

R2K NEXUS (PTY) LTD

SERVICE TERMS AND CONDITIONS

HAZMAT R2K Solution, Professional Services and Managed Services

Last updated and effective	5 January 2026
Contracting party	R2K Nexus (Pty) Ltd Registration number 2025/012935/07 VAT number 4130321484
Business address	56 Italian Road, Newlands, Johannesburg, Gauteng, 2092, South Africa

IMPORTANT LEGAL NOTICE: Clauses dealing with Customer responsibilities, warranties, indemnities, limitations of liability, suspension and termination allocate risk between the parties and may limit rights or remedies. Please read the entire document carefully before accepting a Services Proposal or using the Services.

R2K Nexus provides the HAZMAT R2K Solution and related professional, maintenance and managed services. These Terms govern each Services Proposal accepted by a Customer and the Customer's access to and use of the Services. They are intended for business and occupational use.

• About these Terms and acceptance

R2K Nexus (Pty) Ltd ("R2K Nexus", "we", "us" or "our") is the supplier and contracting party for the Services unless a Services Proposal expressly identifies another contracting party.

The Customer accepts these Terms when it signs or otherwise accepts a Services Proposal, issues an instruction to commence work, pays an invoice relating to the Services, creates an account, or accesses or uses the Services after receiving or being given access to these Terms.

A person accepting these Terms on behalf of a company or other organisation warrants that the person has authority to bind that organisation. The organisation is the Customer under the Agreement.

If the Customer does not agree to these Terms, it must not accept the Services Proposal or access or use the Services.

Nothing in these Terms excludes, restricts or waives a right or remedy that cannot lawfully be excluded, restricted or waived. Where the Consumer Protection Act 68 of 2008 applies, these Terms must be interpreted consistently with that Act.

• Definitions and interpretation

Agreement: the binding agreement consisting of the applicable Services Proposal, these Terms and any expressly incorporated schedules, service-level agreement, data processing agreement or signed variation.

Applicable Law: all South African laws, regulations and binding regulatory requirements applicable to a party, the Services or the Customer's activities, including occupational health and safety and data-protection requirements.

Authorised User: an employee, contractor or other person whom the Customer authorises to access the HAZMAT R2K Platform under the Agreement.

Business Day: any day other than a Saturday, Sunday or official public holiday in South Africa.

Confidential Information: non-public business, commercial, technical, security, operational or financial information disclosed by or on behalf of one party to the other, including Customer Data, pricing, methods, credentials and Documentation.

Customer Data: data, records, files, SDSs, user details, site information and other content submitted to, collected for, generated within or stored through the Services on the Customer's behalf, excluding R2K Nexus technology and de-identified aggregated data.

Documentation: the user guides, instructions, policies and technical materials that R2K Nexus makes available for the Services.

Fees: the fees, charges, approved expenses and applicable taxes payable under a Services Proposal.

HCA: a hazardous chemical agent as contemplated in the Regulations for Hazardous Chemical Agents, 2021, as amended or replaced.

HAZMAT R2K Platform: the hosted software platform, applications, portals, databases, functionality, reports and related technology made available as part of the HAZMAT R2K Solution.

Personal Information: personal information as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA").

Services: the HAZMAT R2K Platform and any implementation, subscription, professional, maintenance, support, SDS mobilisation, document-management or managed services described in a Services Proposal.

Services Proposal: a quotation, proposal, order form, statement of work or other written commercial document issued or accepted by R2K Nexus that describes Services, scope, Fees, dates or other Customer-specific terms.

SDS: a safety data sheet relating to a chemical product or HCA.

Term: the period during which the Agreement remains in effect.

Headings assist navigation and do not affect interpretation. Words such as "including" do not limit the words preceding them. A reference to legislation includes amendments and replacement legislation.

• Contract documents and order of priority

Each accepted Services Proposal forms a separate Agreement governed by these Terms unless the Services Proposal expressly states otherwise.

If documents conflict, the more specific signed provision prevails for its subject matter. A signed data processing agreement prevails for Personal Information; a signed service-level agreement prevails for service levels; and the Services Proposal prevails for scope, Fees, dates and Customer-specific commercial terms. These Terms govern all remaining matters.

