root

Root Services Agreement

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A: General

1. These Terms

This Root Services Agreement is addressed to clients of Root and their insurance business in South Africa (**you** or the **Client**) and contains the terms and conditions of the legal agreement between Root (**Root**, or **we**) and the Client governing your use of the Root Services, the Root IP and generally your relationship with Root. If you are using or intending to use the Root Insurance Platform for your insurance business outside of South Africa, these terms do not apply to you. Please contact Root for terms applicable to you.

You may accept these Terms by formal signature of these Terms or any other document incorporating these Terms by reference or any form of electronic communication allowed by Root. You may not use the Root Services unless you have accepted these Terms. You will be deemed to have accepted these Terms prior to making use of the Root Services .

You and the person representing you (**Representative**) individually affirm to Root that the Representative is authorised to bind you to these Terms. We may require you or the Representative to prove this authority.

To help you navigate these Terms:

> **Section A** sets out the general terms of this Agreement, including definitions used throughout.
> **Section B** sets out the terms relating to your use of the Root Insurance Services.
> **Section C** sets out our rights and obligations relating to data privacy, protection and security.
> **Section D** sets out the applicable legal provisions, including our liability under these Terms.

To streamline our engagement, the commercial details of our relationship will be documented and agreed in one or more Service Orders. Service Orders will supplement and must be read together with these Terms. Where there is any conflict between the Service Order and these Terms, the Service Order will take precedence , but only to the extent of the conflict.

2. Definitions

Various phrases will be defined throughout these Terms in addition to the following:

Add-on means an Application or a third party integration that provides additional features, functionality, or services that is accessible on the Root Insurance Platform.

Affiliate means any entity which directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.

Agreement or **Terms** means the terms and conditions of this Root Services Agreement.

Application means any software application which is complementary to, but remains separate from, the Root Insurance Platform.

Control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Client Data means information that describes your, your User's or your End User's business and its operations, your products or services and transactions with your, your User's or your End User's customers processed on the Root Insurance Platform.

Data means all Personal Data, Client Data and Platform Data.

Data Controller means the party who determines the manner in which and the purposes for which Data are to be collected.

Data Processor means the party who processes the Data on behalf of the Data Controller.

Documentation means resources and documentation that we make available to you from time to time, including on or through the Root Dashboard or our website, and the Root Insurance API documentation.

End User means any user of your Applications or any Add-on you make use of on the Root Insurance Platform, including Policyholders where applicable.

Fees means all of the fees payable by the Client in return for Root Services as stipulated in a Service Order.

Personal Data means personally identifiable information as such term or derivative of such term is defined in applicable data privacy laws, including the Protection of Personal Information Act, 4 of 2013.

Platform Data means details of the transactions executed over the Root Insurance Platform, aggregated or anonymized information generated from Data, and any other information created by or originating from your use of Root IP.

Product Module means each insurance product identifiable by a unique product module key and which is set up and configured to be sold and managed on the Root Insurance Platform.

Policyholder means the holder of any insurance policy issued under a Product Module and managed on the Root Insurance Platform.

Professional Services means services provided by Root to you or any User over and above the general support services and for which Root will invoice you or the User as agreed in a Service Order, including all initial discovery, implementation, integration and product launch support as specified in a Service Order.

Root means XI Platform (Pty) Ltd, incorporated and registered in the Republic of South Africa with registration number 2017/447892/07 whose registered office is Unit A, 4th Floor, Hill House, 43 Somerset Road, Green Point, Cape Town, 8005, and its Affiliates involved in providing a Root Service.

Root Dashboard means the interface through which you access the Root Insurance Platform and manage your Root account.

Root Insurance API means the application programming interfaces developed by Root and through which the Root Insurance Platform is accessed by other software, systems or platforms.

Root Insurance Platform means the insurance operating system developed by or on behalf of Root.

