

## ONLINE MONTH-END : EMPLOYER SERVICES

FUND NAME \_\_\_\_\_ EMPLOYER: \_\_\_\_\_

### TO BE COMPLETED BY THE APPLICANT – FIRST AUTHORISOR

MEMBER NO. \_\_\_\_\_ EMPLOYEE NO. \_\_\_\_\_

SURNAME \_\_\_\_\_ FIRST NAMES \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ IDENTITY NUMBER \_\_\_\_\_

RESIDENTIAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TEL NO. (\_\_\_\_\_) \_\_\_\_\_ CELL PHONE NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

I, the undersigned, pledge my adherence to the confidentiality of all passwords issued to me. I understand that my password will be unique, and all activities performed under my access code will be monitored.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DESIGNATION \_\_\_\_\_

### TO BE COMPLETED BY THE APPLICANT – SECOND AUTHORISOR (OPTIONAL)

MEMBER NO. \_\_\_\_\_ EMPLOYEE NO. \_\_\_\_\_

SURNAME \_\_\_\_\_ FIRST NAMES \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ IDENTITY NUMBER \_\_\_\_\_

RESIDENTIAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TEL NO. (\_\_\_\_\_) \_\_\_\_\_ CELL PHONE NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

I, the undersigned, pledge my adherence to the confidentiality of all passwords issued to me. I understand that my password will be unique, and all activities performed under my access code will be monitored.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DESIGNATION \_\_\_\_\_

**TO BE COMPLETED BY THE EMPLOYERS' CHIEF EXECUTIVE OFFICER OR MANAGING DIRECTOR**

I, the undersigned, confirm that 'Employer Level Access' (View all employees records) is essential in order for the applicant to perform the duties assigned to him/her. I hereby authorize this application and confirm that I have read the below **ONLINE MONTH-END (OME) APPLICATION TERMS AND CONDITIONS**.

FULL NAME (PLEASE PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DESIGNATION \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

WORK TEL NO. (\_\_\_\_\_) \_\_\_\_\_ CELL PHONE NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**NOTES**

- The information disclosed within this document will be treated as confidential and will only be used for the purpose for which it is intended in terms of applicable legislation. Verso Financial Services is committed to protecting and promoting the privacy of personal information of all data subjects as required by the Act; to give effect to the constitutional right to privacy; and to fulfil its obligations under the Act. As the privacy of our clients is important to us, we will use reasonable efforts to ensure that any personal information, (including special personal information), provided to us is processed in a secure manner. Verso Financial Services takes its responsibility seriously in respect of securing the integrity and confidentiality of all personal information in its possession or under its control and has taken appropriate and reasonable technical and organisational measures to prevent – loss of, damage to or unauthorised destruction of personal information; and unlawful collection, access to or processing of personal information. Please go to [www.verso.co.za](http://www.verso.co.za) to view our privacy policy statement.
- Your password is unique and should under no circumstances be given to any person.
- Your employer may revoke your password privileges at any time.
- The contents of our web pages are available for use under the conditions as listed in the disclaimer on the web site.

## **ONLINE MONTH-END (OME) APPLICATION TERMS AND CONDITIONS**

### **1 INTRODUCTION AND SCOPE**

1.1 Verso Financial Services Proprietary Limited ("Verso", "we" or "us") specialises in pension fund administration and provides such pension fund administration services to its clients (referred to as "members" in these Terms) through appointed trustees.

1.2 Verso has developed the **OME** application software and associated media known as the "Online Month-End by Verso Web Application" ("OME Application") to enable employers to view information, receive notifications, upload and update member information and carry out certain operations via web app and other devices.

1.3 These terms and conditions ("Terms") constitute a legally binding agreement between you ("member" or "you") and Verso for your use of the OME Web Application.

1.4 We licence use of the OME Web Application to you based on these Terms. The use of the OME Web Application is also subject to any rules or policies applied by any application store provider or operator ("Appstore Rules") from whose website you downloaded the OME WEB Application ("Appstore").

1.5 We do not sell the OME WEB Application to you under these Terms and we always remain the owner of the OME WEB Application.

### **2 MEANING OF WORDS AND PHRASES**

2.1 Specific meanings (definitions) have been given to some words and phrases in these Terms. These words and phrases start with a capital letter. The only defined words that do not always have a capital letter are the words 'you', 'your', 'we' and 'us'.

2.2 A full list of the defined words and phrases, and the meanings we have given them, is in paragraph 14.2. Sometimes the definitions of a word or phrase can also be found in a paragraph where we use the word or phrase. These words and phrases that have been defined will have the same meaning wherever they are used in these Terms.

