



ESC

TELETRADE REGISTRATION FORM

Silocerts (Pty) Ltd.
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support@silocerts.co.za
www.silocerts.co.za

30 August 2021

ACCOUNT DETAILS

ESC Account Name:
ESC Account Number:
Nominated Cell:

Key Contact:
Contact Email:
Contact Number:

CONSENTS AND AUTHORISATIONS

The Applicant consents to Silocerts (Pty) Ltd (“ESC”) and its representatives monitoring, intercepting, recording and using all communications of whatever nature between the Applicant and Silocerts. The Applicant hereby authorises the relevant network operator to furnish Silocerts or its nominee with all cellular phone records as may be requested by Silocerts in respect of the Teletrade Service contemplated herein.

TERMS AND CONDITIONS

Note 2: Teletrade: refer Silocerts Terms of Use for Teletrade (Version 1.0.0 attached hereto)

The services set out herein are subject to Silocerts terms and conditions set out and referenced herein (“terms”) which terms and conditions are explicitly incorporated into and form an integral part of the agreement between Silocerts and the Applicant. I confirm I have read and understood this application form and the Terms. All information provided by me in this form is true and correct. If my application is accepted by Silocerts, I understand that I am bound by the application form read with the terms

SIGNATURE:

DATE:

Who warrants that he/she is authorised hereto

Silo Certificates (Proprietary) Limited:

Teletrade Terms of Use

The Participant wishes to action Electronic Silo Certificates via a mobile phone, using SMS ("Teletrade Service"). By registering to use the Teletrade Service and each time the Participant uses the Teletrade Service, the Participant agrees to be bound by the Terms which are an addendum to the main Participant Agreement to which this service is subject to.

1. **Registration.** Before being entitled to use Teletrade Services, the Participant must have completed the application form and have been accepted by Silocerts to use the Teletrade Service. Silocerts may refuse an application for registration for any reason whatever. Notwithstanding anything to the contrary herein contained, the Participant shall be liable for all transactions and all costs and charges arising out of the use by any person of the Teletrade Services whether or not such use is or has been authorised by the Participant.
2. An instruction to transfer or action an Electronic Silo Certificate/s will be given to a Silocerts call centre operator ("Operator"). When so prompted by the Operator, the Participant shall give the Operator such information as requested by the Operator ("initiate a transaction"). The Silocerts system will thereafter send an SMS to the Participant at its nominated cell phone number as set out on the application form confirming the details of the actions to be executed. The Participant shall thereafter be required to authorise the transaction by way of return SMS, **which may be premium rated to subsidise the cost of the service**, from the nominated cell phone number. On receipt by Silocerts of the return SMS, the Applicant is deemed to have authorised the transaction ("authorise a transaction").
 - a. The participant authorises Silocerts to give effect to any instructions which purport to emanate from the Participant's nominated cell phone number whether or not such instructions were sent or authorised by the Participant. An Operator shall have discretion to refuse to give effect to an instruction without having to give reasons therefore. Silocerts shall not be liable where an Operator exercises such discretion.
 - b. Silocerts reserves the right at any time to change or discontinue without notice, any aspect or feature of the Teletrade Service.
3. The Participant agrees that all information, instructions, consents and any other communications (collectively, "communications") which purport to originate from the Participant or a person who had authority to act on the Participant's behalf in respect of such communications or an information system programmed by or on the Participant's behalf to operate automatically (collectively "the Originator") and which are sent electronically and which may (as a result of interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the communication actually sent or given, or may not have been given by the Participant at all, shall be deemed to have been given by the Originator in the form actually received and the Participant will be bound by such communication with no liability of whatever nature attaching to Silocerts or any other third party in regard thereto. The Participant waives any rights the Participant may have or obtain against Silocerts arising directly or indirectly from any loss or damage of whatsoever nature which is caused by or attributable to Silocerts or any other third party acting on the Participant's communications or a communication purported to emanate from the Participant. The Participant hereby indemnify Silocerts against all and any claims, liabilities, losses, costs, fines, damages and expenses incurred (whether directly or indirectly) caused by or attributable to the aforesaid.
4. **Consents:** The Participant consents to Silocerts and/or its representatives monitoring, intercepting, recording and using as communications between the Participant and Silocerts. A recording purporting to be from the Participant shall be deemed prima facie to be made by the Participant and the submission of recordings shall be prima facie admissible and an accurate reflection of any instruction or communication.
5. **Notice:** The Participant chooses as the address for all purposes relating to the Terms as set out in the main Participant Agreement.

