

SMEasy Terms and Conditions

Important:

- Who you are contracting with: www.smeasy.co.za (the "Website") is owned and operated by SMEasy Business Software (Pty) Ltd, registration number: 2011/122182/07 hereinafter referred to as "SMEasy".
- Visitors to the Website ("Users" or "you"), including those Users who purchase any products on the Website ("Purchasers") are bound by these Terms and Conditions ("T&C"). If you do not agree to these T&C, do not continue to use the Website. Your continued use of the Website will constitute acceptance of the T&C, unmodified by you.
- These Terms and Conditions apply to your use of, and purchases made on, the Website and are divided into various sections as follows:
 - Part 1 – Purchases from SMEasy – Terms and Conditions applying to purchases from SMEasy.
 - Part 2 – General – Terms and Conditions applying to your use of the Website and any purchases made by you on the Website.
 - Part 3 – Disclaimer. Please take note of the Disclaimer clauses in particular.

PART 1 – PURCHASES FROM SMEasy

SMEasy Products

Digital Content

All SMEasy products are in Digital Content form and purchasing these products gives you the right to download the relevant Digital Content or access the relevant Digital Content from the appropriate location.

In these Terms and Conditions, "Digital Content" refers to SMEasy and/or AdminEasy manuals which are in .pdf format. Digital Content may also refer to training videos in digital format.

Your access to any Digital Content purchased by you from SMEasy will be granted via a link to the relevant file that will enable you to download the Digital Content that you have paid for, or to gain access to the software via an authorised process provided to you by SMEasy.

Errors

Please note that although SMEasy endeavours to accurately describe and/or depict each product on the Website, some descriptions or photographs may be of a generic nature and not specific to the particular product you wish to buy.

Limits to Functionality and Usage of Digital Content

Digital Content may not be able to be read on devices that do not support its digital format, or when the appropriate reader has not been installed. The PDF reader is available at no charge and can be [downloaded](#). Training videos are in .mov format and can be viewed from the SMEasy website or from [YouTube](#).

You will need to be connected to the internet when you download selected Digital Content and open it for the first time. SMEasy Digital Content will always require internet access for subsequent use.

Illegal Use of Digital Content

All Digital Content available on the SMEasy website is the exclusive property of SMEasy and is protected by copyright and other intellectual property laws. The download of Digital Content is intended for your personal and non-commercial use. Any other use of Digital Content purchased or downloaded from SMEasy is strictly prohibited.

You may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Digital Content, in whole or in part, and more specifically, you will not print, copy, or 'lend' Digital Content to any other person ("Illegal Activities"). By downloading any Digital Content, you hereby acknowledge and agree to these terms. You hereby undertake that you shall not attempt to be able to do any of the Illegal Activities and should any of the Illegal Activities be possible for some reason, you undertake to not do so. You hereby indemnify SMEasy from any and all loss, damage, or expense it may suffer or from claims which may be made by third parties against SMEasy which arise from, or in relation to, you having participated in any Illegal Activities in relation to any Digital Content sold by SMEasy.

Ordering Digital Content from SMEasy

When purchasing Digital Content from SMEasy, you will be purchasing the right to either download such Digital Content from the website, or to be provided with access to the cloud-based software. Consequently, delivery will take place electronically via the internet.

If you have any problems relating to the functionality of your link or access, please report same to SMEasy at our call centre on 087 238 2003 or via email on support@smeasy.co.za so that we can assist you in resolving the problem.

Agreements of Sale

Completing the online purchase order form but not finalising payment does not:

Constitute an agreement of sale; and/or constitute an order for such product, and as such, SMEasy can cancel the purchase order.

An agreement of sale only comes into effect if and when:

- You electronically submit a properly completed online purchase order for one or more products; *and*
- Payment is either authorised, or received by SMEasy in its bank account.
- If a voucher is used to purchase a product, then the voucher lifespan must still be active for the sale to be effective, and the online purchase order form properly completed.

Termination of Sales and Cancellation of Orders

- SMEasy reserves the right, for purposes of preventing suspected fraud, to refuse to accept or process payment on any order, and/or to cancel any sale concluded between you and SMEasy, in whole or in part, on notice to you.

Amounts Payable by You

Prices

The price of each product is displayed with the product listing. In the event of a sale or special offer, the discounted price is displayed.

Value Added Tax

Value Added Tax (VAT) at the rate of 15% is charged on goods bought by South African residents. VAT is not payable on orders if the billing address is international.

Import Duties

Import Duties may be payable by recipients of goods in foreign countries. SMEasy does not know what import duties/levies may be payable and cannot calculate or estimate such costs. You are responsible for determining whether any such import duties/levies are payable and, if so, you are responsible for the amount thereof.

