



Terms and Conditions

This document contains the general terms and conditions, which governs the subscription to and usage of Decisive Technologies' services. These General Terms and Conditions must be read together with the Services Terms and Conditions and the Policies of Decisive Technologies. By subscribing to and using any of the services offered by Decisive Technologies, the Customer and its users irrevocably agree to be bound by the provisions of this General Terms and Conditions, the relevant Services Terms and Conditions and the Policies of Decisive Technologies. In the event of a discrepancy between this Agreement and the Service Terms and Conditions, the Service Terms and Conditions will take precedence.

General Terms and Conditions

1. Definitions and Interpretation

1. In this Agreement, the words hereunder will have the meanings assigned to them below:-
 1. "Agreement" means these General Terms and Conditions, applicable Services Terms and Conditions, all the Policies of Decisive Technologies and all other application or order forms, as amended and updated from time to time;
 2. "Confidential Information" means any information or data relating to Decisive Technologies and any Group Company (even if not marked as being confidential, restricted, secret, proprietary or any similar designation), in whatever format and whether recorded or not (and if recorded, whether recorded in writing, on any electronic medium or otherwise), which:
 1. by its nature or content is identifiable as confidential and/or proprietary to the Company; or
 2. is intended or by its nature or content could reasonably be expected to be confidential and/or proprietary to the Company, and includes:
 1. information relating to existing and future strategic objectives and existing and future business plans and corporate opportunities;
 2. trade secrets;
 3. technical information, techniques, know-how, operating methods and procedures;
 4. details of costs, sources of materials and customer lists (whether actual or potential) and other information relating to the existing and prospective customers and suppliers;
 5. pricing, price lists and purchasing policies;



6. computer data, programmes and source codes; information contained in or constituting the hardware or software, including third party products and associated material;
 7. information relating to the network telecommunications services and facilities;
 8. any and all methodologies, formulae and related information in developed software and processes and other business;
 9. products, drawings, designs, plans, functional and technical requirements and specifications;
 10. Intellectual Property that is proprietary or that is proprietary to a third party and in respect of which the Company or any company in the Group has rights of use or possession;
 11. marketing information of whatsoever nature or kind;
 12. financial information of whatsoever nature or kind;
 13. information relating to any contracts to which the Company or any Group company is a party; and any information which is not readily available to a competitor of the Company and/or any of its Related Companies in the normal and ordinary course of business.
3. "DPA" means the Data Protection Act of Botswana;
 4. "Customer" "you" or "your" means the Customer making use of the Services offered and provided by Decisive Technologies and includes all the users of the Customer that have the benefit of or avail of the Services in terms of this Agreement;
 5. "Decisive Technologies" means Decisive Technologies (Pty) Ltd, trading as Decisive Technologies, with its registration number: BW00000777754, a private company duly incorporated under the laws of Botswana, with its business address at Plot 25051 Block 3 Gaborone.
 6. "Decisive Technologies System" means equipment operated together as a system by Decisive Technologies to provide its Service(s) and services ancillary to such Service(s);
 7. "Decisive Technologies Website" means the Internet website published at the URL [https://Decisive Technologies.co.bw](https://DecisiveTechnologies.co.bw), [https://www.Decisive Technologies.com](https://www.DecisiveTechnologies.com), or another URL that Decisive Technologies notifies the Customer of from time to time;
 8. "Fees" means the fees applicable and charged by Decisive Technologies for each of the Services, as disclosed on Decisive Technologies Website and in writing, before the Customer subscribes or applies for such Service(s);
 9. "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced service provider providing similar services to those provided under this Agreement. Such a service provider would seek in good faith to comply with its contractual obligations, and with all applicable laws, codes of professional conduct, relevant codes of practice, relevant standards, and all conditions of planning and other consents;



10. "Malicious Code" means anything that contains any computer software routine or code intended to allow unauthorized access or use of a computer system by any party, disable, damage, erase, disrupt or impair the normal operation of a computer system, and includes any back door, time bomb, Trojan horse, worm, drop dead device or computer virus.
11. "Parties" means the Parties to these Standard Terms and Conditions and "Party" means any one of them as the context may indicate;
12. "Personal Information" means any information relating to an identifiable, living, natural person, and where applicable, an identifiable, existing juristic person including –
 1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, color, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture language and birth of the person;
 2. information relating to the education or the medical, financial, criminal or employment history of the person;
 3. any identifying number, symbol, e-email address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 4. the biometric information of the person;
 5. the personal opinions, views or preferences of the person;
 6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 7. the views or opinions of another individual about the person; and
 8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
13. "Processing" means any operation or activity or set of operations, whether or not by electronic means, concerning personal information including -
 1. the collection, receipt, recording, organization, collection, storage, updating or modification, retrieval, alteration, consultation or use;
 2. dissemination by means of transmission, distribution or making available in any other form; or
 3. merging, linking, restriction, degradation, erasure or destruction of information.
14. "Intellectual Property" means any know-how (not in the public domain), invention (whether or not patented), design, trade mark (whether or not registered), or Copyright Material (whether or not registered), goodwill, processes, process methodology and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property. For the purposes of this definition, "Copyright Material" means any Material in which copyright subsists;
15. "BOCRA" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002 of Botswana;



