

## SIGNIO USER AGREEMENT

### Terms and Conditions of Use

#### 1. TERMS AND CONDITIONS OF USE

- 1.1. Lightstone Auto is the owner and/or licensee of the software and data products that constitutes its electronic workflow and signature solution that securely automates the vehicle finance and insurance process ("**Signio Dealer Solution**").
- 1.2. This document sets out the terms and conditions on which the user of the products and services ("**the Client**") may use and access the Signio Dealer Solution ("**Agreement**").
- 1.3. By accessing and/or using the Signio Dealer Solution, the Client agrees to comply with the terms and conditions of this Agreement.
- 1.4. This Agreement is a legally binding agreement between Lightstone Auto and the Client and it creates legally binding rights, duties and obligations. Should the Client not agree to any aspect of the Agreement, or should the Client require Lightstone Auto to explain any provision hereof it shall immediately cease its access to and use of the Signio Dealer Solution and notify Lightstone Auto in writing.
- 1.5. Lightstone Auto may, in its sole and absolute discretion, amend and/or replace any, or the whole, of the Agreement. Such amendments shall be made available on the Signio Dealer Solution and shall, with effect from the time and date at which the Client agrees to the new or amended Agreement, supersede and replace any previous Agreement.
- 1.6. Each time the Client accesses the Signio Dealer Solution, the Client shall be deemed to have agreed, by such access and/or use, to the Agreement, as amended and/or replaced by Lightstone Auto from time to time.

#### 2. DESCRIPTION OF SERVICE

- 2.1. Lightstone Auto grants to the Client the non-exclusive rights to access and use the Signio Dealer Solution, which the Client accepts.
- 2.2. This Agreement regulates in all respects the Client's access to, and use of, the Signio Dealer Solution.

#### 3. DURATION

- 3.1. The Agreement shall commence as soon as the Client has completed the on-boarding process and shall continue for an indefinite period of time, provided that either Party may terminate this Agreement on not less than [30] days' written notice to the other Party.
- 3.2. Termination of this Agreement shall automatically terminate the Client's access to, and use of, the Signio Dealer Solution.

#### 4. FEES

- 4.1. In consideration for its access to, and use of, the Signio Dealer Solution, the Client shall pay to Lightstone Auto, or its nominated beneficiary, the Fees as set out in the written quotation issued to the Client ("**Fees**").
- 4.2. Thereafter, Lightstone shall review the Fees on an annual basis and shall publish the amended Fees by 1 February of each year, which amended Fees shall take effect from 1 May of that year. Should the Client not be satisfied with such amended Fees, it may terminate this Agreement in accordance with clause 3.1.
- 4.3. The Fees shall be payable monthly in advance on or before the first day of the calendar month without set-off or

deduction in cash by debit order or electronic funds transfer into the Lightstone Auto Bank Account. The Client shall not be entitled to defer or withhold payment of any amounts due in terms this Agreement for any reason whatsoever.

- 4.4. All amounts due to Lightstone Auto in terms of this Agreement shall be exclusive of VAT, which shall be charged and recovered in addition to such amounts.
- 4.5. Any failure by the Client to make timeous and proper payment of any amount due and payable in terms of this Agreement shall, without prejudice to Lightstone Auto's rights, entitle it to suspend the Client's use of, or access to, all components of the Signio Dealer Solution until such time as the Client has made full payment of any such outstanding amounts.
- 4.6. All amounts due, owing and payable by the Client to Lightstone Auto in terms of this Agreement and which are not paid on due date will bear interest at the Prime Rate from the due date for payment until date of full settlement. The "**Prime Rate**" is the publicly quoted prime overdraft rate (percent, nominal annual compounded monthly in arrears and calculated on a 365 day year factor, irrespective of whether or not it is a leap year, published from time to time by Lightstone Auto's primary bankers as being its prime overdraft rate, as evidenced by a certificate of any manager of that bank whose designation it shall not be necessary to prove and whose certificate shall constitute prima facie proof of such rate.
- 4.7. Lightstone Auto's right to charge interest on outstanding amounts is without prejudice to, and will not detract from, any other rights it may have in terms of this Agreement.