Errors

SMEasy shall take all reasonable efforts to accurately indicate prices. However, should products be erroneously offered at incorrect prices, SMEasy will not be obliged to sell products at such incorrect prices.

Payment Methods

SMEasy takes reasonable steps to secure your payment information. SMEasy uses an outsourced payment system that is in SMEasy's reasonable opinion, sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of transaction concerned. SMEasy uses the following service providers for payment services, full details of their Ts&Cs can be obtained from their respective websites.

Debit Orders

Wirecard
Block C Grosvenor Square
Century Way
Century City
Cape Town
7441
support.za@wirecard.com

Credit Card Payments

DPO Paygate

240 Main Road
Rondebosch
Cape Town
7700
087 820 2020
support@paygate.co.za

Your payment for any products ordered from SMEasy must be made to SMEasy's bank account in any one of the following ways:

Credit card payments

At the time of placing the order, the transaction details are presented to the bank and payment is collected immediately. If the bank's authorisation is not obtained, the order will be cancelled.

Bank Deposits and Electronic Funds Transfer

If you select the 'pay via bank deposit' button, instructions will be given on how to deposit monies into SMEasy's bank account and it would be subject to the following rules:

- The exact amount must be paid.
- The payment must be identified by using the company login name provided in the reference section of the deposit slip or on the electronic transfer.
- No transfers may be made from ATMs.
- Cheque deposits are subject to a clearing period.
- No bank deposits are accepted from outside the borders of South Africa.
- Your order will be cancelled if you choose to pay by bank deposit and the amount due is not paid within 5 business days.

Vouchers

- Valid for use only during the stipulated time-period.
- No extension of the validity period.
- Voucher is valid for one-time use (in a single receipt) and is subject to activation within the stipulated time-frame.
- Note: SMEasy shall not be held liable for non-receipt or late arrival of vouchers due to any delays.

Debit Order (Applicable for the Monthly Payment Option)

If you select the monthly payment option, the Debit Order form must be completed. Properly completed debit order forms are deemed to:

- Instruct and authorise SMEasy to draw against my nominated account (or any other bank or branch to which I may transfer this account) the amount necessary for payment of the monthly premium due in respect of the licence agreement, on the day nominated by me.
- Authorise debit orders to be executed each and every month and continuing until termination of the licence agreement or until cancelled by me in writing.
- Effect withdrawals processed through a computerised system provided by the South African Banks and that details of each withdrawal will be printed on my bank statement.

- Acknowledge that any bank charges relating to this debit order instruction are for my account.
- Acknowledge that the party is hereby authorised to effect the drawing(s) against my account and may not cede or assign any of its rights to any third party without my prior written consent and that I may not delegate any of my obligations in terms of this authority to any third party without prior written consent of the authorised party and receipt of their acceptance of the terms.

Debit Order Acceptance Means That:

- Debit orders will be deducted from the prescribed bank account on the stipulated date as given by the User and each subsequent month thereafter.
- The amount of the debit order will be adjusted to take account of any amounts due; these amounts will be made in accordance with the stated Terms and Conditions.
- In the event a debit order is rejected by the bank, all related bank fees and the full amount of the initial total due will be payable by you.
- Debit orders will be processed on the 2nd day of every month or the next business day if this falls on a Saturday, Sunday or public holiday.

Non Payment of Monthly Licence Fee

Monthly Payment Options

SMEasy will be entitled and authorised to draw all amounts payable in terms of the Licence Agreement from the account specified by you (or any other bank or branch to which it may be transferred). The Debit Order will commence on the Activation Date and will not be revoked until termination of the Licence Agreement or until all amounts due and owing to SMEasy have been fully and finally discharged.

Should you fail to pay any amount on the due date for payment then SMEasy may, without prejudice to any of its other rights and remedies:

- Take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms.
- Suspend your access to the use of any product without notice to you until such time as the outstanding amount has been paid in full.
- Terminate this agreement with immediate effect.

In the event of SMEasy suspending your access to the use of any SMEasy product, SMEasy reserves the right to continue to charge you the agreed upon monthly fee to keep your account activated for the period of suspension, unless terminated by you in terms of the Licence Agreement.

In the event of a Debit Order not being honoured, SMEasy will use reasonable endeavours to inform you about the possibility of suspension of the use of any SMEasy product.

Annual Payment Option

One month prior to the annual renewal date, SMEasy will send a reminder and invoice for the next annual licence fees. This fee can be paid by EFT, credit card or converted to a monthly debit order.

