

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE**1) TERMS OF WEBSITE USE**

- These Terms and Conditions (“Terms and Conditions ”), together with the documents referred to herein, makes provision for the terms and conditions applicable when making use of our website <http://vortimo.com/> (or such website that directs you to www.vortimo.com and/ or any social network website we make available to you (“our website(s)”).
- These Terms and Conditions also refer to our Privacy Policy which sets out the terms on which we process any Personal Information. By using our website, you consent to such processing and you warrant that all Personal Information provided by you is accurate.
- Take note that these Terms and Conditions address the Purchase Cycle for purposes of acquiring our Software, however the use of the Software is subject to the **[Software License Agreement]**.
- If you do not agree to these Terms and Conditions , we advise that you refrain from making use of our website.

Please pay specific attention to the BOLD paragraphs of the Terms and Conditions. These paragraphs limit the risk or liability of Vortimo, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Vortimo or is an acknowledgement of any fact by you.

2) INFORMATION ABOUT US

Our website is owned and operated by **VORTIMO (PROPRIETARY) LIMITED** (“Vortimo”, “we”, “us”, “our”).

Registration Number: 2018/630618/07.

Registered Address: 101 Herbert Baker Street, Groenkloof, Pretoria, Gauteng, 0181 (“Premises”, “Head Office”).

Postal Address: As above.

For more information about us, [click here](#).

3) CHANGES TO THESE TERMS

- We may change these Terms and Conditions or any other term as referred to under these Terms and Conditions at any time. The amendments will be applicable when published on our website.
- Please check the Terms and Conditions from time to time to take notice of any changes made, as they are binding on you.

4) CHANGES TO OUR WEBSITE

- We may update our website from time to time, and may change the Content at any time.
- We may stop publishing our site at any time without notice and will not be responsible for any consequences.
- The Content on our website is provided for general information purposes only and that the Content may be out of date at any given time. Although we make reasonable efforts to update the information on our site, **we make no representations, warranties or guarantees, whether express or implied**, that the Content on our site is accurate, complete, free from errors or omissions or up-to-date.

5) ACCESSING OUR WEBSITE

- **Access to our website** is made available free of charge.
- **Software licensing:** to manage your software you will have to register (during download of software) and use your user account (see par. 8)f) below).
- We do not guarantee that our website, or any Content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis.
- We may suspend, terminate, withdraw, discontinue or change all or any part of our website without notice to you. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period. This clause shall not affect your rights under our Software License Agreement where you adhere to same.
- **You are responsible for making all arrangements necessary for you to have access to our website**, including, but not limited to, mobile data and the costs associated with it. We do not guarantee that our website, or any portion thereof, will function on any particular hardware or devices. In addition, use of our website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

6) RIGHTS GRANTED TO YOU

Subject to these Terms and Conditions, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our website and Content at any time, solely for your personal, non-commercial use (except where you act on behalf of an organisation to determine whether the organisation wants to do business with Vortimo), on any device of which you are the primary user. We may terminate this licence at any time for any reason. Any rights not expressly granted herein are reserved by us.

7) PROHIBITED USES

You may not use our website or Content:

- in any way that breaches any applicable local, national or international law or regulation (including intellectual property laws);
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- in any way that encourages any illegal activity, including, but not limited to, promoting or facilitating access to, use of and/ or sale of illegal substances, services, information and/ or devices;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: Spam);

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- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our website or the Content used by us or any other Users of our website;
- to access or attempt to access, without authority, interfere with, damage, alter, corrupt or disrupt any data or part of our website or the equipment or network on which the website is stored; and/ or
- in any way to facilitate or assist any third party to do any of the above.

You may further not:

- remove any copyright, trademark or other proprietary notices from any portion of our website or Software;
- reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our website (or any part thereof);
- decompile, reverse engineer or disassemble our website except as may be permitted by applicable law;
- cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our website or unduly burdening or hindering the operation and/ or functionality of any aspect of our website;
- frame our website or any part thereof;
- access or use our website or the Content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorised content);
- transmit content that the user does not own or does not have the right to publish or distribute; or
- attempt to gain unauthorised access to or impair any aspect of our website or its related systems or networks.

