



Humble End User Licence Agreement

By clicking on the "I Accept" option or by installing, copying or using this Software you agree to be bound by this End User Licence Agreement ("EULA"), the terms and conditions of which may be amended from time to time as set out below. The person signing or accepting these terms and conditions hereby warrants that he or she is duly authorised to accept these terms and conditions and conclude this Agreement on behalf of the person or entity whose details are specified in the Subscriber Application Form. By clicking the "I Accept" option, this is a symbol of your signature and your assent to all parts of this EULA.

If you do not agree to this, do not install, copy or use this Software.

1. Definitions

- a. "Commencement Date" means the earlier of the date when the Software is installed, copied and/or used by you for the first time, and the date on which you accept the terms of this EULA as contemplated in clause 2;
- b. "EULA" or "Agreement" means this End User Licence Agreement, the terms and conditions as set out herein, and any updates or amendments thereof in accordance with clause 3, as read with the Subscriber Application Form;
- c. "Intellectual Property" shall mean all present and future intellectual property rights in and to the Software, in whole or in part, including but not limited to patents, trademarks (whether registered, pending or unregistered in any form and/or nature whatsoever whether now used or adopted in the future), service marks, designs, design rights, all rights of copyright whether existing now or in the future in and to the Software including initial drawings, sketches, flow charts, designs and computer programs relating thereto, together with all related know-how, source codes, inventions, trade secrets, confidential information and all other rights of a similar character whether registered or capable of registration and all applications and rights to apply for protection of any of the same, and wherever the rights arise in the world;
- d. "Legal Costs" means any legal, professional and/or other fees, costs and/or disbursements (including the costs of any letter of demand, tracing agents fees and collection commissions), on the scale as between attorney and own client;
- e. "Material" means any information, data and/or document provided to you by or on behalf of Humble pursuant to any of the Services;
- f. "On-Site Services" means services as contemplated in clause 6.c which services are rendered by or on behalf of Humble at your premises or at any site requested by you, and which services are not Remote Assistance;
- g. "Parties" means Humble IT (Pty) Ltd ("Humble") and you, and "Party" means either of them;
- h. "Price List" means the list of fees payable to Humble in respect of each of its Services as prescribed by Humble on the Commencement Date and/or which is accessible by means of using the Software, and as amended from time to time under clause 7;
- i. "Purpose" means the purpose of receiving the Services in accordance with this Agreement;
- j. "Request" means any request for Humble to provide any Service and/or Material under this Agreement from time to time, which request is made or purportedly made by you or on your behalf by means of using the Software as contemplated in this Agreement;
- k. "Remote Assistance" means any services or assistance in connection with the Software as contemplated in clause 6.c which is provided to you telephonically or by some other electronic means by or on behalf of Humble;

- l. "License Fee" means the fee which is payable by you for the use of the Software as specified in the Price List from time to time, as amended from time to time under clause 7;
- m. "Service" means the provision by Humble to you from time to time of any information, data and/or document as may be made available to you and as requested by you by means of your use of the Software as contemplated under this Agreement, and "Services" has a corresponding meaning;
- o. "Software" means the software, branded Redworld (subject to clause 2c below), provided to you by Humble and/or to which Humble provides you with access under this Agreement for purposes of requesting and receiving the Services contemplated in this Agreement, and any updates to or associated with such Software which are provided or made available to you from time to time by or on behalf of Humble;
- p. "Subscriber Application Form" means the form which you are required to complete and submit to Humble on or before the Commencement Date, it being agreed that you and the person submitting the Subscriber Application Form on your behalf hereby warrant that the contents of such form are true and correct as at the Commencement Date, and that you shall notify Humble in writing of any changes to such contents from time to time;
- q. "User" and "your User" means you, any person who is employed by you, who is your agent and/or who acts or purports to act on your behalf and/or in accordance with your instruction by using the Software and/or for any other purpose as contemplated under this Agreement;
- r. "Humble" means Humble IT (Pty) Ltd (registration number: 2012/114432/07) trading as Humble IT;
- s. "Humble staff" means any employee of Humble, and any person acting on behalf of Humble from time to time; and
- t. "you" means the person whose details are specified in the Subscriber Application Form, on whose behalf the person signing or accepting these terms and conditions concludes this Agreement, and "your" has a corresponding meaning.