16. "Service(s)" means all the service(s) provided by Decisive Technologies as specified on Decisive Technologies Website;
 17. "Signature Date" means the date of signature of this Agreement by the Party signing it last in time;
 18. "Software" means any computer program or software installed or provided by Decisive Technologies for the purposes of using the Services and any modifications, enhancements or upgrades thereto;
 19. "Botswana Law" means all and any laws and regulations of the Republic of Botswana, including but not limited to applicable codes of conduct, as may be promulgated or amended from time to time;
 20. "Supplier" means a supplier of goods and / or services to Decisive Technologies; and
 21. "VAT" means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991 of Botswana.
2. The clause headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender includes the other gender, the singular includes the plural and vice versa, and natural persons includes juristic entities and vice versa.
 3. A reference to any statutory enactment shall be construed as a reference to that enactment as at the signature date and as amended or substituted from time to time.

2. Application and Initiation of Services

1. By subscribing to or applying for the Services, the Customer hereby appoints Decisive Technologies to provide the Service(s) to the Customer for the duration of this Agreement, which appointment Decisive Technologies accepts, subject to the terms and conditions contained in this Agreement.
2. Each application for or subscription to a Service will constitute a separate contract between the Parties and Decisive Technologies reserves the right to refuse to commence provision of a Service based on the Customer's prior conduct.

3. Commencement and Termination

1. This Agreement shall be effective from the date on which you register for any Services with Decisive Technologies.
2. Subject to the Service terms, this Agreement shall continue in effect on a month to month basis and either Party shall have the right to terminate this Agreement upon providing the other Party with at least one calendar month notice.
3. The Customer acknowledges that Decisive Technologies may:
 1. terminate this Agreement by written notice, including email or via customer portal, and without liability in the event of the termination of its agreement with a Supplier relevant to the provision of any Service; or
 2. suspend or terminate the Services of a Customer in its absolute discretion and without notice:



- if the Customer commits a serious or repeated breach of the Agreement (and in particular any provision of the Acceptable Use Policy) or the Customer engages in any conduct which in Decisive Technologies opinion would have a negative impact on Decisive Technologies, other customers of Decisive Technologies or Decisive Technologies staff or is detrimental to the welfare, good order or character of Decisive Technologies;
 - any part of the Customer's Fees are not paid in full when due;
 - the information the Customer supplied to Decisive Technologies is found to be incorrect or false; or
 - Decisive Technologies reasonably thinks that the Customer's use of the Services may result in the commission of a crime or is otherwise unlawful.
3. Upon such suspension or termination, the Customer:
- may not resile from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against Decisive Technologies, its servants, its agents or any other persons for whom it may be liable in law;
 - will not be eligible for re-imbursement of any the Fees paid in advance for the Services, if applicable;
 - may be barred from subscribing to any services with Decisive Technologies in the future;
4. Decisive Technologies may in its sole discretion determine the period of suspension it may deem necessary in consideration of the particular circumstances that gave rise to the suspension.

4. Services and Changes to Services

1. Decisive Technologies offer various Services and may provide recommendations to customers, based on the information provided by such customers. Decisive Technologies provides Services on the basis of information provided by the Customer, and Decisive Technologies offers no warranty as to the suitability of the Services beyond the requirements as expressed by the Customer. The Customer is solely responsible for ensuring that their choice of Services provided by Decisive Technologies to their requirements or desired outcome. Decisive Technologies will not be liable for compensation, costs or damages resulting from incorrect selection of Services, or resultant delays in rectifying such errors.
2. While every effort is made by Decisive Technologies and its Suppliers to ensure that all Services retain a constant uptime (99.9% on a yearly basis and 99% on a monthly basis) and high level of service quality given the nature of the Services, technology, infrastructure and number of Suppliers involved in the provision of such Services this is not always achievable. As such all Services unless otherwise agreed to in writing are based on the best effort premise where no guarantees on throughput, latency or uptime can be provided. If in the instance that Decisive Technologies cannot meet



such standard of service quality its liability shall be limited to three months fees of the affected Service.

