Use Agreement for

SUPADATA DIGITAL IDENTITY PRODUCT

Smart Card User Agreement

"Smart Card" is the authorised agent of SUPADATA (Pty) Ltd.

All users of an Smart Card Digital Business Card Solution agree to comply with the SUPADATA user agreement, as specified below:-

SUPADATA (PTY) LTD ("SUPADATA") IS WILLING TO AUTHORISE YOU TO USE ITS DIGITAL IDENTITY PRODUCT (THE "PRODUCT") ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS USE AGREEMENT (THE "AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY ACTIVATING YOUR PRODUCT OR BY USING IT YOU ACKNOWLEDGE THAT YOU HAVE LEGAL CAPACITY TO CONTRACT AND THAT YOU HAVE READ THE TERMS BELOW AND AGREE TO THEM. IF YOU ARE ACTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH CAPACITY OR AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN DO NOT ACTIVATE YOUR PRODUCT OR USE IT

1. **Definitions.**
1.1 "Product" means the electronic digital identity product which virtually simulates a business card and which is supplied by *Supadata* directly and via Sellers. The Product may be provided and used through any one or more media or technology platforms, including (without limitation) the Internet, mobile telephony or networks, or otherwise.
1.2 "Seller" means a person who has contracted with *Supadata* to sell the Product to end users.

2. **Binding Agreement**
This is a legally binding end user agreement (the "Agreement") between you (the "User") and *Supadata* with respect to your access and use of the Product. For good and valuable consideration (the adequacy and sufficiency of which is acknowledged by both of the parties), the parties hereby agree as set forth below. All Users will be subject to and bound by this Agreement.

3. **Acceptance of terms**
By activating, accessing or using the Product you become a User thereof and expressly acknowledge and confirm that you have read, understood accepted and agreed to each of the terms and conditions set forth herein.
3.2 The Product may not be accessed or used in any territory or jurisdiction where it is prohibited by applicable law or regulation.

4. **Eligibility**
The User hereby warrants that he/she is at least 18 years old and if he/she is acting on behalf of a company or other legal entity then the User further hereby warrants that he/she has the legal authority to bind the company or legal entity.

5. **Duration and Renewal**
5.1 The normal period of use of the Product is one year from the date of activation (the "TERM") and the fee payable to access the Product is payable in advance to a Seller or *Supadata*. In the event that a User pays a Seller and the Seller does not make payment to *Supadata*, then *Supadata* reserves the right to terminate use of the Product, with prior notice to the User.
5.2 *Supadata* will usually inform the User, prior to termination of the one year period, that the annual usage period is about to end, provided that there is no obligation whatsoever on *Supadata* to do so.
5.3 If the User desires to continue using the Product after expiry of the annual usage period, he/she shall pay the required fee specified by the Seller or *Supadata* at the time, and shall be required to reactivate the Product.
5.4 Neither the fee paid by the User, or any part thereof, shall be refundable to the User, for any reason whatsoever.
5.5 Fees may be changed or modified by *Supadata* and its Sellers, in their sole and absolute discretion, at any time.
5.6 Upon any termination or expiration of this Agreement, any and all provisions and obligations, which are of a continuing nature or intent, shall survive.

5.7   Upon termination or expiry of the Agreement the User must immediately discontinue any and all use of the Product and destroy, delete, or uninstall any and all copies of the Product in his/her possession, whether on his/her phone or other device or on any media or otherwise.

5.8   Following termination or expiration of the Agreement, *Supadata* may, in its sole and absolute discretion, choose to at any time erase, destroy, permanently delete any and all of User's data, materials, content, information and files stored with or backed up by, through or via *Supadata*.

6.   **Limited Authority**

6.1   Subject to the terms and conditions of this Agreement, the User is granted only a limited, personal, non-exclusive, non-sublicensable, non-transferable and non-assignable authority to download, install, and use the Product on a device in only the manner prescribed herein. For the avoidance of doubt, use only of the Product is authorised and the User does not acquire any rights whatsoever in the underlying software associated with the Product.

6.2   The User is permitted to install and use the Product on one or more devices, provided that the same are for his/her own direct benefit (and not that of any other person or entity). At any time during the Term or thereafter, *Supadata* or its nominee shall have the right to audit use of the Product and compliance with the terms and conditions of this Agreement and the User shall permit same.