#### 5. ACCEPTABLE USE

- 5.1. The Client's use of the Signio Dealer Solution (and all data retrieved from such Signio Dealer Solution) are for the internal use of the Client only and shall not be sold, licenced and/or distributed and/or disclosed in any other way to any other third party. After expiry of the Client's access to or use of the Signio Dealer Solution, the Client shall remove all of Lightstone Auto's data and systems from its computing infrastructure and company databases and shall submit written proof thereof to Lightstone Auto on receipt of written request from Lightstone Auto.
- 5.2. Holding companies, subsidiary companies, affiliated companies and/or entities, partners, joint venture partners, and the like of the Client are not entitled to use and/or access the Signio Dealer Solution and are required to subscribe to the Signio Dealer Solution independently at its/their own cost.
- 5.3. The Client acknowledges that a failure to observe these acceptable use provisions may lead to the suspension and/or cancellation of this Agreement and/or access to the Signio Dealer Solution.
- 5.4. Prior to making use of the services available on the Signio Dealer Solution, the Client is required to provide Lightstone Auto with personal information of its employees, agents and service providers who shall be entitled to use the System ("**Users**"), which personal information may include without limitation, that person's name, email address, physical address and age ("**Client Personal Information**"). The Client shall ensure that all the Personal Information

provided to Lightstone Auto is true, correct and up to date and the Client warrants to Lightstone Auto that it is duly authorised and has obtained the necessary consents to collate such Client Personal Information and provide it to Lightstone Auto.

- 5.5. Once a Client has registered on the Signio Dealer Solution, Lightstone Auto shall provide to each of the Client's Users an allocated username and password. Such username and password shall be used to access the protected areas of the Signio Dealer Solution. The Client shall ensure that all its Users are legally entitled to access and use the Signio Dealer Solution in this manner.
- 5.6. The Client warrants and represents to and in favour of Lightstone Auto that its username(s) and password(s) shall only be used by the Users and shall not be disclosed to any third parties. The Client shall accordingly assume full responsibility for all activities on the Signio Dealership Solution undertaken through use of its username(s) and password(s). In the event of any third party acquiring or having unauthorised use of the Client's or a User's username or password, the Client shall notify Lightstone Auto immediately. The Client shall thereafter refrain from making use of the Signio Dealership Solution until such time that a new username and password has been allocated to the Client by Lightstone Auto.

## 6. USAGE RESTRICTIONS

- 6.1. When using the Signio Dealership Solution to submit an application or information of a potential buyer/consumer ("**Consumer**"), the Client warrants and represents to and in favour of Lightstone Auto that it will only do so after properly identifying the Consumer and providing confirmation of such identification by entering the pin supplied by Lightstone Auto for this purpose.
- 6.2. When signing up a Consumer by means of an electronic signature, the Client will be issued a pin linked to a specific transaction. This pin will link the Client at all times to the transaction for future reference and the Client is not allowed to disclose that pin to any third party to witness the Consumer's signature on its behalf. Should the Client disclose that pin to any third party, the Client will be deemed to be the responsible person for concluding that transaction.

## 7. CORRECT INFORMATION

The Client warrants to and in favour of Lightstone Auto that all information and data captured on or to the Signio Dealership Solution in respect of the Consumer and any vehicle in which the Consumer is interested in is accurate and is as supplied by the Consumer.