Root Insurance Services means the functionality of the Root Insurance Platform, accessed via the Root Insurance API and Root Dashboard, which includes:
> (a) Root Tooling functionality;
> (b) the ability to build and integrate Applications; and
> (c) to access and integrate Add-Ons.

Root IP means all rights, title and interest (whether those rights, title or interest happen to be registered or not, and wherever in the world those rights, title or interest may exist) in the patents, copyrights (including in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets and other intellectual property embodied by or contained in the Root Insurance API, Root Insurance Services, Root Insurance Platform, Root Dashboard and Documentation.

Root Services means the Root Insurance Services and any Professional Services.

Root Tooling means the tooling made available to Root's clients to build Product Modules and to sell and manage insurance policies on the Root Insurance Platform.

Service Levels means the service levels which Root commits to provide to you.

Service Order means a written order by you for Root Services, signed by both Parties and setting out the commercial details and other nuances of the relationship.

Users means any person or entity who gains access to the Root Insurance Platform as a result of the Client granting such access in accordance with these Terms.

3. Your Root account

In order to access the Root Insurance Platform via the Root Dashboard or directly via the Root Insurance API and make use of the Root Insurance Services, you will require an account with Root.

You must provide accurate and complete account login details every time you access the Root Insurance Platform. You are responsible for the security of your login details and for any use of your account. If you become aware of any unauthorized use of your login details or of your account, you agree to notify Root immediately.

Root is continuously working to improve functionality and features accessible on the Root Insurance Platform. Although we work closely with all of our clients to build and deliver these enhancements, we cannot guarantee their delivery or their delivery in any particular time frame. As a result, you are agreeing to these Terms based on the Root Insurance Platform as it exists on the date of your agreement to these Terms and your agreement is not contingent on the delivery of any such future enhancements.

4. Applicable laws and restrictions

a. Applicable laws

Your use of the Root Services must comply with all applicable international and domestic laws, regulations and ordinances. This may include, but is not necessarily limited to, any applicable laws relating to the export of data, the provision of financial services, consumer protection and privacy.

b. Restrictions

You agree not to and not to allow others to:
   i)   access (or attempt to access) the Root Insurance Platform by any means other than through the Root Dashboard or via the Root Insurance API using a validly created API key;
   ii)   access (or attempt to access) any Root systems, programs, data or services that are not made available to you or which are not otherwise publicly available;
   iii) copy, reproduce, republish, upload, post, transmit, reverse engineer, resell or distribute (or attempt to do so) in any way, any data, content or any part of the Root IP;
   iv)   transfer any of your rights under these Terms;
   v)   work around any of the technical limitations of the Root Insurance Platform or the Root Insurance Services or enable functionality that is disabled or prohibited;

vi) engage in any activity that interferes with or disrupts the Root Insurance Platform or the Root Insurance Services (or any connected servers or networks); or

vii) attempt to disable or circumvent any security mechanisms used by the Root Insurance Platform or any Applications.

5. Your responsibilities

a. Users and End Users

You are solely responsible for your relationship with your Users and End Users and Root is in no way responsible for any of the products or services you provide to any User or End User, nor any resulting losses or damages. You agree that you are solely responsible for the nature and quality of the products or services you provide, and for their delivery and support. You are further ultimately responsible for any losses you incur due to erroneous or fraudulent transactions concluded by any User or End User in connection with your or their use of the Root Services.

You acknowledge that you are solely responsible for any Product Modules or Applications that you create and for the behaviour of all Users and End Users on the Root Insurance Platform. You agree that Root has no responsibility to you or to any third party for any Application or Product Module you create and for the consequences of your or any User or End User's actions.

b. Notice and take down rights

You agree to set up a process to respond to notices of alleged infringement of applicable South African financial sector regulations (**Regulatory Notices**). It is Root's policy to respond to Regulatory Notices by terminating access to the Root Insurance Platform.

