

VORTEX TECHNOLOGIES (PTY) LTD (Registration Number:2011/011148/07)

ADDRESS (for Legal Enquiries Only): OFFICE 229b Second Floor, Killarney Office Towers, 60 Riviera Road, Killarney, 2193 Tel: 0860 VORTEX Fax: (011) 486-3038 Email: legal@vortech.co.za

DEBIT ORDER AUTHORISATION FORM

SECTION A – SUBSCRIBER INFORMATION

Province

Region

District

(Please complete in **BLACK INK**)

School Name/Company Name (Registered): _____

Trading As: _____

EMIS Number: _____ Registration Number: _____ VAT Number: _____

1.Subscriber Contact Name (duly authorised): _____ Designation: _____

2.Subscriber Contact Name (duly authorised): _____ Designation: _____

Physical Address: _____

_____ Code: _____

Postal Address: _____

_____ Code: _____

Telephone: () _____ Fax: () _____

Cell Phone: () _____ E-mail: _____

Person responsible for Accounts Queries: _____

Telephone: () _____ Fax: () _____

Cell Phone: () _____ E-mail: _____

SECTION B – LICENCE FEE AND MONTHLY SUBSCRIPTION FEE AGREED UPON

The Subscriber hereby agrees to subscribe to the Vortex Software services offered by Vortex Technologies (Pty) Ltd for a period of **24 months**, at the fees stipulated below.

(Tick appropriate box)

Licence Fee of R_____ per annum (incl. Vat).

A Monthly Subscription Fee* of R_____ (incl. Vat).

***Kindly note: Monthly Subscription fees are payable one month in advance.**

We/I have read and understood and agree to be bound by the terms and conditions of agreement annexed hereto. We/I have initialled the terms and conditions of agreement. We/I confirm that no verbal promises or warranties other than contained on this form and terms and conditions of agreement have been made by Vortex Technologies (Pty) Ltd or its agents or representatives.

Signed at _____ on this the _____ day of _____ 20____.

1.Subscriber(Who warrants that he/she is duly authorised to enter into this agreement)

Vortex Technologies (Pty) Ltd Agent/Representative

Name: _____

Contact details: _____

2. Subscriber (Who warrants that he/she is duly authorised to enter into this agreement)

SECTION C – PAYMENT & DEBIT ORDER AUTHORISATION

(Note: A cancelled cheque/original Bank Letter should be attached hereto for Bank Identification purposes)

We/I, _____ as duly authorised representative/s of _____ hereby request, "instruct" and authorise Vortex Technologies (Pty) Ltd Registration Number: 2011/011148/07, to draw against my/our account with the Bank mentioned below (or any other bank or branch to which we/I may transfer my/our account), the amounts due in terms of the Debit order Authorisation. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally. This authority may be cancelled by me/us giving Vortex Technologies (Pty) Ltd thirty (30) days notice in writing. We/I confirm that we/I shall not be entitled to any refund of any amounts which Vortex Technologies (Pty) Ltd may have withdrawn whilst this authority was in force, if such amounts were legally owed.

Bank: _____ Branch: _____

Branch Code: _____ Account Name: _____

Account Number: _____ Account Type: _____

We/I the authorised signatory/ies warrant that we/I are duly authorised to enter into and sign this Debit Order Authorisation Agreement. We/I accept and confirm that by my/our signature hereto, that we/I shall have no claims of any nature against Vortex Technologies (Pty) Ltd arising out of this debit order authorisation.

We/I understand that this debit order authorisation will remain in place for period of Subscription and/or the commencement of the Automatic Renewal Period and for the amounts stipulated and agreed to in terms of Section B of the Debit Order Authorisation hereto. We/I understand that the debit order authorisation is subject to the terms and conditions of agreement.

We/I accept and understand that in the event that any debit order due in terms of this debit order authorisation is rejected by my/our bank, all related bank rejection fees and the full amount of the due debit order in terms of the debit order authorisation that remains unpaid, will be due, owing and payable immediately on demand by Vortex Technologies (Pty) Ltd and that any products or services provided by Vortex Technologies (Pty) Ltd in respect of the items listed in Section B of the Debit Order Authorisation, will be suspended immediately.