2. Use of Software constitutes acceptance of this Agreement

- a. By clicking on the "I Accept" option or by first installing, copying or using this Software you agree to be bound by this End User Licence Agreement (EULA), the terms and conditions of which may be amended from time to time as set out below. By clicking the "I Accept" option, this is a symbol of your signature and your assent to all parts of this EULA. If you do not agree to this do not install, copy or use this Software.
- b. The person signing or accepting these terms and conditions hereby warrants that he or she is duly authorised to accept these terms and conditions and conclude this

Agreement on behalf of the person whose details are specified in the Subscriber Application Form.

- c. Some parts of the Software and some of the Material, as advised to you and/or any of your Users from time to time, are controlled by and/or obtained from other persons such as Third Parties, and your rights to use such parts of the Software and/or receive such Material are subject to further requirements which must be met and/or such further terms and conditions which must be agreed to by you before that part of the Software can be used and/or any Material obtained from such person will be provided under this Agreement, it being agreed that any such requirements and terms and conditions will, save where Humble agrees otherwise in writing, apply in addition to those set out in this Agreement.

3. Amendment

- a. Humble reserves the right to amend these terms and conditions and/or the Price List from time to time by providing you 20 business days notice that the terms and conditions and/or the Price List have changed and by providing you details of such changes.
- b. You will be responsible to acquaint yourself of the prevailing terms and conditions and the Price List, as amended, to note the details of any such changes / amendments for which notice has been given.
- c. Your continued use of the Software after 20 business days from the date when notice has been provided to you of such changes / amendments, constitutes your deemed acceptance of this Agreement and the Price List as modified / amended.
- d. Notice in terms of this clause 3 shall be given by Humble by way of electronic mail sent to your e-mail address designated in the Subscriber Application Form and shall be deemed to have been received and noted by you on the day when such notice is sent and if that day is not a business day on the first business day after the day upon which the notice is sent.

4. Grant of rights, and services

- a. Provided that you pay the License Fee timeously as contemplated in this Agreement and provided that Humble has approved you as an end user of the Software and has not, under this Agreement, suspended your right to use the Software and/or your access to any of the Services, Humble hereby grants to you the following rights for the term of this Agreement, which you hereby accept subject to the terms and conditions set out in this Agreement (including but not limited to clause 2c and any requirements and terms and conditions contemplated in clause 2c):
 - i. a non-transferable and non-exclusive licence to use the Software for the Purpose; and

- ii. Subject to the other provisions of this Agreement, Humble undertakes to use its reasonable endeavours to provide you with the Service and/or Material as may be reasonably expected to be received by you from the use of the Software
 - b. You agree that your right to use and to continue to use the Software under this Agreement is subject to Humble receiving full and timeous payment of all amounts due to Humble under this Agreement.
 - c. You shall be entitled to obtain the Software in the machine-readable form of object code only. You shall not have or be entitled to obtain the Software in source code.
5. Acceptable use
- a. In respect of your use of the Software and your Request for and receipt of any Material, you agree to conform to generally acceptable Internet etiquette and to abide by Humble's operating policies as may be reasonably prescribed by Humble from time to time, and as may be amended from time to time at Humble's sole discretion, and you hereby indemnify and hold Humble free from liability in respect of any loss or damage of whatever nature caused as a result of any violations of such policy.
 - b. You shall not, and shall procure that none of your Users shall:
 - i. copy (other than in terms of this Agreement), adapt, translate or reproduce any of the Software, in whole or in part;
 - ii. permit, whether directly or indirectly, any third party including any subsidiary, associate, director, shareholder, agent, User, representative and/or employee, to do anything which you are prohibited from doing as contemplated in this clause 5;
 - iii. make or attempt to make any amendment or modification to the Software;
 - iv. rent, lease, sell, sub-license, assign or otherwise transfer or make available any of the Software, in whole or in part, to any person or purport to do any of the foregoing;
 - v. remove any proprietary notices or labels on the Software, nor permit any person to do the foregoing;
 - vi. modify any part of the Software, or decompile, reverse compile, disassemble, reverse assemble or reverse engineer the Software, whether in whole or in part, or otherwise attempt to derive the source code of the Software or reduce the Software to a human readable form or print the source code or derive or attempt to derive the source code of the Software.
 - c. You shall, at your own cost:

- i. ensure that all your Users will comply with the provisions of this Agreement;
 - ii. make payment of all amounts outstanding to Humble prior to making any claim against Humble in terms of this Agreement, without any deduction and/or set-off of any kind whatsoever; and
 - iv. maintain control of all equipment on which the Software is installed, and, if you transfer ownership and/or possession of any such equipment to any person, you shall ensure that all Software and any information and/or record relating to the Software or which results from the Software is permanently deleted from such equipment, and you shall provide Humble with written notice certifying that you have done so.
- d. You may not use the Software for the benefit of a third party.

6. Upgrading of Software, training and maintenance

- a. You shall upgrade the Software as and when Humble makes any such upgrade available from time to time as contemplated in clause 6b, by means allowing a Humble staff member or representative to effect such upgrade. Failure to do so could result in the Software becoming inoperable or becoming obsolete in terms of complying with legislation and/or with industry practice and shall also entitle Humble, without prejudice to its rights, to suspend your right to use the Software and/or your access to any of the Services.
- b. Humble will be entitled to charge you an additional reasonable fee plus value-added tax thereon to effect and/or install a Software upgrade.
- c. Humble may, in its sole and absolute discretion, on request by you from time to time provide you with training services, support services and/or maintenance services in relation to your use of the Software. Any provision of such services to you by or on behalf of Humble shall be provided free of charge and shall be subject to the terms of this Agreement as amended by such additional or other terms, if any, as may be agreed between you and Humble in writing from time to time.
- d. You acknowledge and agree that the services contemplated in clause 6c may be provided by Remote Assistance from time to time, which may include the use of a computer program to allow Humble staff to be able to view and interact with the computer(s) being utilised by you and/or any of your Users.

7. License Fees

- a. In consideration of all the rights derived by you under this Agreement, you shall pay to Humble each month, in advance as contemplated in this clause 7, the License Fee as prescribed in the Price List.
- b. All amounts due to Humble under this Agreement from time to time shall be:

- i. exclusive of value-added tax, which shall be charged and recovered in addition to such amounts; and
 - ii. subject to clause 7f below, shall be due and payable by you on or before the first business day of each month and an invoice will be provided by Humble for payment with 20 business days of a payment being received by Humble.
 - c. Humble may change the License Fee by amending the Price List as contemplated in clause 3 from time without notice.
 - d. Failure to make timeous and proper payment of any amount payable under this agreement shall, without prejudice to Humble's rights, entitle Humble to suspend your right to use the Software and/or your access to any of the Services, in Humble's sole discretion.
 - e. You will make payment to Humble of all amounts payable in terms of this Agreement free of exchange and without deduction or set-off of any nature. You will in no circumstances be entitled to defer or withhold payment of any amounts due in terms of this Agreement for any reason whatsoever.
 - f. Upon termination of this Agreement you will pay all outstanding monies due to Humble within 5 business days of receiving an invoice or statement in respect thereof from Humble.
 - g. This clause 7 shall survive termination of this Agreement.
8. Return or refund policy
- a. After the date of submission of the Subscriber Application Form and acceptance of this Agreement by you or on your behalf, Humble shall as soon as reasonably possible, but no later than 10 business days, thereafter provide you with access to the Software and the Services, subject to the terms of this Agreement. There shall be no cooling-off period or refund applicable as described in section 44 of the Electronic Communications and Transactions Act No 25 of 2002.
 - b. Payment of the monthly License Fee shall be payable in respect of each month for which you are provided access to the Software and the Services, subject to the terms of this Agreement and on a pro rata basis for any period less than a full calendar month.
9. Reservation of rights not expressly granted
- a. The Software is licensed in terms of this Agreement, and is not sold.
 - b. You may not, without Humble's prior written consent, use Humble's Intellectual Property save as may be expressly provided in this Agreement.

- c. Humble reserves all rights, including but not limited to Intellectual Property rights, not expressly granted herein.

