

M4JAM PROPRIETARY LIMITED
PLATFORM USER TERMS AND CONDITIONS

1. Introduction

- 1.1 Welcome to the M4JAM software platform that enables the creation and management of mobile networks for micro-jobbers and other users (referred to as “the Digital Platform”). There are separate terms that regulate the use of the Digital Platform for micro jobbers (see www.m4jam.com/jobberTCs). These user terms and conditions are relevant for persons who use the Digital Platform for mobile e-learning and community engagements.
- 1.2 The Digital Platform is owned and managed by M4JAM PROPRIETARY LIMITED, a South African registered company with registration number 2003/011766/07 with its registered address at 25 Commerce Crescent, Kramerville, Sandton Johannesburg South Africa (“M4JAM”).
- 1.3 M4JAM enables third parties (“Clients”) to make use of the Digital Platform to create and manage e-learning tasks and community engagements (“Assignments”) that are then made available to you as the User registered by the Client. The details of the Assignments are determined by the Clients and a specific to your engagement with the Client through the Digital Platform. M4JAM is not liable for the content of Assignments and the terms and conditions related thereto.
- 1.4 The Digital Platform operates as a hosting environment where the Client and the Users interact at their own risk and neither shall have any claims against M4JAM for the use of the Digital Platform unless otherwise agreed herein or in writing in any additional agreement.
- 1.5 Accordingly, for your legal protection and M4JAM’s, we require that you agree to these terms and conditions in order to access the Digital Platform. The terms and conditions may change overtime as the legal and commercial environment develops. Whenever you access the Digital Platform you will be deemed to have consented to the then current terms and conditions of use and you will be bound by the terms and conditions in force as at the time of access. Please make sure that you remain up to date on the terms and conditions as available <https://www.m4jam.com/userTCs>
- 1.6 By accessing the Digital Platform, you agree to the terms and conditions set out herein, from time to time. These terms and conditions regulate your relationship with M4JAM and the Client/s, as the case may be.
- 1.7 You can find the glossary of terms and definitions in the table at the end of this document.

2 Nature of the Relationship

- 2.1 Nothing in these terms and conditions and/or any Assignment or other agreement concluded on the Digital Platform, is intended or should be construed as creating a contract of employment, a partnership, or a joint venture, between you and M4JAM.

- 2.2 Under no circumstances is M4JAM liable for any harm arising out of your use of the Digital Platform, unless M4JAM has acted in breach of applicable laws or these User Terms.
- 2.3 This agreement, and the use of the Digital Platform, does not alter in any way the relationship that you the User has with the Client, whether this be as employee, contractor, member of a group, community to the general public. The Client is liable for claims and not M4JAM.

3 General terms of Access and Use of the Platform as a User

- 3.1 In using the Digital Platform, you warrant and represent in favour of M4JAM and the Client that you are 18 years old or older, or are duly assisted by your legal guardian who consents thereto. You will be required to declare your age in your application for registration.
- 3.2 You may only have one User account, irrespective of the number of devices you are using.
- 3.3 You are responsible for any activity that occurs through your account and you warrant that all information that you enter onto the Digital Platform, including upon registration or activation, and at all other times, will be true, accurate, current and complete and done so in good faith. You further agree to update your information as necessary to maintain its truth and accuracy.
- 3.4 You may not allow any other person to access your User account and you will not solicit or use the login credentials of another User at any time.
- 3.5 You may not use the Digital Platform for any illegal or unauthorized purpose. You agree to comply with all legislation, rules, notices, policies, directives, industry codes, and regulations applicable to your access and use of the Digital Platform and your execution of the Assignment.
- 3.6 You may not post violent, nude, racial, discriminatory, unlawful, infringing, hateful, pornographic, sexually offensive or suggestive material, or any other offending information or content on the Digital Platform, or create or direct any unwanted messages, comments, or other commercial or harassing communications to third parties, including Clients and other Users.
- 3.7 You are responsible for protecting your login and account details, including your password, bank account details, and any other Personal Information.
- 3.8 You may not access the Digital Platform by any other means than those officially permitted by M4JAM. You shall not hack or attempt to hack or assist any other person to hack into the Digital Platform, or otherwise gain unlawful access to the Digital Platform and its Data.
- 3.9 You may not interfere or disrupt the Digital Platform, or any third party services or networks linked thereto, including by transmitting any malware, spyware, viruses, worms or introducing destructive or malicious code or by creating accounts on the Digital Platform

