

**NAGGING PANDA (A Platform provided by Techzoo Corporation)
PLATFORM USER TERMS AND CONDITIONS**

1. Introduction to Terms and Conditions

- 1.1 Techzoo offers you the software platform and/or mobile application Platform, under brand name NAGGING PANDA (“the Platform”). The Platform enables you, the User, to access a variety of services (“the Services”), which are provided in accordance with these terms and conditions.
- 1.2 All references in these terms and conditions to NAGGING PANDA are references to Techzoo and/or the Platform.
- 1.3 A South African registered company called Agridebt (Pty) Limited is the authorised third party collection agent for Techzoo to facilitate your payment for the Services in South African Rands (“ZAR”).
- 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 Techzoo from time to time, as and when necessary. Whenever you access the Platform or use the Services you are deemed to have consented to the T&Cs, and any amendments as may from time to time arise. Please make sure that you remain up to date on the terms and conditions which are available at <https://naggingpanda.com/terms-and-conditions/>.
- 1.5 In addition, 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 <https://naggingpanda.com/privacy-policy/> which also sets out the basis upon which you agree that we collect, store and process your information.

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 should be construed as or means 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 arising from your access to the Platform and/or your use of the Services.
- 2.2 Where the Platform is linked to, or uses, a third-party service provider, NAGGING PANDA does not warrant the efficacy 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 outcome of the use of the Services and you hereby waive any

and all claims in relation thereto. If you are dissatisfied with the Platform and/or the Services your sole remedy is to discontinue the use thereof.

3 Provision of Services, Charges and Fees

- 3.1 Access to the Platform is achieved by your registering yourself as a User on the Platform and by making the payment of a monthly subscription fee. The amount of the monthly subscription depends upon the Service Package that you select when you register. The monthly subscription fee is subject to change, from time to time, but only on 30 (thirty) days' prior notice.
- 3.2 Monthly subscription fees are charged per calendar month. Accordingly, if you subscribe mid-way through a calendar month, the first month's subscription fees will be charged prorated through to the end of the month.
- 3.3 In the event that subsequent monthly subscription fees are not paid on or before the 1st day of a calendar month, you will have 72 (seventy two) hours to correct this, failing which your account will be suspended (pending payment). This will result in the Services being paused, and, until the subscription fees have been paid :
 - 3.3.1 No further Instructions shall be accepted by NAGGING PANDA;
 - 3.3.2 Any partially completed Pandas shall be paused (including Debt Collections (where applicable)); and
 - 3.3.3 In the event that Debts are still being collected as a result of the prior provision of Services and such monies are received during the suspension period, NAGGING PANDA shall be entitled to first apply these receipts to pay the monthly subscription fees and thereafter to pay any third party charges, in full, before any monies are remitted to you.
- 3.4 The Services are provided and paid for in accordance with the Service Package you select upon registration. However, you may change Service Package in the following manner:
 - 3.4.1 If you are moving to a lower value package, the downgrade will be effective from the end of the month (and subject to the provisions of clause 3.6.9 below); but
 - 3.4.2 If you are moving to a higher value package, the upgrade will be effective immediately and you will be billed the increased monthly subscription fee, prorated depending on the number of days remaining until the end of the month.
- 3.5 A Service Package entitles you to: (i) create an agreed number of types of Pandas (a Panda is a set of automated instructions that may be assigned to an Invoice or Quote); and (ii) entitles you to assign Pandas to an agreed number of Invoices or Quotes, both over the period of a calendar month.
- 3.6 The following terms and conditions apply with regards to Pandas:
 - 3.6.1 You will be allocated the agreed number of Pandas by the Platform per calendar month in accordance with the Service Package you have chosen and subscribed for;