Terms appearing on a Customer purchase order, procurement portal or similar document do not amend the Agreement unless R2K Nexus expressly accepts them in a written document signed by an authorised representative.

A change to scope, deliverables, assumptions, timing or Fees must be recorded in an accepted change request, revised Services Proposal or other written variation.

- **Services and service delivery**

R2K Nexus will provide the Services described in the Services Proposal using personnel with appropriate skills and will exercise reasonable care, skill and diligence consistent with generally accepted industry practice.

The Services may include implementation, configuration, data capture, SDS sourcing or mobilisation, site and department allocation, user enablement, document administration, renewal or review notifications, reporting, support and related managed services, but only to the extent stated in the Services Proposal.

Delivery dates and project plans are estimates unless the Services Proposal expressly makes a date binding. R2K Nexus is not responsible for delays caused by incomplete, inaccurate or late Customer inputs, approvals, access, dependencies or third-party systems.

R2K Nexus may perform planned maintenance and urgent security or stability maintenance. Where reasonably practicable, R2K Nexus will provide advance notice of planned maintenance that is expected to materially affect availability.

Service levels, support response times, recovery commitments and service credits apply only if expressly recorded in the Services Proposal or a signed service-level agreement.

R2K Nexus may use suitably qualified employees, affiliates, contractors and service providers to perform the Services. R2K Nexus remains responsible for performance of its contractual obligations, subject to the Agreement.

- **Customer responsibilities and statutory duties**

The Customer must provide complete, accurate and timely information, decisions, approvals, access, facilities and cooperation reasonably required to deliver the Services.

The Customer warrants that it has the lawful right and authority to provide Customer Data and instructions to R2K Nexus and that processing them as contemplated by the Agreement will not infringe third-party rights or Applicable Law.

The Customer remains responsible for confirming the identity of each chemical product, matching the correct supplier or manufacturer SDS to that product, identifying where the product is used or stored, and promptly notifying R2K Nexus of new, removed, substituted or materially changed products and operations.

The Services support compliance activities but do not transfer or replace the Customer's duties as employer, user, supplier, manufacturer, importer, occupier or responsible party. The Customer remains responsible for legal compliance, risk assessments, exposure controls, employee information and training, SDS access, workplace labels, emergency procedures, medical surveillance where applicable, inspections and regulatory submissions.

The Customer must ensure that Authorised Users and affected employees can access the relevant SDSs and safety information when and where required, including during foreseeable connectivity or power disruptions where offline or alternative access is reasonably necessary.

The Customer must maintain compatible devices, connectivity and security controls within its environment, protect credentials, administer user access promptly and ensure Authorised Users comply with the Agreement and Documentation.

Unless expressly agreed in writing, the Customer must not upload special Personal Information, children's information, medical records or other unusually sensitive information to the Services.

If Customer delay or non-performance materially affects delivery, R2K Nexus may adjust the timetable and, after giving reasonable notice, charge agreed or reasonable additional Fees for resulting work outside the original scope.

• Platform access and acceptable use

Subject to payment of Fees and compliance with the Agreement, R2K Nexus grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable right during the Term for Authorised Users to access and use the HAZMAT R2K Platform for the Customer's internal business and occupational health and safety purposes.

The Customer is responsible for approving Authorised Users, assigning appropriate roles, promptly removing unnecessary access and all activity performed through its accounts, except to the extent caused by R2K Nexus.

The Customer and Authorised Users must not:

- copy, resell, rent, sublicense, distribute or commercially exploit the HAZMAT R2K Platform except as expressly authorised in the Services Proposal;
- reverse engineer, decompile, disassemble or attempt to discover source code, models, non-public interfaces or security controls, except to the limited extent that Applicable Law prohibits this restriction;
- bypass access controls, interfere with service operation, probe vulnerabilities without written authorisation, introduce malicious code, or use automated extraction that imposes an unreasonable load;
- use the Services unlawfully, fraudulently, to infringe rights, or to store or transmit content that is unlawful or materially harmful; or
- remove proprietary notices or misrepresent the origin, legal status or authority of an SDS or other record.

The Customer must notify R2K Nexus promptly of suspected unauthorised access, credential compromise or misuse and reasonably cooperate with investigation and remediation.