10. Use of your Data/Privacy

- a. Humble may use the information provided by you or on your behalf in the Subscriber Application Form and any data belonging to you but only so far as may be required to give effect to that which is required of Humble in terms of this Agreement.
- b. You agree and acknowledge that you and Humble are subject to any applicable legislation governing the use of any of yours, Humble's or a third party's information / data required for the proper functioning of the Software and the provision of the Services.

11. Technical Specifications, security and password

- a. Humble will advise you from time to time of various technical specifications which you will need to comply with in order for the Software to function successfully, and you acknowledge that failure to abide by these specifications could lead to a malfunction of the Software, the hardware used by you and/or third party software that is present on your computer, for which Humble will not be held responsible, and you indemnify Humble against all loss and damage arising from any such failure.
- b. In order to ensure the security and reliable operation of the Software for all end users of the Software, Humble hereby reserves the right to take whatever action Humble considers necessary to preserve the security and reliability of the Software from time to time.
- c. You acknowledge and agree that you are prohibited from using the Software and/or any Services and/or Material to compromise the security or tamper with the information, data, resources, accounts or records of any person or Party.

12. Commencement and termination of Agreement

This Agreement will commence on the Commencement Date and shall remain in force subject to termination in accordance with this Agreement and provided that either Party may, at its sole discretion and without just cause, cancel / terminate this Agreement on 20 business days written notice to the other Party.

13. Breach and termination

- a. Should you fail to observe and perform any of the terms, conditions or obligations in this Agreement, then Humble shall be entitled, but not obliged, in its sole discretion

and without prejudice to any of its rights that it may have in law, including the right to claim damages, without notice, to do the following:

- i. immediately terminate this Agreement and recover all its costs related to such termination, including Legal Costs; and/or
 - ii. to terminate, without notice, your access to the Software and recover all its costs related to such termination, including Legal Costs.
- b. The expiry or termination of this Agreement shall be without prejudice to any rights that Humble may have accrued as at the date of such expiry or termination.
- c. Upon termination of this Agreement:
 - i. all rights granted to you under this Agreement will cease; and
 - ii. you shall immediately cease all use of the Software and all use of Humble's trademarks, logos and any intellectual property rights.

14. Intellectual property

- a. You acknowledge and agree that:
 - i. save for the limited rights to use the Software as set out in this Agreement, you have no rights in respect of the Software, the source code and/or any related materials and any modifications or changes thereto, including without limitation to any and all Intellectual Property used or embodied in or in connection with the Software, and no Intellectual Property therein is granted or assigned under this Agreement;
 - ii. you have no rights in respect of Humble's trademarks and you shall not in any manner whatsoever represent that you are the owner or have any interest in Humble's trademarks and shall not take any action to impute any right, title or interest of Humble in and to you;
 - iii. you shall not at any time, during or after termination of this Agreement, in any way question and/or dispute the ownership of the Software and the Intellectual Property embodied therein and shall not assist or counsel any other person to do so. You undertake not to infringe or prejudice any rights in and to the Software, nor compete with nor infringe Humble's Intellectual Property rights in any way. You shall, specifically, not in any manner whatsoever represent that you are the owner of or have any interest in the Software and shall not take any action to impute any right, title or interest in and to the Software; and
 - iv. you have no right and/or no title to the Intellectual Property in the Software, inclusive of any and all improvements, enhancements, new facilities and any amendments or modifications thereof.

- b. You hereby agree to indemnify and hold Humble harmless against any loss, liability, damage, cost or expense (including Legal Costs) arising out of any use by you or any of your Users of any of Humble 's Intellectual Property and/or the Software in any manner whatsoever except in the manner expressly allowed under this Agreement.
- c. If during the term of this Agreement any infringement or illegal use of the Intellectual Property by any third party should come to your attention, then and in such event you shall immediately notify Humble in writing of such infringement or illegal use. It shall be within the sole discretion of Humble to determine what steps shall be taken against an infringer and you shall co-operate fully with Humble in whatever measures, including legal action, are taken to bring any infringement or illegal use to an end.

15. Warranties

- a. To the maximum extent permitted, all warranties, conditions and terms that are not expressly set out in this Agreement are excluded whether express or implied.
- b. You warrant that you shall at all times comply with all applicable legal or regulatory requirements and constraints in regard to your access to and/or use of the Software, the Services and/or the Material, failing which you may not use the Software or make any Request or receive any of the Services and/or Material.

