

Terms and Conditions of Use

1. INTRODUCTION

These terms of the Service Agreement, together with the Service User Registration details (collectively referred to as 'this Agreement'), shall constitute the entire agreement between Softline (Pty) Ltd and the Service User relating to the subject matter hereof. For the purpose of these terms and conditions Softline (Pty) Ltd shall include all of its group companies including but not exclusive to Pastel Payroll and Pastel Software.

2. THE SERVICE

- 2.1 Softline (Pty) Ltd will provide the Service User with the services of Pastel Evolution Payroll and HR, Pastel Partner Payroll, Pastel Micropay, Pastel My Paycheck Online and/or Pastel Payroll Employee Self Service.
- 2.2 Softline (Pty) Ltd reserves the right, at any time, to modify or discontinue, temporarily or permanently, the Service or parts thereof with or without notice.

3. FEES AND CHARGES

- 3.1 The fees and charges payable by the Service User to Softline (Pty) Ltd for the Service will be determined in accordance with the schedule of fees and charges as published from time to time by Softline (Pty) Ltd.
- 3.2 Softline (Pty) Ltd shall be entitled to increase the fees and charges, provided that:
 - 3.2.1 Softline (Pty) Ltd shall notify all existing service users of such an increase timeously.

4. PAYMENT PROVISIONS

- 4.1 The Service User undertakes to effect payment of all amounts due to Softline (Pty) Ltd arising out of this agreement prior to activation of the service by Softline (Pty) Ltd.
- 4.2 **Refund Policies.** Unless otherwise provided by law or in connection with any particular service offer, all charges are non-refundable, and the costs of any returns will be at your expense.
- 4.2 **Return Policies.** Unless otherwise provided by law or in connection with any particular service offer, no returns will be processed.

5. TERM

- 5.1 This agreement shall commence on the effective date and remain in force for a minimum period of 12 months.
- 5.2 The agreement shall be renewed by the service user for each successive 12 month period.

6. EFFECTIVE DATE

- 6.1 The effective date shall be the date on which the service user purchases a contract.
- 6.2 The Service will only be commenced on payment by the Service User of the fees for the Service, as detailed in the contract purchased.

7. PRIVACY AND SECURITY

- 7.1 Using a credit card to transact is a safe way to pay for your software, renewal invoices or outstanding balances.

All personal and credit card information is encrypted through secure server software to prevent any third party access to your data. All historical data is held in a secure environment. Transactions are processed via a third party contractor.

- 7.2 While every effort is made to ensure that all information on the site is updated and correct, Softline (Pty)

Ltd shall not be liable for any loss, breach, damage (whether direct, consequential, general or special) or expense of any nature whatsoever which may be caused, directly or indirectly through the use of, supply or reliance upon any information or service provided by this website.

- 7.3 The risk involved in use of a credit/debit card for online purchases/payments lies solely with the user of this service. Even though Softline (Pty) Ltd in conjunction with their service providers will do as much as possible to ensure secure transactions, it remains the responsibility of the user of this service to ensure all confidential information is kept as such.

8. OBLIGATIONS OF THE SERVICE USER

- 8.1 The Service User is entirely responsible for maintaining the confidentiality of the information relating to the service provided by Softline (Pty) Ltd. Furthermore, the Service User is entirely responsible for any and all activities that occur under the Service User's account name. The Service User agrees to notify Softline (Pty) Ltd immediately of any unauthorized use of the account, as well as any other breach of security.
- 8.2 The Service User agrees to abide by all applicable local, state, national and international laws and regulations and is solely responsible for all acts or omissions that occur under the account, including the content of the electronic messages or transmissions through the Service. By way of example, and not as a limitation, the Service User agrees not to :
- 8.2.1 defame, abuse or otherwise violate the legal rights (such as rights of privacy and publicity) of other Service Users or other persons;
 - 8.2.2 publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information;
 - 8.2.3 create a false identity for the purpose of misleading people or entities as to the Service User's true identity;
 - 8.2.4 transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless the Service User owns or controls the rights thereto or has received all necessary consents;
 - 8.2.5 interfere with or attempt to disrupt networks connected to the Service or otherwise disrupt or tamper with the Service;
 - 8.2.6 attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service;
 - 8.2.7 violate any applicable laws or regulations.
- 8.3 The Service User undertakes at all times to conduct its use of service in an ethical manner and undertakes not to engage in any practice which could be classified as a harmful business practice, and which could harm or damage the reputation of Softline (Pty) Ltd.