7.   **Use of Product**

7.1   The User may utilize the Product only for his/her personal use for the sole purposes for which the Product is designed. The User may not, under any circumstances whatsoever, use the Product in a manner or for a purpose for which it is not intended or designed.

7.2   The User may not, under any circumstances whatsoever, make or attempt to make, any unauthorised copies of the Product.

7.3   The Product is provided via installation on the User's phone or other device. The User hereby expressly and unconditionally consent to the installation on his/her phone or other device of any and all materials, data, software and other items necessary for the Product to operate as intended.

7.4   In addition, the User may not, directly or indirectly, do any of the following:

(a)   remove any copyright, trademark, or other proprietary notices incorporated or affixed to the Product;

(b)   sell, transfer, rent, lease, or sub-license the Product to any third party;

(c)   alter, change, repurpose or modify the Product in an unauthorised manner;

(d)   reverse engineer, disassemble, decompile or attempt to derive source code from the Product;

(e)   prepare a derivative work, improvements or developments to the Product;

(f)   use the Product for any unlawful, immoral, unethical or unreasonable purpose or activity; or

(g)   cause or intend the Product to be used in any way or manner that may violate the intellectual property or other personal rights (including, but not limited to, privacy rights and ownership rights) of any other person or entity.

7.5   In the event of the User breaching any of the terms of this Agreement and failing to remedy such breach within a period of three business days after receipt of notice drawing attention to the breach, *Supadata* may forthwith terminate use of the Product by the User.

7.6   *Supadata* may supply the User with such reports as it, in its sole discretion may from time to time decide. Such reports will be supplied to the User electronically in such form as *Supadata*, in its sole discretion may decide from time to time.

8.   **Upgrades**

8.1   In its sole and absolute discretion, *Supadata* may (but shall be under no obligation to do so), from time to time, provide fixes, updates, and upgrades to the User, including, but not limited to, new versions of the Product which will automatically be supplied to the User. Although *Supadata* will use its best endeavours to ensure that private information of the User is not corrupted, modified or lost, no warranty is given that this will not happen. In the event that this does happen, *Supadata* will assist the User to correct any errors.

8.2   *Supadata* is not required and is not under any obligation whatsoever to provide any maintenance or services to the User, including (without limitation) any support, updates, enhancements, or other modifications to the Product.

8.3   Unless explicitly stated otherwise in writing, the terms of this Agreement will govern any software or service fixes, updates, or upgrades provided by *Supadata* that replaces, modifies or supplements the Product.

9.   **Third-Party Items**

9.1   For the purposes of the Agreement, "Third Party Items" shall mean software, services, activities, content, materials, documents, graphics, products, goods or devices supplied by a third person or entity (i.e. other than *Supadata*) to the User.

9.2   Third Party Items are used, obtained or accessed (without limitation) by Users independently (and with no assistance or connection from *Supadata*) and *Supadata* does not warrant that the Product is usable on or with Third Party Items.

10.   **Information and Privacy**

10.1   *Supadata* shall keep the User's identity and other data confidential and shall ensure that all legislation relating to protection of information is complied with.

10.2   The User hereby warrants that any and all of his/her personal information used with Product is true and correct.

10.3   It is the responsibility of the User to maintain his/her personal information.

10.4   The User hereby acknowledges and agrees that *Supadata* may disclose information provided to it, if required to do so by any applicable law, rule or regulation, or if *Supadata*, in its sole and absolute discretion, believes that disclosure is reasonable or necessary to (a) comply with any applicable law, rule or regulation, requests or orders from law enforcement, or any legal process (whether or not such disclosure is affirmatively required by applicable law, rule or regulation); or (b) protect or defend the rights or property (including, but not limited to, intellectual property) of *Supadata* or any third person or entity.

11.   **Scope of Product**

11.1   Implementation of the Product shall at all times be in the sole and absolute discretion of *Supadata*.

11.2   Without limiting the foregoing, *Supadata* may choose, at its sole and absolute discretion, the times of any backups and the frequency and manner in which any and all backups are made.

11.3   In addition, *Supadata* may choose the scope, manner, design and function of any encryption technology or mechanisms used by it with respect to User's data.

11.4   *Supadata* does not warrant that any information displayed, uploaded, or posted on or by the Product is true or correct and specifically and expressly disclaims any and all liability related to such information.