### **3 HOW TO ACCESS THE OME WEB BY VERSO APPLICATION**

#### **3.1 Devices - Supported Browsers**

3.1.1 The OME Web app is accessible from any of the latest version of Chromium web browsers. The web app has been tested on Microsoft Edge and Google Chrome.

To access the OME WEB Application you must have a Device that is able to connect to the Internet.

3.1.2 The URL can be found on verso.co.za on the Employer Login menu button.

3.2 You will only be able to access the Services via the OME WEB Application.

---

## 4 ACCEPTANCES OF THE TERMS

4.1.1 You must agree to these Terms if you want to use the OME WEB Application and Services.

4.1.2 By accessing the OME WEB Application and clicking on the button next to the words "Agree" you agree to these Terms, and this will become a binding legal contract between you and us.

4.1.3 If you do not agree to these Terms, you must immediately stop using the OME WEB app. Please inform Verso immediately by sending an email to [online@verso.co.za](mailto:online@verso.co.za) and we will disable your access.

4.1.4 We may change the provisions of these Terms at any time by sending you an email with details of the change or notifying you of a change the next time you load the OME WEB Application. The new terms may be displayed on- screen and you may be required to read and accept them to continue your use of the Services.

## 5 HOW TO REGISTER

### 5.1 Registration and Verification

5.1.1 No self-registration is provided. To register please send an email to [online@verso.co.za](mailto:online@verso.co.za)

5.1.2 As part of the registration process, you will be required to provide FICA documents as part of the registration and verification process.

5.1.3 Once you have provided us with all registration information and agreed to these Terms, we will confirm your registration by sending you an email that will be sent to you to create an account. As an additional security measure, you will need to install Microsoft Authenticator or Google Authenticator. Two factor authentication is mandatory. A time sensitive code is used as part of the login process.

5.1.4 All information you give us must be truthful, accurate and complete. This also includes the information that we request you to provide in the registration process and at any time after that. Your registration can also be rejected if you fail to properly complete the registration process.

## 6 YOUR ACCOUNT

6.1 After you complete the registration process described in paragraph 5, we will create your account.

6.2 You will need to use your username, password and 2FA code in order to access your account and to use the Services.

6.3 Keeping your account secure and your password secret.

6.3.1 You must keep your password secret.

6.3.2 You are responsible for all use of your account, your password and 2FA code.

6.3.3 If you forget your password, or you want to change your password,

you can do so by logging on to the OME Web App at [www.verso.co.za](http://www.verso.co.za) and selecting Employer Login. Proceed by following the onscreen instructions.

6.3.4 Whenever a person uses the Services, or performs any other act, with your password or through your account, we will treat this as if it was done by you and with your approval.

6.3.5 You must take all reasonable and appropriate measures not to share, display in public, or make your password and fund details available to any person who is not authorised to access your account.

6.3.6 You must notify us immediately by sending us an email at [online@verso.co.za](mailto:online@verso.co.za) if you suspect that another person has obtained unauthorised access to your account, or password, or if you are aware of any unauthorized use of your account or password.

6.3.7 You accept that we cannot protect you if you do not keep your password secret or if someone obtains unauthorised access to your account.

6.3.8 As far as the law allows, we will not be responsible for any loss or damage which you may suffer if any other person uses your credentials or accesses your account or the Services using your account, without your approval and consent.

## **7 THE SERVICES**

7.1 When you log into your account on the OME WEB Application, you will be able to:

7.1.1 view your member data for your employer;

7.1.2 view and edit financial information for the members linked to your employer;

7.1.3 view the fund information;

7.1.4 add and/or delete new members;

7.1.5 download and upload limited set of members information;

7.1.6 receive notifications related to your fund and employer,(collectively, the "Services").

---

## **8 GRANT AND SCOPE OF LICENCE TO USE THE OME WEB APPLICATION**

### 8.1 Licence

8.1.1 We grant you a non-transferable, non-exclusive, non-sublicensable revocable license to access the OME WEB Application on supported browsers and Devices subject to these Terms and Conditions stated in this document.

8.1.2 The licence to use the OME WEB Application is for business use only.

### 8.2 Updates and Upgrades

8.2.1 We may make Updates and Upgrades to the OME WEB Application available from time to time, free of charge.

8.2.3 Depending on the nature of the Update or Upgrade, you may not be able to use the OME WEB Application while we apply said changes.

8.2.4 The Updates and Upgrades will be subject to the same terms and conditions as contained in these Terms unless we specify otherwise.