We/I undertake to ensure that adequate funds are available in the Bank Account detailed in this Debit Order Authorisation Agreement to meet the amounts due in the Debit Order Authorisation.

We/I acknowledge that the party (Vortex Technologies (Pty) Ltd) is hereby authorised to effect the drawing(s) against my/our account may not cede this right to any third party without my/our written consent and that we/I may not delegate any of our/my obligations in terms of this Debit Order Authorisation Agreement to any third party without prior written consent of Vortex Technologies (Pty) Ltd.

Authorised Signatories:

Name: _____ Date: _____ Signature: _____

Name: _____ Date: _____ Signature: _____

*** Vortex Technologies (Pty) Ltd Bank Details for debit order:**
Standard Bank; Branch: LENASIA; Branch Code:005137;
Account Name: VORTEX TECHNOLOGIES (PTY) LTD: Account Number:0000560037228

Please Read and Initial the Annexed Terms and Conditions of Agreement.

Terms and Conditions of Agreement (Including Licence Agreement Terms)

1. DEFINITIONS

“The Company”	means VORTEX TECHNOLOGIES (PTY) LTD which in terms of the licence terms contained herein is also the licensor;
“The/this Agreement”	means the Debit Order Authorisation Agreement set out in this document and terms and conditions together with any appendices hereto;
“The Subscriber”	means a person and/or entity that has consented to using and/or subscribing to the Vortex Software and has signed the debit order authorisation form and/or a person or entity that has been issued a username and pin-number for use of the Vortex Software. Also, with regard to the Licence terms contained herein the Subscriber shall mean Licensee;
“The parties”	means the Company and the subscriber;
“effective date”	means the date of acceptance of this agreement by the Company;
“intellectual property”	means copyright, trademarks, designs, patents and/or all other rights in the normal course of business that is regarded or classified as intellectual property rights;
“The Parent”	means a person who is defined in the South African Schools Act 84 of 1996, ‘(a) as a parent or guardian of a learner, (b) the person legally entitled to custody of a learner or (c) the person who undertakes to fulfil the obligations of a person referred to in (a) or (b) towards the learners education at school’ who uses to the Vortex Software and has been issued a Username and pin-number for the use of the Vortex Software by the Subscriber;
“registration code”	A once of code given to the Subscriber to access and register for the Vortex Software. Thereafter, this code may be retained by the Subscriber and used by the Subscriber on other computers to form a network of all the Subscribers computers and information;
“The Services”	means the provision of the Vortex Software programs to the Subscriber and the use of the Vortex Software programs by the subscriber;
“username and pin-number”	A name and code or pin-number given to the Subscriber to use the Vortex Software or depending on the context a name and code or password given by the Subscriber to the Parent use the Vortex Software;

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“The Vortex Software”	means the Vortex Software programs provided to the subscriber as part of the services, including any media, documentation that relates to the software, future updates and releases;
“working hours”	means the hours 08h00 to 17h00 on a Monday to Thursday, 08h00 to 16h30 on a Friday, excluding weekends and official public holidays.

This agreement shall be construed and interpreted in accordance with the laws of South Africa.

2. INTRODUCTION

It is agreed between the parties that on the effective date the Company will provide the subscriber to the Vortex Software with a registration code and username and a pin-number. By using the registration code and username and pin-number to access the services offered by the Company, the subscriber will be signifying their acceptance of these terms and conditions of use, which is a binding agreement between the Company and the Subscriber.

3. LICENCE

The subscriber hereby agrees to comply with the Licence Agreement (Terms incorporated herein) pertaining to the Vortex Software and the services. Furthermore, the Subscriber agrees to the payment of an annual licence fee in terms of its use of the Vortex Software. Therefore, the Company hereby grants to the subscriber a non-exclusive and non-transferable licence, in the Republic of South Africa, to use the Vortex Software for the duration of this agreement as per the terms and conditions set out herein.

