



# APLISO-Plus Terms of Service Agreement

We don't like small print, but here it is.

This Terms of Service Agreement (the "Agreement") is a binding legal agreement between you (either an individual or a company) (the "Customer") and Apliso-Plus Africa (Pty) Ltd (the "Company"). By using <http://www.apliso-plus.com/> (the "Platform"), you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you are not permitted to use the Platform. The Platform may include associated Platform components, media, printed materials, "online" or electronic documentation, and any and all copies and derivative works of such Platform program and documentation. This license Agreement supersedes any prior proposal, representation, or understanding between the parties.

The Platform is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Platform is licensed, not sold.

## 1. Grant of License

### (1a) Use

This Agreement grants a non-transferable license to use the Platform on the <http://www.apliso-plus.com/> website. The Company reserves the right to determine whether use of the Platform qualifies under this Agreement. The Company owns all rights, title and interest to the Platform (including all intellectual property rights) and reserves all rights to the Platform that are not expressly granted in this Agreement.

### (1b) Set up

The Company will make available the Platform to the Customer by setting up an account for the Customer on the Platform, and providing to the Customer login details for that account as soon as practicable or within [3] Business Days following the Customers application or effective date, whichever is the earliest.

(1c) Subject to the limitations set out in Clause [1.d] and the prohibitions set out in Clause [1.E], the Company hereby grants to the Customer a non-exclusive licence to use the Platform for the Permitted Purpose via any standard web browser or via mobile phones and tablet pc's in accordance with the Documentation during the Term.

### (1d) Limitations



The licence granted by the Company to the Customer under Clause [2] is subject to the following limitations:

- (a) The Platform may only be used by the named users identified and loaded on the Platform providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein:
  - [1] A new user can be set-up by the nominated Admin user, using the tools and functions provided in the Platform.
  - [2] An existing user can be deleted by the Admin user, using the tools and functions provided in the Platform. A deleted user will be included in the total number of users for billing purposes for one month after deletion of such user from the system.

**(1e) Prohibitions**

The Customer must not use the Platform:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

**(1f) Backup Copies**

The Customer may not make back-up copies of the Platform as may be necessary for any purposes. The company creates and maintains full Platform back-ups and on written request will re-install the Customer data based on operational requirements.

**(1g) User Security**

The customer users are responsible for maintaining the security of the username and passwords provided. The Company cannot and will not be liable for any loss or damage of Customer information from your failure to comply with this security obligation.

**(1h) Customer Responsibility**

The Customer is responsible for all content posted and activity that occurs under your account. That includes content posted by others who either: (a) have access to your login credentials or (b) have their own login under your account.

**(1i) Bots**

The customer and the users created must be "a human registered". Accounts registered by "bots" or other automated methods are not permitted.

## **2. Support Services and Upgrades**



2.1 The Company may sub-contract the provision of any of the Support Services without obtaining the consent of the Customer.

2.2 The company will provide upgrades and or fixes to the platform, from time-to-time to support business requirements, user requests and changes brought about by updates to the ISO Standards supported by the Company.

### **3. Trial period**

When agreed with the Customer to an initial trial, the Company will provide for a 30 day trial-period, during which all of the provisions of this Agreement shall apply, save as follows:

- (a) the Customer shall have no obligation to pay the Charges in respect of the trial period;
- (b) either party may terminate the Agreement immediately by giving written notice to the other party at any time before the end of the trial period (in which case no liability to pay any Charges in respect of Platform access or Support Services will arise.
- (c) at the end of the agreed trial period, should no notice to terminate the trial period have been given by either party, the continued use of the platform will be on a normal use basis and all charges for the use of the platform will apply with immediate effect.

### **4. Charges and Payments**

Charges for the use of the Platform will be billed to the Customer on the 25<sup>th</sup> day of each month, with payment due on or before the last working day of the month in which the charge was made. Charges are made as follows:

- (a) There is an initial Charge for the set-up of the customer information. This set-up fee is billed after the 30 day trail period (if applicable) in clause 3 above .
- (b) There is a monthly fee per user set up on the Platform. Users will be any user set-up on the Platform associated with your company during the month of billing. There will be no credit for users who do not use the Platform in the month of billing.

Failure to pay invoices presented for the use of the Platform for more than one month, will result in a temporary suspension of the account and use of the Platform, until such time as invoices are paid to date. Continued failure to pay the charges for the use of the Platform will result in termination of use as per clause 7 below.



## **5. Description of Other Rights and Limitations**

### **(5a) Maintenance of Copyright Notices**

You must not remove or alter any branding or copyright notices on any and all copies of the Platform.

### **(5b) Distribution**

You may not sell, assign, license, disclose, distribute, or otherwise transfer or make available the Platform or its Source Code, in whole or in part, in any form to any third parties.

### **(5c) Prohibition on Reverse Engineering, Decompilation, and Disassembly**

You may not reverse engineer, decompile, or disassemble the Platform or its Source Code.