E-mail addresses, names, telephone numbers, physical addresses and/ or fax numbers published on our website may not be incorporated into any database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no “opt-in” / permission from us to utilise same.

8) COMMERCIAL TERMS WHEN LICENSING THE SOFTWARE

a) Order process

- Selection of subscription plan (“Plan”):** you may choose between our various plans as presented to you on our “Buy” page.
- Signing:** No electronic signature is required to conclude the contract between us; the mere sending of a Data Message or click on “I accept” or “Register Now”, or “Checkout” or “Submit” or placing a tick in the tick box made available to you demonstrates your acknowledgement and agreement to these Terms of Supply and the Software specific T&C’s (where applicable).
- Software with pricing on our website:** by placing pricing against the Software available from our website we invite you to do business with us;
- Shopping Cart:** Placing Software in a wish list / shopping chart without completing the Purchase cycle does not constitute an order for such Software, and as such, the Software may be removed from the shopping chart if it is no longer available or the price thereof might change without notice to you. You cannot hold us or our licensors liable if such Software that are not available or are not available at the particular price when you complete or attempt to complete the Purchase cycle at a later stage
- Obtain quotation:** If you have requested a quotation from us or has sent a purchase request to us as per our [Contact Us] page (not using the Shopping Cart), we will send you a quote (as an invitation to do business) via e-mail including these Terms of Supply. Your acceptance of said quotation and communication of same to us shall be your offer to subscribed to the selected Plan.
- The Offer:** your order to us is your offer to license the Software (as per the selected Plan) from us;
- Acceptance of your order:** Our acceptance of your order will take place at our Premises on receipt of your payment, which we may confirm via email (take note, at this stage no contract has been concluded between us). We are under no obligation to accept your order;
- Contract formation:** the contract will be concluded between you and Vortimo on receipt of your payment (clear funds) and receipt by you of our acceptance of your order (“**Commencement Date**”);
- If we cannot accept your order or deliver your order: If we are unable to accept your order or deliver your order we will inform you of this and will refund your payment we have received as cleared funds. This might be because of an error in the price or description of the Software.
- Vortimo may, at its own discretion, use third parties to carry out the above process.
- Take note that these Terms of Supply deals with the acquisition of our Software under license. The commencement date and use of the Software is subject to the **Software License Agreement** made available to you prior to downloading the Software.

b) Software & and Software description

- Software presentation may vary slightly :** The screen snapshots or videos of the Software’s lay-out and functionalities on our website are for illustrative purposes only. Although we have made every effort to display the Software accurately, we cannot guarantee that a device’s display will reflect it accurately or that the Software version that you may download will look exactly the same. The Software may therefore vary slightly from those in snapshots or videos. Such variations shall not form part of the Contract or have any contractual force.
- The Software are made available under License.** By downloading the Software you agree to the terms and conditions of the [Software License Agreement].

c) Your rights to make changes to the order

- Prior to submission of your order, you will be allowed to make changes to your selection of Software in the Shopping Cart.