## 8. SECURITY

- 8.1. In order to ensure the security and reliable operation of the Signio Dealer Solution to users thereof, Lightstone Auto reserves the right to take whatever action it deems necessary to preserve the security, integrity and reliability of the Signio Dealer Solution, its network and back-office applications.
- 8.2. The Client warrants that it (and each User) shall follow good industry security practices on any device that connects to the Signio Dealership Solution, which includes, but is not limited to, laptops, personal computers, phones and/or tablet type devices ("**Client Devices**"). The Client shall install and keep updated good industry standard anti-virus and malware prevention tools. Each Client Device operating system should at all times be a vendor supported operating systems and internet browsers used to access the Signio Dealer Solution should be up to date at all times that the Client accessed and/or uses the Signio Dealership Solution.
- 8.3. The CLIENT shall not (and shall procure that its Users does not) utilise the Signio Dealership Solution in any manner which may compromise the security of Lightstone Auto's networks or tamper with the Signio Dealership Solution in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access

to the Signio Dealership Solution, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Signio Dealership Solution, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Lightstone Auto suffer any damage or loss, civil damages shall be claimed by Lightstone Auto against the Client.

- 8.4. Any Client who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act, 2002 (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all direct and indirect liability, loss or damages suffered and/or incurred by Lightstone Auto and its affiliates, agents and/or partners.

## 9. SUPPORT

- 9.1. For any errors and/or queries regarding the Signio Dealer Solution, the Client shall notify Lightstone Auto as soon as it becomes aware of the malfunction or error.
- 9.2. Lightstone Auto shall provide a telephonic and electronic mail contact service from 07h00 to 18h00 Business Hours on Mondays to Fridays and Saturdays from 09h00 to 12h00 excluding Sundays and public holidays in South Africa ("**Business Hours**") through which the Client will be able to report all queries relating to the Signio Dealer Solution at the following contact details:  
email: [support@lightstone.co.za](mailto:support@lightstone.co.za)  
telephone number: 087 3593241

## 10. MAINTENANCE

Lightstone Auto shall at its cost and in accordance with its processes and procedures implement such maintenance and upgrades of the Signio Dealer Solution as it may deem necessary, provided that it shall carry out the maintenance and upgrades from time to time with as little interference and interruption in the use thereof as possible in the circumstances.

## 11. DATA SECURITY

- 11.1. For purposes of this clause 11.1, "**POPI Act**" shall mean the Protection of Personal Information Act, 2013 and "**Personal Information**", "**Process**" and "**Operator**" shall all have the meanings given to those terms in the POPI Act.
- 11.2. Lightstone Auto shall take all such steps that may be within its power and control that are reasonably necessary to secure the integrity and confidentiality of all data entered into and/or exchanged via the Signio Dealer Solution.
- 11.3. If and to the extent that the Client provides any Personal Information to Lightstone Auto and/or processes any Personal Information via the Signio Dealer Solution, with effect from the effective date of the POPI Act in terms of section 114 thereof, namely, 1 July 2021:
  - 11.3.1. to the extent that Lightstone Auto Processes the Personal Information, it does so for and on behalf of the Client as an Operator pursuant to section 21 of the POPI Act and this Agreement constitutes the written agreement contemplated in section 21(1) of the POPI Act;
  - 11.3.2. the Client warrants to Lightstone Auto that all Personal Information provided to Lightstone Auto pursuant to this Agreement and/or via any of the Signio Dealer Solution was Processed by the Client in accordance with the POPI Act and the Client indemnifies and holds harmless Lightstone Auto from any and all losses arising from any claim or action brought against Lightstone Auto arising from, or due to, the Client's breach of its obligations pursuant to this clause 11.3.2 and/or the POPI Act;
  - 11.3.3. Lightstone Auto shall secure the integrity and confidentiality of the Personal Information in its possession and under its control by taking appropriate, reasonable technical and organisational measures to prevent i) the loss of, damage to or unauthorised destruction of such Personal Information and ii) unlawful access to or Processing of Personal Information; and

11.3.4. Lightstone Auto shall notify the Client immediately where there are reasonable grounds to believe that the Personal Information of a data subject has been accessed or acquired by any unauthorised person.

11.3.5. In the event that the Client instructs Lightstone Auto to provide any of the Client's data, to a User and/or to any other third party, such instruction shall be in writing and in such form as Lightstone Auto may direct from time to time.

