

AG Computer Accounting Product and Service Agreement

The following are the terms and conditions for use of AG Computer Accounting CC services, please take a moment to read them carefully. All services are offered to you with the condition that you accept without modification the terms and conditions contained herein. By purchasing Service from AG Computer Accounting CC, you are indicating your agreement to be bound by all the terms and conditions set forth in this document.

1. GENERAL

These Terms of Service (the "Agreement") are entered into by and between you, the customer (personally and/or on behalf of your employer, as applicable) and AGCA. This Agreement sets forth the terms and conditions under which you agree to use our Service, and under which AGCA agrees to provide the Service to you.

2. DEFINITION OF SERVICE

For purposes of this Agreement, the term "Service" shall mean the AGCA consulting service, including all technical support, email and other features, products and services provided by AGCA. As part of the Service, AGCA may license to you, or assist you in licensing from third parties, software (see Section 6 below).

3. AUTHORIZED USER, USE, AND RESPONSIBILITIES

- 3.1 You represent that: (i) you have legal capacity and authority to bind yourself and your employer, as applicable, to this Agreement; (ii) you consent on behalf of yourself and/or as an authorized representative of your employer, as applicable, to be bound by this Agreement; and (iii) the information you supply to us is correct and complete. You understand that AGCA relies on the information you supply and that providing false or incorrect information may result in Service withholding or delays or the suspension or termination of your customer account. **You agree to promptly notify AGCA whenever your information changes (including for example, your name, address, and telephone number).**
- 3.2 You agree that you are responsible for all use on your account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Service via your account with or without your permission.

4. PRIVACY POLICY

Your privacy is very important to us, AGCA will treat your personal information in accordance with its current Privacy Policy, subject to change from time to time. You agree to the terms of the Privacy Policy, which describes AGCA's use and disclosure of information about you, your account, and your use of the Service.

5. SOFTWARE LICENSES AND THIRD-PARTY SERVICES

- 5.1 In connection with our Service, we may provide to you, via download, CD, other media, or other delivery method the use of certain software which is owned by AGCA or its third-party licensors, providers and suppliers. We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. You may use the Software only as part of or for use with the Service and for no other purpose.
- 5.2 The Software may be accompanied by an end user license agreement from AGCA or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.
- 5.3 The software supplied by AGCA contains copyrighted material, patents, and proprietary information owned by third party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, or otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for service bureau purposes, reproduce, sublicense, or distribute copies of the Software, or otherwise transfer the Software to any third party. You are not granted any title or rights of ownership to the Software. **You acknowledge that this license is not a sale of intellectual property and that AGCA or its third-party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates, and upgrades.** The Software may be used in the Republic of South Africa only, and any export of the Software is strictly prohibited.
- 5.4 Third Party Software: As part of the Services, AGCA may suggest that you acquire, install, and use certain third-party software. Third Party Software is licensed to you by the respective owners or licensees of the Third-Party Software. You must agree to the terms and conditions set forth by such owners or licensees before installing Third Party Software, whether AGCA assists you in the acquisition, installation, and/or use of Third-Party Software. AGCA has no rights to the Third-Party Software and does not license Third Party Software to you or make any representation or warranty regarding the Third-Party Software.
- 5.5 We provide technical assistance and support for the Software in accordance with our policies. To the extent that we provide technical assistance and support for Third Party Software or equipment, you must ensure that you comply with the terms and conditions under which you licensed such Third-Party Software or purchased such equipment. We make no warranty that we are an authorized service provider for Third Party Software or for any equipment; it is your sole responsibility to determine if you require additional rights for us to provide such support and if so, to acquire such rights. You acknowledge that support of Third-Party Software or equipment by an unauthorized service provider may void any warranty made by the supplier of such Third-Party Software or equipment.
- 5.6 Your license to use the Software shall remain in full force and effect unless and until terminated by AGCA, its third-party licensors, providers, or suppliers, or until your customer account is terminated.