Root reserves the right (but shall have no obligation) to remove from the Root Insurance Platform any or all Product Modules or Applications which, Root has, in its sole discretion determined: (i) may violate these Terms, a Service Order or any other agreement between us; (ii) are unauthorised, fraudulent or illegal; (iii) may be potentially damaging to Root's brand or reputation; or (iv) expose Root to unacceptable risks. Root will first request that you alter or remove such Product Modules or Applications and you agree to immediately alter or take down any such Applications or Product Modules. In the event that you elect not to comply with such a request from Root, we reserve the right to take down or disable such Product Module or Application and/or suspend your or any of your End User and User's rights to the Root Insurance Services.

You agree to immediately notify Root should you become aware of any violations by any End User or User and you agree to immediately terminate such User or End User's access to the Root Insurance Platform.

6. Fees and expenses

You will pay all Fees against invoices issued by Root in accordance with any applicable Service Order.

All expenses incurred by Root:

i.   in relation to the collection of insurance premiums (including debit order fees and other bank charges);
ii.   in relation to communications with Policyholders (automated, written communications, including the costs of SMS communications); and
iii.   any other costs or expenses which you and Root agree may be recovered by Root in respect of the Root Services;

will be included in Root's invoices as a separate, itemized line item. Root will, within 7 days of your written request, provide you with documentary evidence of any such expenses.

If you wish Root to invoice the Fees to a different entity, we may agree to do so provided that you remain bound by these Terms and liable for the payment in full of all Fees invoiced pursuant to the Terms until paid by you or your nominated entity. Fees are due within the period stipulated in each invoice and you agree to make all payments to Root in terms of this Agreement, without set-off or deduction of any kind, into Root's bank account, the details of which will be set out on each invoice. You are responsible for providing complete, accurate and valid contact information to Root and notifying Root of any changes to such information.

If any amounts invoiced hereunder are not received by the due date, then: (i) such charges may accrue late interest at the prime rate of interest applied to the outstanding balance, capitalised monthly, from the date such payment was due until the date paid; and (ii) Root may, without limiting its other rights and remedies, suspend the Root Services until such amounts are paid in full. Any outstanding balance becomes immediately due and payable upon suspension or termination of the Root Services for any reason.

You are responsible for paying all reasonable expenses and attorneys' fees that Root incurs collecting any Fee or other amount due, but unpaid, under these Terms.

Unless otherwise stated, our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any national, provincial, local or or foreign jurisdiction (collectively, **Taxes**). You are responsible for paying all Taxes associated with your purchase of any Root Services. If Root has the legal obligation to pay or collect Taxes for which you are responsible, the appropriate amount shall be invoiced to and paid by you, unless you provide Root with a valid tax exemption certificate authorized by the appropriate taxing authority.

Root is solely responsible for taxes assessed against it based on its income, property and employees.

7.   **Root support**

Root will provide you with support to resolve general issues relating to your Root account and your use of the Root Insurance Services. This includes providing you with Documentation and regular updates to the Documentation which is the most efficient way for you to resolve any issue. If you still have questions after reviewing the Documentation or the relevant Documentation is not available, you can also contact Root's helpdesk for additional information and support.

You are solely responsible for providing support to your End Users and Users. Root shall provide a certain level of support to Users as set out in any Service Order and any support provided over and above this will only be provided to Users under a separate agreement for Professional Services concluded with you or such User.

8. Service levels

Root commits to doing everything reasonably necessary to achieve a 100% core functionality uptime availability level. This target of 100% core availability uptime is impossible to achieve and, as a result, we will communicate any downtime as soon as possible and try to resolve any incident as a matter of priority.