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- ii) Except as per par. 6.3 below, after submission of the order, payment and download of the Software you will not be allowed to amend the order anymore.
- d) **Delivery of Software:** The Software will be delivered by download.
- e) **Subscription term and activation**
 - i) The subscription term for the Plan you selected will be as stated under the **Software License Agreement** at the time of selecting the Plan.
 - ii) The commencement date of your Software license term is not dependent on the activation of the Software.
 - iii) To activate the Software you will be send a OTP (one true pairing) number to the address as provided by you during download of the Software. You are in control of your email and Vortimo shall not be liable for any actions taken from your email account.
- f) **User account**
 - i) Nobody under the age of 18 is allowed to create an account to transact on our website.
 - ii) During the order process FastSpring collects on our behalf your name and email address. It is your responsibility to ensure the email address is accurate. We will use this email address for verification purposes, to activate you Software License and to enable you to manage the Software License(s) you have acquired;
 - iii) Where multiple Licenses have been acquired by you, you will be able to allocate these licenses to other third parties in accordance with our Software License Agreement. The use of the Software by those appointed users will be subject to our Software License Agreement which you must bring to their attention prior to use of the Software
 - iv) The information we capture will be dealt with as per our Privacy Policy;
 - v) You are responsible to manage your email account and any other user account login details you may need to access your user account.
 - vi) You are responsible for the activity that happens on or through your account.
 - vii) If you learn of any unauthorised use of your account, notify us immediately in writing.
 - viii) We have the right to disable your access to the user account, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.
- g) **Price and payment**
 - i) **The price of Software:**
 - (1) The price of the Software will be the price as indicated on the order-pages when you place your order.
 - (2) We will use all reasonable efforts to ensure that the price of the Software advised to you is correct. However, there is always the possibility that, despite our best efforts, some of the Software we sell/make available may be incorrectly priced. We will normally check prices before accepting your Purchase Order so that, where the Software' correct price at the time of your Purchase Order is less than our stated price at the time of your Purchase Order, we will charge the lower amount. If the Software' correct price at the time of your Purchase Order is higher than the price stated, we will contact you for your instructions before we accept your Purchase Order. If we accept and process your Purchase Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any monies you have paid and require the return of any Software provided to you.
 - (3) We have the right at any time prior to our acceptance to withdraw any discount and/or to revise prices to take into account increases in costs, including, without limitation, imposition of any tax, duty or other levy and any variation in exchange rates. We shall notify you of this immediately and refer you to the relevant conditions. In such event, if you choose to continue with fulfilment of the order, you acknowledge that the Software will be provided at the corrected price. We shall likewise inform you that this is the case.
 - (4) **Upgrade of a Plan:** if you want to upgrade from one Plan to another Plan you will have to notify us in writing ("**Upgrade Notice**"). On receipt of your Upgrade Notice we will confirm the amount due (balance between the two Plans) that you will have to pay. On receipt of your payment we will allow you to download the Software under the new selected Plan. Clause 8) a) viii) above will apply and the Software License Agreement applicable at the new Commencement Date.
 - (5) **Renewal of a Plan:** the price or the Software during Subsequent Period (see Software License Agreement) shall be as per then current rate as published on our website on the anniversary of the Commencement Date of the Software License Agreement
 - ii) **VAT:** All prices and/or costs quoted by us shall be inclusive of all applicable taxes but exclusive of VAT, which shall be shown clearly and separately to the agreed fees charged in terms of the Software. If the rate of VAT changes between your order date and the date we supply the Software, we will adjust the rate of VAT that you pay, unless you have already paid for the Software in full before the change in the rate of VAT takes effect.
 - iii) Time and method of payments: We accept payment in the following manner:
 - (1) **Electronic Fund Transfers/Direct Deposits:**
 - (a) details to be provided to you during the Order/Purchase Cycle payment process;
 - (b) Orders will only be processed on receipt of cleared funds, this might take up to 24 hours and receipt of proof of payment from you.
 - (2) **Credit Card Payments:**
 - (a) Credit card transactions will be acquired for our benefit via FastSpring and an appropriate payment gateway ("Payment Gateway") as directed by FastSpring and presented to you during the order process.
 - (b) The selected Payment Gateway allows for payment with various credit card options.
 - (c) Payment Gateway is PCI-DSS Level 1 Compliant;
 - (d) Payment Gateway uses the strictest form of encryption.
 - (e) No credit card details are stored on Vortimo databases. Users may go to Payment Gateway website to view their security certificate and security policy.