through unauthorized means, including, but not limited to, by automated device, script, bot, spider, crawler or scraper.

- 3.10 Any breach of the aforementioned may result in M4JAM in its sole discretion, terminating your access to the Digital Platform with immediate effect. Furthermore, M4JAM shall be entitled to recover from you any damages that it may be entitled to in law.

4 General Terms and Conditions of Use of the Digital Platform

- 4.1 M4JAM hereby reserves the right to refuse your access or use of the Digital Platform at any time and for any reason in its sole discretion.
- 4.2 You agree that you are responsible for all charges and costs that you incur in accessing the Digital Platform and or performing an Assignment accepted on the Digital Platform, including but not limited to, data charges, the costs incurred by you in executing a Assignment and the transaction fees charged by your bank in respect of any cash withdrawal by you.
- 4.3 You acknowledge that the Digital Platform, is provided on an “as is”, “as available” and “with all faults” basis and is made available on a good faith basis. Accordingly, to the fullest extent permitted by law, M4JAM, nor its shareholders or affiliates, nor any of its employees, managers, officers or agents (collectively the “M4JAM Parties”) make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to:
- 4.3.1 the availability or reliability of the Digital Platform;
 - 4.3.2 the accuracy of any content on the Digital Platform;
 - 4.3.3 the security associated with the transmission of information and Assignment Data by you or to you on the Digital Platform, or
 - 4.3.4 that the Platform is free from any harmful components, including (without limitation) viruses.
- 4.4 You hereby acknowledge and agree that your use of the Digital Platform is at your own risk. You also acknowledge and agreed that M4JAM is not responsible for any Assignment posted by a Client on the Digital Platform and that M4JAM does not vet, pre-qualify nor endorse any Assignments so posted. You hereby indemnify and hold M4JAM harmless in respect of any claim arising whatsoever from an Assignment. Any rewards and or benefits offered as a part of an Assignment are done so by the Client and you shall have no claim against M4JAM in respect thereof.

5 Terms and conditions relating to the offer and acceptance of an Assignment

- 5.1 By registering to become a User and accepting an Assignment, you agree to use your best efforts to perform the Assignment in accordance with the terms and conditions thereof.
- 5.2 By accepting an Assignment, you agree to provide the Assignment Data freely and on terms specified in the Assignment.

- 5.3 You are solely responsible for your conduct under this Agreement and in respect of each Assignment and the quality, accuracy and truthfulness of all Assignment Data and any other material that you submit on the Platform or otherwise under this Agreement.
- 5.4 As a User, you will conduct yourself in a diligent, respectful and professional manner at all times and shall not act in a manner which can be ascribed to and jeopardises the reputation of M4JAM, the Client or the Digital Platform.