Incidents will be categorised, reported and resolved by Root in line with the problem severity definitions and response time frames below:

Severity level of incident	Definition of severity	Acknowledgement	Resolution time (from acknowledgement)
High Priority	The Root Insurance Platform or any core functionality of the Root Insurance Platform is practically unusable.	Within 2 hours (all hours)	4 hours
Medium Priority	The use of the Root Insurance Platform is materially impaired or degraded, but all business critical core functionality is practically usable.	Within 4 hours (Office Hours)	24 hours
Low Priority	Other queries, questions or requests.	Within 24 hours (Office Hours)	72 hours or another time frame indicated by Root in writing.
"Office Hours" means the hours of 09H00 to 17h00 SAST, excluding weekends and public holidays.			

9. Termination

a. Term

These Terms continue in full force and effect until terminated in accordance with the following provisions.

In addition to the rights reserved to terminate the provision of Root Services for whatever reason set out in other parts of this Agreement, each of us may terminate these Terms for any reason or no reason, with not less than 90 days written notice to the other party, provided that such termination will not be possible while a Service Order is still in effect.

Each of us may terminate these Terms and any Service Order still in effect by giving 30 days written notice to the other party if either party:

    i.   commences winding up or business rescue proceedings;
    ii.   is placed in final or provisional liquidation, whether voluntary or involuntary (or analogous proceedings in its jurisdiction); or
    iii.   ceases to carry on business;

and each of us undertakes to promptly notify the other party in the event of any one of these occurrences.

If either of us breaches any material provision or term of this Agreement (other than those which contain their own remedies or limit the remedies in the event of a breach thereof) and fails to remedy such breach within 14 days of receipt of written notice requiring it to do so then the aggrieved party shall be entitled without notice, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved party's right to claim damages.

    b. Consequences of termination

Upon termination of these Terms:
    i.   all rights and licenses granted to you under these Terms will end;
    ii.   Root will delete all of your Client Data, Personal Data of which you are the data controller, Product Modules and Application code stored on our servers within 60 days of termination; and
    iii.   you remain liable for all outstanding payment obligations.

You have a right to all of your Client Data, Product Modules and Application code stored on our servers on termination of a Service Order or this Agreement, as the case may be. You are solely responsible for exporting these from the Root Insurance Platform prior to termination for any reason, provided that if we terminate this Agreement or any Service Order, we will provide you with a reasonable opportunity, as well as the reasonable support, to do so.

Termination of a Service Order will not automatically lead to termination of this Agreement.

Upon any termination of this Agreement, Section A (4)(a) (Applicable laws), 4(b) (Restrictions), 5(a) (Users and End Users), 9(a) (Consequences of termination), Section B 2 (Intellectual property rights), 3(b) (Removal of trademarks), Section C (Data privacy, protection and

security) and Section D 1 (Indemnity), 3 (Limitation of liability), 4 (General), shall continue to be effective after such termination.

B: Root Insurance Platform and the Root Services

1. **Root Insurance API and Root Dashboard**

   As a Client, Root gives you access to the Root Insurance API and Root Dashboard in order to access the Root Insurance Services. You agree to use the Root Insurance API only as described in the Documentation or as otherwise communicated to you by Root and solely to make use of the Root Insurance Services.

   Root is constantly innovating in order to provide the best possible experience for its clients. You acknowledge and agree that the form and nature of the Root Insurance API or the Root Insurance Services may change from time to time without prior notice to you. Changes to the form and nature of the Root Insurance API or the Root Insurance Services will be effective with respect to all versions of the Root Insurance API and Root Insurance Services and all related Documentation will be updated. We will notify you in the event of material changes, deprecations or removal of functionality to ensure minimal interruption.

2. **Intellectual property rights**

   You acknowledge and agree that Root (or, where Root licenses intellectual property, then Root's licensors) owns all legal right, title or interest in and to the Root IP or any copies thereof. All rights in Root IP not expressly granted to you under these Terms are reserved.

   You acknowledge and agree that you will not acquire any rights to any Product Modules or Applications proprietary to third parties, other than such rights that have been specifically granted to you by Root or such third party.