Should you fail to pay the renewal fee on the due date, then SMEasy may, without prejudice to any of its other rights and remedies:

- Take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms.
- Suspend your access to the use of any product without notice to you until such time as the outstanding amount has been paid in full.
- Terminate this agreement with immediate effect.

In the event of SMEasy suspending your access to the use of any SMEasy product, SMEasy reserves the right to continue to charge you the agreed upon monthly fee to keep your account activated for the period of suspension, unless terminated by you in terms of the Licence Agreement.

In the event of payment not being received, SMEasy will use reasonable endeavours to inform you about the possibility of suspension of the use of any SMEasy product.

Downloads

Digital Content refers to digital products which will be delivered to you electronically via the internet.

The speed of delivery of a link will depend on a variety of factors, most of which are internet-related and beyond SMEasy's control (such as server availability, ADSL lines etc) and as such, SMEasy does not

hereby undertake to make delivery within any specific timeframe. However, as a guide only, delivery should occur within a few minutes depending on your speed and connection to the internet.

SMEasy does not charge any delivery fees for electronic delivery of the relevant Digital Content. However, you may incur costs (e.g. ISP fees) associated with downloading the Digital Content and/or link thereto and SMEasy will not under any circumstances be liable for any such costs incurred by you. In this regard note that Digital Content can be up to a few Megabytes in size.

You will be able to access and click on the link at any time following delivery thereof to you, subject to certain restrictions.

PLEASE TAKE NOTE OF THE FOLLOWING RESTRICTIONS:

- So as to reduce the risk of fraud, SMEasy reserves the right to limit the number of times any link can be clicked before access to the link is blocked. You will be able to click on such link at least once, but acknowledge that access to the link may become blocked after your first click so as to prevent fraud.
- The link will not appear if you have removed it, or SMEasy has removed it pursuant to your having 'returned' the Digital Content.

Vouchers

SMEasy Resellers may make physical and/or electronic vouchers (“**Vouchers**”) available from time to time.

General

Vouchers can only be redeemed:

- While they are valid, their expiry dates being unable to be extended.
- On the Website towards the purchase of SMEasy’s products.

Vouchers cannot be:

- Used to purchase other Vouchers.
- Used towards purchases at any affiliate website/s.
- Exchanged for cash.
- Transferred or assigned to any other person.

Please note that certain Vouchers may be product-specific in that they can only be used to purchase specific SMEasy products listed on the Website.

Agreements of Sale

Completing a purchase order form without completing the purchase cycle does not:

- Constitute an agreement of sale.
- Constitute an order for such product

As such, you cannot hold SMEasy liable if such product is not available when the purchase cycle is completed at a later stage.

Termination of sales

To protect the interests of customers, SMEasy uses reasonable endeavours to scrutinise transactions to prevent fraud and a transaction may be refused if SMEasy, in its sole discretion is not satisfied with its legitimacy. Accordingly SMEasy accepts no liability that may arise as a result of such refusal to process any such transaction.

PART 2 – GENERAL

Note that this part 2 applies to all purchases made on the Website.

Disclaimer

Save for SMEasy being liable to you:

- Under the Consumer Protection Act 68 of 2008 (“CPA”) in relation to any products sold by SMEasy to you via the Website.
- Under sections 43(5) and 43(6) of the ECT Act in relation to SMEasy’s payment systems not being sufficiently secure.

Neither SMEasy nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Website or the services or content provided from and through this Website. Furthermore, SMEasy makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website is free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors via email.

Although the products sold via the Website may be under warranty, the Website itself is supplied on an "as is" basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these Terms and Conditions that the service available from, and through, this Website will meet your individual requirements and be compatible with your hardware and/or software.

Information, ideas and opinions expressed on this Website should not be regarded as professional advice or the official opinion of SMEasy and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Website.

Governing Law and Jurisdiction

This Website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the 'Disputes' clause of these Terms and Conditions, you and SMEasy submit to exclusive jurisdiction of the South African courts.

Privacy

SMEasy shall take all reasonable steps to protect your personal information. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

SMEasy may electronically collect, store and use the following of your personal information:

- Name and surname.

- Birth date.
- Gender.
- Country of residence.
- Closest city.
- Non-personal browsing habits and click patterns.
- Email address.
- Mobile number (if provided by you).
- IP address.
- ID number/passport number.

SMEasy collects, stores and uses the abovementioned information for the following purposes:

- Subject to your consent, to inform you of facts relating to your access and use of the Website.
- Subject to your consent, to inform you about competitions and special offers from SMEasy and/or its partners / affiliates.
- To compile non-personal statistical information about browsing habits, click-patterns and access to the Website.
- To verify your identity when transacting with SMEasy.
- To ensure that the goods are received by the addressee.