6. TERM AND TERMINATION

- 6.1 Effective Date and Term. This Agreement goes into effect upon your acceptance of this Agreement as set forth in Paragraph 1 and shall continue, subject to the terms of this Paragraph, until terminated by either party as permitted by this Agreement. **Billing for your remote, on-site or telephone computer support service will apply on an 'as used' basis.**
- 6.2 Termination of Service. Termination and/or Suspension by AGCA. If, in the sole discretion of AGCA: (a) you are in breach of any of the terms of this Agreement or any license for Third Party Software; (b) if AGCA for any reason ceases to offer the Service; (c) if you are no longer an AGCA customer, or (d) AGCA determines that you are abusing the Service

7. PRICING AND PAYMENT

- 7.1 On completion of each appointment a job sheet or tax invoice will be issued; settlement of the amount is due on receipt of either document. Once our consultant returns to the office a tax invoice will be raised and emailed to you, by completing our Client Intake Form you are agreeing to the receipt of electronic invoices and statements.
- 7.2 Remote consulting and on-site support is undertaken at hourly rates, as amended from time to time. It is the client's responsibility to ascertain these rates prior to making use of our consulting services. Time billable is calculated portal to portal (includes travelling time – separate travel rate is applicable) thus the billable time will accrue from the point when the consultant leaves our Kenilworth office, until they return.
- 7.3 Remote and telephonic support will be charged at our standard hourly rate and there will be a *minimum charge* of 15 minutes per session / call, payable on presentation of a tax invoice.
- 7.4 Pricing and Fees. AGCA fees and charges for the Service you select are supplied to you during the ordering process. You agree to pay the charges applicable to your selected Service requirements, as well as any, applicable taxes and other charges including but not limited to activation fees, minimum service fees, no-show fees, fail to cancel fees, other nonrecurring charges, and set-up fees. Set up fees, activation fees, installation fees and other nonrecurring fees, if applicable, will be included in your first bill.
- 7.5 Discontinuation of Service for non-payment. Service to you may be denied or discontinued without notice at any time if you fail to make payment when due.
- 7.6 Late Fees. If any portion of your bill is not paid by the due date, AGCA may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice.
- 7.8 Missed Appointments. If you do not contact AGCA a minimum of 24 hours (24) hours prior to your appointment to cancel or otherwise reschedule your appointment, you will be charged at AGCA's discretion.
- 7.9 Service without Resolution. AGCA will make every reasonable attempt to troubleshoot, analyse, assess, correct, or otherwise fix your computer or network problem. If AGCA is unable to resolve your computer problem, you will still be liable for charges for time spent by AGCA to correct a problem.
- 7.10 The waiver of any fees or charges lies solely at the discretion of AGCA and will apply only if agreed to in writing by a member of AGCA.

8. LIMITATIONS ON USE OF THE SERVICE

- 8.1 You agree that your use of the Service, without limitation, is your sole responsibility, is solely at your own risk.
- 8.2 You agree that the Internet is not owned, operated or managed by, or in any way affiliated with AGCA and AGCA is not responsible and has no control over the information, content or other materials, some of which may be offensive, malicious or destructive in nature, which may be accessed, nor does AGCA guarantee access to or through websites, servers or other facilities on the Internet, whether or not such facilities are owned or controlled by AGCA.
- 8.3 You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information you transmit or receive over the Internet. AGCA is not responsible for invalid destinations, transmission errors, or corruption or security of your data.

9. NON-SOLICITATION

It is agreed that during the term of this agreement and for a period of one (1) year from the effective date of this agreement, a party will not either directly or indirectly, solicit for employment, employ, or otherwise contract for the services of any person who is now employed or engaged (either as an employee or consultant) or becomes employed or engaged during the term of this agreement by the other party their respective operations.

10. WARRANTIES AND LIMITATION OF LIABILITY

- 10.1 You acknowledge and agree that the service supplied hereunder is provided on an "as is" or "as available" basis, with all faults. Except as otherwise specifically set forth in this agreement and as otherwise specifically set forth in any manufacturer warranty for any equipment or software provided by AGCA (but only if such warranty is included with such equipment or software), AGCA (its members and employees), its third party licensors, providers and suppliers disclaim any and all warranties for the service, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy, non-infringement, non-interference, title, compatibility of computer systems and integration. No advice or information given by AGCA, or its representatives shall create a warranty. Use of AGCA computer support is at your own risk and is not warranted.
- 10.2 AGCA does not warrant that the service/ products provided by AGCA will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, malware, ransomware, or the like. AGCA shall not be liable for loss of your data, or if changes in operation, procedures, or services require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance.
- 10.3 In no event shall AGCA (its members or employees), its third-party licensors, providers or suppliers be liable for any direct, indirect, special, consequential, or incidental damages, including without limitation, lost profits or loss of revenue or damage to data arising out of the use, partial use, or inability to use the service / product.
- 10.4 All limitations and disclaimers stated in this paragraph also apply to AGCA's third party licensors, providers and suppliers, as third-party beneficiaries of this agreement.
- 10.5 Any rights or limits stated herein are the maximum for which AGCA (its members and employees), AGCA's third party licensors, providers and suppliers are collectively responsible.

APPROVED BY _____ at _____ this _____ day of _____ 20 _____

SIGNATURE _____