- 3.6.2 Pandas are provided by the Platform and created and utilised by you, the User, for the automation of Quote processes or Invoice and Debt collection processes;
- 3.6.3 Each time you assign a Panda to a Quote or Invoice, the number of Pandas available for you to use for the remainder of the month will reduce by one Panda;
- 3.6.4 If you cancel a Panda before the first instruction related to it has been actioned, the Panda will revert to your store of Pandas for the month. However, if you cancel the Panda after the first instruction is carried out then the Panda is expended;
- 3.6.5 All unutilised Pandas (including any Panda that is created in a previous month but cancelled prior to the first instruction) lapse at the end of the calendar month and do not carry over into the next month nor may they be added back to the new month's stock of Pandas;
- 3.6.6 Any changes made to the Instructions related to a Panda before the first Instruction is carried out are deemed to be part of the original Panda. Please be aware that this may have the effect of reconfiguring your standard Panda types, unless you have a Service Package that accommodates the creation of the new Panda type;
- 3.6.7 Any changes to an Instruction comprising part of a Panda, made after the first Instruction is carried out, changes the Panda and does not constitute a new Panda;
- 3.6.8 If you assign a new type of Panda to an existing Invoice or Quote it counts as the assignment of a new Panda;
- 3.6.9 If you downgrade your Service Package (per clause 3.4.1) your Services will be paused to allow you to select which of the existing assigned Pandas will remain active and which will be cancelled (so that you remain within your allocated number of Pandas for a month);
- 3.6.10 It is also possible to top-up your number of allocated Pandas for the month, if you so require, at the applicable rate per Panda at that time; and
- 3.6.11 NAGGING PANDA does not warrant the success of any Panda or Instruction related thereto.
- 3.7 In addition to the monthly subscription for Pandas, all other Services (including Communication Services that may be coupled with an Instruction) which are usually, but not always, provided by a third-party service provider, are charged to you on a "pay as you go" basis, at rates determined by the Service Package that you have selected and as appears in your Service Package profile. These rates are subject to change and will be charged at the rate applicable at the time that you access the Service.
- 3.8 To be able to use the additional Services (including purchasing additional Pandas), 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

using a credit card payment, as and when required. Balances on your Wallet account will not accrue interest.

- 3.9 Balances in a Wallet may not be cashed out, unless and only when you terminate your subscription to NAGGING PANDA. At that time, subject to the provisions of this clause, the balance on your Wallet will be refunded into the bank account nominated by you in your User profile, less any third-party costs for effecting the repayment. This will be done within 90 (ninety) days of the date of termination of your subscription. If however, the balance in the Wallet is less than 2 (two) times the third party costs and/or less than R100 (one hundred rands), no amount will be paid out to you and the balance will be deemed to have been charged as an administration fee for closing the account.
- 3.10 Upon purchasing additional Services offered by NAGGING PANDA (if any), where third-party costs may be charged, the Platform will advise you of the estimated overall charge for the selections made. However, the final charge for third-party costs will only be determined as at the date and time that you actually use the Services.
- 3.11 You will be charged for the Communication Services upon the execution of an Instruction, (not at the time of their creation). Accordingly, you will not be charged for an Instruction if you cancel the Instruction timeously, i.e. prior to the date and time of its scheduled execution, which allows the third-party sufficient time to terminate the Instruction.
- 3.12 On creation of an Instruction you are deemed to have approved the charges related thereto and will be charged in full if the Instruction is not cancelled prior to the third party executing the Instruction according to the original Instruction. It is solely your responsibility to ensure that Instructions are cancelled prior to the execution date and time if they are no longer required.
- 3.13 An Instruction will not be executed if there are insufficient funds in your Wallet to cover the cost of Communication Services. Depending on the parameters you have chosen in your User Profile, the Platform will advise you if the funds in your Wallet drop below a balance of ZAR 10.00.
- 3.14 Unless otherwise stated, all subscriptions and charges are quoted including relevant sales or value added taxes.
- 3.15 If you decide that you want to pursue a debt collection and/or legal process to recover outstanding Debts, you may select the Platform's External Debt Collection (EDC) process. Your choice of Service Package will determine how many EDC processes you may initiate per month and fees may vary in accordance with the age of the Claim. Once selected, your Claim will be ceded to a third party service provider and referred to a Debt Collector for collection.
- 3.16 The terms and conditions for the use of the EDC process are set out in the agreement concluded between you and the service provider (EDC Services Proprietary Limited), which agreement is a covering deed of cession of debt for the purposes of debt collection ("the Deed of Cession"). You may withdraw a Debt from the EDC process by selecting the "Retract from EDC" button in respect of a specified Invoice, and NAGGING PANDA will communicate

your decision to the EDC Service Provider which will attend to the instruction in accordance with the Deed of Cession. Similarly, if you terminate your subscription with NAGGING PANDA and there are any EDC processes outstanding, NAGGING PANDA will communicate this to the EDC Service Provider, which will attend to the termination of the EDC processes in accordance with the terms of the Deed of Cession.