- **Fees, invoicing and taxes**

The Customer must pay the Fees stated in the Services Proposal. Unless stated otherwise, Fees are quoted exclusive of VAT and any other applicable taxes, which will be added at the legally applicable rate.

Invoices are payable within the period stated in the Services Proposal or, if no period is stated, within 30 calendar days from invoice date, into the bank account designated by R2K Nexus.

The Customer must raise a good-faith invoice dispute in writing within 10 Business Days after receipt, explaining the disputed amount and grounds. The Customer must pay all undisputed amounts when due, and the parties will work promptly to resolve the dispute.

Reasonable travel and third-party expenses are chargeable only where the Services Proposal allows them or the Customer approves them in writing beforehand, except for urgent expenses reasonably incurred to protect Customer systems or data at the Customer's request.

Overdue undisputed amounts may bear interest from the due date at the prime lending rate publicly quoted by R2K Nexus's principal South African bank plus 2% per annum, calculated daily and capped at the maximum rate permitted by law. The Customer is responsible for reasonable, legally recoverable collection costs.

The Customer may not withhold, deduct or set off amounts due except where Applicable Law permits or R2K Nexus agrees in writing.

Fee increases during a fixed Term apply only if provided in the Services Proposal, agreed in writing, or caused by a change in tax or an approved change in scope. Renewal pricing may be adjusted on at least 30 days' written notice before renewal.

- **Term and renewal**

The Agreement starts on the commencement date stated in the Services Proposal or, if none is stated, on the date the Services Proposal is accepted, and continues for the Term unless terminated earlier under the Agreement.

A fixed-term Agreement renews automatically only if the Services Proposal expressly states the renewal period, notice deadline and renewal basis. Otherwise, renewal requires written agreement.

Minimum commitments, mobilisation periods and multi-year concessions stated in a Services Proposal remain binding for the applicable Term, subject to rights that cannot lawfully be excluded.

- **Customer Data, SDS records and service outputs**

As between the parties, the Customer retains its rights in Customer Data. The Customer grants R2K Nexus and its approved service providers a non-exclusive licence to host, copy, organise, validate, transform, display, transmit, back up and otherwise process Customer Data only as reasonably necessary to provide, secure, support and improve the Services and comply with law.

SDSs and manufacturer or supplier content may be owned by third parties. Neither party acquires ownership of that third-party content merely because it is stored or made accessible through the Services.

Where R2K Nexus sources an SDS or proposes a generic or candidate match, the Customer must confirm that it corresponds to the exact product, supplier or manufacturer, formulation, jurisdiction and use before relying on it. A candidate or generic SDS is not automatically the authoritative SDS for the product present at the Customer's workplace.

Age indicators, renewal dates, alerts, classifications, dashboards, risk information and compliance reports are decision-support tools based on available data and configured rules. They do not guarantee that a record is current, complete, accurate or legally sufficient.

R2K Nexus may maintain audit logs, operational records and backups reasonably required to provide, secure and evidence the Services, subject to confidentiality, POPIA and agreed retention requirements.

R2K Nexus may use information that has been irreversibly de-identified and aggregated so that it cannot reasonably identify the Customer, an individual, a site or a specific confidential record, for analytics, security, benchmarking and service improvement. R2K Nexus will not attempt to re-identify it.

During the Term, the Customer may export available Customer Data using platform functionality or agreed assistance. Any specialised export, migration or data-conversion work not included in the Services Proposal may be charged at agreed rates.

- **Data protection and POPIA**

Each party must comply with POPIA and other Applicable Law when processing Personal Information under the Agreement.

For Personal Information contained in Customer Data, the Customer ordinarily acts as the responsible party and R2K Nexus acts as an operator, unless the facts and law require a different role. Each party remains responsible for processing for which it determines the purpose and means.

When acting as an operator, R2K Nexus will process Personal Information only with the Customer's knowledge or authorisation, for the Services and related security, support, billing and legal purposes, and in accordance with the Agreement and lawful written instructions.

R2K Nexus will ensure that persons authorised to process Customer Personal Information are subject to appropriate confidentiality obligations and will establish and maintain reasonable technical and organisational security measures appropriate to the risks.