11.5   Moreover, *Supadata*, in its sole and absolute discretion, reserves the right to refuse to post, host or display, and the right to remove or delete, any information from the Product, for any reason (or no reason) at any time without any notice thereof to the User.

11.6   Any comments, feedback or advice that the User may provide, through, or relating to the Product shall be deemed to be non-confidential and *Supadata* shall have an unrestricted and absolute right to post and publish the same (in its sole and absolute discretion) for any lawful purpose whatsoever.

12.   **Backup**

Supadata may make copies of any and all data stored as part of the backup and recovery of files on any and servers or hardware associated with the Product. *Supadata* shall not be obligated to archive such copies, and further, it assumes no responsibility or liability for their safekeeping. Any such copies shall not be accessible by the User except in conjunction with his/her use of the Product. *Supadata* has no responsibility or liability with respect to any copies of the User's data backed up via the Product.

13.   **User's Warranties, Covenants and Duties**

13.1   User hereby expressly represents, warrants, covenants and agrees that he/she will not, directly or indirectly, do any of the following:

(a)   falsify or misrepresent any information regarding his/her identity or intentions with respect to any matter in connection with the Product;

(b)   post, publish, transmit, distribute, or upload any information or materials through the Product that *Supadata*, in its sole and absolute discretion, deems unlawful, obscene, lewd, sexually explicit, derogatory, abusive, threatening, discriminatory with respect to race, religion or gender, or is otherwise reasonably disagreeable, offensive or objectionable;

(c)   post, publish, transmit, distribute, or upload any information or materials through the Product that contains a virus, or any other harmful software code or programming routine, that could impair operation or function of the Product or access of others who may, do or will access, browse or use the Product;

(d)   post, publish, transmit, distribute, offer or upload any information or materials through the Product that is (in whole or part) unlawful, false, deceptive, misleading, fraudulent, or otherwise reasonably disagreeable, offensive or objectionable, including (without limitation) any information, document, communication or transmission that constitutes, affirms, encourages or supports the commission of any illegal activity or any violation of any local, provincial, national or applicable foreign law, rule or regulation, including (without limitation) any laws that protect the intellectual property, personal or privacy rights of any person or entity;

(e)   post, publish, transmit, distribute, or upload any information, content, documents or materials through or in connection with the Product that in any way violates any patent, copyright, trademark or any other proprietary intellectual property rights of others;

(f)   post, publish, transmit, distribute, or upload any information, documents, content or materials through or in connection with the Product that violates any legal, property, intangible, confidentiality or privacy rights of others;

(g)   post, publish, transmit, distribute, or upload through or in connection with the Product any bulk e-mail or text/phone message solicitations, chain letters, advertisements, pyramid schemes or any other unsolicited communication, including, without limitation, spamming (whether via electronic mail or text/phone message);

(h)   violate or attempt to violate the security of the Product, or any third party network, system, server, or account, including, without limitation, engaging in any of the following activities: (i) accessing data, folders, information, content, materials, servers, accounts, databases, etc. which the User is not authorized to access, (ii) impersonating *Supadata's* personnel (or any other person or entity) or engaging in any other pre-texting, (iii) attempting to (A) probe, scan or test the vulnerability of a system, server, account or network, or (B) breach security, validation or authentication measures of any of the foregoing, (iv) attempting to interfere with, disrupt or disable service or access or use of the Product to or for any user, host, server, account or network, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing", (v) forging any TCP/IP packet header or any part of the header information in any e-mail or posting, (vi) taking any action in order to obtain services to which the User is not entitled, or (vii) attempting to utilize

another party's account name or persona without first obtaining authorization from that party; (i) attempting to circumvent or alter any method of measuring, tracking, recording or billing for the Product; and (j) reselling, re-distributing, sub-licensing or redirecting the Product for any reason whatsoever.

13.2   User hereby expressly represents, warrants, covenants and agrees that he/she will be solely and exclusively responsible for maintaining the confidentiality and security of any user name and password given by *Supadata* or provided by the User in connection with his/her use or access of the Product. Moreover, the User is responsible and liable for any and all activities that occur in regard to his/her account.

13.3   The User hereby agrees to notify *Supadata* immediately in the event of any unauthorized use of his/her account or any breach of account security of which he/she may become aware or that he/she may reasonably suspect. However, regardless of such notification, *Supadata* will under no circumstances whatsoever be liable or responsible for any loss that the User may incur as a result of any unauthorized use of his/her account (whether such use occurs with or without his/her knowledge). In addition, User will be responsible in the event that *Supadata* incurs any losses or damages whatsoever as a result of User's account being compromised, whether the User is complicit therein or through negligence.

