

SUBSCRIPTION TERMS

Practice management and accounting software — software as a service

Parties

THE PROVIDER

Virta Technologies (Pty) Ltd, registration number 2024/642205/07, a private company incorporated in the Republic of South Africa, trading as **Virta**, of 100 Waverley Street, Waverley, Bloemfontein, 9301 (**“Virta”**)

THE SUBSCRIBER

the accounting practice that accepts these Terms, whose particulars are recorded in the Subscription Record (**“the Subscriber”**)

By accepting these Terms, the Subscriber agrees as follows. Annexures B to D form part of this Agreement. Clauses 3, 15 and 16 limit Virta’s liability and allocate risk to the Subscriber, and require separate acknowledgement in terms of clause 22.2.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context indicates otherwise:

“Agreement” these Subscription Terms together with Annexures B, C and D;

“Client Data” data relating to the Subscriber’s own clients which the Subscriber or its Named Users load onto or generate on the Platform, including personal information of those clients and of their personnel, directors, members, trustees and beneficial owners;

“Effective Date” the date on which Virta activates the Subscriber’s account on the Platform following the Subscriber’s acceptance of this Agreement;

“Fees” the subscription and other charges set out in the Subscription Record;

“Named User” an individual natural person employed or engaged by the Subscriber to whom the Subscriber allocates a unique set of access credentials;

“Output” any document, calculation, financial statement, disclosure note, letter, return, schedule, report or other work product generated by or with the assistance of the Platform;

“Platform” the Virta software platform made available over the internet, including its modules, templates, disclosure libraries, documentation and any updates;

“POPIA” the Protection of Personal Information Act 4 of 2013;

“Professional Body” the professional accountancy or tax body with which the Subscriber or its personnel are registered, including SAIPA, SAICA, CIBA, ACCA, IRBA or SAIT;

“Subscriber Data” Client Data together with all other data loaded onto the Platform by the Subscriber or its Named Users;

“Subscription Record” the particulars of the Subscriber and of its subscription captured electronically on registration and thereafter maintained on the Platform, as set out in the Schedule and as amended from time to time in accordance with clause 1.4, together with the subscription confirmation issued by Virta;

“Working Day” any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.

- 1.2 Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa. A reference to legislation is a reference to that legislation as amended or replaced from time to time. The rule of construction that an agreement is interpreted against the party responsible for its drafting does not apply. Where a number of days is prescribed, it excludes the first day and includes the last day.
- 1.3 In the event of conflict, the Subscription Record prevails over these terms in respect of commercial terms; these terms prevail over Annexures B, C and D in all other respects.
- 1.4 The Subscription Record is maintained electronically rather than completed on this document. It is captured by the Subscriber on registration, is confirmed by Virta on activation, and is available to the Subscriber at all times in the firm settings area of the Platform. It forms part of this Agreement. The Subscriber must keep the particulars in it accurate and current, and a change recorded by the Subscriber on the Platform, or a change in Named Users or activated modules effected through the Platform, amends the Subscription Record without the need for a further signed document. Virta’s system records are prima facie proof of the Subscription Record as at any date.

2 THE PLATFORM AND THE LICENCE

- 2.1 Virta grants the Subscriber a non-exclusive, non-transferable, non-sublicensable right, for the duration of this Agreement, to access and use the Platform for the internal business purposes of the Subscriber’s accounting practice, limited to the number of Named Users recorded in the Subscription Record.
- 2.2 Access is granted per Named User. Credentials may not be shared, and generic, group or role-based logins used by more than one person are not permitted. A Named User licence may be re-allocated to a replacement individual where a Named User leaves the Subscriber’s employ.
- 2.3 The Platform is provided as a hosted service. No software is sold, delivered or installed, and no rights in source code are granted.
- 2.4 Virta may modify, add to or discontinue features of the Platform, provided that it will not materially degrade the core functionality for which the Subscriber subscribed. Where a change is materially adverse to the Subscriber, Virta will give not less than 30 days’ written notice and the Subscriber may terminate on written notice before the change takes effect, without penalty.
- 2.5 Features identified as beta, preview, pilot or early access are provided as is, may be withdrawn without notice, and carry no warranty, service level or support commitment.

3 NATURE OF THE PLATFORM — NO PROFESSIONAL SERVICES

RISK ALLOCATION

- 3.1 The Platform is a tool. Virta does not render accounting, auditing, assurance, tax, company secretarial, legal or financial advisory services to the Subscriber or to the Subscriber’s clients, and no relationship of professional adviser and client arises between Virta and the Subscriber or between Virta and any client of the Subscriber.
- 3.2 All Output is generated from the data captured, the elections made and the instructions given by the Subscriber and its Named Users. Output constitutes a draft working aid only. It is not a finalised professional work product and it is not a substitute for the exercise of professional judgement.

