrevocable licence to Firefly Digital Solutions to use such Materials for the purposes of providing the Services for the duration of the Contract.

11.2. The Client shall be responsible for ensuring that the contents of Materials which the Client has contributed or approved are not in contravention of legislation, decency, marketing rules or any other third-party rights. Firefly Digital Solutions shall be entitled to reject and delete such material without incurring any liability. In addition, Firefly Digital Solutions shall be entitled to cancel the Order.

11.3. The Client shall indemnify Firefly Digital Solutions against all damages, losses and expenses suffered or incurred by Firefly Digital Solutions as a result of the Materials which the Client has contributed or approved being in contravention of legislation, decency, marketing rules or any action that any such Materials infringe any Intellectual Property Rights of a third party.



11.4. The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described above.

11.5. Unless expressly stated otherwise in these Terms or in an Order, the Intellectual Property Rights created, developed, subsisting or used in connection with the Services and whether in existence at the date hereof or created in the future shall vest in and be the property of Firefly Digital Solutions or the relevant third party from whom Firefly Digital Solutions has acquired a right of use with a view to executing the Order. The Client agrees to execute and deliver such documents and perform such acts as may be necessary from time to time to ensure such Intellectual Property Rights rest in Firefly Digital Solutions.

11.6. The Intellectual Property Rights as mentioned in Clause 11.2 shall not be used, assigned, distributed, copied, forwarded to online or offline activities by the Client without a separate, express written agreement.

11.7. If Firefly Digital Solutions makes software subscriptions, processes or technologies available to the Client as part of the execution of an Order, the Client shall only acquire a non-exclusive non-transferable license to use such subscriptions, processes or technologies until the Services under this agreement cease.

11.8. The Client hereby irrevocably licenses Firefly Digital Solutions to use and display the Client's name, figure, logo etc. as a reference on Firefly Digital Solution's website, other marketing materials or types of media whilst they are a Client of Firefly Digital Solutions and for 18 months after the Contract terminates. The Client agrees to send Firefly Digital Solutions its most recent logo or figure as and when it is amended from time to time.

12. CONFIDENTIALITY AND PERSONAL DATA

12.1. A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall



ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Contract.

12.2. During the term of the Contract and for a period ending 5 years from the date of its conclusion, Firefly Digital Solutions shall take the same care as Firefly Digital Solutions uses with its own confidential information, to avoid, without the Client's consent, the disclosure to any third party (except a subcontractor working on the Services who is subject to similar undertakings of confidentiality) of any of the Client's business or operational information which the Client has designated as confidential.

12.3. The obligation in Clause 12.2 shall not apply to any information which is or becomes publicly available otherwise than through a breach of this agreement, is already or rightly comes into Firefly Digital Solution's possession without an accompanying obligation of confidence, is independently developed by Firefly Digital Solutions, or which Firefly Digital Solutions is required to disclose by law.

12.4. During the term of the Contract and for a period ending 5 years from termination thereof, the Client will not disclose to any persons within its organisation that do not have a need to know, or to any third party, any information and non-Client materials provided by Firefly Digital Solutions concerning the method or approach Firefly Digital Solutions uses in providing the Services.

12.5. Each party agrees to comply with its respective obligations under the Data Protection Act 1998.

12.6. The Client shall be obliged to indemnify Firefly Digital Solutions for any loss, including costs incidental to legal proceedings, suffered by Firefly Digital Solutions as a result of the processing of personal data which the Client has contributed being in contravention of the Data Protection Act 1998 or any other law. The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described in the present clause.

13. TERM, TERMINATION AND ASSIGNMENT

13.1. The Contract shall renew automatically for a further term (of either one month or one year depending on the subscription option chosen) at the end of each completed subscription term unless and until either party notifies the other of its wish to terminate the Contract at the expiry of the current subscription term by giving the other party at least 10 business days' written notice to expire at the end of the current subscription term. Services will continue to be provided until such time as the existing service subscription has been provided in full to the Client (ie. until the end of the month or year for which the services have already been invoiced or been pre-paid by the client). Social Media Packages are currently offered with a minimum three-month term - the right to terminate services only comes into effect once this minimum term has been completed. Lead Generation Packages are offered as monthly



agreements with no minimum term and automatic monthly renewals can be cancelled at any time by giving 5 business days' written notice to expire at the end of the current subscription term.