   You may not and shall not attempt to: (i) claim or register ownership of any Root IP on your own behalf or on behalf of others; (ii) sub-licence any rights to use or access any Root IP granted to you under these Terms; or (iii) use any Root IP in violation of these Terms or any laws.

   You may choose to or we may invite you to submit comments or ideas about the Root Insurance API, the Root Insurance Platform or the Root Services, including suggestions to improve these or our products (**Ideas**). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Root or its Affiliates under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

By creating and hosting an Application or Product Module on the Root Insurance Platform you give Root a worldwide, non-exclusive right to access and use such Application or Product Module for the sole purpose of enabling Root to provide the Root Services to you. In all other circumstances, Root acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any of your Product Modules or Applications that you create on, or through, the Root Services, including any intellectual property rights which subsist in those Product Modules and Applications (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You are responsible for protecting and enforcing those rights and acknowledge that Root has no obligation to do so on your behalf.

3. Trademarks

a. Use of trademarks

Root hereby grants you a limited, non-exclusive, royalty-free, non-transferable license, with no right to sub-license, to display the Root trade name, trademarks, service marks, domain names, logos and other distinctive brand features (**Root Marks**) for the sole purpose of promoting or advertising that you use the Root Services and solely in accordance with the then current Trademark Usage Guidelines for Root, which may be found at https://root.co.za/about#press. You agree that all goodwill generated through your use of the Root Marks shall inure to the benefit of Root and/or its Affiliates.

You hereby grant Root a limited, non-exclusive, royalty-free, non-transferable license, with no right to sub-license, to display your trade name, trademarks, service marks, domain names, logos and other distinctive brand features (**Client Marks**) in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website) for the sole purpose of advertising or publicizing you as a client of Root and in accordance with your trademark usage guidelines.

b. Removal of trademarks

Upon termination of these Terms, both of us agree to remove any public references to our relationship from our respective websites and other materials.

4. Access rights

Root gives you a personal, non-transferable, non-assignable and non-exclusive right to electronically access the Root Insurance Platform to make use of the Root Insurance Services. This right of access is restricted to your activities in the territory of the Republic of South Africa and is for the sole purpose of enabling you to use and enjoy the benefit of the Root Insurance Services in that territory, as provided by Root, in the manner permitted by the Terms.

5. **Add-ons**

   Root may make Add-ons available through the Root Insurance Services from time to time. If you choose to use Add-ons, your use is subject to these Terms and payment of any applicable additional Fees to be agreed if not stipulated in a Service Order.

   You hereby acknowledge that for each third party Add-on you subscribe to or purchase through the Root Insurance Services, you will conclude a separate binding agreement with the third party licensor of that Add-on (the **Add-on Provider**) and Root is not a party to such agreement. Where Root provides the Add-on, these Terms will govern your use of such Add-on and any additional terms Root may require you to agree to prior to making use of such Add-on.

   The Add-on Provider of each Add-on is solely responsible for that Add-on, the content therein and the privacy and security of any of your data processed by the Add-on, and any claims that you or any other party may have relating to that Add-on or your use of that Add-on. You acknowledge that you are purchasing the license to each Add-on from the Add-on Provider of that Add-on; Root is acting as agent for the Add-on Provider in providing each such Add-on to you; Root is not a party to the license between you and the Add-on Provider with respect to that Add-on; and Root is not responsible for that Add-on, the content therein, the privacy and security of any of your data processed by the Add-on, or any claims that you or any other party may have relating to that Add-on or your use of that Add-on. You acknowledge and agree that Root will have the right as agent of the Add-on Provider (and will be deemed to have accepted the right as agent) to enforce the Add-on Provider's rights against you in terms of its license.

   By subscribing to or purchasing an Add-on from an Add-on Provider, you grant Root permission to share your information and Client Data with the Add-on Provider as necessary in order to provide you with the Add-on.

   The license granted to you to use any Add-on is personal to you, and is not sublicensable. You may not provide or resell Add-ons to others.

