



NAGGING PANDA USER TERMS AND CONDITIONS [REVISED AUGUST 2024]

1. Introduction to Terms and Conditions

- 1.1 Welcome to the NAGGING PANDA software platform and/or mobile application (“the Platform”), which enables you, the User, to use a variety of services, related primarily to the management of Accounts Receivable (“the Services”).
- 1.2 The Platform is owned and managed by NAGGING PANDA FZCO , a company registered in Dubai Silicon Oasis, United Arab Emirates, with registration number DSO-FZCO-21245 (“NAGGING PANDA”).
- 1.3 All references in these terms and conditions to NAGGING PANDA may also refer to the Platform, as and when the context requires.
- 1.4 Your access to the Platform and the use of the Services is subject to these User Terms and Conditions (“T&Cs” or “the Agreement”), which may be varied by NAGGING PANDA in its sole discretion from time to time, as and when it deems necessary. Whenever you access the Platform or use the Services you are deemed to have consented to the T&Cs, as well as any amendments that may be made from time to time. Please make sure that you remain up to date on the terms and conditions, which are available via the Platform.
- 1.5 These T&Cs must be read together with the Pricing Page, which is updated from time to time, and the provisions of which are incorporated into these T&Cs by reference. The Pricing Page sets out the pricing for the Subscription Plans related to the Core Services, the Additional Charges for Communication Services, and any other Additional Services that the User may subscribe for from time to time and. The Pricing Page is available at: <https://www.naggingpanda.com/pricing>
- 1.6 NAGGING PANDA may from time-to-time contract with third parties to provide the Services or deliver the Platform, and where this has contractual relevance you will be notified on the Platform and or by email to the address on record. Where the third party is providing the services to NAGGING PANDA, we will ensure that they only have access to such information as is justified and necessary based on business need, and the requirements of Personal Data Protection and Privacy laws will be complied with.

- 1.7 Your privacy is important to NAGGING PANDA and you are referred to the Privacy Policy (including our use of Cookie technologies) which is available at www.naggingpanda.com.

Terms and Conditions

2 Nature of the Relationship

- 2.1 In accessing the Platform and using the Services, you are acting as an independent party making use of a set of tools for your own benefit. Nothing in these T&Cs means or implies that NAGGING PANDA is acting on your behalf, or that you are acting on behalf of NAGGING PANDA. You hereby irrevocably indemnify and hold NAGGING PANDA harmless against any claims by third-parties that may arise from your access to the Platform and/or your use of the Services.
- 2.2 Wherever the Platform is linked to a third-party service provider, NAGGING PANDA does not warrant the efficacy, suitability, security, sustainability, performance, service provision or otherwise of the third-party services. NAGGING PANDA is not liable for the services provided to the User by third parties, even though the third-party services are delivered in conjunction with the Services or linked to the Platform.
- 2.3 The Platform is made available, and the Services are provided on an “as-is” basis. NAGGING PANDA does not warrant the successful outcome of the use of the Services and you hereby waive any and all claims against NAGGING PANDA in relation thereto.

3 Provision of Services, Charges and Fees

Core Services: Subscription Fees-

- 3.1 Access to the Platform is achieved by registration and activation of your account is achieved by payment of a Subscription Fee, to which you agree when you activate your account. The amount of the Subscription Fee you pay depends upon the Subscription Plan that you select from time to time.
- 3.2 The payment of the Subscription Fee gives the User access to all of the Core Services for the duration of the Subscription. In addition to the Subscription Fee there are Additional Charges, which are listed on the Pricing Page (see clauses 3.7 to 3.11 below).
- 3.3 Where you agree to a monthly Subscription Fee, the Subscription Fee is subject to change, but only on 30 (thirty) days' prior notice. Where you agree to an annual or longer term Subscription Fee (whether paid upfront in advance or monthly), the Subscription Fee is subject to change, but only effective at the end of the current subscription period.
- 3.4 If a Subscription Fee is not paid on the due date, for whatever reason, your account will be suspended until the Subscription Fee has been paid in full. In the event that the User has subscribed for the "All Entities Offer" a failure to pay the Subscription Fee on due date, for whatsoever reason, will result in the suspension of all accounts linked to that User, until the Subscription Fee has been paid in full.
- 3.5 When Services are suspended any and all Workflows that are still in process will be put on hold, until the Subscription Fee has been paid in full, and NAGGING PANDA shall not be liable for the consequences thereof.
- 3.6 You are entitled to terminate the Services at any time (per clause 6 below), however, should you not terminate your Subscription on or before the end of the then current Subscription Period (be it monthly or annually or longer term) your subscription will automatically renew for any equivalent period at the then current Subscription Fees (as per the Pricing Page).

