

END USER LICENSE AGREEMENT

IMPORTANT NOTICE

- (i) THIS END USER LICENCE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND SHOPRITE CHECKERS (PTY) LTD (OF CNR WILLIAM DABS AND OLD PAARL ROADS, BRACKENFELL, SOUTH AFRICA) AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS.
- (ii) IN TERMS OF THIS AGREEMENT YOU ARE GRANTED A LICENCE TO USE THE SYSTEM / APPLICATION IT ACCOMPANIES. YOU ARE ONLY GRANTED THE LICENCE IF YOU ACCEPT ALL THE TERMS IN THIS AGREEMENT. NOTE: BY CLICKING "I AGREE" OR BY INSTALLING OR OTHERWISE USING THE SYSTEM / APPLICATION, YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.
- (iii) IF YOU DO NOT AGREE TO THESE TERMS, SHOPRITE IS UNWILLING TO LICENSE THE SYSTEM / APPLICATION TO YOU AND YOU MAY NOT INSTALL, USE OR COPY IT, AND YOU SHOULD IMMEDIATELY DESTROY ALL COPIES IN YOUR POSSESSION.
- (iv) PROVISIONS IN THIS AGREEMENT WHICH LIMIT SHOPRITE'S LIABILITY, ALLOCATE RISK OR LIABILITY TO YOU OR IN WHICH YOU ACKNOWLEDGE CERTAIN FACTS, HAVE BEEN SET OUT IN CAPITAL LETTERS. NOTE: YOU SHOULD PAY PARTICULAR ATTENTION TO THESE PROVISIONS SINCE THEY LIMIT YOUR ABILITY TO RECOVER LOSSES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF OUR SYSTEM / APPLICATION.
- (v) IF YOU ARE NOT YET 18, YOUR PARENTS OR LEGAL GUARDIAN MUST AGREE TO BE BOUND BY OUR LICENSING TERMS BEFORE YOU START USING OUR SYSTEM / APPLICATION. IF YOU ARE UNDER 18 AND FAIL TO OBTAIN YOUR PARENTS' OR GAURDIAN'S CONSENT, YOU MAY NOT INSTALL OR USE OUR SYSTEM / APPLICATION.
- (vi) PLEASE NOTE THAT THIS LICENCE REGULATES ONLY YOUR INSTALLATION AND USE OF THE SYSTEM / APPLICATION ACCOMPANYING THIS LICENCE. IT DOES NOT REGULATE YOUR ACCESS OR USE OF ANY OF OUR OTHER SYSTEMS / APPLICATIONS WHICH WILL BE SUBJECT TO SEPARATE TERMS OF USE WHICH ARE AVAILABLE ON OUR WEB SITE CURRENTLY AT <https://supplier.shopriteholdings.co.za/> UNDER "Terms and Conditions".

1. **DEFINED TERMS.** In addition to the terms defined above, the following terms will have the meanings set out in this clause when they are used in this Agreement:
 - (a) "System / Application" means Shoprite's Internal Software System / Application;
 - (b) "Licensing Restrictions" means the specific usage limitations applicable to your use of the System / Application described in Section 3 below;
 - (c) "Username" means any valid access control mechanism of which you are informed on registration by Shoprite to enable you to access and use the System / Application. Note: A Username or other access control mechanism is valid if it has not been withdrawn, disabled or deactivated by Shoprite.
 - (d) "Password" means a secure password selected by you in connection with access control for utilisation of the System / Application.
2. **INTELLECTUAL PROPERTY.** Shoprite reserves all rights in the System / Application (other than those that are expressly granted to you in terms of this Agreement). No copyright or other intellectual property or proprietary right is transferred to you in terms to hereof.
3. **LICENCE GRANTS.** Provided that you agree to the terms and conditions of this Agreement, Shoprite hereby grants to you a non-exclusive, non-transferable licence to install the System / Application in the form as made available to you. Your licence is, however, subject to your

END USER LICENSE AGREEMENT

compliance with the applicable Licensing Restrictions set out in clause 4 below. No licence or right is granted to you in relation to the System / Application other than as provided for in this Agreement.