6. **Professional Services**

   Should you or any User wish to engage Root to provide Professional Services, please contact Root and we may either directly or indirectly provide such Professional Services to you in agreed timeframes and in accordance with the Fees agreed in the relevant Service Order.

7. **Beta services**

   From time to time Root may invite you to try, at no charge, new, experimental services that are not generally available to Root clients (**Beta Services**). You may accept or decline any such trial at your sole discretion. Any Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a

description of similar import. Beta Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Services are not considered "Root Services", are provided "AS IS" with no express or implied warranty but are otherwise used subject to these Terms. Root may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

C: Data privacy, protection and security

Protecting information processed on or through your use of the Root Insurance Platform is one of Root's top priorities. Each of us have respective obligations insofar as protecting this data is concerned and this section sets them out.

1. **Use of Data**

Root processes, analyses and manages Data to (i) deliver the Root Services to you; and (ii) analyse, develop and improve our products, systems, tools and infrastructure. We will share Data with third-party service providers in order to provide the Root Services.

2. **Data protection and privacy**

Each of us shall, at our own expense, ensure that we comply with and assist each other to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications. You affirm that you have or will obtain all necessary consents under applicable laws to disclose Personal Data to Root and allow Root to process such Personal Data.

Root acts as a Data Controller in very limited circumstances, in respect of your Personal Data, where we determine the purpose and manner in which such data is processed. We have a [Privacy Notice](#) that must be read together with these Terms. You can access it here. It sets out in greater detail what you can expect from us when we act as a Data Controller.

You are the Data Controller and we are the Data Processor in relation to Personal Data processed by Root as a result of your use of the Root Services in circumstances where you otherwise determine the purpose and manner in which such data is processed. We undertake to conclude a separate Data Processing Agreement with you, which will set out in greater detail our respective obligations as Data Collector and Data Processor.

To the extent that we act as a Data Processor of Personal Data, we will only process such Personal Data in accordance with these Terms and lawful instructions reasonably given by you to Root from time to time (whether under a Data Processing Agreement or otherwise), and we will employ appropriate technical and organisational measures to protect such Personal Data. Root will not be liable for any claim brought by a data subject arising from any action or omission by it to the extent that such action or omission resulted from your instructions.

You acknowledge that Root will process Personal Data in South Africa as owner of the Root Insurance Platform for the purposes of hosting, maintaining and operating the Root Insurance Platform. It may become necessary for Root to process Personal Data in a jurisdiction other than South Africa. In the event that we do so, we undertake to (i) provide you with reasonable notice of this transfer and (ii) ensure that it is a jurisdiction where similar data protection laws are in force. It is then your responsibility to comply with the data protection laws of the new jurisdiction as well as all applicable requirements relating to the transfer of Personal Data to such jurisdiction, and the processing by Root in order to carry out its obligations under these Terms.

3. Confidentiality

Root will only use Client Data as permitted by these Terms, by other agreements in force between us, or as otherwise authorised by you. Root will use reasonable care not to disclose any Client Data to others and will use Client Data only for your benefit. This obligation will not apply to information that is or becomes publicly known through no fault of Root. Nevertheless, and provided the requisite confidentiality undertakings are in place, Root may disclose relevant Client Data to its employees, consultants and professional advisors on a need to know basis or to third parties if this is required for Root to fulfill its duties in law.

Unless Root indicates otherwise in writing, you will use reasonable care not to disclose to others information that you may acquire relating to any portion of Root's business or financial affairs, our projects, transactions, clients or customers. You will (i) protect all Data you receive through your use of any part of the Root IP; (ii) not disclose or distribute any such Data; (iii) use such Data in conjunction with the Root Services only or as otherwise permitted under these Terms or any other agreement in force between us. This obligation will not apply to information that is or becomes publicly known through no fault of your own.

4. External data and other services

The Root Insurance Services may enable links to external data, services or resources. Root may have no control over any of these external data, service or resources which are provided by companies or persons other than Root.

