



SIMPLY CONTENT TERMS AND CONDITIONS OF USE

Simply Content Technologies (Pty) Ltd

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT MAY LIMIT THE RIGHTS OF USERS AND CUSTOMER ORGANISATIONS, INCLUDING LIMITATIONS OF LIABILITY, DISCLAIMERS, INDEMNITIES, DATA PROCESSING CONSENTS, SUSPENSION RIGHTS, AND TERMINATION RIGHTS. USERS SHOULD READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context indicates otherwise:

“Authorised User” means any individual authorised by a Customer Organisation to access and use the Platform, including funders, project managers, finance personnel, administrators, or other approved representatives.

“Customer Organisation” means the juristic entity, business, institution, organisation, or other legal person subscribing to or using the Platform.

“Effective Date” means the date on which a User accepts these Terms through the Platform or first accesses or uses the Platform.

“Personal Information” shall bear the meaning assigned to it under the Protection of Personal Information Act, 4 of 2013.

“Platform” means the Simply-Content software platform, systems, workflows, applications, dashboards, interfaces, integrations, APIs, approval engines, reporting tools, audit logging systems, and associated services operated by Simply Content Technologies (Pty) Ltd.

“Simply Content Technologies” means Simply Content Technologies (Pty) Ltd, a private company duly incorporated in accordance with the laws of the Republic of South Africa.

“Third-Party Payment Provider” means any banking institution, payment execution provider, API integration partner, transaction processor, or related service provider used for payment execution, including FNB 3PIM and any successor or replacement provider.

“Terms” means these Terms and Conditions as amended from time to time.

“User” means any Authorised User accessing or using the Platform.

1.2 Clause headings are for convenience only and shall not affect interpretation.

1.3 Words importing the singular include the plural and vice versa.

1.4 References to legislation include amendments, consolidations, replacements, and subordinate legislation.

2. ACCEPTANCE AND BINDING EFFECT

2.1. These Terms govern all access to and use of the Platform.

2.2. By creating an account, accessing the Platform, using any functionality, submitting payment instructions, approving transactions, uploading information, or otherwise interacting with the Platform, the User confirms that:



- (a) they have read and understood these Terms;
- (b) they accept and agree to be legally bound by these Terms;
- (c) where acting on behalf of a Customer Organisation, they are duly authorised to bind that organisation; and
- (d) the Customer Organisation accepts responsibility for all acts performed by its Authorised Users.

2.3. If a User does not agree to these Terms, the Platform may not be accessed or used.

3. ELIGIBILITY AND AUTHORITY

3.1. The Platform is intended exclusively for authorised commercial and institutional use.

3.2. Access is restricted to Customer Organisations and their approved Authorised Users.

3.3. Suppliers, beneficiaries, public users, or unauthorised third parties are not entitled to access the Platform unless expressly authorised in writing by Simply Content Technologies.

4. PLATFORM SERVICES AND SCOPE

4.1. Simply-Content is an enterprise software platform designed to facilitate project governance, budget oversight, expenditure monitoring, workflow approvals, payment instruction transmission, audit visibility, reporting, and related administrative controls.

4.2. Simply Content Technologies provides software infrastructure and workflow enablement services only.

4.3. Simply Content Technologies is not:

- (a) a bank;
- (b) a payment institution;
- (c) a deposit-taking institution;
- (d) a fiduciary service provider;
- (e) an escrow provider;
- (f) a treasury service provider; or
- (g) a financial advisory provider.

4.4. Simply Content Technologies does not provide financial, investment, accounting, tax, legal, fiduciary, or regulatory advice.

4.5. Simply Content Technologies does not independently execute banking transactions.

4.6. Payment execution is performed by authorised Third-Party Payment Providers.

4.7. Simply Content Technologies transmits payment instructions initiated through the Platform and relays transaction responses received from applicable Third-Party Payment Providers.

4.8. Customer Organisations retain sole responsibility for:

- (a) expenditure decisions;
- (b) internal governance and approval processes;
- (c) payment authority structures;
- (d) supplier verification;
- (e) beneficiary validation; and
- (f) financial oversight obligations.

4.9. Platform workflows and controls are operational tools only and do not replace internal



governance, accounting, compliance, or financial management responsibilities of the Customer Organisation.

5. ACCOUNT REGISTRATION AND SECURITY

5.1. Access to the Platform shall be subject to account creation, credential allocation, and access approval processes as determined by Simply Content Technologies and/or the applicable Customer Organisation.

