

Introduction

Encentivize specialises in the use of cloud-based technology to develop a behaviourally driven, incentives, rewards and recognition platform. Our core product offering is called Workpoints™. Workpoints™ is a turnkey solution that organisations can quickly roll out to drive a behavioural set. These behavioural sets are packaged to support different organisational objectives such as, Engagement, Culture, Health & Wellness, Administration and Sales. Workpoints™ has a fully featured portal with social capabilities and flexibility through the use of apps.

Definitions

"You" or "Your" means the company, employee or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"We," "Us" or "Our" means both Entelect Software Pty Ltd as owner and parent of Encentivize Pty Ltd and Encentivize Pty Ltd.

Agreement

You agree that by, registering, accessing, logging in, using Our "Service" or "Services" which include but are not limited to our website, related mobile apps, web services, outsource services, or any content or information provided as part of these services, collectively called workpoints™, You agree and are entering into a legally binding agreement with Our companies. Your agreement with Us includes these Terms and Conditions of Use ("Terms") and our Privacy Policy ("Agreements").

If You do not agree to this Agreement, do not make use of the site and do not access or otherwise use any of our Services. We reserve the right to change the terms of this Agreement and will provide notice if the Agreement is changed.

Licence to Use

We hereby grant You a non-exclusive, non-transferable right to use the Services under the following Terms:

- Payment in lieu of the paid for aspects of the Services are received.
 - Failure to make payment will result in the license above being temporarily suspended until such time that payment(s) is no longer in arrears.

You are responsible for all activities conducted under your user logins and for your users' compliance with this Agreement. You shall use our Service solely for its internal business purposes, in compliance with applicable law, and shall not except to the extent expressly permitted under this Agreement:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Service (as applicable) in any form or media or by any means;
- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
- access all or any part of the Service in order to build a product or service which competes with the Service;
- use the Service to provide services to third parties;
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party;
- attempt to obtain, or assist third parties in obtaining, access to the Service, other than as provided for under this Agreement.

We have the right, without compensation to You or Others, to serve ads on any of our Services.

Data Protection

Encentivize acknowledges that in providing the Services to You We may be exposed to Your data. All data provided by You to Us, or to which we may be exposed, shall constitute Your confidential information. We shall at all times strictly comply with all applicable legislation. We hereby warrants and undertakes that we shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use your data for any purpose other than that required to provide the Services.

We further warrants that We shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which data is copied, compiled, collated, processed, transmitted, stored, collected, mined, altered or deleted or otherwise used as part of providing the Service, shall at all times be of a

minimum standard required by law and be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of data.

Notwithstanding anything contained herein to the contrary, including without limitation, the other provisions stated above, We shall be permitted to use all Your information to:

- fulfil Our obligations under this Agreement and
- on an aggregate and individual basis to statistically analyse and create predictive models of behaviour, patterns and profiles, provided, that at all times We shall comply with all applicable laws.

Query Resolution

Channels of Communication

- Depending on the severity of a query all issues are categorized into 3 priority levels:
 - Priority 1 – high severity queries which affect the overall functioning and delivery of the Service.
 - Priority 2 – standard severity queries which marginally impact on the user experience but do not directly influence the delivery of the Service.
 - Priority 3 – low severity queries which may impact the user experience but which are not directly related to the original Service specification, its configuration or which could be resolved by Your internal program administrator.
- All issues on workpoints™ should be directed through Your internal processes to the internal program administrator.
- Once the internal program administrator has confirmed the severity of the query to be a level 1 or 2 issue, they should direct the original ticket to the Encentivize team through the support@encentivize.co.za ticketing system. Queries to this email address from You will be redirected to the Your internal programme administrator.
- Level 2 issues will be escalated by Us through the ticketing system to ensure timely resolution.
- Level 1 issues should be directed directly to the senior management of Encentivize who will confirm the severity and priority level.
- Should the management team believe the issue to be of a lower priority they will direct the enquiry back through the communication channels mentioned above.

Payment of Service Fees

You agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the suspension of your licence and eventually termination of Services.

- The quoted rates on the www.workpoints.co.za website exclude VAT.
- Pricing is subject to annual review, effective January of each year subject to the programme being live for longer than 12 months.
- Hourly-based and variable costs are charged monthly in arrears, while fixed monthly fees are charged in advance.
- Invoices are issued on a monthly basis and are to be settled within 30 (thirty) days of the issue date.
- If a debit order is used, debit orders will be actioned at the end of each month for invoices that occurred at the start of that month or the end of the prior month.

Payment of Partner Platform (Reward) Fees

You are financially liable for all voucher, coupon, cash out, product or any other forms of value ("Reward") redemptions made through the Services and the purchase of a Reward bundle is required prior to rewards being made available to You. Reward redemptions occur through:

- Monthly redemptions are exercised against Your Reward bundle and new Reward bundles should be purchased regularly to prevent delay of fulfilment of the Rewards redeemed.
- A proposed top up Reward bundle will be presented monthly with all other billing through a tax invoice and must be settled within 15 days or earlier to ensure that no delay of fulfilment of the Rewards requested occurs.
- Should Rewards actually redeemed be non-taxable for any reason We will provide a credit note for the tax amount.
- Should Rewards actually redeemed be of the nature that We act only as an agent of Yours then We will provide a credit note for the full Reward amount specific to that redemption.

- An example of such supply are Rewards transferred into a cash card.
- No rewards will be released until such time as sufficient Reward bundle balances as calculated by the Services are in place to cover the costs of Rewards requested to be redeemed by You.
- We accept no responsibility and or liability for non-realization of Rewards due to You having insufficient Reward bundle balances available to release Rewards.
- The realization of Rewards are subject to the Reward partner's terms and conditions. We accepts no responsibility and liability for the delivery, quality, quantity and value of Rewards realized or unrealized through the Services.
- We cannot guarantee the continuation of all Rewards made available through the Services and as such reserve the right to cancel the availability of Rewards at any time.

Service Availability

We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. We use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:

- planned downtime for which we will give at least a calendar weeks' notice.
- any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, Internet service provider failure or delay, or denial of service attack.

Limitation of Liability and Indemnity

We provide no warranty, either express or implied, in connection with the Service or the Services that may be provided by third party participants as part of, or otherwise in connection with, the Service. To the extent permitted by law, We shall accept no liability for Losses arising out of or relating to performance or failure to perform under this Agreement.

- For purposes of this Agreement, "Losses" shall mean all direct losses, liabilities, costs, expenses, fines, penalties, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and client, tracing and collection charges, costs of investigation, interest and penalties).

Your further accept that We shall not be liable for any consequential, indirect and special damages.

Notices and Service Messages

You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, sms, or USSD. You agree to keep your contact information up to date.

Contact Details

support@encentivize.co.za

Tel: 0104925344

Our Physical Address

Unit 15, 1 Bompas Road, Dunkeld, 2196