13.2. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

- a) commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of that third-party being notified in writing of the breach; or
- b) becomes or is insolvent or is unable to pay its debts (within the meaning of the Insolvency Act 1986) or (except for the purposes of a genuine amalgamation or reconstruction) a petition is presented or meeting convened or resolution passed for winding up the defaulting party or the defaulting party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver, administrator, or administrative receiver appointed over all or any part of its assets or the defaulting party ceases to carry on all or a substantial part of its business.

13.3. Firefly Digital Solutions shall, in addition to all other rights and remedies under these Terms be entitled to terminate this Contract without notice in the event that any of its charges for the Services are not paid in accordance with these Terms.

13.4. Upon termination, for whatever reason, the parties shall be obliged to return all materials received from the other pursuant to the Contract without undue delay and the Client shall cease to have access to any subscriptions, processes or technologies used during the provision of the service.

13.5. The Client shall not be permitted to assign or transfer all or any part of its rights or obligations under the Contract and these Terms without the prior written consent of Firefly Digital Solutions.

13.6. Firefly Digital Solutions shall be entitled to assign or subcontract any of its rights or obligations under the Contract and these Terms and the Client acknowledges that certain elements of the Services will be provided by third parties.

14. FORCE MAJEURE

14.1. Neither party shall be held liable for a Force Majeure Event.

14.2. If a party believes that a Force Majeure Event has occurred, such party shall immediately inform the other party of the start and end of the Force Majeure Event.

14.3. Notwithstanding the other provisions of the present Terms, each party shall be entitled to terminate the Contract without liability to the other by written notice to the other party in the event that the performance of the Contract is impeded for more than 6 months due to a Force Majeure Event.



15. MISCELLANEOUS

15.1. Firefly Digital Solutions reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to the Client and Firefly Digital Solutions shall not be liable to the Client or any third party for any modification to or discontinuance of these Services save for the return of any prepaid sums in connection with the provision of the Services which are subsequently not provided.

15.2. Firefly Digital Solutions shall be free to provide its Services to third parties whether during or following the provision of the Services to the Client.

15.3. During the term of the Contract and for a period of 12 months thereafter, the Client agrees not to employ or engage or offer to employ or engage anyone designated by Firefly Digital Solutions to work on the Services.

15.4. The failure of either party to enforce or to exercise at any time or for any period of time any right pursuant to these Terms does not constitute, and shall not be construed as, a waiver of such terms or rights and shall in no way affect that party's right later to enforce or to exercise it.

15.5. If any term of these Terms is found illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining Terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining Terms which shall continue in full force and effect and be binding on the parties to the Contract.

15.6. Firefly Digital Solutions may from time to time make any valid alteration to or variation of these Terms by publishing the revised Terms on its website and informing the Client by electronic mail that the Terms have been modified. Continued use of the services constitutes acceptance of the revised Terms by the Client

15.7. A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8. All notices must be in writing to Firefly Digital Solutions, 5 Nice Street, Durbanville, Cape Town, South Africa, 7550, or such address as is advised by Firefly Digital Solutions.

16. ENTIRE AGREEMENT

The parties acknowledge and agree that the Contract supersedes any prior agreement, understanding or arrangement between the parties, whether made orally or in writing and constitutes the entire agreement between Firefly Digital Solutions and the Client relating to these Services. Therefore, except



as expressly provided, all other conditions and warranties (implied, statutory or otherwise) are hereby excluded to the fullest extent permitted by law.

17. LAW AND JURISDICTION

17.1. Firefly Digital Solutions and the Client shall be obliged to attempt to settle any disputes arising between them including disputes relating to the existence or validity of the Contract through negotiation provided always that either party shall be entitled at all times to exercise any of its other remedies including through taking legal action.

17.2. The Contract shall be governed by and construed in accordance with South African law and the parties hereby agree to submit to the non-exclusive jurisdiction of the South African courts.