- 3.3 The Subscriber remains solely responsible for:
- 3.3.1 reviewing all Output in full before it is relied upon, signed, issued or submitted;
 - 3.3.2 verifying the accuracy, completeness and appropriateness of all Output, including its compliance with the applicable financial reporting framework, tax legislation, the Companies Act 71 of 2008, the Trust Property Control Act 57 of 1988 and the standards of its Professional Body;
 - 3.3.3 all engagements, reports, opinions, certificates, returns and filings issued to or on behalf of its clients or to any regulator, revenue authority or third party; and
 - 3.3.4 the selection of accounting policies, disclosure, judgements and estimates reflected in any Output.
- 3.4 Where the Platform uses artificial intelligence, machine learning or automated drafting to generate or suggest content, that content may be incomplete, outdated or incorrect. It must be reviewed and approved by a suitably qualified person before use, release or reliance.
- 3.5 The Subscriber warrants that it holds all registrations, licences and memberships required to render the services it renders to its clients, including registration with its Professional Body and, where applicable, registration as a tax practitioner with the South African Revenue Service, and that its use of the Platform will not breach any professional standard, rule of conduct or quality-management requirement applicable to it.
- 3.6 Virta endeavours to keep templates, rates, tables and disclosure libraries current, but gives no warranty that they reflect the law, standards, rates or practice in force at any given time. The Subscriber must satisfy itself as to currency and correctness before use.
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4 SUBSCRIBER OBLIGATIONS AND RESTRICTIONS

- 4.1 The Subscriber must provide accurate and complete information on registration and keep its firm, contact, billing and banking details current.
- 4.2 The Subscriber is responsible for the security of its credentials, must enable multi-factor authentication where offered, must promptly de-activate the credentials of any person who ceases to be a Named User, and must notify Virta without delay of any suspected unauthorised access. The Subscriber is responsible for all activity conducted under its credentials.
- 4.3 The Subscriber is responsible for the acts and omissions of its Named Users as if they were its own.
- 4.4 The Subscriber must not, and must not permit any person to:
- 4.4.1 copy, modify, translate, decompile, disassemble or reverse engineer the Platform or attempt to derive its source code, save to the extent such restriction is unenforceable in law;
 - 4.4.2 resell, sublicense, rent, lease, white-label or otherwise make the Platform available to any third party, or use it to provide a service bureau or outsourced processing service to persons who are not clients of the Subscriber's own practice, without Virta's prior written consent;
 - 4.4.3 use the Platform, or any information derived from it, to develop, train or assist in the development of a competing product or service, or extract templates or disclosure libraries for distribution or resale as templates;
 - 4.4.4 exceed the licensed number of Named Users, circumvent usage limits, or access the Platform by automated means other than through interfaces made available for that purpose;
 - 4.4.5 conduct any penetration test, vulnerability scan or load test without Virta's prior written consent, or introduce any malicious code; or
 - 4.4.6 use the Platform unlawfully, or to process personal information which has been obtained unlawfully.

- 4.5 The Subscriber is responsible for its own subscriptions, accounts and credentials with third parties, including the South African Revenue Service, the Companies and Intellectual Property Commission, Microsoft, its bank and its accounting software providers. **Virta will never request, and the Subscriber must never disclose to Virta, any eFiling password, banking password or one-time PIN.**
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5 FEES, BILLING AND PAYMENT

- 5.1 The Subscriber must pay the Fees set out in the Subscription Record. Unless the Subscription Record provides otherwise, the subscription fee is charged per Named User per month and excludes value-added tax.
- 5.2 Fees are billed monthly in advance and are collected by debit order on the collection date recorded in the Subscription Record. The Subscriber must complete and maintain a valid debit order mandate and must ensure that sufficient funds are available. The Subscriber authorises Virta and its payment processor to present the debit order accordingly.
- 5.3 The Fee for the first partial month is charged pro rata. Additional Named Users are charged pro rata from the date of activation. A reduction in Named Users takes effect from the first day of the calendar month following receipt of written notice, and Fees already collected are not refunded. Any minimum number of Named Users recorded in the Subscription Record applies for the period stated there.
- 5.4 If a debit order is unpaid, reversed or disputed without lawful cause, Virta may levy an administration charge of R50.00 per instruction, and may suspend access to the Platform after giving the Subscriber not less than seven days' written notice to remedy. Overdue amounts bear interest at the rate prescribed under the Prescribed Rate of Interest Act 55 of 1975 from due date to date of payment.
- 5.5 Virta may increase the Fees not more than once in any 12-month period, on not less than 30 days' written notice. If the Subscriber does not accept the increase it may terminate this Agreement on written notice given before the increase takes effect, without penalty.
- 5.6 The Subscriber may not withhold, set off or deduct any amount. Fees are not refundable except where this Agreement expressly provides otherwise.
- 5.7 Suspension for non-payment does not relieve the Subscriber of the obligation to pay Fees for the period of suspension. Where Virta instructs attorneys to recover any amount, the Subscriber is liable for legal costs on the attorney and own client scale, tracing fees and collection commission, subject to any limits imposed by law.
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6 DURATION, SUSPENSION AND TERMINATION