3. In the event that the Customer alleges that there is a defect in the quality of the Services, the only remedy that the Customer will have against Decisive Technologies, is to require Decisive Technologies to remedy the defect in the quality of the Services performed.
4. Decisive Technologies reserves the right to stop offering particular Services if it deems it necessary. Decisive Technologies will then either provide the service for the remainder of the time that has been paid for or refund the amount paid for that specific package.

5. Security

1. Decisive Technologies will implement measures in line with Good Industry Practice to ensure the security of the Decisive Technologies System and the physical security of Decisive Technologies premises, but gives no warranty that breaches of security will not take place.
2. If the Customer discovers a security violation, or thinks that a security violation is imminent, it must immediately notify Decisive Technologies in an appropriate way that does not further compromise security concerns.
3. The Customer must not do anything that may prejudice the security of the Decisive Technologies System, and must take all reasonable measures necessary to ensure that:
 1. no unlawful access is gained to the Decisive Technologies System, or the Customer's own system;
 2. no Malicious Code is introduced into the Decisive Technologies System; and
 3. the Customer Data is safeguarded.
4. If a security violation occurs, or Decisive Technologies is of the view that a security violation is imminent, Decisive Technologies may take whatever steps it considers necessary to maintain the proper functioning of the Decisive Technologies System including without limitation:
 1. changing the Customer's access codes and passwords (or those of any user of the Decisive Technologies System), and
 2. preventing access to the Decisive Technologies System.
5. Decisive Technologies takes reasonable measures to provide disaster recovery; but does not warrant that recovery will be successful or that it will be completed within any time limit.
6. The Customer must give its full cooperation to Decisive Technologies in any investigation that may be carried out by Decisive Technologies regarding a security violation.
7. If the Customer is providing any Service to third parties that makes use of the Decisive Technologies System, the Customer must contractually bind those third parties to equivalent terms regarding security as are set out in this clause 5.



6. Customer Duties

1. Customer is prohibited from selling, reselling or otherwise dealing with the Services(s) which are proprietary to Decisive Technologies in any manner whatsoever without its consent. Without limitation to the foregoing, any consideration which the Customer may receive whilst acting in breach of this prohibition shall be forfeited to Decisive Technologies unless the Customer is duly authorized to resell such Service(s).
2. The Customer is prohibited from allowing any person, other than its employees or other authorized parties, to have access to the Service(s).
3. The Customer shall only use the Service in compliance with Botswana Laws, the terms and conditions of this Agreement and Decisive Technologies Policies, as published on Decisive Technologies Website. The Customer acknowledges that Decisive Technologies has no obligation to assist the Customer in obtaining knowledge and/or clarity in terms of the applicable Botswana Law.
4. Where any Service is provided to the Customer with a predefined maximum allowable amount of resources, which includes, but is not limited to: mailbox seats, device quotas or data storage ("Resource Allocation") during a predefined period or term as applicable to the particular Service, such Resource Allocation may not be exceeded. In the event of such Data Allocation being exceeded by you, Decisive Technologies shall charge you for such overage as applicable to the particular Service and at the prevailing overage rate for that Service.
5. Alternatively, Decisive Technologies may elect to deduct the amount exceeding the original Resource Allocation from the following Resource Allocation as applicable to the specific Service.
6. In case of any dispute that arises, it remains the customer's duty to reach out to Decisive Technologies by means of the available communication channels albeit phone, online chat or email in order for Decisive Technologies to mitigate and resolve dispute.

7. Payment and Refund Policy

1. Incomplete, incorrect, or questionable sign-up information can result in an account NOT being activated.
2. Decisive Technologies only accepts credit card payments. By purchasing Decisive Technologies services, you are agreeing to allow Decisive Technologies to place your account on a recurring payment plan. The credit card associated with your account will be automatically billed according to the terms of the plan you have selected. If you do not want your card to be on autopay and you would like to log in to make your own payments, you can log in to your account and uncheck the autopay box.
3. If you are a Decisive Technologies Business Customer and you cannot pay by debit or credit card, arrangements for payment by bank must be made by calling +267 71454117 at the time of sign up. If desired, arrangements to make payments by bank are the customer's responsibility. You will receive invoices which will require you to



pay for your current month of usage and prepay for what your projected usage will be for the next month. As an option you may prepay, for your services either quarterly, semi-annually, or yearly.

