

PROGRESS DATA SERVICES

Terms and conditions of supply of services

Terms and conditions of PROGRESS DATA SERVICES (HEREINAFTER KNOWN AS PDS) .

In these terms and conditions the following expressions shall have the following meanings:

1. "commencement date" - the date of signature of this agreement
2. "service" - the provision of a facility for the subscriber to obtain stock market information from computerized systems operated and / or provided by PDSNET
3. PDS = PDSNET
4. "data" - any and all electronic stock market information provided by PDS.
5. "private subscriber" - private person contracting to receive a service from PDS in terms of this agreement and uses the data provided for his own purposes in a "non-professional" capacity AS SET OUT BY THE JOHANNESBURG STOCK EXCHANGE (HEREINAFTER KNOWN AS JSE)
6. "corporate subscriber" - an analyst, company, close corporation, firm, partnership contracting to receive a service from PDS in terms of this agreement and uses the data provided in a commercially professional capacity AS SET OUT BY THE JSE.
7. "client(s)" - private or corporate subscribers contracting to receive a service from PDS in terms of this agreement AND AS SET OUT BY THE JSE – TO VIEW THE DIFFERENCE BETWEEN A PROFESSIONAL AND A NON-PROFESSIONAL CLIENT [CLICK HERE](#).

OBLIGATION OF THE CLIENT

1. The client acknowledges that all software and information provided remains the copyright property of PDS and its associates and agrees not to copy or reproduce any or all of it.

LIMITATION OF LIABILITY

1. The PDS service is licensed to you "AS IS" with no warranties or representations express or implied (including quality, accuracy of data, performance, fitness for a particular use or against infringement).
2. In no event shall PDS or its employees, agents or affiliates, including their shareholders, be liable for any direct, indirect, special, incidental or consequential damages suffered by a client.
3. PDS, its employees, directors, or direct staff hereby do not underwrite or take responsibility, will never guarantee or provide a warranty or misrepresent, express or implied (including the accuracy and veracity of any of the software products it sells).
4. By signing this mandate, you are furthermore indemnifying PDS as above, should any of its agents make claims about the software that cannot be attained or reached or are not specifically confirmed in writing by PDS itself.

PERMITTED USE OF SERVICE BY A PRIVATE SUBSCRIBER

1. PDS hereby grants you a limited, non-exclusive, personal non-transferable license to use the PDS service.
2. You may use or access the service only on a single computer permitting use by a single person for such user's personal, non-commercial use.
3. Use by more than one user, at separate terminals, accessing or using the service is not authorized.
4. You are permitted to store, reformat, print and display the data provided by PDS only for your personal use and may not otherwise copy, modify, adapt, publish, retransmit, redistribute, lend, sell, sublicense, or otherwise use or transfer the data.
5. You may not use any information provided by the service, in connection with any business or commercial enterprise.

PERMITTED USE OF SERVICE BY A CORPORATE SUBSCRIBER

1. PDS hereby grants you a limited, non-exclusive, non-transferable license to use the PDS service.
2. You may use or access the service on a number of computers or terminals owned by and installed within the same company.
3. You are permitted to store, reformat, print and display the data provided by PDS for commercial use but you may not, retransmit, redistribute, lend, sell, sublicense, or transfer the data.

TERM

1. This agreement shall commence on date of signature by the client and shall continue indefinitely until terminated.

FEES AND CHARGES

1. The client shall pay to PDS the monthly or annual service fee.
2. All monthly service fees shall be paid by direct debit and are payable monthly in advance.
3. A pro-rata initial payment for the balance of the first month's subscription applies, followed by advance payments on the action day specified each month.
4. You agree to advise us promptly of any change to member details provided.
5. Annual service fees paid in advance are purchased at discounted rates and are non-refundable.

VARIATION

1. PDS shall be entitled from time to time at its absolute discretion:-
 - 1.1. To initiate the advent of a service fee to access the software.
 - 1.2. To make such variations to the service fee as it deems appropriate.
 - 1.3. Make such modifications to the service and make, or agree to, such changes to the service as it may reasonably consider necessary.
 - 1.4. Wherever practicable 30 days prior written notice shall be given of such changes prior to their being made.
6. As access is granted to the client indefinitely, those clients that wish to cancel must please do so in writing 30 days prior to the addresses supplied or it would be accepted that they are still making use of the service. No latitude on this clause may be allowed.