### 8.3 Licence Restrictions

8.4 Except as expressly set out in these Terms or as permitted by law, you agree:

8.4.1 not to copy the OME WEB Application except where such copying is incidental to normal use of the OME WEB Application, or where it is necessary for the purpose of back-up or operational security;

8.4.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the OME WEB Application;

8.4.3 not to make alterations to, or modifications of, the whole or any part of the OME WEB Application, or permit the OME WEB Application or any part of it to be combined with or become incorporated in, any other programs;

8.4.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the OME WEB Application, Technology forming part of the OME WEB Application or attempt to do any such thing;

8.4.5 to keep all copies of the OME WEB Application secure and to maintain accurate and up-to-date records of the number and locations of all copies of the OME WEB Application, including those users with access to the OME WEB Application;

8.4.6 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the OME WEB Application, (the "Licence Restrictions").

### 8.5 Acceptable Use Restrictions

8.5.1 You may not:

8.5.2 use the OME WEB Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms, or act fraudulently or maliciously, for example, by hacking into or inserting Destructive Code into the OME WEB Application or any operating system;

8.5.3 infringe our Intellectual Property Rights or those of any third party in relation to your use of the OME WEB Application;

8.5.4 transmit any Material that is defamatory, offensive or otherwise objectionable in relation to your use of the OME WEB Application;

8.5.5 introduce any Destructive Code into the Technology used by us or any other person, including in the OME WEB Application;

8.5.6 use the OME WEB Application in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

8.5.7 collect or harvest any information or data for attempt to decipher any transmissions from the servers or systems which run the OME WEB Application.

## **9 INTELLECTUAL PROPERTY RIGHTS**

9.1 You acknowledge that:

9.1.1 all Intellectual Property Rights in the OME WEB Application, the Technology and any trademarks and content used and/or displayed in connection with the OME WEB Application and/or the Services anywhere in the world belong to us or our licensors;

9.1.2 all rights in the OME WEB Application are licensed (not sold) to you, and that you have no rights in, or to, the OME WEB Application or the Technology other than the right to use each of them in accordance with these Terms.

## **10 COLLECTION OF DATA**

10.1 Technical and location data

10.1.1 By using the OME WEB Application or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for the Services that are internet-based or wireless to improve our products and to provide any Services to you.

10.1.2 Certain Services will make use of location data sent to us from the Devices. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings on your Device.

10.2 Third party sites

10.2.1 The OME WEB Application may contain links to other independent third-party websites ("Third Party Sites"). Third Party Sites are not under our control, and we are not responsible for and

do not endorse their content or their privacy policies. You will need to make your own independent judgment regarding your interaction with any Third-Party Sites, including the purchase and use of any products or services accessible through them.

## **11 PRIVACY POLICY**

11.1 We recognize the importance of protecting your privacy in respect of personal information collected by us when you use the OME WEB Application.

11.2 By agreeing to these Terms you agree to the provisions set out in this Privacy Policy and you consent to us collecting and using your personal information for the purposes set out in this Privacy Policy. If you do not agree to the Privacy Policy, please do not continue to use the OME WEB Application.

11.3 Should you decide to make use of the OME WEB Application and the Services, the types of personal information that we may collect from you includes information necessary for our legitimate business interests. This may include (amongst other things) the following:

11.3.1 your name and surname;

11.3.2 your email address;

11.3.3 mobile phone number; and

11.3.4 location

11.3.5 Device ID

11.3.6 Cell phone number

11.4 We may collect your personal information in several ways, including when register a member account, make use of the Services, browse the OME WEB Application or we carry out demographic research. The supply of your personal information is voluntary; however you acknowledge that we cannot make the Services available to you on the OME WEB Application if you do not wish to supply such personal information.

11.5 You agree to provide accurate, truthful and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything. Failure to adhere to this requirement will entitle Verso, inter alia, to terminate your use of the OME WEB Application.

11.6 The purposes for which we will use your personal information are as follows: to contact you regarding current or new products or services offered by us, to inform you of new features, to notify you of changes to your fund details, to notify or verify you of any amounts payable for security, administrative or legal purposes, for helping us in any future dealings with you and generally to improve your experience on the OME WEB Application.

11.7 Should you no longer wish to receive marketing communications from us, you may send us an email message with the words "unsubscribe from communications" in the subject field and include in the body of the message [Your Registered username] [Registered Email Address]" to



online@verso.co.za. Your cancellation will be actioned on the first business day of the following month after you have notified us of your cancellation.

11.8 Verso will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is -

11.8.1 required in order to comply with applicable law, order of court or legal process served on Verso; and/or

11.8.2 disclosure is necessary to protect and defend the rights or property of Verso.