The Customer authorises R2K Nexus to use reputable subprocessors reasonably required for hosting, communications, security, support and service delivery. R2K Nexus will impose appropriate confidentiality and data-protection obligations on subprocessors and remains responsible for its contractual obligations.

Where Personal Information is transferred outside South Africa, the parties will ensure that the transfer is permitted by section 72 of POPIA or other Applicable Law, including by using an adequate law, binding agreement, consent or another lawful safeguard as applicable.

R2K Nexus will notify the Customer as soon as reasonably possible and, where POPIA requires, immediately after becoming aware of reasonable grounds to believe that Customer Personal Information has been accessed or acquired by an unauthorised person. R2K Nexus will provide available information and reasonable cooperation. The Customer remains responsible for notifications it must issue as responsible party, unless the parties agree otherwise in writing.

Taking account of the nature of processing and information available to it, R2K Nexus will provide reasonable assistance with data-subject requests, regulatory enquiries, impact assessments and compliance obligations. Work outside ordinary service scope may be chargeable unless required because of R2K Nexus's breach.

Personal Information will be retained only for as long as reasonably necessary for the authorised purpose, the Agreement, legitimate evidential needs or Applicable Law, after which it will be deleted, destroyed or de-identified in accordance with applicable requirements and backup cycles.

The Website Privacy Notice governs Personal Information collected by R2K Nexus for its own website, sales, account, support and business-administration purposes. A signed data processing agreement prevails over these Terms for its subject matter.

• Information security

R2K Nexus will use reasonable and appropriate safeguards designed to protect the confidentiality, integrity and availability of the Services and Customer Data, taking into account the nature of the Services, available technology, implementation cost and reasonably foreseeable risks.

No internet-connected service is completely secure or uninterrupted. R2K Nexus does not warrant that security incidents, malicious activity, defects or outages can always be prevented, but this does not reduce its express security or legal obligations.

The Customer must implement reasonable security within its control, including secure endpoints, current browsers, appropriate access roles, multifactor authentication where available, password protection, timely user removal and secure handling of exports and offline copies.

Each party must promptly provide reasonable information and cooperation needed to investigate and contain a suspected security incident affecting the Services or Customer Data and must avoid public statements that could prejudice the investigation, except where disclosure is legally required.

• Confidentiality

Each receiving party must protect the disclosing party's Confidential Information using at least reasonable care, use it only to perform or receive the Services or exercise rights under the Agreement, and disclose it only to persons who need it and are bound by appropriate confidentiality duties.

Confidential Information does not include information that the receiving party can demonstrate:

- is or becomes public other than through breach of the Agreement;
- was lawfully known to the receiving party without a confidentiality duty before disclosure;
- is lawfully received from a third party without a confidentiality duty; or
- is independently developed without use of or access to the disclosing party's Confidential Information.

A receiving party may disclose Confidential Information where required by law, regulation or court order, but must, to the extent lawful and practicable, give advance notice and reasonable assistance so the disclosing party can seek protective measures.

These confidentiality obligations continue for five years after termination. Obligations relating to Personal Information, trade secrets, credentials and information that by nature should remain confidential continue for as long as required by law or while the information retains that character.

- **Intellectual property**

R2K Nexus and its licensors retain all rights, title and interest in the HAZMAT R2K Platform, Documentation, software, configurations, models, methods, templates, know-how, tools, improvements and other provider technology. No ownership transfers to the Customer except where a Services Proposal expressly states otherwise.

The Customer receives only the access and use rights expressly granted by the Agreement. Any rights not expressly granted are reserved.

The Customer retains ownership of its original Customer Data. Subject to payment of applicable Fees, the Customer may use reports and Customer-specific deliverables produced for it internally for its business, compliance and safety purposes. Reusable provider methods, platform components and pre-existing materials remain R2K Nexus or licensor property.

Third-party software, SDSs, images, standards and content remain subject to their applicable ownership notices, licences and usage restrictions.

If the Customer voluntarily provides feedback or suggestions, R2K Nexus may use them without restriction or payment, provided it does not disclose Customer Confidential Information or identify the Customer without consent.

