

OneOffice Software License

Terms & Conditions

1. Introduction

Please read these Terms of Use (these “**Terms**”) carefully as they govern your use of (which includes access to) OneOffice Solution Africa (Pty) Ltd’s services and other content, including all of our websites and software applications that incorporate or link to these Terms (collectively, the “**OneOffice Solution Africa (Pty) Ltd Service**”) and any material that is made available through the OneOffice Solution Africa (Pty) Ltd Service (the “**Content**”).

Use of the OneOffice Solution Africa (Pty) Ltd Service may be subject to additional terms and conditions presented by OneOffice Solution Africa (Pty) Ltd, which are hereby incorporated by this reference into these Terms.

By signing up for, or otherwise using, the OneOffice Solution Africa (Pty) Ltd Service, you agree to these Terms. If you do not agree to these Terms, then you must not use the OneOffice Solution Africa (Pty) Ltd Service or access any Content.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 6 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

Service Provider

These Terms are between you and OneOffice Solution Africa (Pty) Ltd, Tygerberg Office Park, 163 Uys Krige Drive, Platteklouf, Cape Town and OneOffice Canada, 1155 René-Levesque O #2500, Montreal, Canada, H3B 3X7.

Age and eligibility requirements

BY USING THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE, YOU AFFIRM THAT YOU ARE 18 YEARS OR OLDER TO ENTER INTO THESE TERMS, OR, IF YOU ARE NOT, THAT YOU ARE 13 YEARS OR OLDER AND HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THESE TERMS. Additionally, in order to use the OneOffice Solution Africa (Pty) Ltd Service and access any Content, you represent that: any registration and account information that you submit to OneOffice Solution Africa (Pty) Ltd is true, accurate, and complete, and you agree to keep it that way at all times.

2. The OneOffice Solution Africa (Pty) Ltd Service Provided by Us OneOffice Solution Africa (Pty) Ltd Service options

We provide numerous OneOffice Solution Africa (Pty) Ltd Service options. Certain OneOffice Solution Africa (Pty) Ltd Service options are provided free-of-charge, while other options require payment before they can be accessed (the “**Paid Subscriptions**”). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services. We are not responsible for the products and services provided by such third parties.

Trials

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a “**Trial**”). By using a OneOffice Solution Africa (Pty) Ltd Service via a Trial, you agree that your trial may be suspended at any given time with no prior notice.

Third-Party applications, devices and open source software

The OneOffice Solution Africa (Pty) Ltd Service may be integrated with, or may otherwise interact with, third-party applications, websites, and services (“**Third-Party Applications**”) and third-party personal computers, mobile handsets, tablets, wearable devices, speakers, and other devices (“**Devices**”). Your use of such Third-Party Applications and Devices may be subject to additional terms, conditions, and policies provided to you by the applicable third party. OneOffice Solution Africa (Pty) Ltd does not guarantee that Third-Party Applications and Devices will be compatible with the OneOffice Solution Africa (Pty) Ltd Service.

Service limitations and modifications

We use reasonable efforts to keep the OneOffice Solution Africa (Pty) Ltd Service operational and to provide you with a personalized experience. However, our service offerings and their availability may change from time to time, without liability to you; for example:

- The OneOffice Solution Africa (Pty) Ltd Services may experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements.
- We aim to evolve and improve the OneOffice Solution Africa (Pty) Ltd Service constantly, and we may modify, suspend, or stop (permanently or temporarily) providing all or part of the OneOffice Solution Africa (Pty) Ltd Service (including particular functions, features, subscription plans, and promotional offerings);

If you have prepaid fees directly to OneOffice Solution Africa (Pty) Ltd for a Paid Subscription that OneOffice Solution Africa (Pty) Ltd permanently discontinues prior to the end of your Pre-Paid Period (as that term is defined in the Payments and cancellation section below), OneOffice Solution Africa (Pty) Ltd will refund you the prepaid fees for the Pre-Paid Period after such discontinuation. Your account and billing information must be up to date in order for us to refund you.

OneOffice Solution Africa (Pty) Ltd has no liability to you, nor any obligation to provide a refund to you, in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties, or events beyond our control.

3. Your Use of the OneOffice Solution Africa (Pty) Ltd Service

Creating a OneOffice Solution Africa (Pty) Ltd account

You may need to create a OneOffice Solution Africa (Pty) Ltd account to use all or part of the OneOffice Solution Africa (Pty) Ltd Service. Your username and password are for your personal use only and should be kept confidential. You understand that you are responsible for all use (including any unauthorized use) of your username and password. Notify our [Customer Service](#) team immediately if your username or password is lost or stolen, or if you believe there has been unauthorized access to your account.