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- iv) **Credit Card Refunds:** Where we agree in writing to a refund you will have to allow a period of 15 (fifteen) days for the refund to reflect on the same card you used to make payment.
- v) **Time of payment:** You are required to pay before you download the Software.
- vi) **What if my invoice is incorrect:** Should you believe that any part of your invoice is incorrect please [[Contact Us](#)] promptly to let us know and we will not charge you interest until we have resolved the issue.
- vii) **Special Offers:** We shall not be liable for the sale of Software at lower prices if such lower prices were increased and you could not, for any reason, conclude a Contract while such prices were at such lower price.
- viii) **Records of Transactions:** We will keep a record of your transaction with us.

9) INTELLECTUAL PROPERTY RIGHTS

- We are the owner and/ or rightful licensee of all intellectual property rights (including but not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including the website look and feel and lay out), inventions, trademarks, trade names, tables and compilations of data which are created, invented and/ or developed, registered or unregistered) in our website and Content. Unless specifically stated in these Terms and Conditions, your use of the Website grants no rights to you in relation to our intellectual property rights (or the intellectual property rights of third parties).
- You may not modify the copies of any materials you have printed off or downloaded from our website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on our website must always be acknowledged.
- Our and our licensors intellectual property rights in terms of the Software are confirmed under the Software License Agreement.

10) LIMITATION OF OUR LIABILITY

- **WE PROVIDE OUR WEBSITE TO YOU ON AN “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE QUALITY, RELIABILITY, SUITABILITY, ACCURACY, CORRECTNESS OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR PRODUCTS OR SERVICES OR OTHER INFORMATION, OR THAT PROVIDED BY ANOTHER USER, THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU.**
- **WE, OUR OWNERS, SHAREHOLDERS, AFFILIATES, PARTNERS, DIRECTORS, EMPLOYEES AND/ OR AGENTS (WHERE APPLICABLE) SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM INFORMATION MADE AVAILABLE ON (OR BY MEANS OF) OUR WEBSITE OR THE ACCESS OR USE OF OUR WEBSITE.**
- **YOU AGREE TO FULLY INDEMNIFY, DEFEND AND HOLD US, AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS, HARMLESS IMMEDIATELY ON DEMAND, FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, ARISING OUT OF ANY BREACH OF THESE TERMS AND CONDITIONS BY YOU, OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THIS WEBSITE OR ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR PERSONAL INFORMATION.**
- **WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, LEGISLATION, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES (“FORCE MAJEURE”) AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.**
- **DIFFERENT LIMITATIONS AND EXCLUSIONS OF LIABILITY MAY APPLY TO LIABILITY ARISING AS A RESULT OF THE SUPPLY OF SOFTWARE AND/ OR SERVICES BY US TO YOU, WHICH WILL BE SET OUT IN OUR SERVICE SPECIFIC TERMS AND CONDITIONS.**

11) SECURITY

- Although we are not obliged to provide security on our website, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. We take reasonable security measures to ensure the safety and integrity of our website and to exclude viruses, unlawful monitoring and/ or access to our website. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our website are completely secure at all times.
- To provide adequate security to all our Users, and to monitor activities prohibited under section 86 of the [ECT Act](#), you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications, subject to the conditions as set out under the [RIC Act](#).
- It is our policy to virus check documents and files before they are uploaded to our website. However, we cannot guarantee that documents or files downloaded from our website will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you agree not to upload or provide, via our website, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our website.

12) LINKING TO OUR WEBSITE

- You may link to our website from your website or other social media page, but only to the [Homepage](#) and provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms and Conditions.

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- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our website in any website that is not owned by you.
- We reserve the right to withdraw linking permission without notice to you.