- 6.1 This Agreement commences on the Effective Date and, unless the Subscription Record records a fixed initial term, continues from month to month until terminated.
- 6.2 Either party may terminate for convenience on 30 days' written notice, terminating at the end of a calendar month. Where the Subscription Record records a fixed initial term, this right applies only from the end of that term.
- 6.3 Either party may terminate on written notice if the other commits a material breach and fails to remedy it within 10 Working Days of written notice calling for remedy, or if the other is placed under liquidation, business rescue, sequestration or a similar process.
- 6.4 Virta may suspend access immediately, on notice, where the Subscriber's use threatens the security, integrity or lawful operation of the Platform, or where required by law.
- 6.5 Termination does not affect any right or obligation which has already accrued, and clauses 3, 7, 8, 9, 13, 15, 16, 20 and 23.5 survive termination.
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7 SUBSCRIBER DATA, CLIENT DATA AND RECORDS

- 7.1 The Subscriber, or its clients, retain ownership of all Subscriber Data and Client Data. Nothing in this Agreement transfers ownership of that data to Virta.
 - 7.2 The Subscriber grants Virta a licence to host, store, copy, transmit, display and process Subscriber Data solely to the extent necessary to provide, support, secure and improve the Platform for the Subscriber, and to comply with the law.
 - 7.3 Virta may compile and use aggregated, anonymised and de-identified statistical information derived from use of the Platform for product development and benchmarking, provided that no Subscriber, Named User, client or data subject is identifiable from it and that no Client Data is disclosed.
 - 7.4 Virta takes regular backups of the production environment. The Subscriber nevertheless remains responsible for retaining its own records as required by law and by its Professional Body, and must not rely on the Platform as its sole or primary record-keeping system.
 - 7.5 On termination the Subscriber has 30 days within which to export its data using the export functions available on the Platform. After that period Virta may delete Subscriber Data, subject to clause 7.6. Assistance with a bulk or custom-format extract is chargeable at Virta's prevailing rates and is conditional upon all Fees being settled.
 - 7.6 Virta may retain copies of Subscriber Data to the extent required by law, for as long as required, subject to the confidentiality and security obligations in this Agreement.
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8 PROTECTION OF PERSONAL INFORMATION

- 8.1 In respect of personal information processed on the Platform, the Subscriber is the responsible party and Virta acts as operator on the Subscriber's behalf and on its authority. The operator terms in **Annexure B** apply.
 - 8.2 The Subscriber warrants that it has a lawful basis for the processing of all personal information which it or its Named Users load onto the Platform, that it has obtained any consent, authorisation or mandate required, and that it has complied with its own notification obligations towards data subjects.
 - 8.3 Where the Subscriber itself acts as operator for one or more of its clients, the Subscriber warrants that it is authorised by that client to appoint Virta as a further operator and that this Agreement is consistent with the arrangement between the Subscriber and that client.
 - 8.4 Each party must comply with POPIA in the performance of this Agreement.
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9 CONFIDENTIALITY

- 9.1 Each party must keep confidential all non-public information of the other which it receives in connection with this Agreement, must use it only for the purposes of this Agreement, and must protect it with at least the degree of care it applies to its own confidential information.
- 9.2 This obligation does not apply to information which is or becomes public otherwise than through breach, which was lawfully known to the recipient without obligation of confidence, or which is independently developed. Disclosure compelled by law, by a court or by a regulator is permitted, provided the disclosing party gives prior notice where lawful to do so.
- 9.3 This clause remains in force for five years after termination and, in respect of personal information and Client Data, indefinitely.