11.4. Lightstone Auto shall not acquire any rights in and to the input data of the Client, other than expressly stated in this Agreement. Any and all data provided via the Signio Dealer Solution to the Client (or accessed by the Client, other than input data entered into the Signio Dealer Solution), remains the property of Lightstone Auto and the Client shall have no right, title or interest to such information.

11.5. Lightstone shall be entitled to use (and continue to use) the Signio Input data to comply with its obligations in terms of this Agreement, to conduct market or customer satisfaction research, process VIN numbers for security, historical, statistical and research purposes further use it on an aggregated and anonymised basis. In addition, and to the benefit of the Client, Lightstone can utilise the Client's customer data to provide sales opportunities to the client by analysing and profiling historic transactions and identifying transactions where there is positive equity.

## 12. RELATIONSHIP

The relationship between the Parties does not create any partnership or the right to one party to act as the agent or representative of the other and nothing in this Agreement shall be construed so as to create any such relationship.

## 13. WARRANTIES

13.1. The Client warrants to Lightstone Auto that i) it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement ii) this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms and iii) the execution of this Agreement and the performance of its obligations hereunder does not and shall not contravene any law or regulation to which the Client is subject, contravene any provision of the Client's constitutional documents or conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it.

13.2. Although Lightstone Auto makes every effort to maintain the Signio Dealer Solution it does not warrant the performance of the Signio Dealer Solution, that it/they are fit for any purpose and/or that the Client's use of the Signio Dealer Solution will at all times be uninterrupted and/or error free.

13.3. The Client uses and accesses the Signio Dealer Solution at its sole risk.

## 14. ASSIGNMENT

14.1. The Client shall not cede any of its rights or delegate any of its obligations in terms of this Agreement to any other party, without the prior written consent of Lightstone Auto, which consent shall not be unreasonably withheld or delayed.

14.2. In order to provide for the efficient administration of the obligations by Lightstone Auto of any of its obligations in terms of this Agreement, it shall be entitled to cede any or all of its obligations in terms of this Agreement to any of its affiliate companies, provided that it has given at least 30 days' written notice of such cession and assignment to the Client.

## 15. BREACH

Should either Party breach any provision of this Agreement and fail to remedy such breach within 14 days after

receiving written notice requiring such remedy, then the other Party shall be entitled, without prejudice to its other rights in law, including any right to claim damages, claim specific performance or to cancel this Agreement.

## 16. LIMITATION OF LIABILITY

16.1 Notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought, and subject to the provisions of clause 16.1, Lightstone Auto's maximum liability for general and/or direct damages for any breach of this Agreement shall be limited to an aggregate amount of all the Fees paid to Lightstone Auto during the 24 month period immediately preceding the alleged breach of contract, save where such damages arise out of the wilful misconduct or gross negligence of Lightstone Auto.

16.2 Neither Party shall be liable for any indirect or consequential damages and such liability is excluded whether it is foreseen, foreseeable, known or otherwise.

## 17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement shall in all respects be governed by and construed in accordance with the law of the RSA, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.

17.2 Each of the Parties hereby consents and submits to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division (Johannesburg) for the purposes of all or any legal proceedings arising from or concerning this Agreement.

17.3 Nothing in this Agreement shall prevent any Party from seeking relief on an urgent or interlocutory basis from any High Court of South Africa with jurisdiction.

## 18. GENERAL

18.1 This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the Parties.

18.2 No indulgence granted by a Party to the other Party shall constitute a waiver of any of its rights under this Agreement; accordingly a Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

18.3 All costs, charges and expenses of any nature whatever which may be incurred by a Party in enforcing its rights in terms of this Agreement, including without limiting the generality of the foregoing, legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable on demand from the other Party against which such rights are successfully enforced and shall be payable on demand.

18.4 Each of the provisions of this Agreement shall be considered as separate terms and conditions and in the event that this Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.

18.5 Each Party shall bear its own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.