4. Fees and Payment

- 4.1 In consideration of the granting of the licence (in terms of clause 3) and subscription in respect of the Vortex Software, the Subscriber shall pay the annual Licence fee and Monthly subscription fees as set out in the Debit Order Authorisation form (Section B) attached hereto. The Subscriber by virtue of his signature to this agreement and/or use of the Vortex Software agrees to payment by debit order and agrees not to cancel the debit order for the duration of the agreement.
- 4.2 All monthly subscription fees payable in terms of this agreement shall be payable by debit order on the Twenty Fifth (25th) day of every month into the Company’s Bank account, the details of which are set out in the Debit Order Authorisation Form.
- 4.3 The Licence fee is non-refundable and shall be renewed annually on the 1 January of every year for the duration of the agreement irrespective of the date that the agreement was entered into in the preceding year.
- 4.4 All payments are made without deduction or set-off of any nature, free of exchange or any other charges.
- 4.5 All fees payable in terms of this agreement are inclusive of VAT and should any other statutory levies, taxes or the like be levied on the Vortex Software and/or the services, such amount shall be borne by the Subscriber.
- 4.6 The Subscriber shall not under any circumstances be entitled to withhold payment of any amount due under this agreement. In the event that the Subscriber fails to make due and timeous payment of any amount owing to the Company under this agreement:

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- 4.6.1 The Company shall be entitled, without prejudice and in addition to any right or remedy that it may have in terms of this agreement or law, on thirty (30) days prior written notice to the Subscriber, to immediately suspend the carrying out of its obligations in terms of this agreement pending payment of the unpaid amount in full.
- 4.7 The Annual Licence fee, Monthly Subscription fee and any other rates, fees and charges payable in terms of this agreement shall be increased annually. The details of such increases will be communicated in writing to the Subscriber and/or the Subscriber's Accounts department in terms of the details provided in Section A of the Debit order Authorisation Form. Thereafter, the Debit Order Authorisation must be amended by the Subscriber in order to reflect the increased amounts payable to the Company.

5. Duration/Term

This agreement shall commence on the effective date and shall continue for a period of Twenty Four (24) months, unless otherwise terminated in terms of this Agreement. If notification is not given at least ninety (90) days prior to the end of the agreed term, the agreement shall be automatically renewed for a further period of Twenty Four (24) months and the provisions above and the terms and conditions herein contained, shall mutatis mutandis, apply in respect of such Twenty Four (24) month period. On completion of the automatic renewal period, the Subscriber will be notified and it shall be enquired whether a second renewal on the Company's then current terms and conditions is required. The Company may terminate this agreement summarily including access to support and the Vortex Software if the Subscriber breaches any terms of this agreement and fails to remedy same within thirty (30) days on receipt of written notification.

6. Company Obligations

The Company undertakes that:

- 6.1 the Company shall use reasonable endeavours to support the Vortex Software during the term of this agreement during working hours;
- 6.2 the Company shall endeavour to provide corrections, updates, upgrades, new modules and releases to the Vortex Software at such times as it in its sole discretion shall determine. The Company shall in its sole discretion decide whether these corrections, updates, upgrades, new modules and releases to the Vortex Software are an additional feature and whether such feature shall be provided to the Subscriber at an additional cost. The Subscriber shall be responsible for the installation of corrections, updates, upgrades, new modules and releases to the Vortex Software and for ensuring that their staff has the capability of carrying out such installations. Should the Subscriber fail to install such systems correctly or at all in accordance with the Company's Instructions, the Company shall have the right to charge for services rendered in this regard. Corrections, updates, upgrades, new modules and releases to the Vortex Software arising as a result of changes and additions made to the Vortex Software and/or the Company are specifically excluded from this Agreement. Furthermore, certain updates, upgrades, new modules and releases to the Vortex Software are not included in the Vortex Software unless specifically requested by the Subscriber at additional charges according to a schedule;
- 6.3 If the Company cannot effect any correction telephonically or by E-mail, the company upon receipt of written authorisation from the Subscriber, may in its sole discretion attend the Subscribers premises to effect the correction, in which event such attendance together with travelling time and expenses shall be charged to the Subscriber by the Company
- 6.4 The Company shall not be responsible for and shall not be obliged to correct errors which result from:
- 6.4.1 Failure of equipment or other software including but not limited to machines operating the Vortex Software, third party applications not developed by the Company and which are

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- not covered by this agreement including faults in electrical supply and operator error from whatever cause or caused by cable or connector malfunction or breaks;
- 6.4.2 Environmental conditions including, but not limited to conditions associated with humidity and air-conditioning;
 - 6.4.3 Accident, negligence, misuse or default by the Subscriber or any third party or due to a force majeure;
 - 6.4.4 From failure of fixed or removable storage media;
 - 6.4.5 From any version of the Vortex Software other than the current version of the product;
 - 6.4.6 And any computer virus active in the Subscriber's equipment and/or software.
- 6.5 Any time spent by the Company investigating an error caused by any of the above shall be charged for by the Company as an additional cost at the Company's then current rates of service and travelling on a time and material basis.