14.   **Trials and Promotions**

14.1   From time to time, *Supadata* may offer certain trials or promotions to Users. *Supadata* reserve its right to, in its sole and absolute discretion, at any time (without any liability thereof) discontinue, modify, suspend, reorganize or terminate any such trials and promotions.

14.2   Any trial or promotion will be subject to the terms and conditions of such trial or promotion, but in no event whatsoever shall any trial or promotion modify or change any of the terms and conditions of this Agreement (except as is expressly set forth in the trial or promotion).

14.3   *Supadata* may offer a free evaluation or trial period in which to test and evaluate the Product. If such a User decides to continue to use the Product after such period is over this shall be subject to payment of the appropriate fee and the annual use period shall be deemed to have begun on the first day of commencement of use in the evaluation or trial period.

15.   **Proprietary Information**

15.1   All *Supadata's* information, materials, content, images, graphics, software, trademarks, logos, service marks provided on or through the Product (collectively the "Proprietary Information") is and are the sole and exclusive property of *Supadata* or are duly licensed by *Supadata*, and may not under any circumstances whatsoever be used, copied, reproduced, distributed, republished, uploaded, downloaded, displayed, posted or transmitted by the User in any form or by any means without the prior express written consent of *Supadata*.

15.2   The Proprietary Information, including (without limitation) all HTML code, server-side code, XML code, and compilations of meta tag key words, specification and trade name data, product and service descriptions and all similar data and information, is exclusively owned or duly licensed by *Supadata*, and is and shall, to the maximum extent allowed by applicable law, be protected by foreign and domestic copyright and trademark laws, rules and regulations and applicable international treaty provisions. To the extent that the Proprietary Information is also covered by copyright law (and User is hereby advised that much or all of the Proprietary Information may be copyrighted), violators are hereby given notice that any such violations may result in severe civil and criminal penalties. It is the intention of *Supadata* to have violators of this paragraph prosecuted to the maximum extent possible under applicable law.

15.3   Except as expressly and specifically set forth herein under the section above "Limited Authority", User shall have absolutely no rights whatsoever to the Proprietary Information. Copying or reproduction of the Proprietary Information, including, but not limited to, any software, service or content or materials, to any server

or location for any reason (such as, without limitation, further reproduction or redistribution) is expressly and strictly prohibited.

16. **Intellectual Property**

16.1   Except as expressly and specifically set forth herein under the section "Limited Authority" above, nothing in this Agreement is intended to grant any rights (including, without limitation, under or with respect to any patent, mask work right, copyright, trademark, title, interest in products or trade secret of *Supadata* to the User. All such rights shall remain the sole and exclusive property of *Supadata* and the User shall gain no interest, right or title therein by entering into or performing this Agreement or using the Product. Further, nothing contained on or through the Product in this Agreement, should be construed as granting (whether express, by implication, estoppel or otherwise) any license or right to the User to use any intellectual property, trademarks, copyrights or other proprietary information (or the Proprietary Information) displayed on or through the Product.

17. **Notification of Infringement**

Supadata will, in appropriate circumstances, terminate the access and use of the Product for any person or entity who infringes (or is suspected of infringing) the rights, security or property of others, by means of use of the Product. If any individual or entity believes that his, her or its rights, security or property has been used or copied in a prohibited manner (or otherwise infringed) through or in connection with the Product, he/she/it is requested to provide *Supadata* with a written notice containing the full details of such infringement and the action requested of *Supadata*.

18. Supervision

Supadata does not assume any responsibility for verifying the content, materials, documents and information passed through or accessed via or in connection with the Product. User's use of the Product is at User's sole and exclusive risk and at his/her own discretion and peril. *Supadata* is not responsible for any damages, losses, expenses or other injuries incurred by the User as a result of, relating to, or in connection with, any content, materials, documents and information transmitted, distributed or uploaded through or in connection with the Product.

19. **Access**

The Product may become unavailable due to routine maintenance or malfunction of computer equipment, wireless or local networks, devices, hardware or for other reasons, and in any such instance, *Supadata* shall not have any liability whatsoever to User under any such circumstance.

