

## **Terms of use and license agreement**

Introduction	2
Legal age and capacity	2
Definitions	2
Our software	3
License	4
License restrictions	4
Payment	5
Registration with us	5
Protection and Security	5
Limitation of Liability	6
No Warranty	6
Disclaimer of liability	6
Loss limitation	6
Enhancements	6
Severability	7
Termination	7
Privacy policy	7
Software and equipment	8
Governing law and jurisdiction	8
Legal service of documents and notices	9
General terms	9

## ***Introduction***

We make our software available on condition that you accept this license as they are and without modifications. This license is a binding contract between you and us so it is very important that you read them carefully and ensure that you understand and accept them.

If you access and/or receive a benefit from and/or use our software, we will take that to mean you have read and understand this license and agree to them. **If you do not agree with any provision contained in this license, please do not use our software.**

We reserve the right, in our sole discretion, to, and you agree that we may, amend this license at any time, in any way and from time to time. We will notify you if and when we amend this license. These amendments shall come into effect immediately and automatically.

It is your responsibility to review this license regularly and to ensure that you agree with any amendments to this license. If you do not agree with any amendments to this license, you may no longer make use of the website or our software.

Only we may amend this license and when we do so, it will be in writing.

Chapter VII of the ECT Act grants rights to any natural person (in other words, living human beings) who enters or intends entering into what is known as an “electronic transaction” with us on our software. No part of this license is intended to limit the rights the ECT Act grants you.

Any reference in this license to a party shall, if such party is liquidated or sequestrated (the meaning of which includes any analogous proceedings in any other jurisdiction), be applicable also to and binding upon that party’s liquidator or trustee, as the case may be.

## ***Legal age and capacity***

You may not use our software and may not accept this license if you are a person barred from receiving our software under the laws of the Republic of South Africa or other countries including the country in which you are resident or from which you use our software.

In using our software you represent and warrant that you are of full legal age, or are emancipated or have your guardian’s consent to enter into a contract being this license.

## ***Definitions***

This license may contain a number of terms and phrases which have a specific meaning in this document. The headings in this license are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this license;

Unless we indicate to the contrary in this license, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa;

The following expressions shall bear the meanings assigned to them below and related expressions shall bear corresponding meanings –

- “**content**” means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, our software or the website;
- “**the ECT Act**” means the Electronic Communications and Transactions Act 25 of 2002;
- “**post**” means to upload, publish, transmit, share or store;
- “**RIC Act**” means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002;
- “**our software**” means our software [described below](#) which we provide through the website;
- “**this license**” means these license terms, as amended from time to time;
- “**use**” when used in the context of our software, means to operate, install on a computer or similar device or otherwise engage with our software;
- “**website**” means each and every website we own, host, operate or administer including, but not limited to, the websites located at or accessible through [www.excelatbudgets.com](http://www.excelatbudgets.com);
- “**you**” means users of our software as well as any other person seeking to interact with our software;

- **“Click and Plan Financial Tools”**, **“us”** and **“we”** means Click and Plan Financial Tools CC, a company duly registered and incorporated in accordance with the laws of the Republic of South Africa and with registration number 2009/127128/23,

When any number of days is prescribed such number shall exclude the first day and include the last day unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa;

All annexures, addenda and amendments to this license form an integral part of this license and, therefore, our contract with you.

### ***Our software***

We have developed a software application which enables our users to manage aspects of their business' financial needs.

We offer our software to you on or through the website subject to this license. Our software may also be subject to additional terms of service in which case we will notify you of this fact. We reserve any right not expressly granted to you.

We do not claim ownership of the medium on which our software is recorded or stored, but we do retain ownership of all copies of our software itself. You assume sole responsibility for the installation, use and results obtained from use of our software. In other words, we provide the tool; its use is your responsibility. As with any new tool, you may wish to seek instruction from third parties to use the tool, or in this case, our software, most effectively.

ATTENTION:PLEASE READ THIS DOCUMENT CAREFULLY BEFORE DOWNLOADING AND/OR INSTALLING OUR SOFTWARE. THE INDIVIDUAL OR ENTITY DOWNLOADING AND/OR INSTALLING OUR SOFTWARE AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DOWNLOAD AND/OR INSTALL OUR SOFTWARE AND DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE OUR SOFTWARE AND PROMPTLY DELETE OUR SOFTWARE FROM YOUR COMPUTER, AND CONTACT US REGARDING YOUR LICENSE PRICE.