Communication Services and Additional Charges

- 3.7 In addition to the Subscription Fees, all third party and other additional Services are charged for on a "pay as you go" basis, at rates indicated of the Pricing Page, from time to time. This includes Communication Services that may be coupled with an Instruction. These rates are subject to change.

- 3.8 To be able to use the Communication Services, you are required to load money onto a NAGGING PANDA Wallet. Balances in your Wallet are deemed to be prepayments for Services. The Platform enables you to top-up your Wallet as and when required, using a credit card payment. The balance in your Wallet account will not accrue interest. The balance in your Wallet cannot be cashed out or refunded.
- 3.9 You will be charged for the third-party Communication Services (by a deduction from your Wallet) on execution of an Instruction, and not at the time of the creation of the Instruction. Accordingly, if you cancel the Instruction timeously before the date and time of its scheduled execution, you will not be charged for an Instruction, and there will not be a third-party charge.
- 3.10 Once an Instruction is created you are deemed to have approved the charge and will be charged in full by a deduction from your Wallet, unless the Instruction is cancelled by you prior to the scheduled implementation date and time. It is solely your responsibility to ensure that Instructions are cancelled prior to the implementation date and time if they are no longer required.
- 3.11 An Instruction will not be implemented if there are insufficient funds in your Wallet to cover the Communication Services required to implement that Instruction.
- 3.12 In addition to the Core Services, should you choose to use any Additional Services, the credit card (the details of which you have provided to NAGGING PANDA in advance) will be billed. Upon successful receipt of payment the Additional Services will be provided to you. You hereby give NAGGING PANDA permission to charge your card accordingly.

Additional Services - Use of an Accounts Collection Consultant (ACC)

- 3.13 One of the Additional Services offered by NAGGING PANDA is the appointment of an ACC, who will personally contact the Debtor in an attempt to conclude a Payment Arrangement with the Debtor, on the User's behalf.
- 3.14 In selecting this Additional Service, the following terms and conditions will apply:
- 3.14.1 Each time that you give an Instruction to refer Debt to an ACC, you authorize and mandate NAGGING PANDA to appoint the ACC on your behalf, and to give the requested instructions to collect the Debt owing to you by your Debtor ("Collection Mandate") to the ACC.

- 3.14.2 You are deemed to have given a Collection Mandate when you submit your Debt for collection to the ACC electronically via the Platform. The information sent to the ACC via the Platform will detail the nature and the amount of the Debt and the details of the Debtor, and where applicable, the parameters within which the ACC may negotiate a Payment Arrangement with the Debtor.
- 3.14.3 The appointed ACC will then endeavour to collect the Debt, or part thereof, from the Debtor and such monies will be paid into the Bank Account that you nominate on the Platform. The ACC will use all reasonable and lawful means to collect the Debt, but this shall not include any legal proceedings.
- 3.14.4 You will be liable for payment of a collection fee in respect of any amount successfully collected by the ACC in terms of a Payment Arrangement; which fee is as listed on the Pricing Page at the time of granting of the Collection Mandate (“Collection Fee”). The Collection Fee is payable within 5 Business Days of your receipt of payment from the Debtor. This obligation to pay the ACC the Collection Fee will survive the termination of the Services or this Agreement, and constitutes a separate legal obligation.
- 3.14.5 Subject to the provisions of this clause 3.14, you may withdraw a Collection Mandate at any time by choosing the option to reverse the Collection Mandate related to a specific claim; provided that the ACC is given an opportunity to conclude a Payment Arrangement within 60 days of the date of notice of withdrawal, failing which the Collection Mandate is terminated.
- 3.14.6 Notwithstanding any provision of this clause 3.14, in the event that you withdraw a Collection Mandate after the ACC has made a first contact with the Debtor, and notwithstanding the fact that a Payment Arrangement has not been concluded, and you nonetheless receive payment in whole or in part within 12 months of the termination of the Collection Mandate, you will nevertheless be obliged to pay the ACC the Collection Fee, as the ACC’s actions will be deemed to have been the proximate cause for the payment of the Debt (in whole or in part).
- 3.15 NAGGING PANDA does not warrant the success of the ACC in the fulfilment of the Collection Mandate.
- 3.16 The ACC may also assist you with other services and will be a Third Party Value Added Services, in terms of clause 7 below.