10 SECURITY

- 10.1 Virta implements and maintains appropriate, reasonable technical and organisational measures to safeguard Subscriber Data against loss, damage and unauthorised access, including encryption of data in transit, logical access controls, role-based permissions, tenant separation, activity logging, segregated environments and regular patching.
- 10.2 The Platform is hosted on Microsoft Azure in the South Africa North region and in the European Union. Certain ancillary processing takes place outside the Republic of South Africa as recorded in Annexure B, and is done in accordance with section 72 of POPIA.
- 10.3 Where Virta becomes aware of a security compromise affecting Subscriber Data, it will notify the Subscriber in accordance with Annexure B so as to enable the Subscriber to meet its own obligations under section 22 of POPIA.
- 10.4 The Subscriber is responsible for the security of its own devices, networks, email accounts and internal access administration.

11 AVAILABILITY AND SUPPORT

- 11.1 Virta will use reasonable endeavours to make the Platform available in accordance with the target in Annexure C. That target is a service objective and not a warranty, and excludes scheduled and emergency maintenance, failures of third-party services or telecommunications, events beyond Virta's reasonable control, and any act or omission of the Subscriber.
- 11.2 Support is provided in accordance with Annexure C.
- 11.3 No service credit, rebate or remedy arises from unavailability unless expressly provided for in Annexure C.

12 THIRD-PARTY SERVICES AND INTEGRATIONS

- 12.1 The Platform may integrate with third-party services, including SARS eFiling, the Companies and Intellectual Property Commission, Microsoft 365, payment processors and accounting software. Those services are outside Virta's control.
- 12.2 Virta is not liable for the availability, accuracy, performance, modification, suspension or discontinuation of any third-party service, or for any consequence of a third party changing its interfaces, terms or data. Where a third party ceases to make an integration available, Virta may discontinue the affected feature without liability.
- 12.3 The Subscriber's use of a third-party service is governed by its own agreement with that third party.

13 INTELLECTUAL PROPERTY

- 13.1 All intellectual property in and to the Platform, including its software, design, templates, disclosure libraries, calculation logic, documentation, trade marks and all improvements to them, vests in Virta or its licensors. Nothing in this Agreement transfers any such right to the Subscriber.
- 13.2 The Subscriber may use Output in the ordinary course of its practice, including by issuing it to its own clients under its own name and branding. The Subscriber acquires no right to distribute or commercialise the underlying templates or libraries as such.
- 13.3 Where the Subscriber gives Virta feedback, suggestions or feature requests, Virta may use them without restriction, obligation or payment.

- 13.4 Virta indemnifies the Subscriber against any claim that the Platform, as supplied and used in accordance with this Agreement, infringes a third party's intellectual property in the Republic of South Africa, provided the Subscriber notifies Virta promptly, allows Virta to control the defence and settlement, makes no admission, and gives reasonable assistance. Virta may modify or replace the affected part of the Platform or, failing that, terminate the affected subscription and refund Fees paid in advance for the unused period.
- 13.5 The Subscriber may not remove or obscure any proprietary notice. Virta may identify the Subscriber as a customer, and use its name and logo for that purpose, until the Subscriber objects in writing.
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14 WARRANTIES AND DISCLAIMER

- 14.1 Each party warrants that it has the legal capacity and authority to conclude and perform under this Agreement.
- 14.2 Virta warrants that it will provide the Platform with the reasonable skill and care of a competent supplier of comparable services.
- 14.3 Save as expressly stated, and to the fullest extent permitted by law, all warranties, representations and terms implied by law are excluded. In particular, Virta does not warrant that the Platform will be uninterrupted or error free, or that any Output will be accurate, complete, current or fit for any particular purpose.
- 14.4 To the extent that the Consumer Protection Act 68 of 2008 applies to this Agreement, nothing in it is intended to limit, exclude or waive any right conferred by that Act, and every provision applies only to the extent permitted by it.
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15 LIMITATION OF LIABILITY

RISK ALLOCATION

- 15.1 Neither party is liable to the other for any indirect, incidental, special, punitive or consequential loss, or for any loss of profit, revenue, business, goodwill, anticipated saving, or loss or corruption of data, whether or not foreseeable.
- 15.2 Subject to clause 15.4, the total aggregate liability of Virta arising from or in connection with this Agreement, whether in contract, delict or otherwise, is limited to the total Fees actually paid by the Subscriber in the 12 months preceding the date on which the cause of action arose.
- 15.3 **Virta bears no liability whatsoever for any penalty, interest, additional assessment, understatement penalty, regulatory sanction, professional negligence claim, disciplinary finding or claim by a client of the Subscriber, arising from or in connection with any Output or with the Subscriber's use of or reliance on the Platform, all of which fall within the Subscriber's sole responsibility under clause 3.**
- 15.4 Nothing in this clause limits liability for fraud or fraudulent misrepresentation, wilful misconduct, death or personal injury, the Subscriber's obligation to pay Fees, the indemnity in clause 13.4, or any liability which cannot lawfully be limited.
- 15.5 No claim may be brought under this Agreement more than 12 months after the claimant became aware, or ought reasonably to have become aware, of the facts giving rise to it.
- 15.6 The Subscriber must maintain professional indemnity insurance to the extent required by its Professional Body, and acknowledges that the Fees have been set on the basis of the allocation of risk in this Agreement.
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16 INDEMNITY BY THE SUBSCRIBER