## ***License***

We grant you a limited, non-exclusive license to do only the following:

- Install, use and maintain our software on no more than two computers at any time for your personal and non-commercial use (you specifically may not re-sell our software).
- Make one backup copy in machine-readable form solely for archival purposes for the computer, which our software is installed. Copyright law protects this software. As an express condition of this license, you must reproduce on our copyright notice and any other proprietary legends on the original copy we supply you with.
- Download a further copy of the software within 7 days of your original download where the original version of our software fails to install correctly or is otherwise defective.

### ***License restrictions***

You may NOT -

- sublicense, assign, or distribute copies of our software to others. Our Software contains trade secrets;
- decompile, reverse engineer, disassemble, or otherwise reduce our software to a human readable form.
- MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE, OR OTHERWISE ASSIGN OR TRANSFER Our Software, OR CREATE DERIVATIVE WORKS BASED UPON Our Software OR ANY PART THEREOF, EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE.

### ***Payment***

You agree to pay us a once-off license fee for the use of our software. You may do so on our website and on making payment of the license fee, you will have an opportunity to download our software.

Payments are handled through our authorized out-sourced vendor solution, [2checkout](#). Please make sure that you enter your correct details to receive

your order. Your sensitive data is safe and your transactions are protected by industry leading Secure Sockets Layer (“SSL”) software.

2checkout is our authorized goods and services reseller.

### ***Registration with us***

In order to purchase a license to our software, you are required to register with us by submitting information about yourself (“registration data”), the use of which information is governed by the privacy policy set out below. Registration with us may be achieved using a registration form available on the website. When you register with us, you may be asked to select a username and a password which you will use to secure your user account.

You warrant that any information you submit to us is accurate, current and complete. We will not render our software to you should you breach this warranty or subsequently be found to have breached this warranty.

You agree that the security of your user account is solely your own responsibility. You further agree that –

- you are responsible for maintaining and promptly updating the registration data and any other information you provide to us, thereby keeping it accurate, current and complete;
- if you believe the security of your user account has been compromised in any way, you will notify us immediately;
- if you believe that information or content posted to our software infringes on any person’s rights in any way, you will notify us immediately;
- you shall be held fully responsible for any misuse or compromise to your user account for which we are not properly notified; and
- if any security violations are believed to have occurred in association with your user account, we have the right to suspend access to your user account pending an investigation and resolution.

### ***Protection and Security***

You agree to use its best efforts and to take all reasonable steps to safeguard our software to ensure that no unauthorized person shall have access to our software and that no unauthorized copy, publication, disclosure or distribution

in whole or in part, in any form, shall be made. You acknowledge that our software contains valuable confidential information and trade secrets and that unauthorized use and/or copying are harmful to us.

### ***Limitation of Liability***

#### ***No Warranty***

We don't provide any warranties of any kind with regards to our software. You agree to license and use our software "as is". As a practical matter, however, we welcome suggestions and bug reports from you (although we don't provide any support for our software).

Training must be sought from experienced third parties of your choosing, at your risk and cost. We do not undertake the responsibility to "teach" how to use our software included in this license. We similarly do not provide any technical support for our software.

No oral or written information or advice we or our dealers, distributors, employees or agents may give shall in any way extend, modify or add to this "No Warranty" statement.

#### ***Disclaimer of liability***

NO WARRANTY IS PROVIDED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RISK AS TO THE SUITABILITY, QUALITY, EASE OF USE, AND PERFORMANCE OF OUR SOFTWARE. YOU FURTHER REMAIN RESPONSIBLE FOR ENSURING YOU BACKUP YOUR DATA REGULARLY.

IN NO EVENT WILL WE, OR OUR DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, BE LIABLE TO THE YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE OUR SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### ***Loss limitation***

LICENSOR'S LIABILITY TO THE END-USER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT SHALL EXCEED, THE AMOUNT ORIGINALLY PAID TO LICENSOR FOR THE LICENSE OF OUR SOFTWARE.

