

TERMS OF USE

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Welcome to the MoyaCRM website, an online service designed and offered by Amakozi Technologies cc. trading as "Moya Systems". MoyaCRM was created especially for solopreneurs and small businesses around the globe. These Terms of Use are intended to explain our obligations as a service provider and your obligations as a user and subscriber. IT IS IMPORTANT THAT YOU READ ALL THE TERMS AND CONDITIONS CAREFULLY.

If you use this website, you are agreeing to be bound by these Terms of Use without any modification or qualification. IF YOU ARE DISSATISFIED WITH THE TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES OF OPERATING OUR SERVICE, UNLESS EXPRESSLY SET OUT IN THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. If for any reason you are unable to meet all the conditions set forth in these Terms of Use, or if you breach any of the Terms of Use contained herein, your permission to use MoyaCRM or access any of Moya Systems' Services (defined below) immediately lapses and you must destroy any materials downloaded or printed from the MoyaCRM website.

Moya Systems may from time to time offer a number of Additional Services each with their own Terms of Service ("Specific Additional Service Terms") applicable in addition to these Terms of Use. When you use an Additional Service, you will be subject to the Specific Additional Service Terms. Note that if these Terms of Use are inconsistent with the Specific Additional Service Terms, those Specific Additional Service Terms will control. See Section X below.

Moya Systems reserves the right to modify or change these Terms of Use at any time without giving prior notice. We shall, however, notify you of significant changes by posting an announcement on the Site, as well as by email addressed to the primary email address listed in your Account registration. Your use of MoyaCRM is subject to the most current Terms of Use posted on the Site at such time. The most current version can be reviewed by clicking "Terms of Use" hyperlink at the bottom of our Site pages.

A. Definitions.

The following terms shall have the following meaning throughout the Terms of Use.

- a. "Agreement" or "this agreement" refers to these Terms of Use.
- b. "Applicable law" refers to the laws currently in force in the Republic of South Africa which shall govern this agreement, as well as the United States DMCA (Digital Millennium Copyright Act).
- c. "Controller" means a person or organisation who determines the purpose and means of processing data.
- d. "Customer" refers to any person identified on the application form for Services or in any addendum.
- e. "Data Protection Laws" refers to data protection and privacy laws and regulations applicable to the processing of Personal Data under our Agreement, including:
 - while they remain in force, the European Directive 95/46/EC, the Data Protection Act 1998 the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic

- Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- from and including 25 May 2018, Regulation (EU) 2016/679 ('General Data Protection Regulation' or 'GDPR');
 - any other applicable laws and regulations relating to the processing of Personal Data and privacy; and
 - if applicable, the guidance and codes of practice issued by any relevant data protection or supervisory authority.
- f. "Moya Systems", "we", "us" and "our" shall refer to Amakozi Technologies cc, and all its affiliates and subsidiaries.
- g. "MoyaCRM" means the Site and all mobile applications and other applications which provide access to the Services offered by Moya Systems and its affiliates from time to time.
- h. "Moya Systems Parties" includes Amakozi Technologies cc, its affiliates, subsidiaries, partners, service providers, suppliers and contractors and each of their respective officers, directors, agents, and employees.
- i. "Personal Data" means any information about an identified or identifiable natural person ('Data Subject') which is processed in terms of any applicable Data Protection Law.
- j. "Process" or "processing" means any operation which is performed on Personal Data including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- k. "Processor" refers to a person or organisation who processes personal data on behalf of a Controller.
- l. "Site" means this website, all related webpages, and all related websites operated by affiliates or divisions of Moya Systems, but does not include any third party websites which are linked to or may link from this website whether or not such third party websites are used in connection with the Services.
- m. "Service" and "Services" refer to the online financial services and other small business-related services and Support offered through MoyaCRM from time to time.
- n. "Subscriber" refers to any person who maintains an account with us and utilizes our Services.
- o. "Sub-processor" is any third party Processor we use to assist us in fulfilling our obligations in providing the Services.
- p. "Support" means technical support and assistance provided to users by Moya Systems.
- q. "You" and "user" shall refer to any person who visits the Site or uses MoyaCRM and includes a subscriber and its employees and agents.

B. General.

Moya Systems grants you a non-exclusive, non-transferable limited license to use MoyaCRM and related resources in accordance with these Terms of Use. You agree not to infringe our intellectual property and the intellectual property of any third parties with whom we have partnerships, and you will comply with the terms of any applicable license agreements.