6. Limitation of Liability.

- a. Silocerts shall not be liable for any loss, liability, damage or expense of whatever nature which is caused by or attributable to the use of the Teletrade service, howsoever arising, including but not limited to the failure and/or unavailability of the Teletrade Service for any reason whatsoever, Participants failure to perform its obligations under these Terms; circumstances that constitute a force majeure event under clause 0 of these Terms, the unavailability of any telecommunication lines and/or infrastructure and/or the failure and/or unavailability for any reason whatsoever of any hardware, software programs, operating systems, applications, networks, telecommunication lines or any other computer system (or in any component thereof) and/or the non-availability for any reason whatsoever of any services and/or resources of any third party on whom Silocerts and/or the Participant relies (whether directly or indirectly) to carry out any obligations in terms of the Terms, the loss for any reason whatsoever including the theft thereof, of the Participants mobile phone; the inaccuracy of the information appearing on the mobile phone, the unavailability of the network coverage or of the Product mentioned, disputes between parties as to ownership of the Product; (iii) incorrect data being provided by Silo Operators or Participants or data communicated by Participants as to, inter alia, nature of the Products and/or ownership of the Products.
 - b. Silocerts shall not be liable for indirect, special or consequential damages, howsoever arising (including but not limited to loss of business, loss of data and/or loss of profits).
 - c. The Participant indemnifies and holds harmless Silocerts and its officers, employees and agents from all actual or contingent losses, liabilities, damages, costs (including legal costs on the scale as between attorney and own client and any additional legal costs) and expenses of any nature whatsoever which Silocerts may suffer or incur as a result of or in connection with the acts or omissions of the Participant.
 - d. Silocerts does not give any guarantees and/or undertakings in respect of the Teletrade Service, including as to the ownership, quality and quantity of the Products to which the Electronic Silo Certificates relate and so actioned. Silocerts does not warrant that the Participant's access to and use of the Teletrade Service will be free of interruptions, errors, technical inaccuracies, problems or other limitations, and that the Teletrade Service will be available outside or during normal working hours.
 - e. In the case of any claim against Silocerts it shall be a condition precedent to such claim that written notice of such claim shall be made to Silocerts as soon as possible and in no event more than thirty (30) days after the claim arose, and a claim in respect thereof shall be brought within one (1) year after the claim arose.
7. **Participant warranty.** The Participant warrants the legality and correctness of any instruction given by and that it is the lawful owner of any Electronic Silo Certificate transferred, or has authority to make such transfers via the Teletrade Service. The Participant shall at all times act in good faith and shall not allow any unauthorised party to use the Teletrade Service or have unauthorised access to information to which they are not entitled.
8. **Jurisdiction and Choice of Law:** These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. The Participant hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the Terms or any matter related to or in connection therewith.
9. **Force Majeure:** If either party ("Affected Party") is prevented or restricted from carrying out all or any of its obligations under the Terms by reason of any event constituting force majeure then that party shall be relieved of its obligations hereunder during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations under the Terms during such period, provided that if the force majeure event continues for a period longer than fourteen days, the unaffected party may cancel this agreement. An "event of force majeure" shall mean any event or circumstance which is not within the reasonable control of the affected party including the downtime and/or unavailability of any external telecommunications line and/or telecommunications facilities or infrastructure, power failure and the acts or omissions of any third party service providers.
10. **Assignment.** Silocerts shall be entitled to cede, assign and delegate all or any of its rights and obligations under these Terms to a third party.