### ***Enhancements***

From time to time we may, in our sole discretion, advise you of updates, upgrades, enhancements or improvements to our software and/or new releases of our software (collectively, "enhancements") in exchange for payment of prices which we may establish from time to time. All such enhancements to our software shall also be governed by the terms of this license. IN ORDER FOR YOU TO BE ASSURED THAT YOU WILL BE ADVISED OF AND LICENSED TO USE ANY ENHANCEMENTS TO OUR SOFTWARE, YOU MUST COMPLETE THE REGISTRATION FORM ON THE WEBSITE.

### ***Severability***

If any term of this license is held by a court of competent jurisdiction to be invalid or unenforceable, then this license, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

### ***Termination***

This license is effective until terminated. This license will terminate immediately without notice from us if you fail to comply with any of its provisions. Upon termination of this license, you must destroy our software and all copies thereof. You may terminate this license at any time by similarly destroying our software and all copies thereof in your possession.

If you breach any of this license, we may immediately, automatically and without notice to you, terminate your use of and access to our software and/or prohibit your future access to our software and/or take appropriate legal action against you (including without limitation, applying for urgent and/or interim relief or claiming damages), without incurring any liability to you of any nature whatsoever and howsoever arising, and all of our rights in this regard are expressly reserved.

## ***Privacy policy***

We take reasonable steps to protect your personal information. For the purposes of this clause “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000.

We may electronically collect, store and use personal information with your consent (if you don't consent to this, please do not use or register on the website or use our software). This personal information includes, but is not limited to, the following:

- name and surname;
- contact details;
- Company name and designation; and
- email address.

We collect, store and use the personal information described above in order to (but not limited to the following) –

- grant you the use of our software;
- communicate requested information to you;
- communicate information to you regularly, for example through newsletters;
- compile and maintain the website and member database;
- register and/or authenticate users of and/or visitors to the website and/or services;
- identify and take reasonable measures to prevent fraudulent uses of or access to the website or our software;
- compile non-personal statistical information about browsing habits, click patterns and access to the website;
- attract advertisers by showing anonymised information about the database, for example demographics;
- track database size and growth; and
- track compliance of registrants and third parties with this license.

The personal information is collected either electronically (for example, through the use of cookies) or is provided voluntarily by users of and/or visitors to the website. You may determine cookie use independently through your web browser settings.

Personal information collected from you may be deleted from the website and member databases when your user account on the website is terminated for any reason.

We may collect, maintain, save, compile, share, disclose and sell the information subject to the following:

- We shall not disclose personal information unless the person from whom the personal information is collected, consents thereto;
- We shall disclose the information without your consent only where we are compelled to do so by law; and
- We may compile, use and share any of the information that does not relate to a specific individual.

### ***Software and equipment***

It is your responsibility to acquire and maintain, at your own expense, the computer hardware, software, communications infrastructure and access accounts required to access the Internet and our software which have an online component (including, but not limited to, the website).

### ***Governing law and jurisdiction***

Our software is developed, sold and maintained from the Republic of South Africa.

We both agree that this license shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

You irrevocably and unconditionally consent to the jurisdiction of the Magistrates Court even though the value of your claim may exceed the ordinary monetary jurisdiction of the Magistrates Court.

You also irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, South Africa.

### ***Legal service of documents and notices***

We choose the following address and contact details below for all communication purposes under this license, whether in respect of court process, notices or other documents or communications of whatsoever nature:

eMail Address	info@excelatbudgets.com
Postal address	PO Box 2637, Edenvale 1610
Fax number	+27 86 536 71936

### ***General terms***

You agree that:

- you are bound by this license;
- this license shall be deemed to have been concluded in Johannesburg at the time you access the website for the first time and download our software;
- data messages you address to us shall be deemed to have been –
  - received if and when responded to;
  - sent by you within the geographical boundaries of the Republic of South Africa;
- you shall be deemed to have been received data messages we address to as detailed in section 23(b) of the ECT Act;
- electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and us;
- as well as warrant that data messages that you send to us from a computer, IP address or mobile device normally used by you, was sent and/or authorised by you personally.

This license constitute the whole agreement between you and us relating to your access to and use of our software.

No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of this license which we may show, grant or allow you shall operate as an estoppel against us in respect of its rights under this license nor shall it constitute a waiver by us of any of our rights and we shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.

Nothing in this license shall create any relationship of agency, partnership or joint venture between you and us and you shall not hold itself out as our agent or partner or as being in a joint venture with us.

Microsoft and Excel are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other Countries.