If a third party claims that the unmodified HAZMAT R2K Platform, when used as authorised, infringes its South African intellectual-property right, the Customer must notify R2K Nexus promptly and allow R2K Nexus to control the defence and settlement. R2K Nexus may obtain continued use rights, modify or replace the affected component, or terminate the affected Service and refund prepaid Fees for the unused terminated period. This remedy does not apply to claims caused by Customer Data, unauthorised changes or use, or combinations not supplied or approved by R2K Nexus.

- **Third-party services and external content**

The Services may rely on third-party hosting, communications, security, mapping, identity, integration or other technology. R2K Nexus will select and manage material providers with reasonable care but cannot guarantee uninterrupted operation of infrastructure outside its reasonable control.

A Customer-requested integration may require the Customer to accept third-party terms, provide credentials or grant permissions. The Customer is responsible for its relationship with that provider and for verifying requested permissions.

External websites, manufacturer or supplier SDSs, standards and third-party content are not controlled by R2K Nexus. Links and inclusion in the Services do not constitute a warranty or endorsement of accuracy, currency or legal sufficiency.

R2K Nexus may replace a third-party provider or integration where reasonably necessary for security, continuity, compliance or service improvement, provided the change does not materially reduce the core Services during the fixed Term without reasonable notice or an appropriate remedy.

• Warranties and important disclaimers

R2K Nexus warrants that it will perform the Services with reasonable care and skill using appropriately qualified personnel. The Customer must notify R2K Nexus of a material failure within 30 days after it became or reasonably should have become aware of it.

As the Customer's primary remedy for breach of the service warranty, R2K Nexus will use reasonable efforts to reperform or correct the affected Services. If that is not reasonably possible within a reasonable period, R2K Nexus may refund the Fees paid for the materially non-conforming portion.

The HAZMAT R2K Solution is a compliance, information-management and decision-support tool. It is not legal, medical, occupational-hygiene or emergency-response advice and does not replace a competent person's assessment, the authoritative manufacturer or supplier SDS, workplace verification, statutory consultation, training or professional judgement.

R2K Nexus does not warrant that every third-party SDS or Customer-supplied record is authentic, current, complete, error-free, suitable for a specific product or site, or compliant in every jurisdiction. R2K Nexus does not warrant a particular regulatory, audit, safety or commercial outcome.

Except for express warranties in the Agreement and rights that cannot be excluded by law, the Services are provided without other express or implied warranties, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. R2K Nexus does not warrant uninterrupted or error-free operation.

Where the Consumer Protection Act applies, the Customer retains all mandatory rights and remedies, and any time period or remedy in this clause is additional to, and does not unlawfully restrict, those rights.

• Customer indemnity

Subject to the procedure below, the Customer indemnifies R2K Nexus and its personnel against third-party claims, damages, penalties, costs and reasonable legal expenses to the extent arising from:

- Customer Data that infringes a third party's rights or was collected, disclosed or instructed to be processed unlawfully;
- the Customer's or an Authorised User's unlawful, fraudulent or unauthorised use of the Services;
- a Customer modification, instruction or combination that causes infringement, harm or non-compliance and was not supplied or approved by R2K Nexus; or
- the Customer's material breach of its statutory workplace, SDS, training, product-verification or safety responsibilities.

The indemnity does not apply to the extent the claim was caused by R2K Nexus's breach, negligence, gross negligence, wilful misconduct or unlawful act.

The indemnified party must notify the indemnifying party promptly, provide reasonable cooperation at the indemnifying party's cost, and allow it to control the defence and settlement. No settlement may admit fault or impose a non-monetary obligation on the indemnified party without its prior written consent, not to be unreasonably withheld.

- **Limitation of liability**

To the fullest extent permitted by law, neither party is liable to the other for indirect, incidental, special, punitive or consequential loss, or for loss of profit, revenue, anticipated savings, goodwill, reputation, business opportunity or contracts, whether arising in contract, delict, statute or otherwise, even if the possibility was known.

To the fullest extent permitted by law, R2K Nexus's total aggregate liability arising from or connected with an affected Services Proposal in any 12-month period will not exceed the Fees paid or payable under that Services Proposal for the affected Services during the 12 months immediately preceding the event giving rise to liability. If the event occurs in the first 12 months, the cap is the Fees paid or payable for that first 12-month period. For a once-off project, the cap is the Fees paid or payable for that project.