You agree that any notices, disclosures, agreements and other communications that we may deliver or communicate to you from time to time comply with the terms of any applicable electronic documents legislation, including the requirement that such documents be in writing, are capable of being retrieved, reviewed, printed and stored for further use by you.

Electronic Delivery

By accepting this Agreement, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Account and your use of the Service. Communications include but are not limited to:

- a. agreements and policies, such as this Agreement and our Privacy Policy, including updates thereto;
- b. annual disclosures;
- c. transaction receipts or confirmations;
- d. communication in relation to delinquent accounts (which may also be by phone, and may be made by Moya Systems or by anyone on its behalf, including a third party collection agent);
- e. account statements and history; and
- f. tax statements.

We will provide these Communications to you by emailing them to you at the primary email address listed in your Account registration, by emailing you a link or instructions how to access them on a website, or (if permitted by law) by posting them on the Website. Communications are considered received by you within 24 hours of the time they are emailed to you or posted to our Website. You further agree that your electronic signature has the same effect as your manual, physical signature.

By giving your consent, you are confirming that you are able to receive, open, and print or download a copy of any Communications for your records. It is important for you to retain copies of Communications because they may not be accessible in your Account at a later date.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us through Customer Support or as outlined in our Privacy Policy. If you withdraw your consent to receive Communications electronically, Moya Systems may deny your registration for an Account, restrict or close your Account, or charge you additional fees for paper copies.

Collaboration

If you administer your MoyaCRM account on behalf of a business or corporation, you represent and warrant that you have the right to do so.

Moya Systems may, without notice or liability, add, discontinue or revise any aspect, mode or design of the Services which include but not limited to the scope of service, time of service, or to the software/hardware required for access to the Services. Moya Systems may also limit the geographic locations or jurisdictions where certain Services may be available.

Without prejudice to the foregoing, should there be a failure of or error, omission, defect, deficiency, delay causing downtime, or inability of a subscriber to access the Services for any length of time, including as a result of the permanent termination of service, the subscriber acknowledges and agrees

that, except as otherwise set out herein, its only remedy for any error, omission, defect, deficiency, delay or other failure of MoyaCRM or the Services whatsoever is to discontinue using MoyaCRM and the Services.

You assume sole responsibility for and shall ensure that any information, data, documents or materials used, disclosed, entered into or created using MoyaCRM or in connection with the Services is accurate, reliable and complete and does not violate our content guidelines. You authorize us and our service providers and their vendors and subcontractors to monitor your website and your use of the Services. You represent and warrant that you have obtained all required consents and comply with all applicable legislation, including without limitation privacy legislation, in connection with any use and disclosure of information relating to the use of MoyaCRM and the Services. Moya Systems accepts no responsibility for the accuracy of any information, data, documents or materials entered into or created using MoyaCRM or the Services except as otherwise set out herein. The input, posting or uploading of any information and the storage of any information, data, documents or materials on the Service by us does not constitute our endorsement nor warranty as to the compliance of such information or materials with applicable legislation, nor to the accuracy, timeliness, materiality, completeness, or reliability of such information or materials.

Other Information You Provide Us

While using the Services, you will be entering data about your contacts and clients. If you provide us with personal information about someone else, you are obligated to ensure that you are authorized to disclose that information to us, and that we may collect and store such data. We will handle such data in accordance with section K, *"Ownership and Disclosure of Information"*.

Moya Systems may require you to assist with any requests by the individual to access or update their information, and you agree to do so.

C. Conditions of Use.

You agree to use MoyaCRM and the Services for the purposes that they were intended and only in accordance with the terms of this agreement.

If you register an account, you agree, represent and warrant that you will provide us with true, current, complete and accurate information requested in the registration form and from time to time in connection with your use of MoyaCRM. Your registration for any of MoyaCRM constitutes consent to use any personal information which you provide us in such registration for the purposes set out in our Privacy Policy and for all uses ancillary thereto for which your consent may reasonably be implied. You also will select a username and password. You are responsible for keeping your user name, password, account details, and all information required in connection with your use of MoyaCRM confidential and up to date. If you are not the business owner and are registering an account on behalf of a business, you represent and warrant that you have been authorized and directed by your business's principals to open the account and that you have shared all user names, passwords and access credentials with other authorized representatives in your business and that you have provided us with the business contact information of at least one other person. If you leave the business and your business's principal contacts us, we may be required to provide access to the MoyaCRM account. You agree to hold harmless and release the Moya Systems Parties from any liability if we do so.