4. If you are a Decisive Technologies Home or Decisive Technologies Student customer, a credit card is required to be on the account. You are billed monthly and will have the option to prepay for your services either quarterly, semi-annually, or yearly. You will receive notification when your account is up for renewal and when your default payment method expires. Unless we receive notification that you would not like to continue your services, your card will be charged at the time of renewal.
5. If Decisive Technologies is unable to process a payment for your plan by its due date, Decisive Technologies may immediately, and without notice, suspend your account by disabling service features in whole or in part. Any such suspension will continue until payment is successfully processed. Furthermore, in the event your account has been placed in suspended status for non-payment, Decisive Technologies may permanently disable service features and terminate your account after thirty (30) days. Decisive Technologies may issue such notice by sending an email message to the registered email address associated with your account.
6. If your account is past due, regardless if AutoPay is enabled or not, we will attempt to make the payment using any card on file on the last day of the month, for the due balance. This is as a courtesy to avoid your account being deactivated due to lack of payment and will only happen if you ignore payment reminders.
7. If your account has been closed due to lack of payment, your account can not be reactivated until the current balance, which includes any past due balance along with the new charges up to the date in which the account is reactivated, are paid in full.
8. Fees paid for the Decisive Technologies Home and Decisive Technologies Student Customer are non-refundable however if you are not happy you may cancel your account at any time within the first thirty (30) days and receive a full refund. After the first thirty (30) days, there will not be any refunds.
9. If Decisive Technologies determines that you are entitled to a refund for a prepaid Decisive Technologies monthly account, your refund will be calculated on a prorated basis for the unused portion of your remaining month.
10. If you are a Decisive Technologies Home or Decisive Technologies Student Customer and would like to cancel your account, it is your responsibility to do so before your renewal date to avoid further charges.
11. You have ninety (90) days to dispute any charge or payment processed by Decisive Technologies. If you have a question concerning a charge you believe is incorrect, please contact us by calling +267 71454117.

8. Intellectual Property Rights and Infringements

1. All Intellectual Property rights in and to Decisive Technologies Software, Systems, procedures and policies (including, without limitation, copyright, trademarks, designs and patents) relating to or used in connection with the Service(s) provided under this Agreement shall belong to Decisive Technologies. In addition, all intellectual property rights in and to Suppliers' software, systems, procedures and policies (including,



without limitation, copyright, trademarks, designs and patents) relating to or used in connection with the Service(s) provided under this Agreement and licensed to Decisive Technologies shall be made available to Customers in the sole discretion of Decisive Technologies and subject to Decisive Technologies agreement with such Suppliers. The Customer undertakes that it shall at no time, have any right, title or interest in the Intellectual Property of Decisive Technologies or the applicable Suppliers and agrees that it shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with the software systems, procedures and policies owned by Decisive Technologies, or any of its Suppliers.

2. The Customer agrees to only make use of properly licensed third party software in connection with its use of the Services and agrees to indemnify and hold Decisive Technologies and any of its members, representatives, officers or employees harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any third party claims relating to its involvement in any copyright infringement or alleged copyright infringement.
3. The Customer warrants that it shall not use the Service(s) to produce, host or present any content in contravention of any person's Intellectual Property rights, and in particular warrants that it shall recognize, acknowledge and use any content in accordance with any third party's Intellectual Property rights. The Customer furthermore warrants that it has received all necessary permissions to make use of any Intellectual Property relating to third parties.
4. Any specifications, descriptive matter, drawings and other documents which may be furnished by Decisive Technologies to the Customer from time to time:
 1. do not form part of this Agreement and may not be relied upon, unless they are agreed in writing by both parties hereto to form part of this Agreement; and
 2. shall remain the property of Decisive Technologies and shall be deemed to have been imparted by it in trust to the Customer for the sole use of the Customer. All copyright in such documents vests in Decisive Technologies and such documents shall be returned on demand.

9. Protection of Personal Information

1. A Party ("Operator") shall at all times treat and hold all Personal Information it receives and processes from the other Party ("the Responsible Party") as confidential and must not disclose it unless required by law or in the course of the proper performance of their duties and may only process such information with the knowledge or authorization of the Responsible Party.
2. The Operator undertakes that it will endeavor to:
 1. in order to protect the proprietary interests of the Responsible Party in and to its Confidential Information and Personal Information the Operator will not at any time, whether during the currency of this Agreement or at any time thereafter, either use any Confidential Information or Personal Information of the Responsible Party or directly or indirectly divulge or disclose any