OneOffice Solution Africa (Pty) Ltd may reclaim, or require you to change, your username for any reason.

Your rights to use the OneOffice Solution Africa (Pty) Ltd Service

Access to the OneOffice Solution Africa (Pty) Ltd Services

Subject to your compliance with these Terms (including any other applicable terms and conditions), we grant to you limited, non-exclusive, revocable permission to make personal, non-commercial use of the OneOffice Solution Africa (Pty) Ltd Service and the Content (collectively, “**Access**”). This Access shall remain in effect unless and until terminated by you or OneOffice Solution Africa (Pty) Ltd. You agree that you will not redistribute or transfer the OneOffice Solution Africa (Pty) Ltd Service or the Content.

The OneOffice Solution Africa (Pty) Ltd software applications and the Content are licensed, not sold or transferred to you, and OneOffice Solution Africa (Pty) Ltd and its licensors retain ownership of all copies of the OneOffice Solution Africa (Pty) Ltd software applications and Content even after installation on your Devices.

OneOffice Solution Africa (Pty) Ltd’s Proprietary Rights

The OneOffice Solution Africa (Pty) Ltd Service and the Content are the property of OneOffice Solution Africa (Pty) Ltd or OneOffice Solution Africa (Pty) Ltd’s licensors. All OneOffice Solution Africa (Pty) Ltd trademarks, service marks, trade names, logos, domain names, and any other features of the OneOffice Solution Africa (Pty) Ltd brand (“**OneOffice Solution Africa (Pty) Ltd Brand Features**”) are the sole property of OneOffice Solution Africa (Pty) Ltd or its licensors. These Terms do not grant you any rights to use any OneOffice Solution Africa (Pty) Ltd Brand Features whether for commercial or non-commercial use.

You agree to abide by the OneOffice Solution Africa (Pty) Ltd User Guidelines and not to use the OneOffice Solution Africa (Pty) Ltd Service, the Content, or any part thereof in any manner not expressly permitted by these Terms.

Payments and cancellation

Billing

You may purchase a Paid Subscription directly from OneOffice Solution Africa (Pty) Ltd or through a third party either by:

- paying a subscription fee plus applicable taxes in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or
- pre-payment giving you access to the OneOffice Solution Africa (Pty) Ltd Service for a specific time period (“**Pre-Paid Period**”).

Tax rates are calculated based on the information you provide and the applicable rate at the time of your monthly charge.

If you purchase access to a Paid Subscription through a third party, separate terms and conditions with such third party may apply to your use of the OneOffice Solution Africa (Pty) Ltd Service in addition to these Terms. Please contact the third party regarding any refunds or to manage your subscription.

Price and tax changes

OneOffice Solution Africa (Pty) Ltd may from time to time make changes to Paid Subscriptions, including recurring subscription fees, the Pre-Paid Period (for periods not yet paid), and will communicate any price changes to you in advance. Price changes will take effect at the start of the next subscription period following the date of the price change and, by continuing to use the OneOffice Solution Africa (Pty) Ltd Service after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Paid Subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

Renewal and Cancellation

With the exception of Paid Subscriptions for a Pre-Paid Period, your payment to OneOffice Solution Africa (Pty) Ltd or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the

then-current subscription period. Contact our Customer Support team [here](#) for instructions on how to cancel. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of the OneOffice Solution Africa (Pty) Ltd Service. We do not provide refunds or credits for any partial subscription periods, except as expressly stated in these Terms.

If you have purchased a Paid Subscription using a Code, your subscription will automatically terminate at the end of the period stated with your Code, or when there is an insufficient pre-paid balance to pay for the OneOffice Solution Africa (Pty) Ltd Service.

Brand accounts

If you establish a OneOffice Solution Africa (Pty) Ltd account on behalf of a company, organization, entity, or brand (a “**Brand**,” and such account a “**Brand Account**”), the terms “**you**” and “**your**,” as used throughout these Terms (including other OneOffice Solution Africa (Pty) Ltd terms and conditions incorporated by reference herein), apply to both you and the Brand.

If you create a Brand Account, you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms (including any other applicable OneOffice Solution Africa (Pty) Ltd terms and conditions) and to bind the Brand to these Terms.

Export control and sanctions

OneOffice Solution Africa (Pty) Ltd’s products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. You warrant that you are (1) not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions or otherwise listed on any U.S. government list of prohibited or restricted parties.