6 Assignment Data

- 6.1 Most often one of the primary results of an Assignment is the generation of Assignment Data. Accordingly, the terms and conditions related to Assignment Data are very important. You hereby warrant that all Personal Information and Assignment Data entered by you onto the Digital Platform, from time to time, is both true, accurate and complete.
- 6.2 You hereby irrevocably agree that Assignment Data submitted on the Digital Platform in response to an Assignment, belongs to the Client (unless otherwise agreed in writing between you and the Client) and that you hereby ceded and assign (to the extent necessary in law) all rights in and to the Assignment Data to the Client and hereby waive any right in and to the Assignment Data, including all intellectual property rights, title and interest subsisting in or arising in connection with that Assignment Data.
- 6.3 You irrevocably and unconditionally waive any and all moral rights relating to the Intellectual Property Rights in and to any Assignment Data, together with any other rights which you may enjoy under any legislation existing in the future, in any part of the world to the extent permitted by any such legislation.
- 6.4 Furthermore, you agree that if any Intellectual Property Rights, including moral rights, cannot (as a matter of law) be assigned by you to the Client, as contemplated above, then you grant the Client an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sub-licensees, under any and all such rights to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit and otherwise use each set of Assignment Data in any medium or format, whether now known or hereafter discovered.
- 6.5 You hereby irrevocably designate and appoint M4JAM and its duly authorized officers and/ or any of its employees and agents as your agent. By doing so you hereby authorise them to act for and on your behalf and to execute, deliver and file any and all documents with the same legal force and effect as if executed by you, if M4JAM and/ or a Customer is unable for any reason to secure your signature on any document needed in connection with the actions described in this clause 6.

7 Application of Protection of Personal Information Act (4 of 2013) (“POPIA”)

- 7.1 POPIA applies to you and the Digital Platform. It is legislation that protects individual’s personal information from abuse and prescribes the manner in which personal information may be collected, managed, processed, stored and used.
- 7.2 Your privacy is very important to M4JAM and M4JAM will ensure that any information, including Personal Information, provided by, or collected from you, is stored in a secure manner.
- 7.3 You hereby consent that M4JAM is entitled to make your Personal Information available to the Client for whom you undertake Assignments from time to time, and that M4JAM and/or such Client may also use your Personal Information for so long as you are registered as a User on the Digital Platform to:
 - 7.3.1 contact you directly (including in relation to the Assignment and any Assignment Data);
 - 7.3.2 send Direct Marketing to you (as defined in section 1(a) of POPIA); and/or
 - 7.3.3 send Rewards to you.
- 7.4 You agree that M4JAM and/or a Client will be entitled to approach you on at least one occasion for the purposes set out in the clause above (the “First Contact”). However, you may unsubscribe from receiving such communications, Direct Marketing and/or Rewards from M4JAM and/or the Clients after the First Contact, by either:
 - 7.4.1 unsubscribing on the facilities provided by the Client, and/or
 - 7.4.2 texting “unsubscribe” from your mobile device which is registered with us, to such number as M4JAM may notify you of from time to time.
- 7.5 You hereby acknowledge that any Personal Information supplied to us by you under the Agreement is provided voluntarily.
- 7.6 By submitting any information to the Digital Platform in any form you further acknowledge that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by us or our processors under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from you, be indefinite and/or for the period otherwise required in terms of any applicable law. Such Personal Information may form a permanent part of a completed Assignment and/or a product belonging either to M4JAM or the relevant Client/s.
- 7.7 You hereby acknowledge that M4JAM may from time to time transfer and store information, including your personal information, on servers and platforms outside of South Africa and you hereby consent thereto.
- 7.8 In addition, and in relation to third parties, some Assignments that you may undertake may require that you gather the personal information of members of the public, which Personal

Information shall then be used for the purposes for which their consent is given. A User must respect the rights of members of the public under POPIA and follow the Job Specification to the letter especially as they relate to obtaining the informed consent of the member of the public. Any failure to comply with the requirement of the POPIA may result in your forfeiting the Job Fee. Furthermore, you hereby indemnify and hold M4JAM and any affected Client harmless against any claims by members of the public arising from your breach of the provision of POPIA and/or any Assignment.

- 7.9 Should you believe that M4JAM has utilised your Personal Information contrary to applicable law, you shall first resolve any concerns with M4JAM in accordance with the dispute procedure below. If you are not satisfied with such process, you have the right to lodge a complaint with the relevant regulator or ombudsman.