Furthermore, you are entirely responsible for any activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account. You agree to hold harmless and release the Moya Systems Parties from any loss or liability whatsoever that you may incur as a result of someone other than you using your username, password or account, either with or without your

knowledge. You agree to indemnify the Moya Systems Parties for any damages, third party claims or liabilities whatsoever that we may incur as a result of activities that occur on or through your account, whether or not you were directly or personally responsible.

Moya Systems does not collect, transmit, store or process any cardholder data. “**Cardholder Data**” is defined as being the cardholder’s primary account number, and where a full unmasked card number is present, any of the cardholder name, expiration date, and/or service code. Moya Systems makes use of trusted, reputable and secure third party payment processors to process any card payments. Any cardholder data is transmitted directly between your own browser and the third party payment processor’s servers.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PROHIBITED FROM ENTERING CARDHOLDER DATA INTO ANY FORM OR DATA ENTRY FIELDS IN MOYACRM, EXCEPT INTO THOSE FIELDS INTENDED SOLELY FOR THAT PURPOSE (i.e. where a payment form is displayed by a third party payment processor).

Similarly, excluding payment forms, you must never enter CVV2 data into any fields in MoyaCRM. You assume all responsibility for any cardholder data entered into MoyaCRM in violation of this Agreement.

D. Online Access to Third Party Services.

Certain online services (including access to online mail processing, online banking, online payments, and other online services related to the use of the Site) are provided by third party service providers and not by us. You agree to hold harmless and release the Moya Systems Parties from any liability relating to your use of such online services. Your access to and conditions of use of such services may be limited in accordance with the terms of use published by such third party provider. You represent and warrant that you have the right to provide us with usernames, passwords, personal information and other access credentials which we may require to access any third party services or accounts in connection with the Services.

E. Software Notice.

In the event that a user is required to download or use software in connection with the Services, he or she shall be unable to download and access such software unless he or she first agrees to the license agreement relating to such software. Use of any such software is governed by these Terms of Use and any such license agreement.

F. Copyrights, Trademarks and Intellectual Property.

Moya Systems and its licensors and suppliers own both the proprietary rights as well as the intellectual property rights to all URLs, materials, products, web content, web page designs, web page layouts, images, text, tools, utilities and software that make up the Services, but excluding your data and information which you provide to us or input using MoyaCRM and the Services. The technical procedures, processes, concepts and methods of operation that are inherent within MoyaCRM constitute trade secrets. The usage of our Services does not constitute a sale or transfer of any intellectual property rights to the users. Without any prejudice to the foregoing, any information or data entered using MoyaCRM by a user or otherwise provided for accessing MoyaCRM on the user's behalf shall at all material times remain the property of the user. The user hereby grants to Moya Systems a worldwide, perpetual, royalty free, nonexclusive right and license to use all content provided by the user in connection with MoyaCRM and the Services for uses related to the delivery of the Services.

Materials on and relating to MoyaCRM, including the content of MoyaCRM and any software downloaded from MoyaCRM, are protected by copyright, trade-mark and other intellectual property laws. Subject to your ownership of your user content and data, Moya Systems reserves all rights in and to such materials. The subscriber will not make store, download, transfer, sell, reproduce, redistribute, transfer to any other server, modify, reverse engineer or copy the Services or any of the materials or software or any part of MoyaCRM or any content therefrom without Moya Systems's express written consent. You will also take all reasonable steps to forestall any unauthorized use, copying or transfer of materials on or relating to MoyaCRM.

Notwithstanding the above, you may, subject to the following conditions, use individual screen displays (screenshots) which you generate as a subscriber using the Services. Your use of screenshots is subject to the following:

- a. No screenshot may be used from any beta version of MoyaCRM unless it has been commercially released to the public;
- b. the use is for illustrative purposes;
- c. the use may not imply any endorsement or affiliation by or with Moya Systems;
- d. the screenshot does not contain any commentary which may appear to have been attributable to us;
- e. the screenshot does not contain any third party content; and
- f. the use does not infringe on any of these terms of use.