General

3.17 Unless otherwise stated, all subscriptions and charges are quoted excluding relevant sales or value added taxes.

4 Terms and conditions relating to Instructions and Workflows

- 4.1 You have sole responsibility for the input of all Customer Data and warrant that all such data is true and correct.
- 4.2 By creating an Instruction on the Platform, you warrant that the Instruction Data is true and correct.
- 4.3 You are solely responsible for your conduct on the Platform and in the use of the Services, including in respect of each Instruction and the quality, accuracy and truthfulness of all Instruction Data, Customer Data, and any other material that you submit on the Platform or otherwise under this Agreement. Furthermore, you warrant that you will treat all Personal Data in accordance with the applicable Data Protection and Privacy Laws.
- 4.4 As a User, you will conduct yourself in a diligent, respectful and professional manner at all times and shall not act in a manner which can be ascribed to and/or jeopardise the reputation of NAGGING PANDA or the Platform.
- 4.5 In accessing the Platform and using the Services, you shall not breach any of the provisions of applicable Data Protection and Privacy Laws, including, but not limited to, the conducting of direct marketing activities contrary to the provision of such laws.
- 4.6 You may not use the Platform for any illegal or unauthorized purpose and you shall comply with all legislation, rules, notices, policies, directives, industry codes, and regulations applicable to your access and use of the Platform and your management of an Instruction.
- 4.7 You may not use the Platform for spam or for direct marketing, and, without derogating from the generality of the aforementioned, all invoices, quotes and other communications must be bona fide, legal and accurate.
- 4.8 You may not include any violent, hateful, pornographic, racial or other discriminatory materials, or any unlawful, infringing, or otherwise offending information or content on or through the Platform.
- 4.9 You may not access the Platform by any other means than those officially permitted by NAGGING PANDA. You must not hack or attempt to hack or assist any other person to hack into the Platform, or otherwise gain unlawful access to the Platform and its data.

- 4.10 You may not interfere or disrupt the Platform, or any third party services or networks linked thereto, including by transmitting any malware, spyware, viruses, worms or introducing destructive or malicious code or by creating accounts on the Platform through unauthorized means, including, but not limited to, by automated device, script, bot, spider, crawler or scraper.
- 4.11 You are responsible for any activity that occurs through your account. You may not allow any other person to access your User account and you will not solicit or use the login credentials of another User at any time.
- 4.12 In addition to NAGGING PANDA's rights in terms of clause 6, should you not comply with any of your obligations in terms of clauses 4.4 to 4.11 (both inclusive), NAGGING PANDA has the right to suspend your account with immediate effect and without notice.
- 4.13 You hereby warrant that all Personal Data entered by you onto the Platform, from time to time, is both true, accurate and complete, and lawfully obtained for the purposes for which you are using it for.
- 4.14 You hereby agree that you are familiar with and accept the terms of NAGGING PANDA's Privacy Policy.
- 4.15 You hereby indemnify and hold NAGGING PANDA harmless in respect of any claim howsoever arising from your breach of any of the undertakings in this clause 4.

