MNA INVESTMENTS | BEE PROCURED V5

General Terms and Conditions of Service

Subscription, demo, support and acceptable-use terms for BEE Procured V5, a product of MNA Investments (Pty) Ltd.

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Legal review required. This product-specific document uses particulars published by MNA Investments. Any particulars not published in the official sources remain clearly marked for confirmation and must be completed before formal adoption.

BEE Procured V5 is procurement administration and reporting software. It does not issue B-BBEE verification certificates and does not replace an independent verification decision.

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This document must be read together with the applicable quotation, order form, package schedule, operator agreement and any signed addendum. If there is a conflict, the signed document with the most specific terms prevails.

1. Parties, order of precedence and definitions

These Terms apply between MNA Investments (Pty) Ltd, registration number 2020/877679/07, as owner and provider of BEE Procured V5, and the client identified in an accepted quotation, order form or account request. They take effect on the date stated in the accepted quotation or, if no date is stated, when the client first receives authorised production access.

The contract consists of the accepted quotation or order form, these Terms, the Privacy and POPIA Statement, any operator agreement, package schedule and signed addenda. A signed, more specific term prevails over a general term in this document.

Key definitions

- Authorised User means an individual permitted by the client to use the service under the client's subscription.
- Client Data means information, documents and records submitted by or for the client, including supplier, procurement, certificate, company, user, note and support data.
- Documentation means user guidance and service descriptions made available by MNA Investments.
- Package means the Essential, Essential Plus, Professional, Enterprise or other agreed access level stated in the quotation.
- Service means the hosted BEE Procured V5 software, authorised features, documentation and agreed support.
- Subscription Term means the initial and any renewal period in the accepted quotation.

2. Subscription licence and package access

Subject to payment and compliance with the contract, MNA Investments grants the client a limited, non-exclusive, non-transferable right during the Subscription Term for its Authorised Users to access the Service for the client's internal procurement administration, evidence management and reporting purposes.

Features, supplier limits, users, companies, support priority and administrative rights depend on the agreed Package. Enterprise access may include the full application for the client's own tenant; Ultimate Master access remains reserved for MNA Investments platform oversight. The client receives no ownership of the software, source code, product design or platform-wide data.

A consultant may use the Service for a client only where each client or workspace is separately authorised. The client may not resell, sublicense, share or commercially exploit access unless a signed partner arrangement permits it.

Professional demo

A demo is a controlled seven-day Professional evaluation using synthetic, anonymised or specifically authorised data. Email verification and approval are required. Demo access does not create a paid subscription. At expiry the demo is disabled; any stated grace period is for conversion discussions and does not extend normal use. Demo data may be deleted after the applicable notice period.

3. Accounts, Authorised Users and security

- The client must provide accurate account information and keep it current.
- Each user must use an individual account, protect credentials and not share passwords or authentication codes.
- The client must assign the minimum access required and remove access promptly when a person changes role or leaves.
- MNA Investments may enforce session expiry, including automatic sign-out after three hours of inactivity, and may add reasonable security controls.
- Suspected unauthorised access, disclosure or misuse must be reported promptly through the support desk or to masia@econobee.co.za.

4. Services, support and availability

MNA Investments will use reasonable skill and care to provide and maintain the Service. Planned maintenance, emergency security work, internet failures, third-party services and circumstances outside reasonable control may affect availability. Any service level is binding only if stated in a signed schedule.

Support is provided through the BEE Procured V5 ticket desk during South African business hours unless otherwise agreed. Indicative first-response targets are four business hours for urgent tickets, one business day for high priority, two business days for normal priority and three business days for low priority. These are response targets, not resolution guarantees.

An Essential client may be assigned a dedicated procurement processor. The scope of that processor's work, reminder assistance and any data-handling authority must be agreed in writing. A monthly reminder-day preference does not authorise MNA Investments to email suppliers or disclose Client Data unless the client has separately approved that service.

5. Client Data and POPIA roles

The client retains its rights in Client Data and is responsible for its legality, accuracy, quality and authority to process it. For Client Data uploaded to a client workspace, the client is generally the responsible party and MNA Investments acts as operator under lawful instructions. MNA Investments remains responsible party for its own account, sales, security, support and service-administration records.