Moya Systems has rights to several trade-marks which it uses in connection with the operation of MoyaCRM. Moya Systems does not grant the users any right or license to use the Moya Systems trade-marks or any logo, trade-name or other intellectual property other than as expressly set out herein and in other licenses between you and us.

G. Prohibited Use.

The users shall access the information stored using the Services for lawful purposes only and may not use such information for the purpose of committing or furthering fraudulent acts or for committing any acts that would give rise to both or either civil and criminal liability.

The users agree not to use the Services to publish, post, upload, distribute, provide or enter any material or information that is illegal, unlawful or can be regarded as fraudulent, libelous, malicious, threatening, offensive, profane, obscene, fanning ethnic or racial tensions, immoral or any such information which any reasonable person would consider objectionable on grounds of good conscience.

No user shall use any means to restrict or prevent another user from accessing or enjoying MoyaCRM.

No user shall be permitted to upload material into MoyaCRM that he or she ought to know infringes on the intellectual property of others, or upload material that places unnecessary load as to affect the performances of our websites, systems and equipment. You may not use MoyaCRM and the Services in a manner which could block access to, impair, damage or otherwise disable MoyaCRM or any of our servers. You may not attempt to gain unauthorized access to MoyaCRM or to any other user's accounts, computer systems or networks through password mining, keystroke logging, hacking or any other means. You will not upload any files that contain viruses, Trojan horses, malware, spyware, worms, corrupted files or any other material or software that may damage the operation of another computer. Any and all materials uploaded are subject to applicable laws.

No user shall lease, sell, pledge, sublicense, assign or otherwise deal with the software belonging to MoyaCRM in a manner that is inconsistent with our intellectual property rights over the software.

No user shall promote any commercial interest, falsify or unlawfully delete any information on MoyaCRM, collect personal information without express authority to do so, violate any applicable laws, create a false identity or utilize MoyaCRM under false pretences.

I. Limitation of Liability.

THE SUBSCRIBERS AND THE USERS HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE THE MOYA SYSTEMS PARTIES FROM ANY AND ALL MANNER OF RIGHTS, LOSSES, COSTS, CLAIMS, COMPLAINTS, DEMANDS, DEBTS, DAMAGES, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY LOST PROFIT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (COLLECTIVELY, A "CLAIM") WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH (I) THIS AGREEMENT; (II) THE USE OF MOYACRM AND ITS SERVICES AND ANY RELATED APPLICATIONS INCLUDING THIRD PARTY SERVICES; (III) THE USE OF ANY SOFTWARE RELATED TO MOYACRM; (IV) VIRUSES, SPYWARE, SERVICE PROVIDER FAILURES OR INTERNET ACCESS INTERRUPTIONS; (V) LOSS OF USE, LOSS OF DATA, ERROR, INACCURACY OF DATA, PAYMENT FAILURE, PAYMENT DEFECT, INACCURATE CALCULATIONS (EXCEPT AS OTHERWISE SET OUT HEREIN), DOWNTIME, IDENTITY THEFT, FRAUD OR UNAUTHORIZED ACCESS; OR (VI) ANY INFORMATION, DOCUMENT, MATERIALS, TOOLS, UTILITIES, PRODUCT OR DATA THAT RELATING TO THE USE OF MOYACRM AND THE SERVICES; WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, OR SUCH CLAIM WAS REASONABLY FORESEEABLE AND NOTWITHSTANDING THE SUFFICIENCY OR INSUFFICIENCY OF ANY REMEDY PROVIDED FOR HEREIN OR IN ANY LICENSE.

FOR GREATER CERTAINTY, IN NO EVENT SHALL WE (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, MOYACRM AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, MISUSE, ERROR, OR LOSS OF DATA ARISING FROM SUCH ACCESS AND USE.