7. INTELLECTUAL PROPERTY

The Company retains the right, title, and interest in ownership of the copyright and to all other intellectual property rights in and associated with the Vortex Software. The Subscriber acknowledges that nothing contained in this agreement shall give the Subscriber any right, title and/or interest to and in the intellectual property in terms of the Vortex Software.

8. LIABILITY

- 8.1 No warranties and representations whether express or implied, including but not limited to the warranties of fitness for a particular purpose are made by the Company in respect of the Vortex Software;
- 8.2 The Subscriber indemnifies the Company and its Directors against all loss, liability, damage or expense (whether actual, contingent or otherwise), which the Subscriber or any third party may suffer as a result of or which may be attributable to the provisions of this agreement;
- 8.3 Notwithstanding anything to the contrary contained in this agreement, the Company shall not be liable to the Subscriber or any third party in any circumstances whatsoever for any direct, indirect, special, incidental, contingent, consequential, punitive and/or exemplary loss/damages (including but not limited to loss of revenue, loss of business, loss of profit or loss of data) sustained or incurred by the Subscriber or any third party, howsoever arising, including but not limited to loss/damage arising out of the use or inability to use the Vortex Software even if advised of the possibility of such damage.
- 8.4 In addition, the Company specifically does not warrant or guarantee or make representations concerning the use of or the result of the use of the Vortex Software and the Vortex Software is subscribed to and used by the Subscriber at its own risk.
- 8.5 In addition the Company is not in any way, shape or form responsible directly or indirectly for incorrect data captured by the Subscriber and the storage of such information by the Vortex Software.

9. The Subscribers Obligations

The Subscriber undertakes:

- 9.1 to designate a contact to deal with all correspondence and communication with the Company in respect of this agreement;
- 9.2 to select only suitably trained staff for the operation of the Vortex Software;
- 9.3 to institute any new releases or error fixes and versions of the Vortex Software in line with the Company's recommendations and to keep the machine operating software up to date and to pay all costs associated therewith;

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- 9.4 it shall not by itself or through any third party reverse engineer, disassemble, de-compile, decode or modify any portion of the Vortex Software;
- 9.5 it shall not by itself or through any third party copy, reproduce, translate, adapt, vary, modify, sell, lease, licence, sub-licence, assign its rights to a third party, encumber or in any other way deal with the Vortex Software or any other component of the Vortex Software other than in the manner specified by the Company;
- 9.6 it shall not by itself or through any third party write and/or develop any derivative product/software or any other program based on the Vortex Software;
- 9.7 it shall not by itself or through any third party provide, disclose, divulge or make available to or permit use of the Vortex Software otherwise than in terms of this agreement;
- 9.8 to comply with the registration requirements, including the initial registration of the Vortex Software which requirements the Company will determine from time to time and in its absolute and sole discretion;
- 9.9 to notify the Company of any changes to the bank account details listed in the Debit Order Authorisation details listed in this agreement;
- 9.10 to pay the Company a non-refundable administration fee of R250,00 (Two Hundred and fifty Rand) for each and every instance that a debit order payment is rejected by the Bankers;
- 9.11 to ensure that the Vortex Software is suitable for the purposes intended;
- 9.12 to keep a minimum of 1 (one) separate hardcopy of current data of a standard and frequency to allow the Subscriber to recover information without any undue loss of staff time;
- 9.13 to notify the Company of any alleged defect within a period not exceeding five (5) days from the date the alleged defect becomes apparent;
- 9.14 to purchase short message service (sms) bundles from the Company only for use with the Vortex Software;
- 9.15 to use their registration code and username and pin-number for their own purposes only;
- 9.16 not to disclose their registration code and username and pin-number to any person for any reason whatsoever and that it will maintain the confidentiality thereof
- 9.17 to familiarize itself with the Company's terms and conditions relating to Parents, should the Subscriber issue such person with a username and pin-number to view a learner profile.