Information detailed above is collected either electronically by using cookies or is provided voluntarily by you. You may determine cookie use independently through your browser settings.

You may elect not to receive any communications from SMEasy and/or its partners/affiliates.

SMEasy may collect, maintain, save, compile and share any information collected from you, subject to the following provisions:

- SMEasy shall not disclose your personal information unless you consent thereto or through due legal process.
- SMEasy may compile, use and share any information that does not relate to any specific individual.
- SMEasy owns and retains all rights to non-personal statistical information collected and compiled by SMEasy.

You acknowledge and agree that certain personal information (i.e. your full names, delivery address, email address and contact number) will be disclosed to SMEasy from whom you have ordered products in order to enable delivery of such products to you and to facilitate communication between you in relation to your purchase of such products.

Security

Any person that delivers or attempts to deliver any damaging code to this Website or attempts to gain unauthorised access to any page on this Website shall be prosecuted and civil damages shall be claimed in the event that SMEasy suffers any damage or loss.

You agree and warrant that your login name and password shall:

- Be used for your personal use only.
- Not be disclosed to any third party.

You allow SMEasy to take all reasonable steps to ensure the integrity and security of the Website and back-office applications. In the event that your login and/or password are compromised, you will immediately notify SMEasy and change your password.

All credit card transactions are Secure Socket Layers encrypted. SMEasy's registration documents and the Website's registered domain name are checked and verified by Let's Encrypt.

Data Backups

SMEasy will use reasonable endeavours to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time.

SMEasy uses the Microsoft Azure platform to host its Software and data. Microsoft Azure guarantee 99.95% uptime of web software hosted on their platforms and 99.99% uptime for data hosted on Microsoft Sql Azure databases. All SMEasy data is backup on a daily basis. You can find more information about the security and privacy policies employed by [Microsoft Azure](#).

However, it is your obligation to keep copies of critical financial data to ensure that you are always able to recover your work. SMEasy will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever. As an additional precaution against data loss, you are expected to make use of the ability to print out reports for each section of financial and staff information as well as download your data in .CSV format as this will enable easy uploads.

SMEasy will, unless required by law, delete all your data upon termination of the Licence Agreement. It is your obligation to ensure that you have downloaded your data prior to the termination date. The training videos provide details on how this can be done and the SMEasy Support Centre (support@SMEasy.co.za) can also assist if need be.

Service Delivery

SMEasy will use reasonable endeavours to make its service available to its Clients. However, the services are provided "as is" and "as available" and do not warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.

SMEasy will use its best endeavours to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot always guarantee this.

Changes to Agreement

SMEasy, in its sole discretion, may change these Terms and Conditions or any part thereof at any time without notice to you. It is your responsibility to ensure that you are satisfied with the amendments. Should you not be satisfied with the amendments, you must refrain from placing any further orders on, or from using in any way, the Website.

Disputes

Between you and SMEasy

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and SMEasy on any matter provided for in, or arising out of these Terms and Conditions, and not resolved through the Customer Relations Department of SMEasy, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The expedited arbitration rules may be [downloaded](#).

Address for Notices

SMEasy chooses as its address for all purposes under these Terms and Conditions, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: 20 Church Road, Dawncliffe, 3629 with a copy to sales@SMEasy.co.za (the sending of such copy being required in order for any notice to be validly delivered to SMEasy).

Term and Termination

These Terms and Conditions shall commence from the date on which they are published on the Website and continue indefinitely, as amended by SMEasy from time to time (as described above), for so long as the Website exists and is operational, SMEasy being entitled to terminate these Terms and Conditions and/or shut down the Website at any time (subject to still processing any orders then already placed and accepted by SMEasy).

Copyright and other Intellectual Property Rights

Any and all copyright subsisting in the Website, including these Terms and Conditions, vests in SMEasy and all rights not expressly granted are reserved.

SMEasy may not screen or edit all the content available from the Website and does not accept any liability for illegal, defamatory or obscene content. You are encouraged to inform SMEasy of any content that may be offensive or illegal.

All the content, trademarks and data on this Website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to SMEasy and as such are protected from infringement by local and international legislation and treaties.

Electronic Communications

When you visit the Website or send emails to SMEasy, you consent to receiving communications from SMEasy electronically and agree that all agreements, notices, disclosures and other communications sent by SMEasy satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".

Hyperlinks, Framing, Spiders and Crawlers

Hyperlinks provided on this Website to non-SMEasy sites are provided as is and SMEasy does not necessarily agree with, edit or sponsor the content on such web pages.

No person, business or website may frame this site or any of the pages on this Website in any way whatsoever.