8 Rewards

- 8.1 From time to time, the Client may attach a reward, benefit or incentive to the completion of an Assignment. Furthermore, the Client may elect to deliver these rewards to you, the User, by mean of the User’s M4JAM wallet on the Digital Platform.
- 8.2 The User hereby acknowledges and agrees that the positive balance in the User’s M4JAM wallet does not accrue interest, as M4JAM is not a bank. Furthermore, M4JAM does not provide credit and so all transactions require an adequate positive balance to be successful.
- 8.3 You are entitled to accumulate value and to withdraw money from your M4JAM wallet from time to time, provided that the following fees and limits shall apply:

Transaction Type	Fee	Max. Withdrawal	Min. Withdrawal
Cash out using EFT	R5.00	R1,005.00	R25.00
Cash out at select retail outlets	R7.50	R1,007.50	R25.00
Purchases at selected outlets	R0.00 (Nil)	R5,000.00	R25.00
Cash out by purchasing airtime or data	R0.00 (Nil)	As dictated by the relevant Network Operator from time to time	As dictated by the relevant Network Operator from time to time

- 8.3.1 A User may undertake an unlimited number of transactions in any day, provided each falls within the prescribed maximum and minimum per transaction; and provided that
- 8.3.2 The maximum aggregate amount of cash that may be withdrawn by electronic funds transfer (EFT) from the M4JAM wallet, in any calendar month may not exceed R24,999.00 (twenty four thousand nine hundred and ninety nine rand), which cap M4JAM may enforce through the operation of the wallet.

- 8.4 M4JAM shall not be liable for any transaction on the User's M4JAM wallet where the User enters incorrect information, including (as an example only) an incorrect cell phone number. In addition, M4JAM is not liable to you for any errors made by third parties, including but not limited to the selected retailers and the financial intermediaries in the payment system. You hereby indemnify M4JAM in respect of any transaction errors on your account which are not directly caused by M4JAM. Where reasonably possible, M4JAM will provide information in its possession which may aid you in resolving a dispute with a third party regarding erroneous payments or cash outs.
- 8.5 Any rewards, benefits and incentives do not constitute remuneration, but should any taxes be payable on these you, the User, shall be liable therefore and you hereby indemnify and hold M4JAM harmless in respect of any claim relating thereto. Should M4JAM be required by law to withhold amounts to pay taxes on your behalf, you hereby consent thereto.
- 8.6 M4JAM may be obligated by law to obtain tax information from you. If we request tax information from you and you do not provide it, we may (in addition to any other rights or remedies available to us) withhold withdrawal of amounts in your M4JAM Wallet, until you provide such information as per this clause and/ or otherwise satisfy M4JAM that you are not a person from whom we are required to obtain tax information (including but not limited to you providing M4JAM with a Tax Directive from the tax authority).

9 Complaints and dispute resolution

- 9.1 If any dispute, controversy or claim arises between yourself and M4JAM or a Client, out of, or in relation to this Agreement or any Assignment, including any dispute concerning the formation, construction, interpretation, or breach of this Agreement or any Assignment or a party's performance of its obligations thereunder ("Dispute"), the parties shall attempt in the first instance to resolve the Dispute through mutual good faith consultation.
- 9.2 To give effect to the clause above, the User must first lodge a complaint or query through the Digital Platform at M4Jam's support desk support@m4jam.com or via live chat within the app. M4JAM shall have thirty (30) days within which to resolve the Dispute with the User and/or the Client.
- 9.3 If the Dispute is not resolved in this manner within thirty (30) days of a party's notice of a Dispute, then either party may serve a notice on the other party requiring the Dispute to be submitted to mediation and arbitration as provided for in this clause.
- 9.4 The Dispute resolution process shall be a mediation and arbitration process and shall take place in accordance with the AFSA Arbitration Rules in force at the time of the Dispute. The appointing authority in terms of the AFSA Arbitration Rules shall be the Association of Arbitrators (South Africa). Unless agreed otherwise the mediation and the arbitration shall be administered by M4JAM. The number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one). The place of the mediation and the arbitration shall be in Sandton- Johannesburg, South Africa.
- 9.5 The Parties shall undertake mediation for a period of a maximum of 10 days and failing resolution shall immediately commence with final arbitration proceedings. The mediator

and arbitrator shall be separate persons (unless otherwise agreed by the parties). M4JAM shall pay for the Dispute resolution procedure up until the end of the mediation process, thereafter the cost of the Arbitration may be included in the award of the Arbitrator and shall form a part of the Arbitration Award.