16. Disclaimer and exclusion and limitation of liability

- a. While every effort is made to eliminate any errors, you acknowledge that no software is error-free and so this Software is provided "as is". Furthermore, Humble makes no warranties, either expressed or implied, in respect of the Software. Humble expressly disclaims any warranty as to the performance of the Software or as to any Material. Humble also expressly disclaims all other warranties, including (without limitation) implied warranties of merchantability and fitness for a particular purpose. You agree to back-up your data regularly.
- b. Save for any loss or damage is directly and solely caused by the gross negligence of any employee of Humble acting in the course and scope of such employment Humble shall not be liable to you or any other person or entity whatsoever in respect of (and you or any such person or entity shall have no claim against Humble and/or any person acting on behalf of Humble and you hereby indemnify and hold Humble and any such person acting on behalf of Humble free from liability in respect of) any loss or damage (even if Humble had been advised of or should otherwise be aware of the possibility of such loss or damage),
 - i. caused by any of the following:
 - any use of the Software, irrespective of the manner in which it was caused;

- use of any hardware, infrastructure, equipment and/or any software other than the Software;
 - any failure by you or any of your Users to comply with the provisions of this Agreement;
 - any operation of the Software by any person not properly trained in accordance with the directions of Humble from time to time;
 - improper use, misuse, neglect or abuse of the Software;
 - the loss of privacy and a failure to meet a duty;
- ii. which is as a result of any downtime, outage, interruption in or unavailability of the Internet attributable to any cause whatsoever, including but not limited to: repairs and maintenance, any breakdown of whatever nature and howsoever arising in any of the services provided by any communications service provider (including, but not limited to, line failure) as well as by any external communications networks and/or by the networks of any Internet service provider;
- iii. which is caused by any cause external to the Software, including but not limited to any failure in any hardware on which the Software is operational, any force majeure and/or any circumstance which is beyond the control of Humble;
- v. arising from the loss of data and/or incompatibility with or damage to any equipment owned and/or utilised by you;
- vi. incurred as a result of or in any way related to the acts or omissions of any Humble staff in relation to, without limitation, commissioning, implementing, installing, training, assistance or any service provided in relation to the Software, including but not limited to the services contemplated in clause 6.c and including Remote Assistance;
- vii. arising from any failure by any person to reactivate or enable any firewall or security mechanism after the provision of any services under this Agreement, including but not limited to any Remote Assistance;
- viii. arising from any breach of any security system which may be implemented by Humble, any Third Party or any other person whatsoever;
- ix. which loss or damage is loss of income, loss of goodwill or profits, business interruption, procurement of substitute computer equipment, loss or corruption of data or business information or other pecuniary loss arising out of delay of delivery, reliance in the use or inability to use the Software; and/or
- x. which loss or damage is consequential or incidental loss or damage or any loss or damage other than direct damages, it being agreed that in no event shall Humble be liable to you or any other person for any consequential, incidental, indirect, special or other damages whatsoever, regardless of

whether such loss, damage or liability is based on breach of this Agreement, delict (including from gross negligence), or otherwise.

- c. This clause 16 shall survive termination of this Agreement.

17. Dispute resolution

- a. Any dispute of whatsoever nature which arises out of or in connection with this Agreement, including any dispute as to the validity, existence, enforceability, interpretation, application, implementation, breach, termination or cancellation of this Agreement, or as to the Parties' rights and/or obligations in terms of this Agreement or in connection with any documents furnished by the Parties pursuant to this Agreement, shall if so required by any Party by giving written notice to the others be submitted to arbitration in accordance with this clause 17 and the arbitration laws for the time being in force in the RSA.
- b. This clause 17 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- c. The arbitrator shall, if the dispute is agreed in writing by the Parties to be -
 - i. primarily an accounting matter, be an independent practising accountant of not less than 10 years' standing as such;
 - ii. primarily a legal matter, be an advocate of not less than 10 years' standing as such or a practising senior counsel;
 - ii. any other matter, be a suitably qualified independent person, agreed upon in writing by the Parties; provided that if the Parties do not, within 20 business days after the date on which the arbitration is demanded, agree in writing as to the nature of the dispute and the identity of the arbitrator, the dispute shall be deemed to be primarily a legal matter and the arbitrator shall, be appointed by the Chairman of the KwaZulu-Natal Bar Council or its successor in title upon request by any Party to make such appointment after the expiry of such 20 business day period.
- d. The arbitration shall be held at a venue in Pietermaritzburg and in accordance with formalities and/or procedures determined by the arbitrator, and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities or procedures, pleadings and/or discovery, or the strict rules of evidence.
- e. The arbitrator shall have the power, inter alia, to
 - i. investigate any matter, fact or thing which he considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all the books, records, documents and other things in the possession or under the control of any Party, the right to take copies thereof and/or make extracts there from, the right to inspect goods