EXCEPT IN THE MANNER PROVIDED FOR IN THESE TERMS OF USE, MOYA SYSTEMS, ITS LICENSEES, AFFILIATES, AND THIRD PARTY SERVICE PROVIDERS, DISCLAIM, AND EXPRESSLY DO NOT PROVIDE ANY DIRECT OR INDIRECT, EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR MERCHANTABILITY OR MERCHANTABLE QUALITY; OR THAT MOYA SYSTEMS PARTIES, THE SERVICES, ANY THIRD PARTY SERVICES AND ONLINE SERVICES, AND ANY CONTENT, MATERIALS, TOOLS, UTILITIES, SOFTWARE AND FUNCTIONALITY WILL: (I) BE FIT OR SUITABLE FOR ANY SPECIFIC PURPOSE OR INTENDED USE; (II) MEET THE USERS' REQUIREMENTS AND EXPECTATIONS; (III) BE UNINTERRUPTED, FLAWLESS, TIMELY, ACCURATE, RELIABLE, SECURE OR ERROR FREE, OR; (IV) BE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT MOYACRM AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND YOU AGREE TO USE MOYACRM, THE SERVICES, ANY THIRD PARTY SERVICES AND ONLINE SERVICES, AND ANY CONTENT, MATERIALS, TOOLS, UTILITIES, SOFTWARE AND FUNCTIONALITY RELATED TO MOYACRM AT YOUR OWN RISK. YOU AGREE TO DETERMINE THE SUITABILITY OF MOYACRM AND SERVICES FOR YOUR INTENDED USE AND AGREE TO VERIFY ALL RESULTS OBTAINED USING MOYACRM AND THE SERVICES.

WE DISCLAIM ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING THE WEBSITES, YOU ACKNOWLEDGE AND AGREE TO OUR DISCLAIMER OF ANY SUCH LIABILITY.

IF YOU ARE A USA CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE 1542 IN CONNECTION WITH ANY RELEASE PROVIDED BY YOU IN THESE TERMS OF USE, INCLUDING THE FOREGOING, WHICH SECTION STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

IF YOU DO NOT AGREE TO ANY OF THE TERMS AS SPECIFIED IN THIS DOCUMENT, YOU SHOULD NOT ACCESS OR USE THE WEBSITES OR SERVICES.

J. Termination of Service.

Moya Systems may terminate this agreement and your use of MoyaCRM at any time and for any reason with reasonable notice to you and without notice if you breach any of these terms or we suspect you of fraud or suspect that your Account has been compromised in any way. Subscribers may use MoyaCRM on an at-will basis until the agreement has been terminated by either party pursuant to the terms of this agreement or any related license agreement. You may also terminate this agreement by ceasing to use MoyaCRM. In the case of a company, upon an order or a resolution being passed for the purposes of winding up the business activities other than for the purposes of amalgamation, merger or reconstruction or upon a composition agreement being made with the creditors.

Upon such termination, you must immediately cease using MoyaCRM indefinitely. We may at our option immediately block your access to MoyaCRM.

K. Ownership and Disclosure of Information.

You own all of your business's private data, content and all information which you enter and use in connection with the Services. We do not claim any rights, proprietary or otherwise over any data or information which you may use or disclose in connection with the Service and MoyaCRM.

Notwithstanding the above, there may be circumstances in which we may be required to disclose data, such as the following:

- a. For the purposes of fraud prevention and law enforcement;
- b. To comply with any legal, governmental or regulatory requirement;
- c. To our lawyers in connection with any legal proceedings; and
- d. To comply with a court order.

If we are required to disclose your data or information, we will use our best efforts to provide you with reasonable notice in the circumstances and if appropriate the right to challenge any such request. Moya Systems' Privacy Policy sets out in greater detail how we strive to protect your privacy and limit disclosure of your personal information.

L. Third Party Links, APIs and Content.

You may when using our Site and Services be directed to websites maintained by other third party service providers.

Some of the functionality of the Services and MoyaCRM interoperate with, and are highly dependent upon, application programming interfaces (APIs) from third parties, such as Google and MailChimp. If at any point such third party services cease to make themselves or their APIs available to us on reasonable terms, we may cease to provide those third party services without entitling you to a refund, credit or other compensation. Your only recourse shall be to stop using MoyaCRM and the Services. In addition, if you authorize us to do so, we may grant third parties access to some or all (depending on the permission you give) of your private data, content and information through our own API for use in connection with their services.