20. **Links to Third Parties**

20.1   The User hereby expressly agrees to assume sole and entire responsibility for use and access of third party links and pointers included in the Product by the User.

20.2   *Supadata* hereby expressly disclaims any and all liability and responsibility for such third party links and pointers and the content of any third party sites, services or software included by the User and the User hereby indemnifies *Supadata* against any and all claims howsoever arising therefrom.

20.3   Furthermore, the User is directed to take any and all precautions to ensure that third-party sites, services and software are free of such harmful items as (without limitation) viruses, worms, trojan horses and other items of a destructive nature.

20.4   *Supadata* shall have no duty whatsoever to investigate, evaluate, recommend or otherwise provide information with respect to any third party site, services or software.

21.   **Links to *Supadata***

A party may only provide a hypertext link to the Product on another web site, if such hyperlink complies with specific requirements. *Supadata* is to be contacted for more information and details before providing any such link to the Product. Without limiting the foregoing, the appearance, position and other aspects of a link must not be such as to directly or indirectly damage or dilute the goodwill associated with the name and trademarks of *Supadata* and/or the Product, and must not create the false or misleading appearance that *Supadata* and/or the Product is associated with, or endorses or sponsors, the linking web site. *Supadata* may selectively revoke consent to any link at any time (for any reason or no reason) in its respective sole and absolute discretion.

22.   **Disclaimer of Warranties**

22.1   The Product, and any and all information, services, content and materials thereon and therewith, are provided and distributed on an "as is" and "as available" basis without warranties of any kind except as expressly provided herein. *Supadata* disclaims any and all implied warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement.

22.2   Specifically, but without limitation, *Supadata* does not warrant that

(a)   The information, services, materials or content associated with the Product, or through the Product, is correct, accurate or reliable.

(b)   The functions provided by or through the Product will be uninterrupted, secure or error free.

(c)   Any defects will be corrected, or that the Product, or the server that makes it available, are free of viruses or other harmful components.

22.3   The User hereby acknowledges that use of the Product is at his/her sole and absolute risk and in his/her own discretion.

22.4   No oral or written representation, information or advice given by any employee, officer or agent of *Supadata* will under any circumstances create a warrantee, unless specifically set forth in an express writing signed by an authorised officer of *Supadata*.

22.5   The User hereby acknowledges and agrees that the Product may fail at any time, may not operate error-free, may be interrupted by power failure or otherwise, may be down for maintenance or troubleshooting, and may be subject to delays, disruptions, denial of service attacks, malfunction or other problems.

22.6   The User further acknowledges and agrees that the Product has been considered and investigated prior to payment of the fee and that the Product meets his/her needs.

23.   **Limitation of Liability**

23.1   Notwithstanding anything to the contrary in this Agreement, *Supadata* will not be liable, even if it knows or has been advised of the possibility thereof, for any incidental, special, consequential, exemplary, punitive, reversionary or indirect damages, including but not limited to, business interruption, loss of business profits 0or revenues, loss of use or loss of business or personal information, arising out of, relating to, or in connection with, this Agreement, the Product or the relationship between the User and *Supadata*.

23.2   The User hereby agrees that any claim that it may have against *Supadata*, for damages and costs, shall be limited to the fee paid by it to the Seller or *Supadata*, as the case may be.

23.3   The User expressly acknowledges and agrees that the limitations of liability set forth in this paragraph are an essential element of this Agreement, and in the absence of such limitations, the economic terms of this Agreement would have been substantially different than provided herein and/or the parties would not have entered into this Agreement.

24.   **Indemnification**

24.1   The User will, at his/her own expense, defend, indemnify and hold harmless *Supadata* and each of its officers, directors, shareholders, agents, representatives, contractors and employees (each, an "Indemnitee", and collectively, "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand, or liability (a "Claim), including (without limitation) reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by, or demanded of, an Indemnitee, that, directly or indirectly, arises out of, results from or occurs in connection with:

(a)   his/her negligence, bad faith or willful misconduct;

(b)   his/her breach of any of the provisions of this Agreement;

(c)   his/her violation of any applicable law, rule or regulation;

(d)   infringement by him/her of any intellectual property, proprietary or other rights of any third party, including (without limitation) any patent, copyright or trademark;

(e)   unlawful disclosure, use, or misappropriation of a trade secret by the User;

(f)   violation of any other third-party intellectual property right, or other property or personal right of any person or entity; or

(g)   his/her use of (or inability to use) the Product.