- 9.6 The arbitrator shall conduct the arbitration expeditiously. The arbitration award shall be final and binding on the parties and may be made an order of a court by either party.
- 9.7 This dispute and arbitration agreement will survive the termination of any or all of your transactions and relationship with M4JAM and/or a Client.

10 Termination of use

- 10.1 M4JAM may terminate the operation of the Digital Platform at any time in its sole discretion, with or without cause and with or without notice. In such circumstances, M4JAM's sole liability to you will be to make payment of the balance owing to you in the M4JAM Wallet.
- 10.2 In addition, M4JAM may terminate your access to the Digital Platform at any time in its sole discretion, with or without cause and with or without notice. In such circumstances M4JAM's sole liability to you will be to make payment of the balance owing to you in the M4JAM Wallet.
- 10.3 You may terminate your registration as a User at any time without cause or notice, by merely deregistering. Upon deregistration you will no longer be able to access the Digital Platform. All information supplied by you onto the Digital Platform before the date of deregistration shall continue to be used by M4JAM and the relevant Client/s for the purposes for which you granted the original consent.
- 10.4 Should the Digital Platform be withdrawn and/or you cease accessing the Digital Platform, this will not affect either party's rights and obligations under this agreement which existed prior to the expiration or termination.

11 Value-added services

- 11.1 From time to time you may be offered value-added services on the Digital Platform or in your capacity as a registered User. The terms and conditions regulating the supply and delivery of such value-added services shall be prescribed as at the date of the offer, which terms shall be binding on you if you should accept the offer.
- 11.2 Such value-added services may include services or products (such as financial products, electronic devices, vouchers and payment services and the like). Given the varied nature of such value-added services, the offer and acceptance of any value-added services shall not be construed as changing the nature of the relationship between yourself and M4JAM and/or a Client. All offers are made on an arms-length basis and notwithstanding the nature of the value-added service or product, shall not be construed as creating a contract of employment, partnership or joint venture relationship.

12 Compliance with Law

- 12.1 You hereby agree to comply with all applicable laws governing your conduct under this Agreement and any Assignment, including but not limited to:
 - 12.1.1 Laws related to data privacy, including the Protection of Personal information Act (4 of 2013); and
 - 12.1.2 Laws related to health and safety.

13 Confidentiality

- 13.1 During the term of the Agreement and at all times thereafter, you will:
 - 13.1.1 hold all Confidential Information in strict confidence; and
 - 13.1.2 refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted or required by the Agreement, and
 - 13.1.3 refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining M4JAM's express prior written consent and then only on a case-by-case and need-to-know basis.
- 13.2 You will protect the Confidential Information from unauthorised use, access, and/ or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature, and with no less than reasonable care
- 13.3 You will not attempt to reverse engineer, and/ or change, modify, adapt or alter the Digital Platform, any software, or any applications or items provided by M4JAM, including (without limitation) those that use, embody, or contain Confidential Information.
- 13.4 Upon M4JAM's request and upon any termination or expiration of this Agreement or any Assignment, you will promptly:
 - 13.4.1 return to M4JAM or, if so directed by M4JAM destroy, all tangible embodiments of the Confidential Information (in every form and medium);
 - 13.4.2 permanently erase all electronic files containing or summarizing any Confidential Information; and
 - 13.4.3 certify to M4JAM in writing that you have fully complied with the aforementioned obligations.