10. DATABASE STORAGE

Database Storage is an automatic feature of the Vortex Software. This feature enables the storage of all information captured by the subscriber onto the Vortex Software. This feature is subject to clause 8 in terms of the Company's liability and the Privacy Policy contained in clause 17.

11. SMS (Short Message Service) BUNDLES

The Subscriber undertakes to purchase SMS bundles from the Company for all aspects of use with the Vortex Software. The Vortex Software sends SMS's in two ways as part of the Subscribers functions: (1) The Subscriber may send an SMS to the Parent as a feature of the Vortex Software and (2) The Subscriber may send their own adverts and information to the Parent through the Vortex Software (The Company expressly excludes any liability in this regard as it cannot control the content of such adverts and information. The Company is thus not responsible for any infringements to any rights suffered by the Subscriber and or third party). Clause 8 expressly applies to all aspects detailed in this clause.

12. RELATIONSHIP

Nothing in this agreement shall create any relationship of agency, partnership or joint venture between the Company and the Subscriber and the Subscriber shall not hold itself out as the agent or partner of the Company or as being in joint venture with the Company.

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13. TERMINATION

13.1 Either party will be entitled to terminate this agreement by written notice to the other in the event that:

13.1.1 The other party commits a breach of the terms and conditions of this agreement, all of which are declared to be material, and fails to remedy the breach within 30 (thirty) days of receipt of a written notice calling upon the other party to remedy the breach complained of;

13.2 The termination of this agreement, for whatever reason, will not affect the rights of a party which may have accrued as at the date of termination and will further not affect any rights which specifically or by their nature survive the termination of the agreement.

14. NOTICES

14.1 The Parties choose as their domicilium citandi et executandi the address set out on the front page of this agreement under the Debit Order Authorisation Form for the purpose of serving any documents or legal process in regard hereto;

14.2 Statements in terms of the Monthly Subscription fee and/or the Annual Licence fee shall be sent to the Subscriber via electronic format (E-mail or sms) as per the details set out on the Debit Order Authorisation form;

14.3 Any notice given and any payment made by a party to the other ("the addressee") which:

14.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery, provided that the delivery is effected by or on behalf of the Subscriber at the Company's domicilium, the presumption shall only apply as regards to the Company if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;

14.3.2 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proven by the addressee, to have been received on the seventh day after the date of posting;

14.3.3 any notice which is sent by fax during the normal business hours of the addressee to the addressee's domicilium for the time being, shall be presumed, until the contrary is proved by the addressee, to have been received on the first business day on which the fax was transmitted.

15. GENERAL

15.1 This agreement constitutes the whole agreement between the parties. No variation, amendment, or cancellation of this agreement shall be of any force unless reduced to writing and signed by the parties.

15.2 If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the agreement, which shall remain valid and enforceable according to its terms.

15.3 No indulgence, leniency or extension of time which the Company may show to the Subscriber shall in any way prejudice the Company or preclude the Company from exercising its rights in the future.

15.4 This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

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15.5 No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or insist upon strict compliance with or performance of the other party's obligations under this agreement, shall constitute a waiver of the provisions of this agreement and a party may at any time require strict compliance with the provisions of this agreement.

15.6 Whenever a personal pronoun is used in this agreement, it is understood that such usage shall include both singular and plural, masculine, feminine and neuter and refer in appropriate cases to juristic persons as well as natural persons.

16. JURISDICTION

16.1 The Subscriber, by its signature hereto and in terms of the provisions of Section 45 of the Magistrates Court Act No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's court in relation to any action or proceeding instituted against the Subscriber in terms of, or arising out of provisions of this agreement, provided that the Company in its sole and absolute discretion, shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.

16.2 In the event of the Company instituting legal proceedings against the Subscriber to recover amounts due to the Company or take any other legal steps arising out of this agreement, the Subscriber shall be liable for legal costs on the scale as between attorney and own client and/or any collection costs.

17. PRIVACY POLICY

17.1 INTRODUCTION

The Company is committed to respecting the privacy of your personal data. To demonstrate our commitment, the Company has created this Privacy Policy. The Privacy Policy governs the process of the appropriate handling and/or treatment of personal information that may be processed or stored in our server, due to the nature and/or additional features of the Vortex Software. Furthermore, the Privacy Policy governs the Company's compliance with applicable legislation that governs the authentication, processing, storage, protection, confidentiality and disclosure of personal information.

