

## **GATEWAY SUBSCRIBER RULES**

### **1. Definitions**

In these Rules, the following defined terms shall carry the following meanings:

- 1.1 "Activation Code" means the unique code issued to you under Rule 3.1 from time to time;
- 1.2 "Approved Supplier" means a person approved of by Korbitec from time to time to whom Korbitec provides Gateway Software;
- 1.3 "Approved Software" means software provided by Korbitec or provided by an Approved Supplier, which software is approved by Korbitec for purposes of Gateway and in conjunction with which Gateway Software is lawfully supplied;
- 1.4 "Approved Software Licence" means the agreement you concluded with Korbitec or the Approved Supplier under which you acquired the right to use the Approved Software;
- 1.5 "Gateway" means the system, known as Korbitec Gateway and/or Attorney Gateway, designed and developed by Korbitec for the secure transfer of messages and data, and shall include all modifications and enhancements thereto from time to time;
- 1.6 "Gateway Software" means such software as may be provided to you from time to time by Korbitec or an Approved Supplier in conjunction with Approved Software to facilitate your connection to and use of Gateway;
- 1.7 "Gateway Workstation Specifications" means the minimum specifications of all software, hardware and infrastructure required to access and use Gateway in an optimal manner, which specifications shall be posted on the Web Site by Korbitec from time to time, and as amended by Korbitec from time to time in accordance with Rule 7;
- 1.8 "Korbitec" means Korbitec (Proprietary) Ltd (registration number 1987/000763/07);
- 1.9 "Matter" means an instruction from a financial institution to you to execute a particular transaction or piece of work, including but not limited to the registration of a mortgage bond or the cancellation of a mortgage bond, to which instruction Gateway allocates a unique reference number;
- 1.10 "Message" means any message and/or data transmitted by means of Gateway between you and a Subscriber in relation to any Matter;
- 1.11 "Message Specifications" means the workflow validation rules for any Message to be transmitted by means of Gateway, which rules shall be posted on the Web Site by Korbitec from time to time, and as amended by Korbitec from time to time in accordance with Rule 7;
- 1.12 "Passwords" means the Activation Code and the Private Cryptographic Key, and "Password" means either of them;
- 1.13 "Privacy Policy" means the Privacy Policy as defined in Rule 6 below;
- 1.14 "Private Cryptographic Key" means a cryptographic key generated solely for use by you or on your behalf under these Rules to permit authentication of any Message sent by you or on your behalf, and to decrypt any Message sent to you, by means of Gateway;
- 1.15 "Rules" means the terms and conditions as set out in this document headed "Gateway Subscriber Rules", as read with any schedules, as amended from time to time;
- 1.16 "Subscriber" means any person which lawfully uses Approved Software under a valid Approved Software Licence, is lawfully entitled to use Gateway and to which a unique activation code is issued by means of Gateway, to whom you send or attempt to send and/or from whom you receive or are sent a Message through Gateway;
- 1.17 "System Administrator" means the person, notified to Korbitec, whom you have appointed as your system administrator under the Approved Software Licence;
- 1.18 "us" means Korbitec and you;
- 1.19 "User" means the System Administrator and any person who is employed by you, who is your agent and/or who acts or purports to act on your behalf and/or who uses and/or accesses Gateway by using any Password;
- 1.20 "Web Site" means <http://www.korbitecGateway.korbitec.com> or such other web site as Korbitec may notify you from time to time; and
- 1.21 "you" means the person whose details are specified in the Approved Software Licence with Korbitec or the Approved Supplier, as the case may be, which details are hereby incorporated into these Rules by reference, and "your" has a corresponding meaning.

### **2. Grant of rights**

- 2.1 Your right to access and use Gateway is governed by the terms and conditions of your Approved Software Licence and these Rules.
- 2.2 You acknowledge and agree that:

- 2.2.1 any server or other hardware used by Korbitec for purposes of providing any person with access to and use of Gateway may, in Korbitec's sole discretion, be shared for purposes of providing a number of Subscribers with access to and use of Gateway, and no server or other hardware will be used exclusively for purposes of you and/or any category of Matters; and
- 2.2.2 Korbitec is entitled to take all steps it considers necessary to secure the Gateway, any server and any Message from time to time from unauthorised access.

### **3. Security and Passwords**

- 3.1 You record and agree that upon your request Korbitec has issued the Activation Code by means of the Gateway Software, and has delivered the Activation Code to you or your System Administrator on your behalf.
- 3.2 On the date on which you and/or the System Administrator first uses the Activation Code to access Gateway, the Gateway Software generates for you and/or the System Administrator on your behalf the Private Cryptographic Key and a public cryptographic key solely for your use of Gateway under these Rules.
- 3.3 You hereby agree and warrant, and shall procure that each User complies with the following:
  - 3.3.1 each Password shall only be used by your Users on your behalf under these Rules;
  - 3.3.2 you shall ensure that you safely and securely keep a back-up copy of your Password;
  - 3.3.3 neither you nor any User shall give, disclose or make available any Password to any other person (including any User) for such person's use ("unauthorised use") and that you and each User shall maintain the confidentiality of each Password; and
  - 3.3.4 if for any reason you know or suspect that any Password is no longer secure or may be accessible to or in the possession of any person other than a User authorised by you, you shall immediately notify Korbitec thereof, whereupon Korbitec shall use its best endeavours to replace such Password within twenty four (24) hours after receipt of such notification.
- 3.4 In order to ensure the security and reliable operation of the Web Site and Gateway Software for all Subscribers, Korbitec hereby reserves the right to take whatever action Korbitec considers necessary to preserve the security and reliability of the Web Site and/or Gateway Software from time to time.