RISK ALLOCATION

The Subscriber indemnifies Virta and holds it harmless against all claims, losses, damages, fines, penalties and reasonable costs arising from: (a) any breach by the Subscriber of clauses 3, 4 or 8; (b) Subscriber Data or Client Data which is unlawful or

which the Subscriber was not entitled to process or to load onto the Platform; (c) any claim by a client of the Subscriber, by a data subject or by a regulator relating to the professional services rendered by the Subscriber or to any Output issued by it; and (d) use of the Platform by more persons than the licensed number of Named Users.

17 FORCE MAJEURE

Neither party is liable for any failure or delay in performing its obligations (other than an obligation to pay money) caused by an event beyond its reasonable control, including act of state, war, civil unrest, epidemic, natural disaster, failure of the national electricity supply beyond published load-shedding schedules, failure of telecommunications or internet infrastructure, or failure of a third-party cloud provider. The affected party must notify the other and use reasonable endeavours to mitigate. If the event continues for more than 30 consecutive days, either party may terminate this Agreement on written notice.

18 NOTICES AND ELECTRONIC SIGNATURE

- 18.1 The Subscriber chooses the physical address recorded in the Subscription Record, and Virta chooses 100 Waverley Street, Waverley, Bloemfontein, 9301, as its domicilium citandi et executandi for the service of all legal notices and process. Either party may change its domicilium to another physical address in the Republic of South Africa on 14 days' written notice, and the Subscriber may do so by updating the Subscription Record.
- 18.2 Any other notice may be given by email to the address recorded in the Subscription Record, and is deemed received on the first Working Day after transmission, unless the sender receives a delivery failure notification.
- 18.3 The parties consent to concluding this Agreement by electronic means. In terms of the Electronic Communications and Transactions Act 25 of 2002 the parties agree that an electronic signature, including a typed name, a signature drawn or uploaded in a signing interface, or acceptance recorded by a click combined with authentication of the signatory, constitutes a valid signature and expresses the signatory's intention to be bound.
- 18.4 Neither party may dispute the validity, enforceability or admissibility of this Agreement solely on the ground that it was concluded or signed electronically. The audit record generated by the signing platform, recording the identity of the signatory, the date and time of signature, the IP address and the document version signed, constitutes prima facie proof of the facts recorded in it.
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19 AMENDMENT OF THESE TERMS

- 19.1 Virta may amend these terms and Annexures B, C and D on not less than 30 days' written notice, where required for legal, regulatory, security or operational reasons. Where an amendment is materially adverse to the Subscriber, the Subscriber may terminate on written notice given before the amendment takes effect, without penalty. The amended version is published in terms of clause 23 and notice is given to the notice address recorded in the Subscription Record. Continued use of the Platform after the effective date constitutes acceptance of the amended version.
- 19.2 Save as provided in clause 19.1, no amendment, variation, waiver or cancellation of this Agreement, and no consent given under it, is of any force unless reduced to writing and signed by both parties, and this clause may itself only be amended in that manner.
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20 DISPUTE RESOLUTION AND GOVERNING LAW

- 20.1 If a dispute arises, the parties must first refer it to a senior representative of each party, who must meet within 10 Working Days of written notice of the dispute and attempt in good faith to resolve it.

- 20.2 Clause 20.1 is not a precondition to the institution of legal proceedings, and does not prevent either party from approaching a court for urgent interim relief, or Virta from instituting proceedings for the recovery of an undisputed amount owing.
- 20.3 This Agreement is governed by the law of the Republic of South Africa. The parties consent to the jurisdiction of the Magistrates' Court in terms of section 45 of the Magistrates' Courts Act 32 of 1944 in respect of any proceedings arising from it, without limiting a party's right to institute proceedings in the High Court.
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21 GENERAL