17.2 THE TYPE OF INFORMATION THE COMPANY IS COLLECTING AND THE USE

When information is captured by the Subscriber on any feature of the Vortex Software, this information, in the form that it is captured, is stored in the Vortex Software server automatically. This is a feature of the Vortex Software to automatically store captured information and the Subscriber is hereby made aware of this fact. The captured information may be personal information. Personal information is information which identifies an individual, including but not limited to name, race, gender, age, all aspects of learners educational life. Personal information stored may be related to the Subscriber and/or learners and/or staff.

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17.3 WILL THE COMPANY USE ANY PERSONAL INFORMATION CAPTURED

By using the Vortex Software, the Company undertakes not to distribute any of your personal information and/or captured information to third parties; unless it's required to deliver the products or services requested by the Subscriber and/or by fulfilling any feature of the Vortex Software and/or if the Company is required to do so by law. For example, a feature of the Vortex Software, which by using the Vortex Software the Subscriber has consented to, is that the company may disclose the captured information to the provincial and national levels of the Government Departments of Education. Another feature of the Vortex Software is the ability of the Subscriber to provide a parent of a learner in the school of the subscriber, with a username and pin-number, in order for such person to access that learner's specific profile. In addition, the Company may be obligated to disclose personal information to meet any legal or regulatory requirements of applicable laws. The Company will not sell, rent or provide your personal information and/or captured information to third parties, for their independent use, unless the Subscriber gives the Company its specific permission to do so. The Company shall enquire for the Subscriber's express permission before the Company uses the Subscriber's personal information and/or captured information for a purpose or Vortex Software feature not listed in this Privacy Policy.

The Company may send the Subscriber and/or Parents, promotional materials or details by SMS, e-mail or post in order to update the Subscriber and/or Parents and keep the Subscriber and/or Parents advised of any promotions, news, competitions or developments which the Company think may be of interest to the Subscriber. The Company undertakes to give the Subscriber and/or Parents the opportunity to unsubscribe to the receiving of such direct communications.

The Company reserves the right to contact the Subscriber regarding account status, changes to terms and conditions and any other matter relevant to the Vortex Software.

The Company reserves the right to permit third parties to offer subscription and/or registration based services and/or products on the Company's websites that hosts the Vortex Software. The Company is in not responsible for the actions or policies of such third parties and it is the responsibility of the Subscriber to ascertain the nature of the third parties privacy policy and/or other policies.

17.4 THE SECURITY OF THE SUBSCRIBERS PERSONAL DATA

The Company has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of your personal information and captured information. We undertake to update and refine these measures on an ongoing basis. Please note that the Company cannot be responsible for the privacy policies and practices of other websites the Subscriber may access using links from this websites. The Company recommends that the Subscriber check the policy of each site visited and that the Subscriber contact that specific organisation if the Subscriber should have any concerns or questions. The Company expressly state that the Subscriber should be aware that Internet communications are inherently insecure unless they have been encrypted. As a result thereof, the Company therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information and/or captured information beyond our control.

The Company reserves the right to amend or modify this Privacy Statement at any time. The amended version will be posted on the Company's websites that hosts the Vortex Software.

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The current version of the privacy policy will apply to a Subscriber at any time, unless expressly stated. This privacy policy will be governed by the laws of South Africa. The Subscriber consents to the jurisdiction of the South African courts for any dispute which may arise out of this privacy policy.

18. UPDATE AND/OR REVISION OF TERMS AND CONDITIONS

The Company reserves the right to update and/or amend and/or revise its terms and conditions or policies regarding the Vortex Software. This update and/or amendment and/or revision of the terms and conditions or policies regarding the Vortex Software is at the sole discretion of the Company at any time the Company deems necessary for any reason relating to but not limited to the protection of its rights in and associated with the Vortex Software. The Subscriber shall be notified and an enquiry shall be made as to the Subscriber's consent to the updated and/or amended terms and conditions or policies. The Company in its sole discretion may choose whether the form of this notification and/or enquiry shall be electronically through the Vortex Software and/or in writing.

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