11.8.3 We will be entitled to disclose your personal information to those of our affiliates, agents, advisors, employees and/or third party service providers and suppliers (including payment providers) who assist us to interact with you via the OME WEB Application, mobile communications and/or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third-party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information. We will also share your personal information with government or law enforcement agencies where the law requires that we disclose your personal information, and where we have reason to believe that a disclosure of your personal information is necessary to identify, contact or bring legal action against a party who may be in breach of the Terms.

11.9 We will:

11.9.1 treat your personal information as strictly confidential;

11.9.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access;

11.9.3 promptly notify you if we become aware of any unauthorised use, disclosure, or processing of your personal information;

11.9.4 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

11.9.5 upon your request, promptly return or destroy any and all of your personal information in our possession or control.

11.10 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

11.11 You may request access to the personal information which we collect from you, including to rectify the information, or object to its processing by sending an email to us at mobile@verso.co.za. You also have the right to lodge a complaint with the information regulator if you think we are in breach of any applicable data protection legislation.

11.12 We may, from time to time, transfer, store or host your personal information on servers outside of South Africa. We will at all times ensure that appropriate security safeguards are in place to secure and protect such personal information.

11.13 If this Privacy Policy or any provision in this Privacy Policy is regulated by or subject to the Protection of Personal Information Act ("POPI") or other data protection legislation it is not intended that any provision of this Privacy Policy contravenes any provision of POPI or other data protection legislation. Therefore, all provisions of this Privacy Policy must be treated as being qualified, to the extent necessary, to ensure that the provisions of POPIA or other data protection legislation are complied with.

## **12 DISCLAIMERS AND LIMITATION OF LIABILITY**

### **12.1 Disclaimers**

12.1.1 As far as the law allows, we do not warrant the accuracy of the information provided to you as part of the Services as correct or up to date. It is your responsibility to verify the accuracy of the information provided you through the Services. We will not be responsible for any loss suffered by you based on your reliance of the information provided via the OME WEB Application. You acknowledge and consent that you use the OME WEB Application and the Services entirely at your own risk.

12.1.2 As far as the law allows, the OME WEB Application is provided to you on an "as is" and "as available" basis and without any representation or warranty whatsoever, whether express, implied or statutory (including any implied warranties of reliability, fitness for any particular purpose, or exclusion of errors or inaccuracies).

12.1.3 As far as the law allows, we make no representations and give no warranties regarding (i) the operation, integrity, compatibility, availability, or functionality of the OME WEB Application, or (ii) that the OME WEB Application will:

12.1.3.1 be available or accessible at all times;

12.1.3.2 be uninterrupted, timely, error-free or secure or free from Destructive Code; or

12.1.3.3 meet your individual requirements.

12.1.4 You assume all responsibility and risk for the installation, use and results obtained from the OME WEB Application.

### **12.2 Limitation of liability**

12.2.1 You acknowledge and consent that you use the OME WEB Application and the Services entirely at your own risk and that neither we nor our affiliates, officers, directors, employees, servants, agents or contractors or other persons for whom in law may be liable to, will not, under any circumstances, be liable to you for any loss or damages (including, but not limited to, consequential, direct, indirect, special, punitive or incidental damages and damages or losses of any other kind).

12.2.2 Without limiting the generality of the aforesaid, you acknowledge and consent that neither we nor our affiliates, officers, directors, employees, servants, agents or contractors or other persons for

whom in law may be liable to, will not, under any circumstances, be liable to you for any loss or damages (including, but not limited to, consequential, direct, indirect, special, punitive or incidental damages and damages or losses of any other kind) or any other action arising from:

12.2.2.1 any defect, fault, malfunction and/or delay in your hardware and/or software;

12.2.2.2 any defect, failure, fault and/or delay in connectivity to the Internet;

12.2.2.3 to the extent allowed by law, any defect, failure, fault, delay or unavailability of the OME WEB Application and/or Services for any reason whatsoever;

12.2.2.4 viruses and/or spam that may infect your Device;

12.2.2.5 any failure on the part of a merchant to deliver the goods and/or services you purchased using the OME WEB Application and/or Services;

12.2.2.6 the OME WEB Application, the Services, our systems and/or your information held by us being compromised in any way; or

12.2.2.7 a third party gaining access to and using your information held by us.

### **13 TERMINATION**

13.1 We may terminate our agreement with you immediately by written notice to you:

13.1.1 if you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 5 (five) days after the service of written notice requiring you to do so; or

13.1.2 if you breach any of the licence restrictions.