- 21.1 This Agreement constitutes the entire agreement between the parties on its subject matter and replaces all prior arrangements, representations and quotations. Neither party relies on any representation not recorded in it.
- 21.2 If any provision is found to be invalid or unenforceable, it is severed and the remainder continues in force.
- 21.3 No indulgence granted by a party constitutes a waiver of its rights.
- 21.4 Virta may cede, assign or delegate its rights and obligations to a member of its group or to a successor in title on notice to the Subscriber. The Subscriber may not do so without Virta's prior written consent, which will not be unreasonably withheld.
- 21.5 Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the parties.
- 21.6 This Agreement may be signed in counterparts, each of which is an original, and signature pages transmitted electronically are binding.
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22 ACCEPTANCE OF THIS AGREEMENT

- 22.1 This Agreement is accepted electronically. No handwritten signature is required and no part of this document is completed by hand. The Subscriber accepts it in one of the following ways:
- 22.1.1 by selecting the acceptance control presented during online registration and completing registration; or
- 22.1.2 by confirming acceptance in Virta's online signing interface, where Virta requires a signed record, which it may do where a fixed term, an onboarding or migration fee, or a negotiated variation applies.
- 22.2 **Separate acknowledgement of clauses 3, 15 and 16.** The parties record that clause 3 places sole responsibility for the review and correctness of all Output on the Subscriber, that clause 15 limits Virta's liability, and that clause 16 imposes an indemnity on the Subscriber. Those clauses are drawn to the Subscriber's attention in plain language, by means of a control separate from the control in clause 22.1, before acceptance and before any Fee becomes payable. The Subscriber cannot complete registration without confirming that separate acknowledgement, and confirms on accepting that it has had an adequate opportunity to read, consider and obtain advice on those clauses and that it understands and accepts the allocation of risk recorded in them.
- 22.3 Virta accepts this Agreement by activating the Subscriber's account on the Platform. Activation of the account, or the making available of access credentials to any Named User, constitutes Virta's acceptance without the need for a countersignature.

- 22.4 The acceptance record generated on acceptance comprises the identity of the person accepting, the capacity in which that person acts, the date and time of acceptance, the authentication applied, the IP address from which acceptance was given, the version number and hash of the document accepted, and the separate confirmation given under clause 22.2. That record is incorporated into this Agreement and, in terms of clause 18.4, is prima facie proof of the facts recorded in it.
- 22.5 The person accepting this Agreement warrants that he or she is duly authorised to do so on behalf of the Subscriber, and that the particulars captured on registration are true and complete.
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23 PUBLICATION, VERSIONS AND ACCESS

- 23.1 This Agreement is published at virta.co.za/terms and is identified by the version number and date recorded in the footer of each page.
- 23.2 Each version is published at its own permanent address and remains accessible after it has been superseded, so that the Subscriber can at any time obtain the version it accepted.
- 23.3 On activation Virta emails the Subscriber, at the notice address recorded in the Subscription Record, a copy of the version accepted together with the acceptance record. Both remain available to the Subscriber in the firm settings area of the Platform.
- 23.4 Where this Agreement is amended in terms of clause 19.1, the amended version applies from the effective date of the amendment, and the version accepted by the Subscriber governs the period before that date.
- 23.5 The Subscriber may request a copy of this Agreement, of any version it has accepted, and of its acceptance record, at any time and at no charge.
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WHAT THE SUBSCRIBER SEES ON REGISTRATION

Two separate controls. The first accepts this Agreement in terms of clause 22.1. The second is the acknowledgement required by clause 22.2, in respect of clauses 3, 15 and 16. Both must be given before registration can be completed, and both are recorded separately in the acceptance record.

SCHEDULE — THE SUBSCRIPTION RECORD

Particulars captured and maintained online. Nothing in this Schedule is completed by hand.

1. How the Subscription Record works

The commercial and firm-specific particulars of this subscription are not written into this document. They are captured by the Subscriber during online registration, confirmed by Virta on activation, and thereafter maintained by the Subscriber in the firm settings area of the Platform. Together with the subscription confirmation issued on activation, they constitute the Subscription Record and form part of this Agreement in terms of clause 1.4.

2. Particulars recorded on registration

The Subscription Record comprises at least the following, in each case as captured and updated on the Platform:

FIRM IDENTITY

Registered name, trading name, registration number, income tax reference, VAT number where registered, and financial year end.

PROFESSIONAL STANDING

Professional Body, practice number, and tax practitioner number where applicable, as warranted in clause 3.5.

ADDRESSES AND CONTACTS

Physical address (being the Subscriber’s domicile for the purposes of clause 18.1), notice email address, billing contact and email, and telephone numbers.

SUBSCRIPTION

Effective Date, initial term where a fixed term applies, the number of Named Users, any minimum number of Named Users and the period for which it applies, and the modules activated.