No person, business or website may use any technology to search and gain any information from this Website without the prior written permission of SMEasy. Such permission could be obtained from sales@SMEasy.co.za.

Information

The ECT Act states that when goods or services are offered by way of certain electronic transactions, the seller thereof must make certain information about its availability to customers on websites where the goods or services are offered.

SMEasy's information is as follows:

Full name:

SMEasy Business Software (Pty) Ltd

Main business:

Software development and online retailer

Address for receipt of legal notices:

20 Church Road, Dawncliffe, 3629

Website:

www.smeasy.co.za

Email:

support@smeasy.co.za

[Download the manual](#) published in terms of section 51 of the Promotion of Access to Information Act No 2 of 2000

PART 3 – DISCLAIMER OF WARRANTIES

3.1 You understand and agree that this site and the information, services, products and materials available through it are provided on an “as is” and “as available” basis. You expressly agree that the use of this site is at your sole risk.

3.2 To the fullest extent permissible pursuant to applicable law, SMEasy and its affiliates disclaim all warranties of any kind, either express or implied, including but not limited to any warranties of title, or implied warranties of merchantability or fitness for a particular purpose. No oral or written information provided by SMEasy or its affiliates, officers, directors, employees, agents, providers, merchants, sponsors, licensors or the like shall create a warranty; nor shall you rely on any such information or advice.

3.3 You expressly agree that use of this site, including all content, data or software distributed by, downloaded or accessed from or through this site, is at your sole risk. You understand and agree that you will be solely responsible for any damage to your business or your computer system or loss of data that results from the download of such content, data and/or software.

3.4 You acknowledge that SMEasy does not control in any respect any information, products or services offered by third parties on or through this site, except as otherwise agreed in writing, SMEasy and its affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of content or products distributed or made available by third parties through this site.

3.5 SMEasy does not make any warranty that this site or its content will meet your requirements, or that the site or content will be uninterrupted, timely, secure or error-free, or that defects, if any, will be corrected, SMEasy does not represent or warrant that materials in this site or information provided by SMEasy via email or other means, are accurate, complete, reliable, current or error-free. Nor does

SMEasy make any warranty as to the results that may be obtained from use of SMEasy or its content or as to the accuracy, completeness or reliability of any information obtained through use of the site.

3.6 SMEasy assumes no responsibility for any damages suffered by a user, including, but not limited to, loss of data from delays, non-deliveries of content or email, errors, system down time, mis-deliveries of content or email, network or system outages, file corruption or service interruptions caused by the negligence of SMEasy, its affiliates, its licensors or a user's own errors and/or omissions.

3.7 SMEasy disclaims any warranty or representation that confidentiality of information transmitted through this website will be maintained.

3.8 All the information appearing on this site is provided without a representation or warranty whatsoever, whether expressed or implied, and SMEasy disclaims any liability to the user in this regard.

3.9 SMEasy has taken reasonable steps as far as is possible, to ensure the accuracy and completeness of the content shown on this site, to ensure that the user doesn't suffer any loss or damages as a result of the use of this site.

3.10 Under no circumstances, including without limitation negligence, shall SMEasy or its parents, subsidiaries, affiliates, officers, directors, employees, agents, suppliers or any other party involved in creating, producing, transmitting, or distributing SMEasy or related services be liable for any indirect, incidental, special, consequential or punitive damages arising from or in connection with the use or inability to use SMEasy or any content provided by or through this site, or resulting from unauthorised access to or alteration of your transmissions or data, or other information that is sent or received, including but not limited to damages for lost profits, use, data or other intangibles, even if SMEasy has been advised of the possibility of such damages.

3.11 SMEasy shall have no liability to you in connection with any actions or transactions by an individual that uses your user name and password with your consent or knowledge or any cause over which SMEasy does not have direct control, including, but not limited to, problems attributable to computer hardware or software (including computer viruses), telephones (or other communications equipment), or internet service providers.

3.12 SMEasy shall have no liability to you in connection with any product, service or otherwise, purchased or used as a result of the use of this site. It is expressly understood that the user is aware that SMEasy provides a service to bring buyer and seller or service offerer and service consumer together, and accepts no responsibility for the quality, reliability, safety, function, suitability or otherwise, of a product purchased, service used, or otherwise, as a result of the use of this site.

3.13 SMEasy shall not be liable for any fraud, deception or misrepresentations by Users of the Service in any capacity whatsoever.

3.14 In no event shall SMEasy be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software) or for any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus or failure or interruption of electrical, telecommunications or other utility services).

3.15 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, in such jurisdictions, liability is limited to the fullest extent permitted by law.