4 Terms and conditions relating to creation of Pandas and Instructions

- 4.1 You are solely responsible for the input of all Customer Data and warrant that all such data is true and correct, and hereby indemnify and hold NAGGING PANDA (which includes Techzoo) harmless in respect of any third party claims arising from any inaccurate Customer Data.
- 4.2 By creating an Instruction on the Platform, you warrant that the Instruction Data is true and correct, and indemnify and hold NAGGING PANDA harmless in respect of any third-party claims arising from any inaccurate Instruction Data.
- 4.3 You are solely responsible for your use of the Platform and 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 when using the Services. You hereby indemnify and hold NAGGING PANDA (including Techzoo) harmless in respect of any claims arising from your use of the Platform and the Services.
- 4.4 You hereby warrant that all Personal Information 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. You hereby agree that you are familiar with and accept the terms of NAGGING PANDA's Privacy Policy, which may be found at <https://www.naggingpanda.com/privacy>.
- 4.5 Any breach of the aforementioned may result in NAGGING PANDA in its sole discretion, terminating your access to the Platform with immediate effect, and NAGGING PANDA shall be entitled to retain any advanced payments made by you, as a predetermined quantification of its claim for damages. Furthermore, NAGGING PANDA shall be entitled to recover from you any additional damages that it may be entitled to in accordance with Applicable Law.

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. In the event that you represent a company or other corporate or legal entity, you hereby warrant and represent in favour of NAGGING PANDA that you are duly authorised to represent the entity and to conclude this Agreement on its behalf.

- 5.2 You agree that you are responsible for all charges and costs that you incur in accessing the Platform and in executing any Instructions on the Platform, including but not limited to, data charges and other third-party costs for Communication Services.
- 5.3 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 Applicable Law, neither NAGGING PANDA (which includes Techzoo), nor any of 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:
 - 5.3.1 the availability or reliability of the Platform;
 - 5.3.2 the security associated with the transmission of information and data by you or to you on the Platform; or
 - 5.3.3 that the Platform is free from any harmful components, including (without limitation) viruses.
- 5.4 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.
- 5.5 You may not use the Platform for any illegal or unauthorized purpose, including, but not limited to “spamming” or direct marketing in contravention of the POPI Act (or such similar legislation enacted under Applicable Law), 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 the Services.
- 5.6 You may not input nor disseminate any violent, nude, racial, discriminatory, unlawful, infringing, hateful, pornographic, profane, sexually offensive or suggestive material, or any other offending information or content on or through the Platform.
- 5.7 You are responsible for protecting your login and account details, including your password, bank account details, and any and all Personal Information.
- 5.8 You may not access the Platform by any other means than those officially permitted by NAGGING PANDA.
- 5.9 You shall 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.
- 5.10 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.
- 5.11 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 jeopardises the reputation of NAGGING PANDA or the Platform.

- 5.12 The Platform is made available to you strictly for the provision of the Services only and you may not use the Platform for any purpose that is not authorised by NAGGING PANDA. Failure to adhere to this restriction will entitle NAGGING PANDA to either terminate or suspend your access to the Platform forthwith and without notice, subject to the further terms and conditions of this clause 15.
- 5.13 Any breach of the aforementioned may result in NAGGING PANDA in its sole discretion, terminating your access to the Platform with immediate effect, and NAGGING PANDA shall be entitled to retain any advanced payments made by you, as a predetermined quantification of its claim for damages. Furthermore, NAGGING PANDA shall be entitled to recover from you any additional damages that it may be entitled to in accordance with Applicable Law.
- 5.14 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

- 6.1 You may cancel your subscription at any time without cause or notice, by selecting the “cancel my subscription” in your account settings.
- 6.2 Upon cancellation:
- 6.2.1 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).
- 6.2.2 Any balance in your Wallet and any received but unremitted debt collection monies will be refunded to you, less any administration charges (including those contemplated in clause 3.9)
- 6.2.3 After the expiry date, any future-dated Pandas and Instructions will be cancelled; and
- 6.2.4 with respect to any EDC processes outstanding at the expiry date, the provisions of the Deed of Cession) shall apply.
- 6.3 NAGGING PANDA may terminate the operation of the Platform and/or the provision of Services, at any time in its sole discretion, with or 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 to you of the prorated balance of subscription fees received, the amount of your balance in the Wallet, and the remittance of receipts from successful collection of Claims, less any administration charges (including those contemplated in clause 3.9 and in the Deed of Cession, if applicable).