- Confidential Information or Personal Information of the Responsible Party to third parties; and
2. upon termination, cancellation or expiry of this Agreement the Operator will deliver to the Responsible Party, or at the Responsible Party's option, destroy all originals and copies of Confidential Information in its possession.
 3. The foregoing obligations will not apply to any information which –
 1. is lawfully in the public domain at the time of disclosure to the Operator;
 2. subsequently becomes lawfully part of the public domain by publication or otherwise;
 3. subsequently becomes available to the Operator from a source other than the Responsible Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information or Personal Information to the Operator; or
 4. is disclosed pursuant to requirement or request by operation of law, regulation of court order;
 5. is required to be processed or retained in terms of any legal obligation or law.
 4. The Customer consents and agrees as part of the conclusion and performance of contract to Decisive Technologies Processing Personal Information transmitted to Decisive Technologies System in a way which is consistent with the Service being provided. Where the Customer's use of the Service(s) leads to the transmission of Processing of Personal Information, which includes personal information to or from the Republic of South Africa, the Customer acknowledges that it has a duty to comply with any relevant statutory provisions dealing with data privacy either in the Republic of South Africa or in any foreign country to which the Personal Information is transmitted. The Customer warrants that it has obtained the consent of any third party for the use and Processing of that party's Personal Information in this way, or otherwise that such Processing is lawful, and indemnifies Decisive Technologies from any claim brought by such third party as a result of its failure to do so.
 5. Decisive Technologies will use reasonable endeavors to ensure the safekeeping of any Personal Information or content which may be uploaded to the Decisive Technologies servers from time to time, such as and without being limited to, photographs, websites, videos and e-mail messages (hereinafter collectively referred to as "your data"). However, Decisive Technologies does not provide any guarantees against data loss, and as such you agree to retain your own backups of your Personal Information and indemnify and hold harmless Decisive Technologies from any claims as a result of your Personal Information being lost for whatsoever reason.
 6. Decisive Technologies shall immediately delete all of your Personal Information from the Decisive Technologies servers upon termination of the Service or termination of this Agreement. It is thus your responsibility to ensure that you have made local copies of all of your Personal Information prior to the termination of the Service. Decisive Technologies shall not retain backups of any kind once the Service is terminated.



10. Representations and Warranties

1. Decisive Technologies warrants and represents that:
 1. it has the capacity and authority to enter into and perform in terms of this Agreement and to provide the Services to the Customer;
 2. it is the owner of or has the right to use any intellectual property employed by it during or as part of the Service(s);
 3. the Services shall be performed in compliance with Botswana Law, including the provisions of Data Protection Act and the conditions for lawful processing of Personal Information;
 4. the Services shall be provided in accordance with the provisions of this Agreement;
 5. the Services will be performed in a professional manner and that it is and/or it shall use personnel that is suitably qualified and has sufficient knowledge, expertise and competence to perform the Service(s), in accordance with the standard of its industry.
 6. Save as expressly set out in clauses 1, Decisive Technologies does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Service(s) and all warranties which are implied or residual at common law are hereby expressly excluded.
 7. Decisive Technologies does not warrant or guarantee that the information transmitted by or available to Customer by way of the Service(s):
 1. will be preserved or sustained in its entirety;
 2. will be delivered to any or all of the intended recipients; or
 3. will be suitable for any purpose;
 4. will be free of inaccuracies or defects or bugs or viruses of any kind; or
 5. will be secured against intrusion by unauthorized third parties; and Decisive Technologies assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause 10.

11. Customer Warranties

1. In addition to and without limiting any Customer warranty under this Agreement, the Customer undertakes and represents that:
 1. it has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
 2. the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in any violation or breach of, any contract to which Customer is a party.



12. Force Majeure

1. Decisive Technologies shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of Decisive Technologies .
2. It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of Decisive Technologies :
 1. a Supplier's fault of interruption that affects the Service(s);
 2. the non-performance, inability to perform or delay in performance by the upstream provider relating to the provisioning of equipment, services and/or facilities to Decisive Technologies that affects the Service(s);
 3. acts or omissions of any government, government agency, provincial or local authority (including disruption or suspension of the provision of municipal services) or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts or war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm, fire or any other event classifiable as an "act of god";
 4. all telecommunications infrastructure and communication line faults;
 5. failure or unreasonable delay by the Customer to report faults/problems to Decisive Technologies ; and/or
 6. the failure of any hardware, software,, applications(s) or any other computer systems (or any component thereof) or product or service of any third party on whom the Customer relies (whether directly or indirectly) to use the Service(s).

