

N / B / T Y

TERMS OF SERVICE

1. GENERAL

Use of the services of Way With Words Limited t/a Nibity (the Company) constitutes an express acknowledgement and agreement to be bound by the terms and conditions and policies (the Provisions) which appear on the Company's website (the Website) and which govern, but are not limited to, matters relating to Warranties, Interpretation and Jurisdiction, Uploading, Limitation of Liability, Payment, Privacy, Data Processing, Customer Care and Cookies. The Company reserves the right to change the Provisions at any time by posting such changes online. It is the responsibility of the Service User to refer to, familiarize itself with and comply with the Provisions and any other terms and conditions as agreed upon between the parties. The Service User's continued use of the Website after changes are posted constitutes an express acceptance of the Provisions, as amended.

2. DEFINITIONS

In the Provisions the following terms have the meanings ascribed to them below:

2.1. Service means any one of the facilities offered by the Company, including, but not limited to, audio transcription and video transcription, and Services has a concomitant meaning.

2.2 Service User means any person, whether a natural or juristic person, corporate or unincorporated, who uses the Services.

2.3 Specific Job means any particular job of work required by the Service User to be performed by the Company as part of the Services.

2.4 Quoted Value means the value which the Company and the Service User agree as being the fee payable by the Service User to the Company in respect of a Specific Job.

2.5 Recordings and Transcription Source means any correspondence, documentation, literary, artistic or musical work, sound or other audio/video recording or broadcast, program carrying signal, computer program, or any other work, program or recording whether protected by copyright or not.

2.6 Personnel and Service Provider/s means and refers to any/all directors, officials, employees, independent contractors, transcribers, typists and temporary typists associated with or engaged by the Company in terms of an agreement.

2.7 Confidential or Protected Information means any confidential or private material, correspondence, documentation, advice, information, know-how, record or other sensitive knowledge or information arising from the recordings and transcription source and obtained, accessed or received by the Company, the Personnel and Service Providers which, but for the association between the Service User and the Company, would not ordinarily be available to the Personnel and Service Providers.

2.8 Use of the singular will include the plural and vice versa, unless the context indicates otherwise.

3. WARRANTIES

3.1 In the event that, in contracting with the Company, a Service User acts on behalf of any other person, whether a natural or a juristic person, corporate or unincorporated, the Service User warrants that it has the necessary authority to so act and that such person, whether a natural or a juristic person, corporate or unincorporated, also agrees to be bound by the Provisions.

3.2 Use of the Services constitutes a warranty by the Service User that it holds the necessary right, title and interest, whether in copyright or arising from any other

area of law, contract or arrangement, in the Recordings and Transcription Source in respect of which the Services have been sought from the Company.

3.3 The Service User undertakes to defend, indemnify and hold harmless the Company against any claim or action, loss or damage arising from any infringement of copyright in the Recordings and Transcription Source.

4. INTERPRETATION AND JURISDICTION

4.1 The Provisions shall be interpreted in accordance with the law of the Republic of South Africa and the High Court of South Africa shall have exclusive jurisdiction in respect of any dispute howsoever arising between the Company and the Service User.

4.2 In the event of conflict between the Provisions and any other terms and conditions or agreements between the Company and the Service User, the Provisions shall take precedence.

5. UPLOADING

Work on a Specific Job will not be commenced until the Recordings and Transcription Source in respect thereof have been received by the Company and, in the event of a partial deposit or prepayment in full being required, until such time as the partial deposit or prepayment in full has been received by the Company.

Turnaround time for a Specific Job is calculated from the time of upload of the Recordings and Transcription Source by the Service User.

6. LIMITATION OF LIABILITY

6.1 A Specific Job requested by a Service User is completed and returned according to the Service User's instruction. While every effort is made to identify duplicate audio files, or a file containing a different subject matter from that which appears in the name of the file, the Company does not accept responsibility for any file which is incorrectly named or uploaded by the Service User, or any file which the Service User requests the Company to upload via any third party link and which is incorrect either as to name or content, and the Company does not accept liability for any resultant loss or damage suffered by the Service User whether direct or consequential.

6.2 Although the Company will use reasonable endeavours to deliver a Specific Job on time, delays concomitant with high volumes of work may be experienced and delivery dates may be moved accordingly.

6.3 The Service User is referred to the provisions of the Company's Data Processing Addendum, Privacy Policy and Customer Care Policy for information on the protection of information.

6.4 In the event of any Service User suffering damage or loss as a result of the publication or dissemination of any Confidential or Protected Information by any Personnel or Service Provider then the maximum extent of the Company's liability, if any, will be limited to an amount equal to twice the Quoted Value.

6.5 The Company cannot guarantee the efficacy, security and/or privacy of using email for the conveyance of any transcript, correspondence or other communication and consequently does not accept liability for any loss or damage, whether direct or consequential, suffered by the Service User as a result of any non-delivery and/or breach of confidentiality or privacy resulting from such use.

7. PAYMENT

7.1 Payment must be made by the Service User to the Company immediately on upload of audio/video files, provided that where the Service User is a juristic person, whether corporate or unincorporated, and a purchase order is provided to the Company, payment must be made within 30 days of presentation of invoice by the Company to the Service User unless a longer period has been negotiated between them, in which case payment must then be made within such negotiated longer period.

7.2 Transcription credits will remain valid and usable for a period of twelve (12) months from date of invoice presented to the Service User, provided that payment has been received by the Company within the period stipulated therefor.

7.3 A partial deposit of funds or full payment may be required to be paid by the Service User to the Company in advance.

7.4 Any set minimum charge which applies is payable by the Service User to the Company in advance.

7.5 A Service User requiring a Purchase Order (PO) is requested to generate a PO number on acceptance of the Quoted Value and e-mail a copy to the Company.

7.6 Prices exclude GST/ VAT/ any other service tax where applicable.

7.7 Any invoice dispute must be submitted by the Service User to the Company in writing within seven (7) days of receipt by the Service User of the invoice.

7.8 If payment is not received within thirty (30) days of the due payment date, as referred to above, the Company reserves the option to charge interest on the outstanding balance at a rate not exceeding 8% per annum over the relevant base rate, up to the date when payment is received by the Company. The Company also reserves the option to claim compensation for debt recovery costs.

7.9 A Service User has the right to request a review of the work returned within fourteen (14) days of receipt of the work. Should the Company agree to a discount for the work returned, any repayment will be made within a period of seven (7) days thereafter.