The exclusions and cap apply collectively to all claims arising from the same or related events and include liability for data loss or corruption, service interruption, negligence and breach of contract, except to the extent expressly excluded from limitation below.

Nothing in the Agreement excludes or limits liability for fraud, fraudulent misrepresentation, wilful misconduct, death or personal injury caused by negligence, gross negligence to the extent it cannot lawfully be limited, or any other liability that Applicable Law prohibits a party from excluding or limiting.

The liability cap does not limit the Customer's obligation to pay Fees properly due or either party's obligation to stop unauthorised use of the other party's intellectual property or Confidential Information.

Each party must take reasonable steps to mitigate loss. The parties acknowledge that the Fees and risk allocation reflect the limitations in this clause and that different limits may be agreed in a Services Proposal with corresponding commercial terms.

- **Suspension**

R2K Nexus may suspend all or part of the Services where reasonably necessary to address an imminent security, legal or operational risk; unlawful or materially harmful use; a material breach that remains unremedied after notice; or overdue undisputed Fees.

Except in an urgent situation, R2K Nexus will give reasonable advance notice, explain the reason and allow a reasonable opportunity to remedy the issue. Urgent suspension may occur immediately, with notice as soon as reasonably practicable afterwards.

R2K Nexus will limit the suspension to what is reasonably necessary and restore the Services promptly after the cause is resolved. Fees continue during a suspension caused by the Customer, but not for a material suspension caused solely by R2K Nexus.

- **Termination and consequences**

Either party may terminate an affected Agreement by written notice if the other party materially breaches it and fails to remedy the breach within 10 Business Days after receiving written notice describing the breach and required remedy, or within a longer period stated in the notice where reasonably appropriate.

R2K Nexus may terminate or suspend an affected Agreement if undisputed Fees remain unpaid for seven calendar days after written demand following the due date.

Either party may terminate immediately by written notice if the other party enters liquidation or business rescue, ceases business, is unable to pay debts when due, or if continued performance becomes unlawful, subject to mandatory insolvency and other Applicable Law.

Termination for convenience is available only where and on the notice and commercial terms stated in the Services Proposal or agreed in writing.

On termination or expiry, the Customer's access ends, all accrued undisputed Fees and approved charges become payable, and each party must stop using and, on request, return or securely destroy the other's Confidential Information, subject to lawful retention, backups and continuing rights.

For 30 days after termination or expiry, R2K Nexus will make available a reasonable standard export of accessible Customer Data on request, provided undisputed Fees are paid. Special extraction, transformation or transition assistance may be charged at agreed rates.

After the export period, R2K Nexus may delete or de-identify Customer Data in accordance with its retention and backup cycles, except where law or a written agreement requires longer retention. The Customer must arrange any required export before the period expires.

Clauses concerning accrued payment, confidentiality, data protection, intellectual property, indemnities, liability, dispute resolution and any provision intended by nature to survive will continue after termination.

- **Non-solicitation**

During the Term and for 12 months afterwards, neither party may knowingly solicit for employment or directly engage an employee of the other party who was materially involved in delivering or receiving the Services, without the other party's prior written consent.

This restriction does not apply to general recruitment advertising not targeted at the employee, an approach initiated independently by the employee, or a recruitment process that began before the employee became involved in the Services.

This clause applies only to the extent reasonable and enforceable under Applicable Law and must be reduced to the minimum enforceable scope if necessary.

- **Force majeure**

Neither party is liable for delay or failure caused by an event beyond its reasonable control that could not reasonably have been prevented or overcome, including natural disaster, epidemic, war, civil disorder, widespread utility or telecommunications failure, government action, labour disruption not confined to the affected party, or material failure of critical third-party infrastructure despite reasonable continuity measures.

The affected party must notify the other promptly, take reasonable steps to mitigate the effect and resume performance as soon as reasonably possible. Force majeure does not excuse payment of amounts that became due before the event.

If material force majeure continues for more than 60 consecutive days, either party may terminate the materially affected Services on written notice without early-termination penalty, but accrued obligations remain payable.