You agree to comply with all applicable export and reexport control laws and regulations, including without limitation the EAR and trade and economic sanctions maintained by OFAC. Specifically, you agree not to – directly or indirectly – use, sell, export, reexport, transfer, divert, release, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from OneOffice Solution Africa (Pty) Ltd under these Terms to any destination, entity, or person or for any end-use prohibited by the

EAR, trade and economic sanctions maintained by OFAC, or any applicable laws or regulations of the United States or any other jurisdiction without obtaining any required prior authorization from the competent government authorities as required by those laws and regulations.

4. Content and Intellectual Property Rights

Feedback

If you provide ideas, suggestions, or other feedback in connection with your use of the OneOffice Solution Africa (Pty) Ltd Service or any Content (“**Feedback**”), such Feedback is not confidential and may be used by OneOffice Solution Africa (Pty) Ltd without restriction and without payment to you. Feedback is considered a type of User Content under these Terms.

Your Device

You also grant to us the right (1) to allow the OneOffice Solution Africa (Pty) Ltd Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the OneOffice Solution Africa (Pty) Ltd Service, and (2) to allow our business partners to do the same.

5. Customer Support, Information, Questions, and Complaints.

Customer support, information, questions, complaints

For customer support with account- and payment-related questions (“**Customer Support Queries**”), please use Customer Support resources listed on the [Contact Us](#) section of our website.

If you have any questions concerning the OneOffice Solution Africa (Pty) Ltd Service or these Terms (including any additional OneOffice Solution Africa (Pty) Ltd terms and conditions incorporated herein), please contact OneOffice Solution Africa (Pty) Ltd Customer Service by visiting the About Us section of our website. You may also contact us at the mailing address set forth in the “Service Provider” section at the start of these Terms.

6. Problems and Disputes

Suspending and terminating the OneOffice Solution Africa (Pty) Ltd Service

These Terms will continue to apply to you until terminated by either you or OneOffice Solution Africa (Pty) Ltd. OneOffice Solution Africa (Pty) Ltd may terminate these Terms (including any additional terms and conditions incorporated herein) or suspend your access to the OneOffice Solution Africa (Pty) Ltd Service at any time if we believe you have breached any of these Terms, if we stop providing the OneOffice Solution Africa (Pty) Ltd Service or any material component thereof, or as we believe necessary to comply with applicable law. If you or OneOffice Solution Africa (Pty) Ltd terminate these Terms, or if OneOffice Solution Africa (Pty) Ltd suspends your access to the OneOffice Solution Africa (Pty) Ltd Service, you agree that OneOffice Solution Africa (Pty) Ltd shall have no liability or responsibility to you, and (except as expressly provided in these Terms) OneOffice Solution Africa (Pty) Ltd will not refund any amounts that you have already paid. You may terminate these Terms at any time, in which case you may

not continue accessing or using the OneOffice Solution Africa (Pty) Ltd Service. To learn how to terminate your OneOffice Solution Africa (Pty) Ltd account, please use the Customer Support resources on our [Contact Us](#) page.

The following sections shall survive termination: Sections 2 (The OneOffice Solution Africa (Pty) Ltd Service Provided by Us), 3 (Your Use of the OneOffice Solution Africa (Pty) Ltd Service) (except as set forth therein), 4 (Content and Intellectual Property Rights), 6 (Problems and Disputes), 7 (About These Terms), as well as any other sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms.

Warranty disclaimers

THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. FURTHER, ONEOFFICE SOLUTION AFRICA (PTY) LTD AND ALL OWNERS OF THE CONTENT DISCLAIM ANY EXPRESS, IMPLIED, AND STATUTORY WARRANTIES REGARDING THE CONTENT, INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER ONEOFFICE SOLUTION AFRICA (PTY) LTD NOR ANY OWNER OF CONTENT WARRANTS THAT THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE OR CONTENT IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, ONEOFFICE SOLUTION AFRICA (PTY) LTD MAKES NO REPRESENTATION REGARDING, NOR DOES IT WARRANT OR ASSUME ANY RESPONSIBILITY FOR, ANY THIRD-PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, DEVICES OR ANY PRODUCT OR SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE OR ANY HYPERLINKED WEBSITE, AND ONEOFFICE SOLUTION AFRICA (PTY) LTD IS NOT RESPONSIBLE FOR ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF THE FOREGOING. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM ONEOFFICE SOLUTION AFRICA (PTY) LTD SHALL CREATE ANY WARRANTY ON BEHALF OF ONEOFFICE SOLUTION AFRICA (PTY) LTD.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the exclusion and limitations in this section may not apply to you.