TERMINATION AND SUSPENSION OF SERVICE

1. PDS shall have without prejudice to any other claims or remedies which it may have in law against the client, the right to terminate the service in terms of this agreement without liability upon the happening of either of the following events:
 - 1.1 If PDS for whatever reason is unable to provide the service.
 - 1.2 If payment of the service fee is not made on the due date.
 - 1.3 If the client commits a breach of this agreement.

MISCELLANEOUS

1. Notices – Any notice required herein shall be sent by post, facsimile or e-mail to the domicillium address of the subscriber and shall be deemed to be delivered 5 (five) business days after posting and if sent by facsimile or e-mail shall be deemed to be delivered when sent.
2. Waiver – No delay, neglect or forbearance on the part of PDS in enforcing any provisions of this agreement shall be deemed to be a waiver or create a precedent or in any way prejudice PDS's rights under this agreement.
3. Interpretation – references in this agreement to persons shall include body corporate, incorporated associates and partnerships. References to the singular shall include plural and vice versa.
4. Amendments – This agreement cannot be amended, altered, varied in any manner whatsoever, save in writing and by both parties hereto.
5. Domicillium Citandi et Executandi – the parties choose their respective domicillium citandi et executandi at their respective addresses stated on the registration hereof.

IMPORTANT - READ CAREFULLY

The enclosed software ("software") and any accompanying documentation ("Documentation") are licensed, not sold to you by PDS or its agents. PDS reserves to itself any rights not expressly granted to you under this non-exclusive license agreement ("Agreement").

PURCHASER'S LICENSE

PDS retains all rights of the Software and Documentation, including, but not limited to, copyrights, patents and trade secret rights. These rights are protected under South African law and international agreements, including, without limitation, the Berne Convention, the Universal Copyright Convention. You may not decompile, reverse engineer, disassemble, reduce or otherwise attempt to discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the software. Except as provided in this license, you may not transfer, rent, lease, lend, copy, modify, translate, sublicense, re-sell for profit, time-share, or electronically transmit or receive this software, media, or documentation.

TERM OF THE AGREEMENT

This agreement shall commence on date of signature by the client and shall continue indefinitely until terminated by no less than 30 days prior notice delivered in writing by either party to the other. It may also terminate, without notice from PDS, upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree, upon such termination, to destroy the software and Documentation, together with all its copies and instructions in any form.

PDS proprietary shall have the right to terminate all provisions of this Agreement relating to disclaimers of warranties; limitation of liability, remedies, or damages.

LIMITED WARRANTY AND LIABILITY

PDS warrants its products for the duration you are using it. You are entitled to unlimited, free technical support pertaining to installing and operating the software, and resolution of problems that may arise. This support is only offered during normal business hours.

PDS also warrants the media on which the Software is furnished to be free from defects in materials and workmanship under normal use.

PDS expressly disclaim any liability for damages arising from the use of this Software or any other damages, including (though not limited to) lost profits or data, special, incidental, consequential, indirect, or other damages or claims, even if PDS or its suppliers have been specifically advised of the possibility of such damages or claims.

PDS makes no representation or warranty that the Software or Documentation are error-free or meet any user's particular standards, requirements, or needs. Except as provided above, the Software and Documentation are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

FITNESS FOR A PARTICULAR TASK

If this software is used in connection with monetary trading systems, including but not limited to stock, stock option, bond, futures, and futures options trading scenarios or applications, you assume full responsibility for the actions and/or inactions of the software.

PDS nor its employees or affiliates, recommends any security for purchase or sale, nor do they recommend any specific approach to investing in securities. Any securities or approaches to investing presented by PDS are for illustration and educational purposes only. Your sole remedies and PDS' entire liability are set forth above. In no event will PDS be liable to you or any other person for any damage, including any incidental or consequential damages, expenses, lost data, lost profits, lost savings, or other damages arising out of the use of or inability to use such software or hardware.

GENERAL

If you have any questions regarding this Agreement, including warranty service, contact PDS for more information:

PROGRESS DATA SERVICES

P.O. BOX 751252

GARDENVIEW

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SOUTH AFRICA

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You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between you and PDS, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and PDS relating to the subject matter of this agreement.