- **Changes to the Services and these Terms**

R2K Nexus may update or improve the Services and Documentation, including for security, legal, technical or operational reasons, provided it does not materially reduce the core contracted functionality during a fixed Term without the Customer's agreement or an appropriate remedy.

R2K Nexus may update these Terms by publishing the revised version on its Website and changing the last-updated date. Updated Terms apply to new Services Proposals and renewals from the stated effective date.

A materially adverse change during a current fixed Term applies only if the Customer agrees in writing, except where the change is reasonably required by law, a regulator or an urgent security need. In that case, R2K Nexus will give as much notice as reasonably practicable and minimise adverse impact.

Continued use after a validly notified change takes effect constitutes acceptance only to the extent permitted by law. If a mandatory material change is unacceptable and materially affects the Services, the parties will first seek a reasonable solution; failing agreement, either party may terminate the affected Services without an early-termination charge for the unused future period.

- **Notices and electronic communications**

Formal notices must be in writing and delivered by hand, prepaid courier or email to the addresses in the Services Proposal or the latest address notified in writing. R2K Nexus's current notice details appear at the end of these Terms.

A hand-delivered notice is received on delivery; a couriered notice on recorded delivery; and an email on the first Business Day after transmission, unless the sender receives a delivery-failure notice. A notice of breach or termination sent by email must also be copied to any additional contractual contact stated in the Services Proposal.

The parties consent to electronic contracting, records, notices and signatures to the extent permitted by the Electronic Communications and Transactions Act 25 of 2002 and other Applicable Law.

Each party must keep its contact and billing information current. Operational support messages and automated platform notifications are not formal legal notices unless they expressly state otherwise.

- **Disputes, governing law and jurisdiction**

The parties must first try in good faith to resolve a dispute through representatives with authority to settle it. Either party may refer the dispute to senior management, who must meet or confer within 10 Business Days after referral where reasonably possible.

If the dispute is not resolved within 20 Business Days after senior-management referral, either party may institute proceedings in a competent South African court. The parties may agree to mediation or arbitration in writing, but neither is compulsory unless a Services Proposal states otherwise.

The Agreement is governed by the laws of the Republic of South Africa. Subject to mandatory law, the parties consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, without excluding another court that has mandatory or otherwise competent jurisdiction.

Nothing prevents either party from seeking urgent interim or protective relief from a competent court or using a lawful debt-recovery process for undisputed amounts.

• General

Entire agreement. The Agreement records the entire agreement about its subject matter and replaces prior proposals, discussions or representations concerning the same Services, except for fraud and documents expressly incorporated into it.

Variation. Except for changes permitted under the changes clause, a variation is binding only if recorded in writing and accepted by authorised representatives of both parties.

Assignment. The Customer may not assign or transfer the Agreement without R2K Nexus's prior written consent, not to be unreasonably withheld. R2K Nexus may assign it to an affiliate or successor in connection with a bona fide restructuring, merger or sale of the relevant business on written notice, provided the assignment does not materially reduce the Customer's rights.

Relationship. The parties are independent contractors. The Agreement does not create a partnership, joint venture, employment, agency or fiduciary relationship, and neither party may bind the other without express authority.

No publicity without consent. Neither party may use the other's name, trademarks or logo in public marketing or announcements without prior written consent, except where disclosure is legally required.

Waiver. A failure or delay to exercise a right is not a waiver. A waiver is effective only if written and only for the specific instance stated.

Severability. If a provision is invalid or unenforceable, it must be severed or reduced to the minimum extent necessary, and the remaining provisions continue in effect.

Counterparts. A Services Proposal or variation may be signed in counterparts and by valid electronic signature, each of which is treated as an original and together form one instrument.

No third-party rights. Unless expressly stated, no person other than the parties may enforce the Agreement.

• R2K Nexus contact details

Legal entity	R2K Nexus (Pty) Ltd
Registration number	2025/012935/07
VAT number	4130321484
Address	56 Italian Road, Newlands, Johannesburg, Gauteng, 2092, South Africa

Notice email	edwardvdw@r2knexus.co.za
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Website: <https://www.r2knexus.co.za>