You acknowledge that such sites and services are completely independent of MoyaCRM and as we have no control over them, we accept no liability in respect of your use, ability or inability to use them or any of the content of such sites. In addition, we may at any time in our discretion and without notice to you, discontinue providing our API to such third party services. You acknowledge that any use of the products and services offered by such third party services providers will be at your sole risk. You acknowledge that use of such third party service providers and their websites and services is, except where prohibited or modified by applicable law, subject to the terms, conditions and policies established by the third party service providers. You expressly hold us harmless and hereby release us from any liability whatsoever whether arising out of contract, tort or otherwise for and from any Claims (defined below) arising out of your use of, or inability to use, the products and services of third party service providers whether or not such use is ancillary to your use of MoyaCRM. The availability of such third party services in connection with MoyaCRM does not constitute an endorsement, warranty, or representation as to the fitness, suitability, merchantability, title, non-infringement, quality, or accuracy of the third party provider or its products or services.

M. Data Processing

Roles of the parties under Data Protection Law

1. Depending on the particular activity, we act as both a Processor and a Controller.
2. We act as the Controller of your Personal Data when you sign-up to use our Services. We collect and store your Personal Data for specific purposes including improving our service offering and increasing service efficiency. Please refer to our Privacy Policy for more information.
3. We act as the Processor and you are the Controller of the Personal Data that we process on your behalf when we provide Services to you in terms of the Agreement. You are solely responsible for determining the purpose for which, and the manner in which Personal Data is processed.

Our obligations as your Processor

1. We warrant that at all times during the term of our Agreement, we will comply with all applicable requirements of the Data Protection Laws when processing Personal Data. If you become aware of a change in the Data Protection Laws that we may not know about, you must inform us. If you become aware that we are not complying with the Data Protection Laws, then you must give us written notice, and 30 calendar days to comply.
2. We will not access or use Personal Data, except as necessary to provide the Services to you under our Agreement.
3. In respect of the Personal Data that we process on your behalf, we will act in accordance with our Agreement, and on your written instructions that we may receive from time to time.

4. We will not disclose Personal Data to any of our employees, directors, agents, contractors or affiliates, or any third party, except as necessary to:
5. provide the Services to you,
6. comply with applicable laws, or
7. with your prior written consent
8. We will implement and maintain appropriate technical and organisational measures:
9. to protect the security and confidentiality of Personal Data that we process in providing the Services;
10. to protect Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing; and
11. as required under the relevant Data Protection Laws.
12. We will cooperate with you to the extent that is reasonably necessary to enable you to adequately discharge your responsibility as a Controller. We will cooperate and provide you with such reasonable assistance as you require to prepare data protection impact assessments to the extent required by Data Protection Laws.
13. Where necessary, we will give you reasonable access to audit any relevant records or materials we hold regarding the Personal Data that we process on your behalf that are necessary to demonstrate our compliance with our obligations under this clause.
14. You can delete or remove any data that has been uploaded to your hosting account at your own discretion.

Our personnel

1. We will provide training as necessary from time to time to our personnel to ensure that the our personnel complies with Data Protection Laws.
2. Our personnel is bound by confidentiality obligations in respect of access, use or processing of Personal Data.

Sub-processors

1. You consent to us engaging Sub-processors to process Personal Data on your behalf. We will execute a written agreement with each Sub-processor that contains terms for the protection of Personal Data that are no less protective than the terms set out in this clause.
2. You consent to our Sub-processors transferring Personal Data across borders.

Transfer of Personal Data

- We may store Personal Data in data centres located in many countries as part of the Services we provide to you. You consent to us transferring Personal Data across borders.

Breaches

1. We will, as soon as reasonably practicable in the circumstances, but within 24 hours of becoming aware, notify you in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. We will provide you with a written notice that may describe:
2. the number of individuals concerned; and
3. the number of records involved; and
4. the likely consequences of the breach; and
5. any steps taken to mitigate and address the breach; and
6. a point of contact where you can contact us about the breach.
7. Descriptions in the notice will provide enough detail to allow you to understand the impact of the breach.
8. If it is not possible for us to provide any of the information required by this clause at the time of the notice, we will provide such information to you as soon as possible thereafter.
9. Where possible, we will comply with any reasonable instructions provided by you as soon as reasonably practicable, and cooperate with you regarding the data breach.

Update

The parties agree to any reasonable amendment to this clause to bring it into line with any amendment to or re-enactment of any Data Protection Laws or any recommendations of the relevant data protection or supervisory authority.

N. Force Majeure.

Neither party should be held liable for a delay or failure in performance of the agreement for services caused by reason of any occurrence of unforeseen event beyond its reasonable control, including but not limited to, acts of God, natural disasters, power failures, server failures, third party service provider failures or service interruptions, embargo, labour disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental actions. The party so affected by the unforeseen event shall be so excused on a day-to-day basis for the period of time equal to that of the underlying cause of delay.