13. Limitation of Liability and Indemnity

1. Decisive Technologies shall not be liable for any loss (including but not limited to loss of data, profits and goodwill), liability, damages (whether direct, indirect or consequential) or expense of whatsoever nature and howsoever arising where Decisive Technologies negligence, failure, delay or inability to perform any of the Service(s), any defect or failure in the Equipment, or due to the occurrence of any of the following events:
 - o the Customer's failure to perform, or delay in performing its obligations in terms of this Agreement, including non-payment of fees;
 - o circumstances that constitute an event of force majeure as contemplated in clause 12 hereof;
2. compliance by Decisive Technologies with any applicable national and international legislation and laws;
3. any alteration to the Software and Equipment by the Customer; and/or
4. any defect and/or hazard in any third party equipment required by the Customer to be used in the provision of the Services.
5. The Customer shall indemnify and hold Decisive Technologies and any of its members, representatives, officers or employees as well as any third parties whose



networks are connected to the Decisive Technologies System, harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any claim by any third party, arising out of the provisions of clauses 13

6. In the event that Decisive Technologies is nonetheless held liable, the quantum of Decisive Technologies 's liability will not exceed the monthly or pro-rata fees due for the Service that occasioned the loss, in the preceding three (3) months, regardless of whether the claim arises out of negligence on the part of Decisive Technologies or any other cause.
7. From time to time, Decisive Technologies may deem it necessary to conduct maintenance, repair and/or improvement work on its technical infrastructure by means of which the Services are provided and in order to perform these activities, Decisive Technologies may have to suspend the Services. Decisive Technologies undertakes to provide reasonable notice to the Customer by way of a notice on its website and the Customer agrees that all liability on the part of Decisive Technologies of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising therefrom, is excluded.
8. Use of the Services indicates that the Customer indemnifies and holds harmless Decisive Technologies in respect of any damages, loss or costs or claims instituted against Decisive Technologies arising from any application or subscription to or use of any Service or breach of the Agreement.
9. Nothing contained in this clause 13 will limit the Customer's liability in respect of charges incurred for ongoing Services.
10. If any provision of this clause 13 is found by a court or tribunal with jurisdiction over Decisive Technologies to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause 13 will have full force and effect.
11. In the case of ambiguity, this clause 13 will take precedence over any expression of the Parties' intention, whether express or implied, that may be contained elsewhere in this Agreement.

14. Breach

1. In the event of any breach by the Customer of the terms and conditions outlined in this Agreement, excluding cases of non-payment of due and payable amounts, Decisive Technologies reserves the right to enforce the following actions without prejudice to any other rights or claims Decisive Technologies may have:
 - If the Customer breaches any terms or conditions of this Agreement and fails to rectify the breach within 14 (fourteen) days of receiving notice from Decisive Technologies;
 - If the Customer seeks to enter into a compromise, scheme of arrangement, or composition with its creditors;



- If any judgment against the Customer remains unsettled for more than 10 (ten) days without immediate steps being taken to have it rescinded and the application for rescission successfully prosecuted to its final conclusion;
 - If the Customer commits any act of insolvency, is placed in liquidation or judicial management (whether provisionally or finally), or if the Customer is an individual and their estate is sequestrated or voluntarily surrendered;
 - If the Customer disposes of a significant portion of its undertaking or assets; or
 - If the Customer fails to make a payment on the due date for such payment;
 - In any of the above scenarios, Decisive Technologies is entitled to, upon providing written notice to the Customer, take the following actions without incurring any liability or obligation:
 - Suspend, discontinue, or terminate all Services until the non-payment or breach is remedied to Decisive Technologies satisfaction;
 - Consider all outstanding amounts, which would otherwise become due and payable over the unexpired period of the Agreement, as immediately due and payable. Decisive Technologies may also claim such amounts, as well as any other amounts in arrears, including interest. Decisive Technologies reserves the right to cease the performance of its obligations under this Agreement and any other contract with the Customer until the breach is remedied;
 - Collect and retrieve all Equipment. The Customer is required to inform Decisive Technologies of the location of such equipment and allow unfettered access for its collection;
 - Cancel or terminate this Agreement.
2. The Customer shall be liable for all costs incurred by Decisive Technologies in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own customer scale whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.

15. Dispute Resolution

1. Any dispute which arises relating to or arising out of this Agreement, including the validity, implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, shall be referred to the chief operating officers of Decisive Technologies and the Customer or alternates appointed by them, who will use their best efforts to resolve the dispute within five (5) business days of the dispute having been referred to them.