9. WARRANTIES

- 9.1 The Service User warrants and records to and in favour of Softline (Pty) Ltd that the Service User is aware of the fact that Softline (Pty) Ltd does not have any control over the quality, quantity, description, legality, morality, functionality, characteristics or legality of any use of the detail entered by the Service User.
- 9.2 The Service User warrants and records to and in favour of Softline (Pty) Ltd that the Service User is aware of the fact that Softline (Pty) Ltd is not able to verify or confirm the identity of any person or entity with which the Service User may have contact pursuant to the Service User's use of the Service.
- 9.3 In addition, the Service User hereby warrants to and in favour of Softline (Pty) Ltd that it –
- 9.3.1 will, at all times while using the Service, act honestly and in the utmost good faith;
 - 9.3.2 has the necessary legal title, legal capacity and right to utilize the Service; and
 - 9.3.3 will have no action against Softline (Pty) Ltd or its shareholders, directors or employees arising either directly or indirectly out of the use of the Service and, to the extent necessary, the Service User hereby waives and abandons such claims.

10. DISCLAIMERS / LIMITATION OF LIABILITY

- 10.1 Softline (Pty) Ltd does not represent or warrant that the Service or the Service User's use thereof will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available are free of viruses or other harmful components.
- 10.2 Softline (Pty) Ltd does not warrant or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.
- 10.3 Softline (Pty) Ltd shall not be responsible for unauthorized access to or alteration of transmissions or data, any material or data sent or received or not sent or received, or any transactions or agreements entered into through the Service.
- 10.4 The Service User specifically agrees that Softline (Pty) Ltd is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.
- 10.5 The Service User specifically agrees that Softline (Pty) Ltd is not responsible for any content or data sent using and/or included in the Service.
- 10.6 Softline (Pty) Ltd and/or its suppliers, shareholders, directors and employees make no representations about the suitability, reliability, availability, timeliness, and accuracy of the Service for any purpose. The Service is provided "as is" and without warranty of any kind. Softline (Pty) Ltd hereby disclaims all warranties and conditions with regard to the Service, including all implied warranties and conditions of Service User ability, fitness for a particular purpose, title and non-infringement.
- 10.7 In no event shall Softline (Pty) Ltd and/or its suppliers, shareholders, directors and employees be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Service, with the delay or inability to use the Service, the provision of or failure to provide the Service, whether based on contract, derelict, negligence, strict liability or otherwise, even if Softline (Pty) Ltd has been advised of the possibility of such damages. The Service User's sole and exclusive remedy is to discontinue using the Service as provided for in clause 5 above.

11. INDEMNIFICATION

The Service User agrees to indemnify and hold Softline (Pty) Ltd and its shareholders, directors and employees harmless from any claim, demand or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of the Service User's use of the Service.

12. PROPRIETARY RIGHTS TO CONTENT

The Service User acknowledges that the content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained or made available to the Service User via the Service is protected by copyrights, trademarks, patents or other proprietary rights and laws and the Service User undertakes not to infringe such rights.

13. TERMINATION OF SERVICE

Softline (Pty) Ltd may, at its sole discretion, terminate the Service provided to the Service User without notice, for any reason, including, without limitation, if the Service User has acted inconsistently with the letter or spirit of this agreement.

14. GENERAL

- 14.1 This agreement shall be governed by and interpreted in accordance with the laws of South Africa.
- 14.2 The Service User agrees that no joint venture, partnership, employment, or agency relationship exists between the Service User and Softline (Pty) Ltd as a result of this agreement or use of the Service.
- 14.3 Softline (Pty) Ltd's performance of this agreement is subject to existing laws and legal process and nothing contained in this agreement is in derogation of Softline (Pty) Ltd's right to comply with governmental, court and law enforcement requests.
- 14.4 If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid

or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

14.5 Unless otherwise specified herein, this agreement constitutes the entire agreement between the parties with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the parties with respect to the Service.

14.6 The Service User hereby appoints its address as set out in the registration process as the Service User's registered place of business for all purposes relating to this agreement.

14.7 This agreement may not be ceded by the Service User to any other party.

14.8 The clause headings in this agreement are solely used for the convenience of the parties and have no legal or contractual significance.