4. LICENSING RESTRICTIONS. Your use of the System / Application will be subject to the following conditions and restrictions:

- (a) **INSTALLATIONS.** You may only install a copy of the System / Application. **YOU ALONE WILL BE RESPONSIBLE FOR THE UTILISATION OF THE SYSTEM / APPLICATION ON YOUR DEVICE(S).** You must notify Shoprite immediately if you become aware of unauthorised use of your Username and/or Password or the System / Application.
- (b) **USAGE.** Save for the Licence granted to you under clause 3, you will not and you will not permit anyone else, to –
 - (i) Copy, reproduce or modify the System / Application;
 - (ii) Create derivative works based on the System / Application;
 - (iii) Adapt, transcribe or merge the System / Application or any portion thereof, with other Systems / Applications;
 - (iv) Market, sell, share, rent, lease, sublicense, disseminate, distribute or otherwise transfer the System / Application or any portion thereof or permit the use thereof for the benefit of any third party;
 - (v) Decompile, disassemble or reverse engineer any part of System / Application or attempt to do so;
 - (vi) Remove, alter, conceal or obscure any proprietary notice or marking incorporated in or on the System / Application; or
 - (vii) Use the System / Application for any unlawful purpose.
- (c) **UPDATES AND UPGRADES:** Where you are provided with an upgrade or update of the System / Application, the upgrade or update will replace any current version of the System / Application you may have. You will therefore have to remove and delete all copies of the version of the System / Application you are currently using.
- (d) **MULTIPLE VERSIONS:** The media on which the System / Application resides may contain more than one version of the System / Application, each of which is compatible with only some types or versions of devices. You must make sure that you only install the version of the System / Application that is most appropriate for your device.
- (e) **USERNAMES & PASSWORDS:** In order to access and use the System / Application, you will be required to input a Username and Password which will be uniquely linked to your profile. If you also install the System / Application on another device, the same Username and Password will be applicable. Note: We may withdraw or disable your Username and/or Password at any time if you attempt to use the System / Application and related services in a manner which breaches this Agreement. **YOU ALONE WILL BE RESPONSIBLE FOR THE USE OF YOUR USERNAME AND PASSWORD.** Make sure that you keep your **USERNAME AND PASSWORD SECURE AT ALL TIMES.** Notify Shoprite immediately if you become aware of any unauthorised use of your Username and Password.

5. NOTICES AND DISCLAIMERS.

- (a) **YOU SHOULD NOTE THAT SHOPRITE ONLY MAKES AVAILABLE FREE STANDARD SYSTEM / APPLICATION WITH STANDARD FUNCTIONALITY FOR STANDARD DEVICES. SHOPRITE DOES NOT ORDINARILY OFFER OR SUPPLY SYSTEMS / APPLICATIONS FOR ANY PARTICULAR PURPOSE. SHOPRITE DOES NOT PROFESS TO BE KNOWLEDGEABLE ABOUT YOUR SPECIFIC USAGE REQUIREMENTS FOR THE SYSTEM / APPLICATION. YOU MUST DETERMINE WHETHER OR NOT THE SYSTEM / APPLICATION IS SUITABLE FOR YOUR SPECIFIC REQUIREMENTS. FURTHERMORE, YOU SHOULD BE AWARE THAT CODE WHICH MAY HAVE A HARMFUL EFFECT ON YOUR DEVICE COULD BE CONTAINED IN THE SYSTEM / APPLICATION. YOU SHOULD IMPLEMENT SUITABLE PROTECTION MECHANISMS TO PREVENT SUCH HARM FROM OCCURRING.**