Limitation of liability and time for filing a claim

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE IS TO UNINSTALL ANY ONEOFFICE SOLUTION AFRICA (PTY) LTD SOFTWARE AND TO STOP USING THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE. YOU AGREE THAT ONEOFFICE SOLUTION AFRICA (PTY) LTD HAS NO OBLIGATION OR LIABILITY

ARISING FROM OR RELATED TO THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD-PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO ONEOFFICE SOLUTION AFRICA (PTY) LTD, FOR ANY PROBLEMS OR DISSATISFACTION WITH ANY THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL OR STOP USING SUCH THIRD-PARTY APPLICATIONS.

IN NO EVENT WILL ONEOFFICE SOLUTION AFRICA (PTY) LTD, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OF OR INABILITY TO USE THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE, DEVICES, THIRD-PARTY APPLICATIONS, OR THIRD-PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER ONEOFFICE SOLUTION AFRICA (PTY) LTD HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE ONEOFFICE SOLUTION AFRICA (PTY) LTD SERVICE, THIRD-PARTY APPLICATIONS, OR THIRD-PARTY APPLICATION CONTENT MORE THAN THE GREATER OF (A) THE AMOUNTS PAID BY YOU TO ONEOFFICE SOLUTION AFRICA (PTY) LTD DURING THE TWELVE MONTHS PRIOR TO THE FIRST CLAIM; OR ZAR 600.00.

For clarification, these Terms do not limit OneOffice Solution Africa (Pty) Ltd's liability for fraud, fraudulent misrepresentation, death or personal injury to the extent that applicable law would prohibit such a limitation.

ANY CLAIM ARISING UNDER THESE TERMS MUST BE COMMENCED (BY FILING A DEMAND FOR ARBITRATION OR FILING AN INDIVIDUAL ACTION UNDER THE ARBITRATION AGREEMENT BELOW) WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD.

Third party rights

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of these Terms and have the right to enforce these Terms directly against you. Other than as set out in this section, these Terms are not intended to grant rights to anyone except you and

OneOffice Solution Africa (Pty) Ltd, and in no event shall these Terms create any third-party beneficiary rights.

If you have downloaded any of our mobile software applications (each, an “**App**”) from the Apple Inc. (“**Apple**”) App Store, or the Google (“**Google**”) Google Play or Huawei (“**Huawei**”) AppGallery or if you are using the App on an iOS, Android or HarmonyOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple, Google or Huawei (each “**Platform**”, and collectively “**Platform/s**”). These Terms are between you and OneOffice Solution Africa (Pty) Ltd only, not with the Platforms, and each of the Platforms is not responsible for the OneOffice Solution Africa (Pty) Ltd Service and the content thereof. Each Platform has no obligation whatsoever to furnish any maintenance and support services with respect to the OneOffice Solution Africa (Pty) Ltd Service. In the event of any failure of the OneOffice Solution Africa (Pty) Ltd Service to conform to any applicable warranty, you may notify the Platform which will refund the applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, the Platform has no other warranty obligation whatsoever with respect to the OneOffice Solution Africa (Pty) Ltd Service. The Platform is not responsible for addressing any claims by you or any third party relating to the OneOffice Solution Africa (Pty) Ltd Service or your possession or use of the OneOffice Solution Africa (Pty) Ltd Service, including: (1) product liability claims; (2) any claim that the OneOffice Solution Africa (Pty) Ltd Service fails to conform to any applicable legal or regulatory requirement; (3) claims arising under consumer protection or similar legislation; and (4) claims with respect to intellectual property infringement. Platform is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the OneOffice Solution Africa (Pty) Ltd Service or your possession and use of the App infringe that third party’s intellectual property rights. You agree to comply with any applicable third-party terms, when using the OneOffice Solution Africa (Pty) Ltd Service. Platform, and Platform’s subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Platform will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

Indemnification

You agree to indemnify and hold OneOffice Solution Africa (Pty) Ltd harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (1) your breach of any of these Terms (including any additional OneOffice Solution Africa (Pty) Ltd terms and conditions incorporated herein); (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the OneOffice Solution Africa (Pty) Ltd Service; and (4) your violation of any law or the rights of a third party.

Governing law, mandatory arbitration and venue

Governing law and jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of the South Africa. Further, you and OneOffice Solution Africa (Pty) Ltd agree to the jurisdiction of the federal and provincial courts located in Cape Town, South Africa to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or the OneOffice Solution Africa (Pty) Ltd Service that is not subject to mandatory arbitration under the Arbitration Agreement below, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

ARBITRATION AGREEMENT

This Arbitration Agreement section sets forth the terms and conditions pursuant to which disputes, claims and controversies between you and OneOffice Solution Africa (Pty) Ltd will be resolved through arbitration ("Arbitration Agreement").