and/or property of the Parties, and the right to have such books, records, documents, goods and/or property produced and/or delivered at any place reasonably required by him;

- ii. summon as a witness any person who may be able to give relevant evidence. Each Party undertakes to use reasonable endeavours to procure the attendance when summoned of any witness employed by it or otherwise under its control;
- iii. interview, question and cross examine under oath any witness;
- iv. record evidence;
- v. make an award regarding the amount and responsibility for payment of legal fees and the arbitrator's remuneration;
- vi. make such temporary or final order or award (including a rule nisi, a declaratory order, an order for specific performance, an interdict and an award of damages or a penalty) as a High Court would be competent to make in the circumstances; and
- vii. exercise any additional powers which are conferred on him in terms of the Arbitration Act 42 of 1965,

and to allow or cause any of the aforementioned things to be done.

- f. The arbitration shall be held as expeditiously as possible after it is demanded with a view to its being completed within thirty days after it has been so demanded.
- g. Immediately after the arbitrator has been appointed, any Party shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.
- h. Any order or award that may be made by the arbitrator -
 - i. shall save for any manifest error be final and binding;
 - ii. shall be carried into effect; and
 - iii. may be made an order of any competent court.
- i. The hearing of the arbitration shall be held in camera. Save to the extent strictly necessary for the purposes of the arbitration or for any court proceedings related thereto, no Party shall disclose or permit to be disclosed to any person any information concerning the arbitration or the award (including the existence of the arbitration and all process, communications, documents or evidence submitted or made available in connection therewith).
- j. This clause 17 -
 - i. constitutes an irrevocable consent by the Parties to any proceedings in terms hereof; and

- ii. is severable from the other provisions of this Agreement and shall remain in effect notwithstanding the termination or invalidity for any reason of this Agreement.

18. Cession

- a. You shall not be entitled to cede or otherwise transfer any of your rights, nor delegate or otherwise transfer any of your obligations, under this Agreement, without Humble's prior written consent.
- b. Humble shall however be entitled to cede, assign and/or transfer and/or delegate to any third party at its absolute discretion all or any of its rights or obligations under this Agreement without notice to you, and without your consent, provided that any third party acquiring any such rights pursuant to a cession or assignment shall agree with Humble to be bound by the terms of this Agreement.

19. Legal Costs

If, as a result of any breach by you of any of the terms of this Agreement, Humble incurs any legal, professional and/or other fees, costs and/or disbursements (including the costs of any letter of demand, racing agents fees and collection commissions), you shall be liable for and shall pay on demand, all fees, costs and disbursements so incurred, on the scale as between attorney and own client.

20. Entire agreement and no representations

- a. This Agreement comprises of the entire agreement between the Parties in relation to its subject matter, and it supersedes any written or oral representations, be they express or implied, and any prior agreements, conduct or understanding between you and Humble concerning the Software.
- b. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not expressly recorded in this Agreement.

21. South African law

This Agreement shall be governed by and interpreted according to the laws of the Republic of South Africa and, in the event of any conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Province of Kwa-Zulu Natal will prevail.

22. Failure to enforce rights

Failure by Humble to enforce a right as provided in this Agreement will not constitute a waiver in respect of that right.

23. Contact Information (*domicilium citandi et executandi*)

Each of the Parties chooses *domicilium citandi et executandi* (“*domicilium*”) for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement as follows:

- a. you: your address as specified in the Subscriber Application Form;
- b. Humble