END USER LICENSE AGREEMENT

- (b) YOU SHOULD ALSO NOTE THAT THE SYSTEM / APPLICATION MAY HAVE SOME DEFECTS. INSTALLATION OF, RELIANCE ON AND USE OF THE SYSTEM / APPLICATION IS AT YOUR SOLE DISCRETION AND RISK. YOU SHOULD INDEPENDENTLY VERIFY THE SUITABILITY OF THE SYSTEM / APPLICATIONS FOR YOUR DEVICE AND THE COMPLETENESS AND RELIABILITY OF INFORMATION OBTAINED FROM YOUR USE THEREOF. YOU ARE THEREFORE SOLELY RESPONSIBLE FOR YOUR INSTALLATION AND USE OF THE SYSTEM / APPLICATION, FOR THE RESULTS OBTAINED FROM SUCH INSTALLATION AND USE AND FOR THE USE OF SUCH RESULTS.
- (c) THE SYSTEM / APPLICATION IS PROVIDED "AS IS". SHOPRITE THEREFORE (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) –
 - (i) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SYSTEM / APPLICATION, WHETHER THESE ARE EXPRESS OR IMPLIED;
 - (ii) SPECIFICALLY DISCLAIMS THAT THE SYSTEM / APPLICATION ARE NON-INFRINGEMENT OR FREE FROM VIRUSES OR ERRORS OR THAT THEY WILL FUNCTION WITHOUT INTERRUPTION;
 - (iii) EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (d) SINCE THE SYSTEM / APPLICATION IS PROVIDED TO YOU FREE OF CHARGE, SHOPRITE WILL NOT BE LIABLE TO YOU FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND (REGARDLESS OF WHETHER SUCH CLAIM STEMS FROM CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER CAUSE) IN CONNECTION WITH YOUR INSTALLATION, RELIANCE ON OR USE OF THE SYSTEM / APPLICATION OR THE USERNAMES AND PASSWORDS, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW. AS A RESULT YOU HEREBY INDEMNIFY AND KEEP SHOPRITE INDEMNIFIED AGAINST ALL SUCH CLAIMS, DAMAGES OR LOSSES ARISING IN CONNECTION WITH YOUR INSTALLATION OR USE OF THE SYSTEM / APPLICATION.

6. **TERM AND TERMINATION.** This Agreement will remain in force until terminated by you, by Shoprite or by expiry (in the case of a time-limited licence), subject to the following:

- (a) You may terminate this Agreement at any time.
- (b) Without prejudice to any of its other rights, if you are in breach of any of the terms and conditions of this Agreement then Shoprite may terminate it immediately on giving written notice to you.
- (c) Shoprite may also terminate this licence at any other time by giving notice to that effect.
- (d) Upon termination of this Agreement –
 - (i) Shoprite may revoke and/or disable the Username and Password issued to you and/or render the System / Application inaccessible or unusable by you;
 - (ii) You will immediately stop using the System / Application and destroy all copies thereof in your possession.
- (e) The provisions of clauses 0, 5, 6, 7, 8, 9 and 10 will survive termination of this Agreement.

7. **LAW AND JURISDICTION.** The UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement, unless expressly prohibited by local law, will be subject to and interpreted under the laws of the Republic of South Africa (notwithstanding any conflicts of law provisions) and the South African courts will, subject to Section 10, have exclusive jurisdiction over any claim arising in connection with this Licence.

8. **URGENT REMEDIES.** You acknowledge that each provision of this Agreement providing for the protection of the intellectual property, confidential information and other proprietary rights of Shoprite

END USER LICENSE AGREEMENT

or its licensors, is material to this Agreement. As a result you accept that any threatened or actual breach of the provisions providing for the protection of any of the afore-mentioned rights will constitute immediate and irreparable harm to Shoprite and/or its licensors, for which Shoprite may seek urgent injunctive relief in any court of appropriate jurisdiction. Such relief will be without prejudice to any other remedies that Shoprite may have.

9. **ASSIGNMENT.** You may not sublicense, assign or otherwise transfer all or any part of your rights or obligations under this Agreement without the prior written consent of Shoprite. You acknowledge that any such unauthorised attempted transfer, assignment or sublicense use will be void. You agree that Shoprite may, in its sole and absolute discretion, transfer and assign all or part of its rights and obligations under this Agreement to one or more third parties chosen by it.

10. GENERAL.

- (a) Except where Shoprite agrees otherwise in a written contract concluded between you and Shoprite, this Agreement is the only agreement between you and Shoprite relating to your ability to use our System / Application and it may only be modified by written agreement between you and Shoprite.
- (b) If any clause or sentence in this Agreement is held by a court of law to be void, illegal or unenforceable, the remaining provisions hereof will not be affected thereby and will remain of full force and effect.
- (c) The failure by Shoprite to enforce any of the provisions of this Agreement, unless waived in writing, will not constitute a waiver of Shoprite's rights to enforce such provision or any other provision of this Agreement in the future.
- (d) All rules of interpretation which prescribe that an agreement be interpreted against the party responsible for its drafting do not apply to this Agreement.