The client must provide required notices to data subjects and must not upload unnecessary identity documents, special personal information or unrelated confidential material. MNA Investments may process Client Data to deliver, secure, support and improve the Service, comply with law, prevent abuse and enforce the contract.

Backups are a resilience measure and are not an archival service. The client should export reports and records it must retain. Restoration depends on available backups and the agreed service level.

6. Client responsibilities and acceptable use

- Use the Service only for lawful, authorised business purposes.
- Do not upload malware or content that is unlawful, defamatory, discriminatory, infringing or harmful.
- Do not probe, bypass or defeat access controls; access another tenant; scrape the Service; or interfere with availability.
- Do not copy, modify, reverse engineer, mirror or create derivative products from the Service except where a right cannot lawfully be excluded.
- Do not present estimates, cost-per-point calculations or reports as an independent verification outcome.
- Verify VAT treatment, sector choice, rating periods, certificate applicability and source information before relying on outputs.

7. Fees, invoicing and changes

Fees, billing frequency, supplier bands, included services and the Subscription Term are stated in the accepted quotation. Unless stated otherwise, prices are in South African rand, exclude VAT and are payable in advance. Onboarding, training, custom work, integrations and exceptional support may be quoted separately.

Overdue amounts may attract lawful interest and recovery costs. MNA Investments may suspend access after reasonable notice where payment remains overdue. Package or fee changes for a renewal period require prior notice or a revised quotation. Fees already due are non-refundable except where the contract or law provides otherwise.

8. Intellectual property and confidentiality

MNA Investments and its licensors own all intellectual property in BEE Procured V5, including software, designs, databases, documentation, branding, improvements and product know-how. The client owns its Client Data. Feedback may be used to improve the Service without disclosing the client's confidential information.

Each party must protect the other's non-public commercial, technical, security and business information, use it only for the contract and disclose it only to people who need it and are bound by confidentiality. These duties do not cover information independently developed, lawfully received without restriction or made public without breach. Legally compelled disclosure is permitted subject to lawful notice.

9. Warranties and B-BBEE disclaimer

MNA Investments warrants that it will provide the Service with reasonable skill and care and has authority to grant the contractual access rights. Except for express commitments, the Service is provided as available and permitted implied warranties are excluded to the fullest lawful extent.

BEE Procured V5 supports procurement administration, evidence linking and indicative calculations. It is not a verification agency, does not issue B-BBEE certificates and does not replace professional or legal advice or a SANAS-accredited verification decision. Outputs depend on Client Data, selected rules and linked evidence.

10. Liability and indemnities

Neither party excludes liability that cannot lawfully be excluded, including liability for fraud or fraudulent misrepresentation. Subject to that rule, neither party is liable for indirect, special or consequential loss, loss of profit, revenue, opportunity or goodwill, or loss caused by the other party's systems, instructions or inaccurate data.

Unless a signed quotation states otherwise, MNA Investments' aggregate liability arising from the Service is limited to the subscription fees actually paid by the client for the affected Service during the twelve months before the event giving rise to the claim. The client indemnifies MNA Investments against third-party claims caused by unlawful Client Data, unauthorised instructions or the client's material breach, subject to prompt notice and reasonable cooperation.

11. Term, suspension, termination and data

The Subscription Term and renewal arrangement appear in the accepted quotation. Either party may terminate for an unremedied material breach after written notice and a reasonable remedy period, or immediately for insolvency, illegality or a serious security risk where immediate action is reasonably necessary.

On termination, access ends and unpaid amounts remain due. The client may request an available standard export before termination or within the period stated in the quotation. MNA Investments may delete Client Data after the agreed retention or exit period, subject to law, active disputes and protected backup cycles. Confidentiality, intellectual-property, payment, liability and lawful retention provisions survive where their nature requires it.

12. General legal terms

Neither party may represent that it is the other's partner or agent. The client may not assign the contract without written consent. MNA Investments may use subcontractors and remains responsible for its contractual obligations. If a provision is invalid, it is adjusted or severed without affecting the remainder. A delay in enforcement is not a waiver.

Notices must be in writing to the addresses in the accepted quotation. These Terms are governed by South African law. The parties must first attempt good-faith resolution; if unresolved, the courts of South Africa with jurisdiction may determine the dispute.

Contact

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The contractual domicilium and formal notice address are those stated in the accepted quotation or order form.