O. Severance.

All provisions of these Terms of Use are, notwithstanding the manner in which they have been grouped together or linked grammatically, are severable from each other. If any of these Terms of Use should be determined to be unenforceable the remaining Terms of Use shall survive and remain in full force and effect and continue to be binding and enforceable.

P. Governing Law and Dispute Resolution.

Except as otherwise set out herein, this Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the Republic of South Africa as applied to agreements entered into and to be performed entirely within the Republic of South Africa, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction. This agreement and any actions whatsoever taken by you in connection herewith and with any Service, software, tool, application or functionality, will be deemed to have been performed in the Republic of South Africa. The parties hereto irrevocably submit and attorn to the exclusive jurisdiction and venue of the courts of the Republic of South Africa.

You waive all rights to a trial by jury in connection with any legal proceeding or dispute against us. You further agree that any dispute or proceeding which you may bring against us shall be conducted on an individual basis and not a class-wide basis and that any such proceeding or dispute shall not be consolidated with any other dispute or proceeding which might arise between us and any other user.

Q. Legal Status of Moya Systems.

The websites www.moyasystems.co.za, www.moyacrm.com, and www.amakozi.com, and the names "MoyaCRM", "Moya Systems" and "Amakozi Technologies" are the property of Amakozi Technologies cc, a close corporation incorporated under the Close Corporations Act, 1984 (Act No. 69 of 1984) of the Republic of South Africa.

R. Language.

You and we expressly acknowledge and agree that this agreement and all related agreements, schedules, materials, licenses and policies be drafted in the English language only.

S. Privacy Policy.

Moya Systems' Privacy Policy is hereby incorporated into this Agreement and applies to the collection, use, disclosure, retention, protection and accuracy of your personal information and your business' financial information (the "Information") collected for the purposes of the Services offered through our website. The Moya Systems Privacy Policy is based on applicable legislation and may be updated from time to time.

T. Information Received from Third Party Services

The Services offered by MoyaCRM allow subscribers to direct MoyaCRM to access and retrieve their own information maintained online by third parties (e.g. Google and MailChimp) with which they have pre-existing relationships. MoyaCRM works third party service providers to retrieve information for the purpose of providing the Services. However, Moya Systems may but is not obligated to review this information for any purpose, including but not limited to accuracy. It is entirely your responsibility to ensure the accuracy, completeness and timeliness of any information required by us or any third party service providers in connection with any of the Services.

U. Registration Information.

The maintenance of the confidentiality and security of usernames, passwords and other access credentials which allow the use of MoyaCRM and access to the Services, is outside the control of Moya Systems. Where you have supplied a password, MoyaCRM stores the password as a one way hash which cannot be decoded, even by MoyaCRM, which renders it safe even in the event where unlawful access to the MoyaCRM user data may be obtained by means of a hacking attack. You understand and agree that you are solely liable for the safety and privacy of your access credentials and unauthorized use of your account.

V. Consumer Issues.

You acknowledge and agree that you will only use MoyaCRM and the Services for business purposes and not for personal, family or household purposes, except when it is for a personal, informal small business.

W. No Waiver

No delay or omission to exercise any right or remedy accruing upon any breach or default hereunder shall impair any such right or remedy nor be construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver (or consecutive waivers) of any single breach or default shall operate or be construed as a waiver of any subsequent breach or default.

X. Additional Terms for Additional Services

The use of certain Additional Services are subject to and governed by additional terms of service (i.e. the Specific Additional Service Terms, noted in the recitals at the beginning of this agreement). If you use any of the Services listed immediately below, the linked Specific Additional Service Terms apply. In the event such additional or specific terms are inconsistent with the Specific Additional Service Terms, those Specific Additional Service Terms will control.

Payments by SnapScan.: [Terms Of Service](#) If you use payments by SnapScan on your generated invoices through any of the Moya Systems applications, and are a South African business, these terms apply.

Google Terms: [Terms of Service](#) If you use Gmail or Google Calendar from within MoyaCRM, you are bound by their Terms of Service.

MailChimp Terms: [Terms of Use](#) If you use or synchronize data with MailChimp from within MoyaCRM, you are bound by their Terms of Service.