FEES AND BILLING

The monthly subscription calculated in accordance with paragraph 3 below, any once-off onboarding or migration fee and its agreed scope, any introductory or discounted period, the debit order collection date, and the mandate reference issued by the payment processor.

NAMED USERS

The identity and status of each Named User, maintained by the Subscriber, together with the date each licence was activated or de-activated.

3. Standing commercial terms

The following apply to every subscription and are not varied on registration:

SUBSCRIPTION FEE

R349.00 per Named User per month, excluding value-added tax, subject to adjustment in terms of clause 5.5.

BILLING

Monthly in advance, by debit order through Virta's payment processor, on the collection date recorded in the Subscription Record or the preceding Working Day.

PRO RATA

The first partial month and any additional Named User are charged pro rata. Reductions take effect from the first day of the following calendar month.

UNPAID INSTRUCTION CHARGE

R50.00 per unpaid, reversed or disputed debit order instruction.

CURRENCY

South African Rand. All amounts exclude value-added tax unless stated otherwise.

4. Virta contact details

DOMICILIUM

100 Waverley Street, Waverley, Bloemfontein, Free State, 9301

NOTICE AND ACCOUNTS

accounts@virta.co.za

SUPPORT

support@virta.co.za

The debit order mandate is completed and authorised by the Subscriber directly with Virta's payment processor and forms part of this Agreement once authorised. Virta does not request, receive or store any banking password, PIN or online-banking credential.

ANNEXURE B — OPERATOR TERMS (POPIA)

Applies to all personal information processed by Virta on the Subscriber's behalf

- B1 Roles.** The Subscriber is the responsible party. Virta is the operator and processes personal information only with the knowledge and authorisation of the Subscriber, and only for the purposes recorded in B2 or as otherwise instructed by the Subscriber in writing or required by law.
- B2 Nature and purpose of processing.** Hosting, storage, organisation, retrieval, calculation, generation of documents, transmission of communications and provision of support, in each case for the purpose of enabling the Subscriber to render practice management, accounting, tax and compliance services to its clients. Processing continues for the duration of the Agreement and the export period in clause 7.5.
- B3 Categories of data subjects.** The Subscriber's personnel and Named Users; the Subscriber's clients; the directors, members, shareholders, trustees, beneficiaries and beneficial owners of those clients; employees of those clients where payroll functionality is used; and third parties appearing in records loaded by the Subscriber.
- B4 Categories of personal information.** Names and identifiers; identity, passport and registration numbers; contact details and addresses; income tax, VAT and PAYE reference numbers; banking details; remuneration and payroll information; financial and accounting records; correspondence; and documents uploaded by the Subscriber. Special personal information and the personal information of children should not be loaded onto the Platform except where necessary for the Subscriber's lawful purposes.
- B5 Security safeguards.** Virta implements the measures described in clause 10 and maintains them having regard to generally accepted information security practices, in compliance with sections 19 to 21 of POPIA. Access by Virta personnel is limited to those who require it to provide or support the Platform, and is subject to written confidentiality obligations.
- B6 Confidentiality and non-disclosure.** Virta treats all personal information as confidential and will not disclose it to any third party unless required by law or authorised in writing by the Subscriber.
- B7 Security compromise.** Where Virta has reasonable grounds to believe that personal information of the Subscriber or its clients has been accessed or acquired by an unauthorised person, Virta will notify the Subscriber without undue delay and in any event within 72 hours of becoming aware, and will provide sufficient information to enable the Subscriber to comply with section 22 of POPIA. The Subscriber, as responsible party, is responsible for any notification to the Information Regulator and to affected data subjects.
- B8 Data subject requests and regulator engagement.** Virta will not respond directly to a data subject request relating to Client Data, but will refer it to the Subscriber and provide reasonable assistance, at cost where the assistance is substantial, to enable the Subscriber to respond and to deal with any enquiry from the Information Regulator.
- B9 Sub-operators.** The Subscriber authorises Virta to appoint sub-operators, subject to written terms no less protective than these. The current sub-operators are:

SUB-OPERATOR	PURPOSE	PROCESSING LOCATION
Microsoft Azure	Cloud hosting, database, storage and backup of the production environment	South Africa North and the European Union
Microsoft Azure Application Insights	Diagnostic logging, exception capture and fault detection	South Africa North and the European Union
Netcash	Collection of Fees by debit order	South Africa
Twilio SendGrid	Delivery of transactional and outbound email	United States (see B11)
Anthropic	Automated drafting and document generation features	United States (see B11)