5 General Terms of Use of the Platform

- 5.1 In using the Platform, you warrant and represent in favour of NAGGING PANDA that you are of legal age to enter into contracts in terms of Applicable Law, or you are duly assisted by your legal guardian who consents thereto.
- 5.2 You warrant that, if you are acting on behalf of a business or other legal or juristic entity, you have full permission to do so and have authority to represent and bind the entity to the extent required in this agreement.
- 5.3 You agree that you are responsible for all charges and costs that you incur in accessing the Platform and in fulfilling an Instruction on the Platform, including but not limited to, data charges and other third-party costs.
- 5.4 You acknowledge that the Platform, is provided on an "as is", "as available" and "with all faults" basis. Accordingly, to the fullest extent

permitted by law, NAGGING PANDA, nor its shareholders or affiliates, nor any of its directors, employees, managers, officers, agents or the like, make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to:

- 5.4.1 the availability or reliability of the Platform and the third party providers;
- 5.4.2 the security associated with the transmission of information and data by you or to you on the Platform and the third party providers ; or
- 5.4.3 that the Platform, or services of third party providers are free from any harmful components, including (without limitation) viruses.
- 5.5 You are responsible for protecting your login and account details, including your password, bank account details, and any and all Personal Information.
- 5.6 As the User of the Platform you are liable for all risk and entitled to all rewards associated with the fulfilment of an Instruction on the Platform, save for the agreed Fees payable to NAGGING PANDA in terms hereof.

6 Cancellation of Subscription Without Cause and For Breach

- 6.1 You may cancel your subscription at any time without cause or notice, by selecting the “cancel my subscription” in your account settings; provided that should you terminate your subscription during a contracted subscription period (whether monthly or annually or longer term) your access will be terminated at the end of the Subscription Period and you will not be entitled to a refund of any Subscription Fees. In the event of an Annual or longer term Subscription payable monthly, you would still be obliged to make the monthly payments until the end of the Subscription Period.
- 6.2 If you do not cancel your Subscription before the end of the relevant Subscription Period, your Subscription Plan will automatically renew at the new Subscription Fees as per the Pricing Page.
- 6.3 Upon cancellation:
 - 6.3.1 you will no longer be able to access the Platform after the expiry of the period for which your subscription has been paid (and no subscription monies shall be refundable);
 - 6.3.2 After the expiry of the period for which your subscription has been paid any future-dated Workflows and Instructions will be cancelled; and

- 6.3.3 any engagements with the ACC will (unless otherwise agreed in writing) will likewise be terminated, save for mandates already approved and in respect of which a Payment Arrangement has been concluded you will remain liable to the ACC to pay the commission due and payable in any receipts.
- 6.4 NAGGING PANDA may terminate the operation of the Platform and/or the provision of Services, at any time in its sole discretion, without cause and with or without notice, whereupon your subscription shall be cancelled. In this circumstance, NAGGING PANDA's sole liability to you will be to make payment of the prorated balance of Subscription Fees paid.
- 6.5 In addition to any other rights that it may have, in the event of a breach by you of any of your obligations under this Agreement, NAGGING PANDA may in its sole discretion terminate your subscription on written notice and NAGGING PANDA shall not be obliged to refund any Subscription Fees.

7 Value-added services

- 7.1 You may be offered third party value-added services on the Platform or in your capacity as a registered User. The terms and conditions regulating the supply and delivery of such value-added services shall be prescribed as at the date of the offer, which terms shall be binding on you if you should accept the offer. You hereby give NAGGING PANDA permission to share information (including Personal Data) with such third party, provided that such disclosure is justified from a business need perspective.
- 7.2 NAGGING PANDA shall under no circumstances be liable in respect of any services provided by third parties, even if these are procured through the Platform, and you hereby waive any such claims and indemnify and hold NAGGING PANDA harmless in respect of any claim arising from the use of any third party value added services.
- 7.3 Given the varied nature of such value-added services, the offer and acceptance of any value-added services shall not be construed as changing the nature of the relationship between yourself and NAGGING PANDA.

8 Intellectual Property

Nothing in these T&Cs grants you any rights in and to the Platform, or any intellectual property related thereto. NAGGING PANDA will own all right, title and interest in and to the Platform, and all intellectual property related thereto (save where licenced

from third parties), which will include all modifications, improvements, upgrades, derivative works, and feedback \related thereto and intellectual property rights therein (even if these have been in response to a suggestion by you). You hereby waive any right or interest in the Platform and, if required by applicable law, you hereby cede and assign any and all rights therein to NAGGING PANDA at no charge.