16. Notices

1. All request by the Customer for amendment or termination of the Services or change of any of the business or personal information of the Customer must be made in writing in accordance with this clause 16. Any notice required to be given in terms of this Agreement shall be valid and effective only if in writing, which shall include electronic communications.
2. The Parties select their addresses, where they will accept service of any notice or documents for all purposes as their respective domicilia citandi et executandi the physical addresses appearing therein, as follows:
 - o Decisive Technologies: as disclosed on its website; and
 - o Customer: the latest contact details disclosed and recorded by Decisive Technologies, provided that it is the responsibility of the Customer to inform Decisive Technologies of any changes to such contact details.
3. The Parties shall be entitled from time to time by written notice to the other, to vary its contact details, which change will take effect on the date on which the notice is deemed to be received by the other party in terms of clause 4 below.
4. Any notice given by one party to another party (the "addressee") which:
 - o is delivered by hand during normal business hours at the addressee's physical address shall be deemed to have been received by the addressee at the time of delivery;
 - o is given by fax shall be deemed to have been received by the addressee on the first business day following the day of successful transmission of the fax;
 - o is given by pre-paid registered post shall be deemed to have been received by the addressee on the tenth business day following the day of posting; or
 - o is given by electronic mail shall be deemed to have been received by the addressee on the second business day following the day of successful transmission of the electronic mail.
5. Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 4.

18. General

1. This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
2. Decisive Technologies may amend the provisions of this Agreement at any time. The amended Agreement will be posted on Decisive Technologies 's website ([https://Decisive Technologies.co.bw](https://DecisiveTechnologies.co.bw), [https://www.Decisive Technologies.com](https://www.DecisiveTechnologies.com)) and Decisive Technologies will make all reasonable efforts to advice the Customer of the



changes. The Customer also had a duty to keep itself informed of the latest version of the Agreement by accessing Decisive Technologies 's website on a regular basis. Amendments will become effective 30 (thirty) days after the new version has been published on Decisive Technologies 's website. If a Customer wish to object to any of the amendments, it may terminate the Agreement and the termination will be effective one month after receipt by Decisive Technologies of the written notice of termination, where after all Service(s) will be discontinued by Decisive Technologies . The Customer may not make any amendments to the Agreement.

3. No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
4. No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.
5. All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect.
6. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
7. Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Customer (including, but not limited to sub-letting or re-selling of any disk space, server capacity or web hosting) without the prior signed written consent of Decisive Technologies . In the event of any change in the controlling interest of the Customer, the Customer shall give written notice of such event and Decisive Technologies reserves the right to terminate the Agreement on written notice to the Customer.



Decisive Technologies shall be entitled to cede, delegate, assign or otherwise transfer any of its right and obligations hereunder to a third party.

8. This Agreement will be governed by and construed in accordance with the laws of the Republic of Botswana and all disputes, actions and other matters relating thereto will be determined in accordance with Botswana law.
9. The signatories hereto acting in representative capacities warrant that they are authorized to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorized.

Specific terms and conditions

1. Definitions and Interpretation

These specific terms and conditions are read in conjunction with Decisive Technologies general terms and conditions. Unless otherwise indicated, all the definitions contained have the same meaning as those set out in the general terms and conditions.

1. Cloud Storage

1. Description: Cloud Storage services provided by Decisive Technologies entail assisting customers in managing their ordered Storage service. These services are offered in accordance with the descriptions provided on Decisive Technologies website(s).
2. Custom Encryption: Customers have the option to utilize custom encryption and may choose to withhold the encryption key. Decisive Technologies shall not be held responsible for any loss of customer encryption keys.
3. Storage Locations: Customers shall indicate their preferred storage location from the available options. Storage locations are highly resilient and perform replication of backups across multiple nodes to ensure data resilience.
4. Retention Periods: The retention periods are customizable by the client; however, in the absence of defined retention policies, Decisive Technologies will apply a default retention policy of one month.
5. Monitoring and Access: Cloud Storage services are monitored 24/7, and management and access are strictly limited to Decisive Technologies personnel.
6. Planned Maintenance: Decisive Technologies will define schedules for planned maintenance windows.

2. Microsoft, Acronis and other third party application software

1. Decisive Technologies has the authority to resell third party products and services as per the price, terms and conditions on its websites which is subject to variation and/or change from time to time. The terms and conditions of the third party software providers will be applicable to the Customer.
2. Decisive Technologies will endeavor to ensure the continuance of all software provider applications. If we are unable to ensure the continuance under any



circumstances whatsoever, we will not be liable to you or any other third party for any loss or damages to you or any third party may suffer arising from, or in any way relating to, the suspension, termination and/or interruption thereof.