13.2 On termination for any reason:

13.2.1 all rights granted to you under these Terms shall cease;

13.2.2 you must immediately cease all activities authorised by these Terms;

13.2.3 you must immediately delete or remove and stop using the OME WEB Application from all Devices, and immediately destroy all copies/prints of the OME WEB Application then in your possession, custody or control and certify to us that you have done so;

13.2.4 you agree that we may remotely access the Devices and remove the OME WEB Application from all of the Devices and cease providing you with access to the Services.

### **14 COMMUNICATIONS**

14.1 If you wish to contact us in writing, or if any term in these Terms requires you to give us notice in writing, you can send such communication by e-mail to [online@verso.co.za](mailto:online@verso.co.za). We will confirm receipt of your communication in writing, usually by e-mail.

14.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by post to the address you provide to us when registering for the Services.

## **15 IMPORTANT TERMS**

15.1 We may transfer our rights and obligations under these Terms to another entity, but this will not affect your rights or our obligations under these Terms.

15.2 While we will use our best efforts to ensure that the OME WEB Application operates as it was designed by us, we cannot warrant that the Services are compatible with, or will operate with your Device or any software/hardware that you have on your Device.

15.3 To protect your personal and confidential information it is your responsibility to protect your Device from access by other persons. You must immediately contact us if your Device is lost or stolen so that we can change or disable your access codes (usernames and passwords) so that unauthorised persons cannot access the Services.

15.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.5 Each of the clauses of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

15.6 These Terms, its subject matter and its formation, are governed by the laws of the Republic of South Africa.

15.7 If these Terms, or Services provided and/or made available on the OME WEB Application is regulated by or subject to the Consumer Protection Act, the ECT Act or other laws it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act, the ECT Act or other laws. Therefore, all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act, the ECT Act or other laws are complied with.

15.8 No provision of these Terms:

15.8.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;

15.8.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability;

or

15.8.3 limits or excludes any warranties or obligations which are implied into this Agreement by the Consumer Protection Act (to the extent applicable), the ECT Act (to the extent applicable), or other applicable laws or which we give under the Consumer Protection Act (to the extent applicable), the ECT Act (to the extent applicable), or other applicable laws, to the extent that the law does not allow them to be limited or excluded.

## **16 DEFINITIONS AND INTERPRETATION**

16.1 In these Terms, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings :

16.1.1 "Consumer Protection Act" means the Consumer Protection Act 68 of 2008, as may be amended from time to time

16.1.2 "Destructive Code" means any "viruses", "trojan horses", computer code, malware, instructions, devices or other materials designed to disrupt, disable, harm or otherwise impede in any manner the operation of any

Device, Technology, services, data, storage media, programs, equipment or communications, or otherwise interfere with operations thereof;

16.1.3 "Device" means a mobile/PC/laptop/tablet device and or internet browser, which is capable of connecting to the Internet, and shall include mobile phones, tablets and other devices;

16.1.4 "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002, as may be amended from time to time;

16.1.5 "Intellectual Property Rights" means all intellectual property rights of whatsoever nature anywhere in the world, including (without limitation) copyright and related rights, patents, patent rights, designs, design rights, invention rights, database rights, know-how, confidential information, trade secrets, trademarks, trade names and service marks, goodwill and the right to sue for unfair competition, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such intellectual property rights;

16.1.6 "Internet" means the global electronic communications network providing a variety of information and communication facilities, consisting of interconnected networks using standard communication protocols;

16.1.7 "Services" means those pension fund administration services provided by Verso through the OME WEB Application, including as set out in clause 7;

16.1.8 "Technology" means any software, systems, applications, platforms, devices, technology, and the like, of any kind and in whatever form;

16.1.9 "Updates" means corrections of inherent errors in the OME WEB Application and any changes or improvements made to the OME WEB Application which result in the addition of functions or features not present in the OME WEB Application at the date of conclusion of these Terms;

16.1.10 "Upgrades" means new versions of the OME WEB Application, or portions thereof which incorporate new or enhanced functionality which result in major change in the OME WEB Application;

16.1.11 "Verso" means Verso Financial Services Proprietary Limited, registration number 2000/003590/07, a limited liability company duly incorporated in the Republic of South Africa with its place of business at Belmont Office Park, Twist Street, Bellville, Cape Town, South Africa, 7530;

16.2 References to the singular includes the plural and vice versa;

16.3 Clause headings are for convenience and not to be used in interpreting these terms and conditions.

16.4 Words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example 'they' or 'it') include all genders.

16.5 The word 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word:

16.5.1 'including' means 'including but not limited to';

16.5.2 'include' means 'include but is not limited to'; and

16.5.3 'includes' means 'includes but is not limited to'

16.6 Where any number of days is given, those days are counted to exclude the first day but include the last day.