### **(5d) Rental**

You may not rent, lease, or lend the Platform to any other person, company or entity and you may not give your user name and password to any other company at any stage.

### **(5e) Support Services**

Company may or may not provide you with support services related to the Platform ("Support Services"). Any supplemental Platform code provided to you as part of the Support Services shall be considered part of the Platform and subject to the terms and conditions of this Agreement.

### **(5f) Compliance with Applicable Laws**

You must comply with all applicable laws regarding use of the Platform.

### **(5g) Valid Licensed Email Address**

You must maintain the email address used to purchase your license for the Platform (see 4c below).

## **6. Copyright**

All title, including but not limited to copyrights, in and to the Platform and any copies thereof are owned by the Company. All title and intellectual property rights in and to the content which may be accessed through use of the Platform is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content. All rights not expressly granted are reserved by Company.

## **7. Termination**



#### **(7a) General Terms of Termination**

You may use the Platform under this Agreement until either party terminates this Agreement as set forth in this section. Either party may terminate the Agreement at any time by providing 30 days written notice to the other party. Upon termination, all licenses granted to you will terminate, and you will immediately terminate use of the Platform. Sections 1d, 1e, and sections entitled "Warranties," "Indemnification," and "Limitation of Liability" will survive any termination of this Agreement.

#### **(7b) License Violation Termination**

In the event of license termination due to violation of the Agreement, all terms of section (1) remain in force with the additional measure that all satisfaction guarantees, written or implied, are nullified.

#### **(7c) Active Administrator**

In order to keep your license in good standing you must maintain the valid email address used to register for the Platform license. If that email address becomes invalid or if we are unable to contact you via the email address registered to your license for a period longer than 14 days, we reserve the right to terminate your license due to invalid or inactive administrator on the licensed domain.

### **8. Warranties**

(8a) The Customer warrants and represents to the Company that it has the legal right and authority to enter into and perform its obligations under this Agreement

- (1) You are solely responsible for determining the appropriateness of the use of the Platform and assume all risks associated with its use.
- (2) You assume all risk associated with the quality, performance, and use of the Platform, including, but not limited to, damage to equipment, loss of data or Platform programs, or unavailability or interruption of operations.
- (3) The Customer acknowledges that:  
A complex Platform is never wholly free from defects, errors and bugs, and the Company gives no warranty or representation that the Platform will be wholly free from such defects, errors and bugs;

(8b) The Company warrants and represents to the Customer:

- (1) that it has the legal right and authority to enter into and perform its obligations under this Agreement;
- (2) that it will perform its obligations under this Agreement with reasonable care and skill;



- (3) that the Platform will operate without Defects and will perform substantially in accordance with the Documentation (subject to any Upgrades);
- (4) that the Platform will be hosted in accordance with the applicable legislative requirements in which the customer operates;
- (5) the Platform (excluding for the avoidance of doubt the Customer Materials) will not infringe any person's Intellectual Property Rights in any jurisdiction and under any applicable law / in South Africa and under South African law or other Jurisdictions in which the Customer operates;
- (6) the Platform is and will remain free from viruses and other malicious Platform programs known and identified by the Company.
- (7) Company does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Platform or information captured by the Customer or any of the customer users.

## **9. Indemnification**

By accepting the Agreement, you agree to indemnify and otherwise hold harmless the Company, its officers, employers, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Platform or any other matter relating to the Platform.

## **10. Limitation of Liability**

In no event shall the Company be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of "Authorized Users" use of or inability to use the Platform, even if Company has been advised of the possibility of such damages. In no event will Company be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. Company shall have no liability with respect to the content of the Platform or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information. Some jurisdictions do not allow the exclusion of the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In no event will the Company's total cumulative damages exceed the fees you paid to the Company under this Agreement in the most recent twelve-month period.

## **11. Confidentiality**



The Company will:

- (a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause [11];
- (b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and
- (c) without prejudice to the generality of Clause [11(b)], deploy and maintain the security systems and technologies in relation to the Customer Confidential Information held on the Platform.

## 12. Definitions

### **(12a) Definition of website**

A “website” is defined as a single domain, excluding sub-domains, that operates as a single entity. What constitutes a single entity shall be at the sole discretion of the Company.

### **(12b) Definition of Source Code**

The “Source Code” is defined as the contents of all HTML, CSS, XML, JavaScript, and PHP files provided with the Platform and includes all related image files and database schemas.

### **(12c) Definition of Authorized Users**

“Authorized Users” are individuals or single entities that have been licensed to use the Platform according to this Agreement and are defined to the Platform as users.

## 13 Changes to the Agreement

We may revise these Terms from time to time, with the most current version will always be at <https://www.apliso-plus.com/license.php>. If the revision, in our sole discretion, is material we will notify you via e-mail to the email associated with your license. By continuing to access or use Apliso-Plus.com after those revisions become effective, you agree to be bound by the revised Agreement.