- B10 Virta will give the Subscriber not less than 30 days' written notice before appointing a new sub-operator that will process Client Data. If the Subscriber objects on reasonable grounds, the parties will discuss the objection in good faith, and failing agreement the Subscriber may terminate the affected part of the subscription without penalty.
- B11 **Trans-border processing.** Personal information is processed outside the Republic of South Africa as follows, in each case in compliance with section 72 of POPIA. Processing in the European Union is subject to the General Data Protection Regulation, being a law that upholds principles for the lawful processing of personal information substantially similar to those in POPIA. Processing by the sub-operators recorded above as processing in the United States is subject to binding written terms concluded between Virta and that sub-operator which impose conditions substantially similar to those in section 72(1)(a) of POPIA and which require the sub-operator to process the information only for the purposes recorded in B2.
- B12 **Use of data for model training.** Client Data submitted to the provider of artificial intelligence functionality is not used to train or improve that provider's generally available models. Virta holds contractual assurance to that effect and will maintain equivalent assurance in respect of any replacement provider.
- B13 **Assurance and audit.** On reasonable written request, and not more than once in any 12-month period, Virta will provide the Subscriber with a summary of its security measures and of any independent assessment it holds. An on-site or third-party audit may be conducted on reasonable notice, at the Subscriber's cost, subject to confidentiality undertakings and to it not disrupting Virta's operations or affecting other subscribers.
- B14 **Return and deletion.** On termination Virta will, subject to clause 7.6 and to the export period in clause 7.5, delete or return personal information processed on the Subscriber's behalf, and will confirm deletion in writing on request.

ANNEXURE C — SUPPORT AND SERVICE LEVELS

1. Availability target

Virta targets availability of the production environment of **99.0%** measured monthly, excluding the exclusions in clause 11.1 and scheduled maintenance. Scheduled maintenance is undertaken outside 08:00 to 17:00 on Working Days wherever practicable, and Virta will give at least 24 hours’ notice of maintenance expected to cause an interruption.

2. Support channels and hours

CHANNELS

Email to support@virta.co.za and the in-application support form

SUPPORT HOURS

08:00 to 17:00 on Working Days (South African Standard Time)

ESCALATION

Written request to jschutte@virta.co.za, which is directed to a director of Virta

LANGUAGE

English or Afrikaans

3. Response targets

PRIORITY	DESCRIPTION	TARGET FIRST RESPONSE
P1 — Critical	Platform unavailable, or a core module unusable for all Named Users, with no workaround	2 Support hours
P2 — High	Significant feature unusable, or a statutory deadline at risk, with no reasonable workaround	8 Support hours
P3 — Normal	Feature behaves incorrectly but a workaround exists	2 Working Days
P4 — Low	Question, guidance request, cosmetic issue or enhancement request	5 Working Days

Response targets relate to the time within which Virta will respond and begin work, not to the time within which a matter will be resolved. Priority is assigned by Virta acting reasonably. Support does not include accounting, tax or professional advice, data capture, the correction of data errors made by the Subscriber, or

training beyond the onboarding scope recorded in the Subscription Record; such work may be quoted separately.

4. Data export

The Subscriber may export its client, job and document data at any time using the export functions on the Platform, and during the 30-day period after termination contemplated in clause 7.5.

ANNEXURE D — ACCEPTABLE USE

- D1 The Subscriber and its Named Users must not use the Platform to store, process or transmit any content which is unlawful, which infringes the rights of a third party, or which contains malicious code.
- D2 The messaging and outbound email functionality of the Platform may be used only for legitimate communication with the Subscriber's own clients, prospects and personnel. Any direct marketing sent using the Platform must comply with section 69 of POPIA and with the Consumer Protection Act 68 of 2008, including in respect of consent and opt-out. The Subscriber is the sender of all such communications and is responsible for their content.
- D3 Automated drafting and other artificial-intelligence features are subject to fair use. Where usage materially exceeds normal practice usage, Virta may engage with the Subscriber and, failing agreement, apply reasonable rate limits on notice.
- D4 The Subscriber must not use the Platform in a way that impairs its performance or the experience of other subscribers, including by excessive automated querying or bulk uploads outside published limits.
- D5 Access credentials are personal to each Named User and may not be shared, sold or transferred. Virta may audit Named User counts and, where the licensed number is exceeded, invoice for the excess with retrospective effect from the date the excess arose.
- D6 Virta may investigate any suspected breach of this Annexure and may suspend the access of an individual Named User pending investigation, on notice to the Subscriber.

End of Subscription Terms. Annexures B to D form part of this Agreement.