14 Representations and warranties

In addition to other warranties provided in this Agreement, you further represent and warrant in favour of M4JAM and/or the relevant Client, that:

- 14.1 You are not subject to any contractual or other duty or restriction that would be breached by you entering into or performing your obligations under the Agreement, and/ or that is otherwise inconsistent with this Agreement (including but not limited to a contract of employment with a third party);
- 14.2 You have full right, power, and authority to enter into and perform in terms of this Agreement, and each Assignment undertaken from time to time, without the consent of any third party (including any of your current or former employers);
- 14.3 You will not, in the course of performing any Assignment, infringe or misappropriate, the Assignment Data nor any element thereof and will not infringe or misappropriate, any Intellectual Property Right of any third party;
- 14.4 All Assignment Data and all elements thereof submitted by you under any Assignment are your original works and you have all rights necessary to grant the rights set forth in this Agreement or relevant Assignment;
- 14.5 Neither the Assignment Data nor any element thereof will be subject to any restriction, lien, claim, pledge, security interest, or encumbrance when delivered by you to M4JAM and/or the Client;
- 14.6 You will not grant, directly or indirectly, any right or interest in the Assignment Data or any part thereof to any other person;
- 14.7 You will at all times comply with the provisions of POPIA and the Job Specifications when performing any Assignment; and
- 14.8 The Assignment Data and any other performance required will fully conform to the Job Specification, is true, accurate and complete and meets any other requirements and terms contained required therein, and will be of a professional and workmanlike quality.
- 14.9 You hereby indemnify and hold harmless M4JAM and the Clients, their affiliates, employees, and agents from and against any and all liabilities, losses, damages, costs, claims and other expenses (including attorneys' costs and fees) arising from or in connection with any breach by you of any provision, representation, warranty or obligation in this Agreement, or in respect of any Assignment, including (without limitation) your infringement of any right of any third party (including (without limitation) infringement of Intellectual Property Rights, confidentiality, privacy, or damage to property). M4JAM reserves the right to assume the exclusive defence and control of any matter under this clause 14, and you will not settle any claim without the prior written consent of M4JAM.

15 Limitation of Liability

- 15.1 M4JAM shall have not liability to the User unless in breach of statutory laws.
- 15.2 In no event will M4JAM be liable to you in contract and/ or delict (including negligence), or breach of statutory duty, or otherwise, for any indirect, exemplary, special, punitive, incidental or consequential losses or damages of any kind whatsoever and howsoever caused, even if foreseeable or if M4JAM has been advised of the possibility of such damages (including loss of profits, loss of goodwill, loss of data, loss of business, loss of revenue), arising under or in connection with the Agreement and (without limitation);
- 15.3 M4JAM does not provide any representations or warranties, nor accept any liability whatsoever, in respect of the following:
- 15.3.1 Any damage that you should suffer to your person (including, but not limited to, injury or death) or property (including, but not limited to, damage to your vehicle, computer, mobile device, or other equipment that may be used by you), whilst performing a service under this Agreement or any Assignment;
 - 15.3.2 The operation of the Digital Platform and its fitness for use;
 - 15.3.3 The content on the Digital Platform;
 - 15.3.4 The number of available Assignments at any one time or the quality thereof;
 - 15.3.5 any errors or omissions in the Platform's operation; and
 - 15.3.6 The availability of the Digital Platform, your use of, inability to use, or the performance of the Digital Platform.
- 15.4 M4JAM is not liable to you in respect of any claim or alleged claim by a third party that you have infringed the third party's Intellectual Property Rights, privacy or personal information rights, in the performance of your obligations under the Agreement, or where M4JAM has reason to believe that you have infringed M4JAM's or a third party's Intellectual Property Rights, or privacy or personal information rights.