5.2. Each Customer Organisation shall be solely responsible for:

- (a) approving and managing its Authorised Users;
- (b) ensuring access permissions remain appropriate;
- (c) promptly removing access for users who no longer require access;
- (d) safeguarding credentials and authentication mechanisms; and
- (e) ensuring internal approval governance is properly maintained.

5.3. All actions performed using valid authenticated credentials shall be deemed authorised by the relevant Customer Organisation unless proven otherwise.

5.4. Users shall immediately notify Simply Content Technologies of any suspected unauthorised access, credential compromise, or security incident.

6. PAYMENT INSTRUCTION SERVICES

6.1. The Platform may enable Authorised Users to initiate, approve, route, monitor, or manage payment instructions relating to approved project expenditure.

6.2. A payment instruction initiated through the Platform constitutes an instruction submitted by the relevant Customer Organisation through its authorised representative.

6.3. Simply Content Technologies does not independently validate:

- (a) beneficiary account ownership;
- (b) invoice legitimacy;
- (c) supplier authenticity;
- (d) contractual entitlement to payment;
- (e) accuracy of payment amounts; or
- (f) the commercial appropriateness of payment decisions.

6.4. The Customer Organisation accepts sole responsibility for ensuring that all payment instructions are valid, accurate, authorised, and commercially legitimate.

6.5. Once transmitted to a Third-Party Payment Provider, execution outcomes remain subject to the operational rules, technical systems, compliance controls, and banking requirements of such provider.

7. THIRD-PARTY BANKING AND API INTEGRATIONS

7.1. The Platform may integrate with third-party banking systems, APIs, infrastructure providers, and transaction execution services.

7.2. Such integrations may include FNB 3PIM or successor payment execution environments.

7.3. Simply Content Technologies makes no warranty regarding:

- (a) uninterrupted third-party service availability;



- (b) transaction processing speed;
- (c) payment execution timing;
- (d) duplicate execution prevention by third parties;
- (e) rejection handling by banking systems; or
- (f) external API reliability.

7.4. Simply Content Technologies shall not be liable for failures, delays, rejected payments, technical interruptions, integration errors, provider outages, or external transaction execution defects arising within third-party systems.

8. FEES AND COMMERCIAL TERMS

8.1. Access to the Platform may be subject to subscription fees, implementation fees, usage fees, transaction-related charges, support fees, or other commercial arrangements agreed separately.

8.2. Unless otherwise agreed in writing:

- (a) fees are exclusive of VAT;
- (b) invoices shall be payable in accordance with agreed commercial terms;
- (c) overdue payments may attract suspension of service access.

8.3. Simply Content Technologies reserves the right to suspend or restrict access where payment obligations remain outstanding.

9. PRIVACY, DATA PROCESSING, AND POPIA

9.1. Simply Content Technologies processes Personal Information in accordance with applicable South African law, including the Protection of Personal Information Act, 4 of 2013.

9.2. Users acknowledge and consent to processing reasonably necessary for:

- (a) account administration;
- (b) platform authentication;
- (c) audit logging;
- (d) payment instruction routing;
- (e) reporting and analytics;
- (f) operational support;
- (g) security monitoring;
- (h) fraud detection;
- (i) legal compliance; and
- (j) integration with authorised third-party service providers.

9.3. Customer Organisations warrant that they possess all required rights, permissions, lawful grounds, and consents necessary for information submitted to the Platform.

9.4. Simply Content Technologies may disclose information where legally required, operationally necessary, or reasonably required for service delivery.

9.5. Audit logs, authentication records, workflow histories, transaction histories, electronic approvals, and system-generated records maintained by the Platform shall constitute prima facie evidence of Platform activity and interactions.

9.6. Simply Content Technologies may retain operational records, logs, backups, and archived information for reasonable operational, legal, compliance, audit, disaster recovery, and evidentiary purposes following termination of access.

10. LIMITATION OF LIABILITY



10.1. To the maximum extent permitted by applicable law, Simply Content Technologies shall not be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages arising out of or relating to:

- (a) use of or inability to use the Platform;
- (b) delayed, failed, duplicated, or incorrect payment instructions;
- (c) third-party banking or API failures;
- (d) loss of profits, revenue, business opportunities, anticipated savings, goodwill, or data;
- (e) supplier fraud, invoice fraud, or beneficiary misrepresentation;
- (f) unauthorised access caused by Customer Organisation credential compromise;
- (g) system outages, service interruptions, cyber incidents, or infrastructure failures; or
- (h) actions or omissions of Third-Party Payment Providers.