9 Limitation of Liability

- 9.1 In no event will NAGGING PANDA be liable to you in contract and/ or delict (including negligence), for any indirect, exemplary, special, punitive, incidental or consequential losses or damages of any kind whatsoever and howsoever caused, even if foreseeable or if NAGGING PANDA has been advised of the possibility of such damages (including loss of profits, loss of goodwill, loss of data, loss of business, loss of revenue), arising under or in connection with access to the Platforms or the provision and use of the Services.
- 9.2 Furthermore, under no circumstances shall NAGGING PANDA's aggregate liability for damages exceed the fees paid by you to NAGGING PANDA over the last three calendar months and you hereby waive any claims in excess thereof.

10 Indemnity

You hereby indemnify NAGGING PANDA against any and all claims, costs, damages and/or loss that it may sustain or incur, as a result of any claim by a third party, including your clients and any Platform subscribers and users, arising from: (a) your acts or omissions including, but not limited to, your provision of professional services, implementation support, or other products or services, (b) your breach of the terms and conditions of this Agreement.

11 Breach

Should any Party commit a breach of this Agreement, the aggrieved Party shall be entitled to give the defaulting Party notice in writing calling upon the defaulting Party to remedy the breach. Should the defaulting Party fail to comply with such notice within 3 (three) Business Days of receipt of such notice, then, without prejudice to any other rights the aggrieved Party may have in law, the aggrieved Party shall be entitled to enforce performance in terms of this Agreement, without prejudice to any right the aggrieved Party may have to claim damages from the defaulting Party.

12 Arbitration

- 12.1 Should any dispute, disagreement or claim arise between the parties (called hereafter “the dispute”) concerning this agreement, then either Party may submit the dispute for final and binding resolution in accordance with the Rules of the Arbitration Foundation of Southern Africa (“the Foundation”) by a single arbitrator as agreed to by the parties, or failing which is appointed by the Foundation; provided that nothing in this clause shall prohibit a Party from approaching a court of competent jurisdiction for an order for urgent and/or interim relief pending the outcome of the arbitration.
- 12.2 The Arbitration shall be held in front of one Arbitrator with the hearing being held in English and in Johannesburg, South Africa (unless otherwise agreed in writing).

13 Governing Law

This Agreement is governed in all respects by the laws of the Republic of South Africa, but excluding the provisions relating to conflicts of law to the extent that these may provide that this Agreement falls to be governed by any other laws.

14 Domicilium and Notices

- 14.1 NAGGING PANDA may give any notice required by the Agreement by means of a general notice on the Platform, electronic mail to your email address on record with NAGGING PANDA, or electronically via your cell phone number on record with NAGGING PANDA.
Such notice shall be deemed to have been given once the notice was posted, or the email or text message sent.
- 14.2 You may give written notice to NAGGING PANDA, addressed to the attention of NAGGING PANDA. Such notice shall be deemed given when received by NAGGING PANDA by email at the following address: legal@naggingpanda.com

15 General provisions

- 15.1 This Agreement and your rights and obligations under the Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part by you without NAGGING PANDA’s express prior written consent, which may be withheld at NAGGING PANDA’s sole discretion. Any attempted Instruction, delegation, or transfer in breach of the foregoing will be null and void.
- 15.2 NAGGING PANDA may assign, delegate, or transfer this Agreement, in whole or in part, or any of its rights under the Agreement to any third party without your prior written consent.

- 15.3 NAGGING PANDA's failure to insist upon or enforce strict performance of any provision of the terms and conditions agreed upon will not be construed as a waiver of any provision or right. No waiver of any of these terms and conditions will be deemed a further or continuing waiver of such term or condition or any other term or condition.
- 15.4 The Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and substitutes all prior or contemporaneous communications and understandings between the parties.
- 15.5 In the event that you provide NAGGING PANDA with any feedback regarding the Platform, including without limitation, any flaws, errors, bugs, anomalies, problems with and/or suggestions, you hereby agree that NAGGING PANDA may use such feedback for its own purposes in any way it may deem fit and you shall not have any rights to or claims upon NAGGING PANDA in respect thereof.
- 15.6 NAGGING PANDA reserves the right at any time to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that NAGGING PANDA shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform.
- 15.7 You hereby give NAGGING PANDA the right to use your logo on its own or related product website(s) and social media channels to announce and make public that you are a NAGGING PANDA client.