7 Value-added services

- 7.1 From time to time 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. 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 against NAGGING PANDA.
- 7.2 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 Limitation of Liability

It is acknowledged and understood that “Nagging Panda” is a product line and brand owned by Techzoo, and is in and of itself not a juristic person. In no event will Techzoo or any of its affiliate companies or brand holdings, shareholders, directors or officials (“the Techzoo Parties”) 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 any of the Techzoo Parties has been advised of, or should reasonably have known 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 Platform or the provision and use of the Services. Furthermore, under no circumstances shall Techzoo nor or any of the Techzoo Parties’ aggregate liability for damages exceed the fees paid by you to TechZoo, or any of the Techzoo Parties , over the last three calendar months and you hereby waive any claims in excess thereof.

9 Governing Law

This Agreement and the T&Cs are governed in all respects by the laws of the Republic of South Africa, but excluding the provisions relating to conflicts of law.

On the other hand, the User’s use of the Platform, including if the User or Customer resides in or operates from another jurisdiction, may involve communications and/or actions in or between different jurisdictions, in which case these activities are to be governed by Applicable Law, and the User hereby indemnifies and holds harmless NAGGING PANDA in respect of any claim arising in such jurisdictions.

10 Domicilium and Notices

- 10.1 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.

- 10.2 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

11 General provisions

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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, and, to the extent required by Applicable Law you hereby irrevocably waive the rights to any such claim.
- 11.6 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.

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:

“Accounts Receivable”	means an amount lawfully due and payable by a Customer to a User;
“Agreement”	means this Agreement including this glossary of terms;
“Applicable Laws”	means: <ul style="list-style-type: none">(i) the laws of the Republic of South Africa in the case of this Agreement specifically and generally to the relationship between NAGGING PANDA (including Techzoo) and the User, which is governed by this Agreement; but(ii) in the case of the User, and its use of the Platform, means those statutes and laws that regulate the activities of the User, which are informed by and may depend on the given context and circumstances (including, but not limited to the jurisdiction in which the User or the User’s Customer is located);
“Assign”	means, in relation to a Panda, the action of assigning a Panda (a set of Instructions) to a particular Customer’s Quote or Invoice;
“Claim”	means the process of recovering a Debt from a Debtor;
“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”	SMS, email, telephone, Whatsapp or other available communication channels for sending communications using the NAGGING PANDA Platform;
“Customer”	means a third party which is a customer (or potential customer) of the User;
“Customer Data”	means the data, including Personal Data, which the User registers on the Platform in respect of its Customers;

“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;
“Debt Collector”	means a service provider providing EDC services to the EDC Service Provider as envisaged in clause 3.15 hereof;
“Debtor”	means a person who lawfully owes the User a sum of money or any other legal obligation (a “Debt”);
“Deed of Cession”	means the Deed of Cession entered into between the User and the EDC Service Provider which cedes ownership of the Debt to the latter who is then empowered to collect the Debt;
“EDC”	means External Debt Collection, an independent third-party service provided to EDC Service Provider, which is contracted to attempt to collect on Debts ceded by the User to the EDC Services Provider in terms of clause 3.15 hereof;
“EDC Service Provider”	means EDC Services Proprietary Limited, an independent third party service provider with which the User contracts when it refers a Claim via the EDC process;
“Instruction”	means each action required in respect of the issuing of a Quote, or an Invoice to a Customer and the communication instructions that follow to your Customer (in respect of Quotes) and your Debtor in respect of the collection of a Debt, where a set of instructions make up a “Panda”;
“Instruction Data”	means the information and data entered by the User in respect of either a Customer, Quote, or Invoice, as a part of the Instruction or generated in the conducting of an Instruction or otherwise entered onto the Platform by or on behalf of the User;
“Invoice”	means a valid tax invoice created on or uploaded to the Platform by the User in respect of a Debt;
“Panda”	means the set of Instructions, created by the User in the Platform, and which may then be assigned to either a Customer Quote or an Invoice;
“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 any other applicable data privacy laws, and relates to the User, the Customer or any third party arising from the use of the Services;
“Service Package”	means the level of Services selected by you upon registration on the Platform and subscription for the Services, and as may be changed by you from time to time, which determines the number of types of

Pandas that the User can create and the number of Pandas that can be assigned by the User per calendar month;

“Services”

means such services as NAGGING PANDA permits to be conducted on the Platform from time to time;

“Platform”

means the Platform that enables registered Users to access the Services, creating and assigning Pandas to Customer Invoices or Quotes, and the software which forms part thereof, and any other component thereof;

“User”

means a person registered as a User on the Platform and who is thereby enabled use the Services;

“Quote”

means a quotation created on or uploaded to the Platform by the User for the purposes of issue to a Customer or potential Customer.