24.2   *Supadata* may assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will fully cooperate with *Supadata* in asserting any available defences, and promptly reimburse all reasonable costs and expenses (including, without limitation, reasonable attorney and professional fees) in connection with, relating to or arising from *Supadata's* defence in such matter. No settlement, compromise or adjudication of any Claim to which indemnity applies hereunder, shall be effective or permitted without the express and prior written consent of *Supadata*.

25.   **Changes to the Agreement**

Supadata may, in its sole and absolute discretion, modify or change any or every aspect of the Agreement at any time (for any reason or no reason), effective on renewal as provided for above.

26.   **Relief**

In the event of the User committing a breach of any of the terms of this agreement and failing to remedy such breach within three business days after receipt of notice drawing attention to the breach, *Supadata* may apply for injunctive relief (including, but not limited to, specific performance) from any court of competent jurisdiction.

27.   **Non-Circumvention**

The User hereby expressly agrees that during the term of this Agreement and for a period of one (1) year thereafter, he/she will not, directly or indirectly, attempt to or actually circumvent this Agreement or its purpose or intent.

28.   **General**

28.1   Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

28.2   Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then: (i) such provision will be enforced to the maximum extent permissible under the circumstances so as to effectuate the original intent of the parties with respect to such provisions; and (ii) the remaining provisions of this Agreement will be unaffected thereby and will continue to remain in full force and effect at all times.

28.3   Acts beyond Control

Supadata will not be liable for any failure to perform acts due to causes beyond its control (including, without limitation, electrical outage, Internet Service Provider or wireless network or other service provider downtime, power failure, fire, flood, strike, civil disturbance, terrorism, war or Acts of God). If any such circumstances occur, *Supadata* shall use commercially reasonable efforts to attempt to provide reasonable notice to User of the same. The time for *Supadata* to perform hereunder will be extended for a period of time equal to the duration of the delay or default caused thereby.

28.4   Notices

28.4.1   Unless otherwise stated herein, any notices hereunder to *Supadata* shall be in writing and be delivered by hand to its registered office address and shall be deemed to have been received the following business day unless the contrary shall be proved.

28.4.2   Notices to the User may be provided by electronic mail to the electronic mail address provided by the User to *Supadata* (and such notice shall be deemed given immediately upon transmission thereof by *Supadata*).

28.5   Assignability

28.5.1   Neither this Agreement, nor any rights or obligations herein, may be assigned or otherwise transferred (in whole or in part) by the User without the prior express written consent of *Supadata*. Any attempted assignment, cession or transfer by the User in violation of this paragraph shall be null and void.

28.5.2   This Agreement and any rights herein may be freely ceded and assigned by *Supadata* without notice to the User.

28.6   Shrinkwrap Agreement

The User acknowledges and confirms that he/she understands that this Agreement is of the "shrinkwrap" kind and that he/she fully understands the implications and consequences thereof and confirms and understands that a binding agreement comes into force upon activation by the User of his/her Product and subsequent use of the Product.

28.7   Headings

The headings used in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

28.8   Legal Advice

The User hereby confirms that he/she has taken legal advice in regard to the Agreement or has decided to dispense therewith.

28.9   No Partnership

Nothing in this Agreement will be construed to constitute an agency, partnership, joint venture or employer-employee relationship between the parties. Neither party has the power, and will not hold itself out as having the power, to act for or in the name of, or to bind, the other party. Nothing contained in this Agreement should be construed to give either party the power to direct or control the day-to-day activities of the other party.

28.10   Enforcement Failure

Failure by *Supadata* to enforce any right, remedy or provision hereof will not be deemed a waiver of the same or any future enforcement of that or any other right, remedy or provision. A waiver by *Supadata* of any right, remedy or provision hereof shall only be effective if it is in an express writing that is signed by a duly authorized officer of *Supadata*.

28.11   Entire Agreement

This Agreement contains the entire understanding between *Supadata* and the User with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements or understandings (whether oral, written, implied or otherwise) between the parties with respect to the subject matter hereof. Any modification, addendum, or amendment to this Agreement will not be effective unless the same is in writing and signed by a duly authorized officer of *Supadata*. This Agreement may not be modified, supplemented or amended by an electronic signature (or electronic correspondence) from *Supadata*.