10.2. Simply Content Technologies' total aggregate liability arising from or relating to the Platform, whether in contract, delict, negligence, strict liability, or otherwise, shall not exceed the total fees paid by the relevant Customer Organisation to Simply Content Technologies during the six (6) month period preceding the event giving rise to the claim.

10.3. Simply Content Technologies shall not be liable for any loss arising from:

- (a) incorrect payment instructions submitted by Authorised Users;
- (b) failures in Customer Organisation internal approval processes;
- (c) inaccurate beneficiary information;
- (d) banking system delays or reversals;
- (e) force majeure events;
- (f) telecommunications failures;
- (g) load shedding, internet failures, or cloud infrastructure outages; or
- (h) malicious acts of third parties.

10.4. Nothing in these Terms excludes liability that may not lawfully be excluded under applicable law.

11. WARRANTIES AND DISCLAIMERS

11.1. The Platform is provided on an "as is" and "as available" basis.

11.2. Simply Content Technologies does not warrant that:

- (a) the Platform will operate uninterrupted or error-free;
- (b) all defects will be corrected;
- (c) the Platform will always be secure or free from vulnerabilities;
- (d) the Platform will meet every operational requirement of a Customer Organisation; or
- (e) third-party integrations will remain continuously available.

11.3. Except as expressly stated in these Terms, all warranties, whether express, implied, statutory, or otherwise, are excluded to the maximum extent permitted by law.

12. CUSTOMER INDEMNITY

12.1. The Customer Organisation indemnifies and holds harmless Simply Content Technologies, its directors, employees, contractors, and affiliates against any claims, losses, damages, liabilities, penalties, costs, or expenses arising from:

- (a) incorrect or unauthorised payment instructions;
- (b) fraud committed by Authorised Users;



- (c) disputes between Customer Organisations and suppliers or beneficiaries;
- (d) inaccurate information uploaded to the Platform;
- (e) breaches of law by the Customer Organisation;
- (f) misuse of the Platform; or
- (g) violations of third-party rights.

12.2. This indemnity includes reasonable legal costs on an attorney-and-client scale.

13. INTELLECTUAL PROPERTY

13.1. All intellectual property rights in the Platform, including software, workflows, interfaces, designs, processes, documentation, trademarks, reports, and analytics, remain the exclusive property of Simply Content Technologies or its licensors.

13.2. Customer Organisations receive a limited, non-exclusive, non-transferable right to use the Platform solely for authorised internal business purposes.

13.3. Users may not:

- (a) reverse engineer the Platform;
- (b) copy or reproduce the Platform;
- (c) create derivative works;
- (d) resell or sublicense access;
- (e) bypass security controls;
- (f) attempt unauthorised system access; or
- (g) use the Platform for unlawful purposes.

14. SUSPENSION AND TERMINATION

14.1. Simply Content Technologies may suspend or restrict access immediately where:

- (a) security risks are identified;
- (b) unlawful activity is suspected;
- (c) payment obligations remain outstanding;
- (d) misuse of the Platform occurs;
- (e) third-party provider access is suspended; or
- (f) continued access may expose Simply Content Technologies to legal or operational risk.

14.2. Simply Content Technologies may terminate access upon reasonable notice where continued service provision becomes commercially impractical, unlawful, or technically unfeasible.

14.3. Upon termination:

- (a) access rights immediately cease;
- (b) outstanding fees become due and payable; and
- (c) retained records may be archived in accordance with applicable legal obligations.

15. FORCE MAJEURE

Simply Content Technologies shall not be liable for any delay or failure arising from causes beyond its reasonable control, including acts of God, civil unrest, labour disputes, internet failures, cloud infrastructure outages, cyberattacks, banking network failures, governmental actions, pandemics, or electrical power interruptions.

16. CONFIDENTIALITY



16.1. Each party shall treat confidential information disclosed through use of the Platform as confidential and shall not disclose such information except:

- (a) where required by law;
- (b) for authorised operational purposes; or
- (c) with prior written consent.

16.2. Confidential information excludes information already publicly available or independently obtained without breach of confidentiality obligations.

17. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of the Republic of South Africa. The parties consent to the exclusive jurisdiction of the South African courts in respect of disputes arising from these Terms.

18. GENERAL

18.1. Simply Content Technologies may amend these Terms from time to time by publishing updated Terms on the Platform.

18.2. Continued use of the Platform following publication of amended Terms constitutes acceptance of the amended Terms.

18.3. If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

18.4. No failure or delay by Simply Content Technologies in enforcing any right shall constitute a waiver of that right.

18.5. These Terms constitute the entire agreement governing use of the Platform unless supplemented by separate written commercial agreements executed between the parties.