You acknowledge and agree that Root is not responsible for the availability of any such external data, services or resources, and does not endorse any advertising, products or other materials in relation to these external data, services or resources.

You acknowledge and agree that Root is not liable for (and indemnify Root from) any loss or damage which may be incurred by you, any Users or any End Users as a result of the availability of those external data, services or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials relating to such data, services or resources.

5. Security

Root bears responsibility for protecting the Data in our possession and will maintain commercially reasonable administrative, technical, and physical safeguards to protect Client Data and Personal Data stored in our servers from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable laws when we handle Client Data and Personal Data.

No security system is impenetrable and we cannot guarantee that unauthorized parties will never be able to defeat our security measures or misuse Data in our possession. You provide Root Client Data and Personal Data on this understanding and agree to implement your own security controls to meet your specific requirements.

D: Legal Terms

1. **Indemnity**

You hereby indemnify, hold harmless and shall defend Root against any claim, demand, suit, penalty, fine or proceeding made or brought against Root by a third party arising from or in any way related to: (i) your breach of the Terms; (ii) your use of the Root Services or access to the Root Insurance Platform; (iii) your violation of applicable laws, rules or regulations in connection with the Root Services or the Root Insurance Platform; (iv) your Application/s or Product Modules; (v) negligent or wilful misconduct of your employees, contractors or agents; or (vi) contractual or other relationships between you and any User or End user; (**Claim Against Root**), and shall further indemnify Root for any damages, legal fees and costs finally awarded against Root as a result of, and for amounts paid by Root under a settlement, of a Claim Against Root; provided that Root: (i) promptly gives you written notice of the Claim Against Root; (ii) gives you some control of the defense and settlement of the Claim Against Root (provided that you may not settle or defend any Claim Against Root unless it unconditionally releases Root of all liability); and (iii) provides to you all reasonable assistance, at your expense.

Root shall defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of the Root Services or access to the Root Insurance Platform as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a **Claim Against You**), and shall indemnify you for any damages, legal fees and costs finally awarded against you as a result of, and for amounts paid by you under a settlement of, a Claim Against You; provided that you: (i) promptly give Root written notice of the Claim Against You; (ii) give Root some control of the defense and settlement of the Claim Against You (provided that Root may not settle or defend any Claim Against You unless it unconditionally releases you of all liability); and (iii) provide to Root all reasonable assistance, at Root's expense. In the event of a Claim Against You, or if Root reasonably believes that your use of Root Services or access to the Root Insurance Platform may infringe or misappropriate the intellectual property rights of a third party, Root may in its discretion and at no cost to you: (i) modify the Root Services or the Root Insurance Platform so that they no longer so infringe or misappropriate; (ii) obtain a license from such third party for your continued use of the Root Services or access to the Root Insurance Platform in accordance with this Agreement; or (iii) terminate this Agreement or any Service Order upon 30 days' written notice.

2. Warranties

Root represents and warrants that it has validly entered into these Terms and has the legal power to do so. Root, its Affiliates, and its licensors make no express warranties and disclaim all implied warranties regarding the Root Services and the Root Insurance Platform, including implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, Root, its Affiliates and its licensors do not represent or warrant to you that: (i) your use of the Root Services or the Root Insurance Platform will meet your requirements; (ii) your use of the Root Services or the Root Insurance Platform will be uninterrupted, timely, secure or free from error; and (iii) usage data provided through the Root Services will be accurate.

You represent and warrant that: (i) you are eligible to use the Root Services; (ii) you have the authority to execute and perform the obligations required by these Terms; (iii) any information you provide Root about your business, products, or services, is accurate and complete; (iv) you will comply with all laws applicable to your business and use of the Root Services; (v) your employees, contractors, and agents will at all times act consistently with these Terms; and (vi) you will not use the Root Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Root Insurance Platform or the Root Services.