16 Breach

- 16.1 Save as otherwise provided in the Agreement, should any Party ("the defaulting Party") commit a breach of any of the provisions of the Agreement, then the other Party ("the aggrieved Party") shall be obliged to give the defaulting party 7 (seven) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to cancel the Agreement.
- 16.2 The provisions of this clause are without prejudice to such other rights as the aggrieved Party may have at law, subject always to any contrary provisions of the Agreement.
- 16.3 You acknowledge that any breach of the Agreement by you would cause irreparable injury to M4JAM for which monetary damages would not be an adequate remedy and, therefore, M4JAM will be entitled to interim relief (including specific performance). The rights and remedies provided to each party in the Agreement are cumulative and in addition to any other rights and remedies available to such party at law.

17 Governing Law

The Agreement shall be governed in all respects by the laws of the Republic of South Africa.

18 Domicilium and Notices

- 18.1 M4JAM may give any notice required by the Agreement by means of a general notice on the Platform, electronic mail to your email address on record with M4JAM, or electronically via your cell phone number on record with M4JAM. Such notice shall be deemed to have been given once the notice was posted, or the email or text message sent.
- 18.2 You may give written notice to M4JAM, addressed to the attention of M4JAM. Such notice shall be deemed given when received by M4JAM by email at the following address: legal@m4jam.com

19 General provisions

- 19.1 This Agreement and your rights and obligations under the Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part by you without M4JAM's express prior written consent, which may be withheld at M4JAM's sole discretion. Any attempted assignment, delegation, or transfer in breach of the foregoing will be null and void.
- 19.2 M4JAM may assign, delegate, or transfer this Agreement, in whole or in part, or any of its rights under the Agreement to any third party without your prior written consent.
- 19.3 M4JAM's failure to insist upon or enforce strict performance of any provision of the terms and conditions agreed upon will not be construed as a waiver of any provision or right. No waiver of any of these terms and conditions will be deemed a further or continuing waiver of such term or condition or any other term or condition. In any event, any waiver has to be reduced to writing and signed by both parties.
- 19.4 The Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and substitutes all prior or contemporaneous communications and understandings between the parties.
- 19.5 In the event that you provide M4JAM with any feedback regarding the Platform, including without limitation, any flaws, errors, bugs, anomalies, problems with and/or suggestions, you hereby agree that M4JAM may use such feedback for its own internal purposes in any way it may deem fit.
- 19.6 M4JAM reserves the right at any time to modify or discontinue, temporarily or permanently, the Digital Platform (or any part thereof) with or without notice. You agree that M4JAM shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Digital Platform.

GLOSSARY OF TERMS

Unless otherwise defined, each of the following terms and phrases shall bear the meaning ascribed thereto in the remainder of the Agreement:

“Agreement”	means this Agreement including this glossary of terms;
“Assignment”	means either a e-learning assignment or community engagement initiated by a Client on the Digital Platform and accessed by a User registered on the Digital Platform by the Client (where the details of the Assignment are the sole responsibility of the Client);
“Assignment Data”	means the information and data entered by the User as a part of the Assignment or generated in the completion of an Assignment;
“Client”	means a company and/ or person that has engaged with M4JAM and has licensed the use of the Digital Platform for the purposes of e-learning or community engagements with the Users;
“Confidential Information”	means any and all information or data of any nature and in any format or medium, which by its nature or content is or reasonably ought to be identifiable as confidential and/or proprietary to the disclosing party, or which is provided or disclosed in confidence, or which may come to your knowledge by whatever means, related to (without limitation) M4JAM’s or any Client’s business (including trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, financial data, and proprietary information of third parties);
“Digital Platform”	means the digital platform that enables registered Users to access Assignments uploaded and managed by the Client, which platform is owned and controlled by M4JAM, and the software which forms part thereof, and any other component thereof;
“Personal Information”	means personal information as defined in the Protection of Personal Information Act (4 of 2013) and relates to the User or any third party;
“User”	means a person registered as a User on the Digital Platform by or on behalf of the Client and whose is thereby enabled to access Assignments;