### **4. Your obligations**

- 4.1 You shall, and shall procure that every User shall, only use and access Gateway:
  - 4.1.1 in South Africa, and shall only send Messages to, and receive Messages from, Subscribers situated in South Africa;
  - 4.1.2 for or in connection with transmitting and receiving Messages which:
    - 4.1.2.1 relate to Matters in the normal course of your business; and
    - 4.1.2.2 in respect of any Matter, pertain only to that Matter;
    - 4.1.2.3 and not for or in connection with any other purpose whatsoever;
    - 4.1.2.4 only by means of Gateway Software and Approved Software; and
    - 4.1.2.5 with or on software, hardware and infrastructure which at all times complies with the Gateway Workstation Specifications.
- 4.2 You agree that you shall not, and shall procure that none of your Users shall:
  - 4.2.1 copy (other than in terms of these Rules), adapt, translate or reproduce any Gateway Software, in whole or in part;
  - 4.2.2 permit, whether directly or indirectly, any third party including any subsidiary, associate, director, shareholder, agent, User, representative and/or employee, to do anything which you are prohibited from doing under these Rules;
  - 4.2.3 rent, lease, sell, sub-license, assign or otherwise transfer or make available any Gateway Software, in whole or in part, to any person or purport to do any of the foregoing;
  - 4.2.4 modify, decompile, reverse compile, disassemble, reverse assemble or reverse engineer (or, attempt to do any of the foregoing) all or part of any Gateway Software or otherwise do or attempt to derive or print any source code of any Gateway Software or reduce all or part of any Gateway Software to a human readable form;
  - 4.2.5 use and/or develop, directly or indirectly, any software which does or is intended to integrate or interact with, in any way, all or part of any Gateway Software; nor
  - 4.2.6 use Gateway to send any Message which:
    - 4.2.6.1 contravenes any applicable law or regulation;
    - 4.2.6.2 is or could reasonably be expected to be offensive, threatening or defamatory;
    - 4.2.6.3 contains any harmful code, such as viruses, Trojans, and worms; and/or

4.2.6.4 could subject Korbitec to potential civil or criminal liability.

4.3 You shall, at your own cost:

4.3.1 ensure that all your Users will comply with the provisions of these Rules; and

4.3.2 maintain control and possession of all equipment on which Gateway Software is installed, and, if you transfer ownership and/or possession of any such equipment to any person, you shall ensure that all Gateway Software is permanently deleted from such equipment.

## 5. Minimum specifications

You will procure that Gateway Software is only used under these Rules on or in relation to Approved Software and hardware which complies with the Gateway Workstation Specifications. You acknowledge that failure to abide by these specifications could lead to adverse consequences, including but not limited to:

5.1.1 malfunction of Gateway Software, the hardware used by you and/or any other software that is used on your computer and/or network; and/or

5.1.2 Messages not being delivered successfully by means of Gateway.

## 6. Use of Data/Privacy

6.1 In the management of Messages sent by means of the Gateway, Korbitec shall comply with the terms of its privacy policy as published on the Web Site from time to time ("Privacy Policy"), the terms of which are incorporated by reference into the these Rules. The Privacy Policy published on the Web Site is updated regularly. A certificate signed by one of Korbitec's directors, whose appointment, qualification and authority need not be proved, shall be prima facie proof of the date of publication and content of the provisions of the Privacy Policy from time to time.

6.2 Each time you use Gateway you agree to be bound by the then prevailing Privacy Policy.

6.3 Notwithstanding the provisions of this Rule 6, Korbitec shall be entitled to use any information which may be governed by the Privacy Policy and/or the content and details relating to any Message and the recipient and sender thereof, only:

6.3.1 for purposes of sending Messages to any Subscriber to whom such Message has been addressed by you;

6.3.2 internally and for the use of any company within its group of companies for statistical and profiling purposes with a view to improving the performance of Gateway and the related services to be provided in terms of these Rules; and

6.3.3 for billing purposes.

## 7. Amendments

7.1 Korbitec shall from time to time in its sole and absolute discretion be entitled to amend these Rules, including but not limited to the Gateway Workstation Specifications and the Message Specifications by Korbitec posting on the Web Site notification that same has been amended and/or a hyperlink to the terms of such amendments.

7.2 You are responsible for checking the terms and conditions of these Rules for any amendments as posted on the Web Site from time to time before each use of Gateway Software by any of your Users. Continued use of Gateway Software by you or on your behalf after any amendment has been effected under these Rules constitutes your deemed acceptance of these Rules as so amended. A certificate signed by one of Korbitec's directors, whose appointment, qualification and authority need not be proved, shall be prima facie proof of the date of publication and content of the provisions of these Rules from time to time.