Dispute resolution and arbitration

You and OneOffice Solution Africa (Pty) Ltd agree that any dispute, claim, or controversy between you and OneOffice Solution Africa (Pty) Ltd arising in connection with or relating in any way to these Terms or to your relationship with OneOffice Solution Africa (Pty) Ltd as a user of the OneOffice Solution Africa (Pty) Ltd Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory binding individual (not class) arbitration. You and OneOffice Solution Africa (Pty) Ltd further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. THERE IS NO JUDGE IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney fees and costs only where allowable under applicable law), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of these Terms.

Exceptions

You and OneOffice Solution Africa (Pty) Ltd both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to bring an individual action (1) in a South African small claims court or (2) in a court of law, in accordance with the jurisdiction and venue described in the Dispute Resolution and Arbitration section above, seeking (a) only temporary or preliminary individualized injunctive relief, pending a final ruling

from the arbitrator or (b) public injunctive relief, pending a ruling on the substance of such claim from the arbitrator. In addition, this Arbitration Agreement doesn't stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

No class Or representative proceedings; class action waiver

YOU AND ONEOFFICE SOLUTION AFRICA (PTY) LTD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and OneOffice Solution Africa (Pty) Ltd agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Arbitration rules

Either you or we may start arbitration proceedings. Any arbitration between you and OneOffice Solution Africa (Pty) Ltd will take place under the Association Of Arbitrators rules <http://www.arbitrators.co.za/wp-content/uploads/2021/11/2021.09.23-Ed-Arb-Rules-1-Nov-2021-Rev-5-DB-RA-PR-clean-1.pdf>.

Any arbitration hearings will be conducted by phone or videoconference to the extent possible, but if the arbitrator determines that a hearing should be conducted in person, the locale for such hearing shall be determined by the arbitrator in accordance with the rules

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

Notice and process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by electronic mail to legal@onoffice.africa and by certified

mail, to OneOffice Africa, Tygerberg Office Park, 163 Uys Krige drive, Platteklouf, Cape Town, South Africa The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“**Demand**”). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or OneOffice Solution Africa (Pty) Ltd may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or OneOffice Solution Africa (Pty) Ltd shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, and the arbitrator issues you an award that is greater than the value of OneOffice Solution Africa (Pty) Ltd’s last written settlement offer, then OneOffice Solution Africa (Pty) Ltd will instead pay you either the amount of the award or ZAR 10,000, whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator’s decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Enforceability

If this Arbitration Agreement is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in the ‘Governing law and jurisdiction’ section above shall govern with respect to any aspect of any dispute, claim or controversy that, as a result of such invalidation, is no longer governed by this Arbitration Agreement.

7. About These Terms

Under applicable law, you may have certain rights that can’t be limited by a contract. These Terms are in no way intended to restrict those rights.

Changes

We may make changes to these Terms (including any additional OneOffice Solution Africa (Pty) Ltd terms and conditions incorporated by reference herein) from time to time by notifying you of such changes by any reasonable means, including by posting the revised Terms on the applicable OneOffice Solution Africa (Pty) Ltd Service (provided that, for material changes, we will seek to supplement such notice by email, an in-service pop-up message or other prominent notice within the Service, or other means). Any such changes will not apply to any dispute between you and us arising prior to the date on which the Terms were changed. Your use of the OneOffice Solution Africa (Pty) Ltd Service following any changes to these Terms will constitute your acceptance of such changes. If you do not wish to continue using the OneOffice Solution Africa (Pty) Ltd Service under the updated

Terms, you may terminate your account by contacting us. The effective date set forth at the top of this document indicates when these Terms were last changed.

Entire agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and OneOffice Solution Africa (Pty) Ltd, these Terms constitute all the terms and conditions agreed upon between you and OneOffice Solution Africa (Pty) Ltd and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

Severability and waiver

Unless as otherwise stated in these Terms, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, the remaining provisions of these Terms will not be affected, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by OneOffice Solution Africa (Pty) Ltd or any third-party beneficiary to enforce these Terms or any provision thereof shall not waive OneOffice Solution Africa (Pty) Ltd's or the applicable third-party beneficiary's right to do so.

Assignment

OneOffice Solution Africa (Pty) Ltd may assign any or all of these Terms, and may assign or delegate, in whole or in part, any of its rights or obligations under these Terms. You may not assign these Terms, in whole or in part, nor transfer or sub-license your rights under these Terms, to any third party.