3. Limitation of liability

Except in relation to: (i) a breach of any provisions relating to the Root IP under Section A 4(b)(iii) (Restrictions) or Section B 2 (Intellectual Property Rights) ; or (ii) your obligation to pay Fees; neither party's liability with respect to any costs, loss liability, damage, penalty or expenses or as a result of or pertaining to any claim, interdict, proceedings or other legal process arising out of or related to these Terms (whether in contract or delict or under any other theory of liability) (**Claims**) shall exceed (in aggregate for all Claims) the Fees paid by you to Root in the 12 months preceding the incident. The foregoing shall not limit your payment obligations in respect of the Fees.

Neither party (nor a party's subsidiaries and Affiliates) shall be liable to the other party for any indirect, incidental, special consequential or exemplary damages which may be incurred by the other party, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

These limitations on liability shall apply whether or not either party has been advised of or should have been aware of the possibility of any such losses arising.

4. General

Right to amend. Root has the right to change or add to these Terms at any time, solely with prospective effect, by posting such amended Terms on our website. We will provide you with notice of such changes and these changes will come into effect from the date specified in such notice. The date on which these Terms were last updated appears on the first page.

Whole agreement. The Terms as supplemented by Service Orders, constitute the whole legal agreement between you and Root governing your use of Root IP (but excluding any services which Root may provide to you under a separate written agreement), and completely replace any prior agreements between you and Root in relation to the Root IP. To the extent of any conflict or inconsistency between the provisions in the body of the Terms and any Service Order, the terms of such Service Order shall prevail. If any provision or portion of these Terms is held to be invalid or unenforceable under any applicable law, then such provision shall be severed from these Terms and all remaining provisions will continue in full force and effect.

No agency. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.

Notices. You agree that Root may provide you with notices relating to your access to the Root Insurance Platform, use of the Root Services or other notices we are required to provide to you by regular mail or email to the addresses provided in a Service Order or via notices over the Root Dashboard. You agree to receive notices via email or via the Root Dashboard in lieu of communication by postal mail. Any such notices will have been deemed to have been received by you within 48 hours of the time of posting or emailing the notice. Root chooses the addresses, both physical and email, set out in the most recent Service Order as its address for the purposes of receiving notices from you under these Terms.

No waiver. You agree that if either of us do not exercise or enforce any legal right or remedy which is contained in the Terms (or which either of us has the benefit of under any applicable law), this will not be taken to be a formal waiver of either of our rights and that those rights or remedies will still be available to each of usg.

Assignment. Neither of us may assign any of our rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either of us may assign the entirety of our rights and obligations under these Terms, without consent of the other party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement and/or any Service Order upon written notice to the assigning party.

Force majeure. Neither of us will be liable for any delays or nonperformance caused by telecommunications, utility, failures, or equipment failures; labour strife, riots, war, or terrorist attacks; nonperformance of vendors or suppliers; fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will excuse any liability or obligation to pay Fees under these Terms.

Governing law. The Terms, and your relationship with Root under the Terms, shall be governed by the laws of the Republic of South Africa. Subject to the "Dispute resolution" provision below, you and Root agree to submit to the exclusive jurisdiction of the High Court of South Africa (Western Cape Division, Cape Town) in respect of any litigation arising from the Terms.

Dispute resolution. Any dispute, controversy, or claim arising out of or relating to these Terms, including the formation, interpretation, breach or termination thereof, will be referred to and finally determined by arbitration in accordance with the UNCITRAL rules of arbitration. There will be one arbitrator, the place of arbitration will be Cape Town, South Africa and the proceedings will be held in English. The parties will maintain the confidential nature of the arbitration proceedings, the hearing and any award made. Nothing in this provision shall prevent either party from approaching a court to seek urgent, interim relief.

Service of process. The parties choose the addresses, both physical and email, set out in the most recent Service Order as their addresses for the purposes of the service of legal process under these Terms.