GLOSSARY OF TERMS

Unless otherwise defined, each of the following terms and phrases shall bear the meaning ascribed thereto in the remainder of the Agreement:

- “Additional Charge/s”** means, in addition to the Subscription Fee, those charges for which the User is liable as a result of using the Additional Services or as are related to third-party costs of the Communication Services, which are detailed on the Pricing Page;
- “Additional Services”** means those additional services provided by NAGGING PANDA (in addition to the Core Services) which the User may subscribe for on a case by case basis and for an Additional Charge;
- “Agreement”** means this Agreement including this glossary of terms;
- “Applicable Laws”** means in the case of NAGGING PANDA and those statutes and laws that regulate the activities of NAGGING PANDA, and, in the case of the User, those statutes and laws that regulate the activities of the User, which may depend on the given context and circumstances;
- “Confidential Information”** means any and all information or data of any nature and in any format or medium, which by its nature or content is or reasonably ought to be identifiable as confidential and/or proprietary to the disclosing party, or which is provided or disclosed in confidence, or which may come to your knowledge by whatever means, related to (without limitation) NAGGING PANDA’s business (including trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, financial data, and proprietary information of third parties);
- “Communication Services”** Email (part of Core Services), SMS, telephone, or other available communication channels for sending communications using the NAGGING PANDA Platform, which if provided by third party service providers will incur Additional Charges (being in addition to the Subscription Fees);
- “Core Services”** means those services that make up the service offering on the Platform (As may be expanded or amended from time to time), but excludes the Additional Services;

“Customer”	means a third party which is a customer (or potential customer) of the User, including a Debtor;
“Customer Data”	means the data, including Personal Data, which the User registers on the Platform in respect of its Customers;
“Accounts Collection Consultant”	
Or “ACC”	means the Accounts Collection Consultant, being either an independent third party service provider or a NAGGING PANDA consultant, contracted to personally pursue payment arrangements on behalf of the User;
“Debt”	means a legal obligation owing to the User by a Debtor, whether sounding in money or in kind, which is or will become due and payable;
“”Payment Arrangement”	means an agreement between a Debtor and a User which is facilitated by an Accounts Collection Consultant;
“Debtor”	means a person who lawfully owes the User a Debt;
“Instruction”	means each action that the User requires within the capabilities of the Platform, for example, the delivery of a quote, invoice, statement, note of the like to a Customer or Debtor and subsequent communications related thereto, which together make up a “Workflow”;
“Instruction Data”	means the information and data entered onto the Platform by the User in respect of either a Customer, as a part of the Instruction or that is generated in the implementation of an Instruction or otherwise entered onto the Platform by or on behalf of the User;
“Personal Data”	means personal information or personal data, as defined in Applicable Law, for example in the Protection of Personal Information Act (4 of 2013) , or the EU General Data Protection Regulations, or any other applicable data privacy laws, and relates to the User, the Customer or any third party arising from the use of the Services;
“Platform”	means the Nagging Panda Platform, that is offering the service;
“Pricing Page”	means the page which sets out the pricing, costs and charges for the Services, which pricing may change from time to time (on 30 days’ notice in the case of monthly

subscriptions or annually in the case of annual subscriptions);

Privacy Policy”

means NAGGING PANDA’s Privacy Policy which may be found at www.naggingpanda.com/privacy;

“Subscription Fees”

means the subscription payable by the User access to the Platform to procure the Core Services;

“Subscription Plan”

means the subscription and payment plan that a User selects when they subscribe to access the Platform;

“Subscription Period”

means the subscription period subscribed for per the Subscription Plan (being either one month or twelve months);

“User”

means a person registered as a User on the Platform and who is thereby enabled to create and manage Instructions as a part of a Workflow or individually;

“Workflow”

means the set of Instructions, created by the User in the Platform, assigned to a Customer in relation to an accounts payable/receivable transaction.