3. Fair Use Policy

1. In order to provide all Customers with proportionate and fair access to the network resources, Decisive Technologies operates a fair use policy.
2. During high levels of usage, Decisive Technologies 's fair use policy will restrict the available connection speed of Customers identified as having made a disproportionate use of network resources.
3. Decisive Technologies will monitor each Customer's total download and upload volume throughout each month to identify those Customers with a disproportionate usage profile. Customer usage will be calculated on a monthly basis, as a result, Decisive Technologies will reset the monitored volume to zero at the commencement of each month.
4. Decisive Technologies fair use policy restricts only the speed of access, it does not limit the time connected to the internet through broadband or reduce the overall download and/or upload volume of any Customer or user.
5. Decisive Technologies will not be liable to you or any other third party for any loss or damages to you or any third party may suffer arising from, or in any way relating to, the restriction of access of speed as a consequence of operating its fair use policy.

4. Ad-hoc System Admin

1. Decisive Technologies will provide server administration and support in line with the terms and conditions in this agreement.
 2. The service provided does not constitute a work-for-hire contract, all services provided will be seen as being provided as an independent contractor. Decisive Technologies, it's staff and contractors will not be considered employees of the client.
3. Terms applied to the technical support and sysadmin service.
- Decisive Technologies and its sysadmins are highly experienced when it comes to system administration and troubleshooting. Though there are often times where it is not possible to resolve an issue, and it needs to be referred back to the software provider. If this is the case or the service does not behave in the expected manner, the technical support issue must be handed over to the 3rd party by the client. Any



liability or service delivery expectation from Decisive Technologies will be nullified by the client.

- By making use of our services or initiating the sysadmin support service; the client agrees to all charges associated with the service as per pricing page for the cost quoted per unit of time. The client will be billed for the hours spent on the issue and any subsequent issues that may arise.
- Decisive Technologies will aim to communicate any additional fees should the initial estimate be inadequate. This will be done before any additional work is carried out.
- The client agrees to pay Decisive Technologies for the Admin time invested in the clients reported issue, irrespective of the outcome.
- Payment may be required upfront, post task completion or based on milestones within the task. This is decided on a per task basis.
- All tasks during the troubleshooting process are billable. This includes sub-tasks, troubleshooting, information gathering, client contact, updates and all steps involved in resolving the reported issue.
- There is no guarantee on the outcome of the task or the amount of time it will take to resolve a reported issue.
- Decisive Technologies will take advantage of all available resources when undertaking a task. However, there is no guarantee of the outcome or the data that is recovered.
- Though we will aim to provide a solid resolution to a reported issue, Decisive Technologies cannot warrant against the issue reappearing. Any additional admin time spent on a task whether reoccurring or not, will be billable.
- If it is found the service is being used for an activity that goes against Decisive Technologies FUP or AUP we will discontinue the admin task promptly.
- Liability of Decisive Technologies is limited to the cost of the sysadmin time spent on the task.
- Techniques or documented steps to fix the issue will be for the Decisive Technologies consumption and use only. There will be no obligation to provide a detailed walk through or documentation to the client.

Operations overview

1. Technical Support and Sysadmin Service: Decisive Technologies offers server administration and support in accordance with the terms and conditions outlined in this agreement.
2. Contractual Relationship: The service provided does not constitute a work-for-hire contract; all services provided are considered to be offered as an independent contractor. Decisive Technologies, its staff, and contractors shall not be considered employees of the client.
3. Billing and Payment:



- The client agrees to all charges associated with the service as per the pricing page for the quoted cost per unit of time.
 - Payment may be required upfront, upon task completion, or based on milestones within the task, determined on a per-task basis.
4. Liability and Outcome:
 - Decisive Technologies and its sysadmins will make every effort to resolve reported issues; however, there is no guarantee of the outcome or resolution time.
 - Liability of Decisive Technologies is limited to the cost of the sysadmin time spent on the task.
 5. Fair Usage Policy: Decisive Technologies operates a Fair Use Policy to ensure equitable access to network resources for all customers. The policy restricts the speed of access for customers identified as having made disproportionate use of network resources.
 6. Data Security and Protection: Decisive Technologies adheres to best practices for data security and follows international guidelines, including those related to ISO standards, though formal accreditation may not be obtained. The protection of personal data is in compliance with the Data Protection Act of 2018 in Botswana.
 7. Support Channels: For all support queries, customers can contact our 24/7 Helpdesk service via <https://support.decisive-tech.co.bw>, email at support@decisive-tech.co.bw, or mobile phone. Service level agreements are provided for each service.

Last updated: 01 January 2024