13) CONTENT AND LINKS IN OUR WEBSITE

- Where our website contains links (hyperlinks, deep links, framing) to other websites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different Terms and Conditions and privacy policies may apply to your use of such third party content. We do not endorse such third party content and in no event shall we be responsible or liable for any information, material, products or services of such third party providers. Any such links do not imply any endorsement, agreement on or support of the content or products of such target sites.
- We do not purport to own the content on the other websites which may be shown on our website. Should the owner of any content showcased on our website(s) want the content to be removed, please write to us by using the contact facility on our [Contact Us](#)-page to request the removal of such content.
- Your access and use of the other websites remain solely at your own risk and on the terms set by the relevant third party.
- **Social networks:** You agree that when accessing, using and/ or posting or uploading any content or materials of any kind to our social network pages (including but not limited to LinkedIn, YouTube, [Twitter](#), Instagram or any other facility made available by us from time to time), you will-
 - not use the social network page of communication facility in any improper or unlawful manner or in breach of any legislation or licence that applies to you;
 - not harass others or disclose personal information about others that could amount to harassment;
 - not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;
 - not submit, post or upload files that contain software or other material the intellectual property rights in which are owned by any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;
 - not upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the social network page or any other computer;
 - not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;
 - not promote any activity that is illegal;
 - not use software to harvest information from the social media network page;
 - not submit any material which is prohibited by any applicable data protection or privacy legislation;
 - only upload or submit material to the social network page which either you own or which you have the permission of the owner of that material to submit;
 - not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the social media networks' Terms and Conditions.; and
 - abide to the particular social network's rules, policies and/or guidelines made available by the particular social network. You agree that you shall be solely responsible for all content, information or materials of whatever nature or medium that you submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and you warrant and undertake that you own the intellectual property rights in and to all User Content or that you are otherwise entitled to submit the same to the page. You acknowledge and agree that we may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion is in breach of any of the rules or guidelines made available or in breach of these Terms and Conditions.

Social media is not a medium for conflict resolution or lodging complaints. Complaints should be sent by using our [Contact Us](#) -page.

14) BREACH, SUSPENSION AND TERMINATION

- Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms and Conditions through your use of our website. When a breach occurs, we may take such action as we deem appropriate, provided that we give reasonable notice to you.
- We specifically exclude any liability for our actions taken in response to a breach of these Terms and Conditions.
- All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.
- No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- Any provision under these Terms and Conditions, which contemplates performance or observance subsequent to any termination, or expiration of these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions and continue in full force and effect.
- Breach, suspension and termination in terms of our Software shall be as per our Software License Agreement.

15) APPLICABLE LAW AND JURISDICTION

Please note that these Terms and Conditions, its subject matter and its formation, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the North Gauteng High Court of South Africa (Pretoria), which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

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16) CHANGE OF OWNERSHIP

If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights and obligations under these Terms and Conditions (including those as per our Privacy Policy) to a successor, purchaser, or separate entity. We will disclose the transfer on our website.

17) ELECTRONIC COMMUNICATION AND CONTACT

- Any Data Messages sent by us to you shall be deemed to have been sent from the Premises (see clause 2) above).
- A Data Message is deemed to be **sent**:
 - **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
 - **By you**, at the time when we confirm receipt thereof.
- A Data Message is deemed to be received:
 - **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
 - **By you**, once it enters your information system.
- As provided for in terms of section 11(3) of the [ECT Act](#), all information incorporated by the use of hyperlinks and/ or other methods of reference shall form part of these Terms and Conditions .
- **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- **Expression of Intent – use of our website:** For purposes of electronic communications between you and us, no electronic signature is required. The mere browsing of our website demonstrates your intent to be a party to these Terms and Conditions .

18) CONTACT US

- **Website functionality or any other recommendations:** Use the communication facility on our website ([click here](#)).
- **Questions or queries about Software and related services:** Contact us by way of our [Contact Us](#)-page.
- **Complaints:** We kindly request that you contact us first should you have any complaints or any other issues. It is important to us that you are satisfied with your enquiry. You may use the contact information as per our [Contact Us](#)-page. Please ask for a reference number if you speak to any of our representatives/ consultants. We will of course reply to your complaint as soon as practically possible, but wish to note that we stand under no legal obligation to resolve such complaint.
- Legal Documentation or Notices (hopefully this will never be required):
 - Physical address: Clause 2) above.
 - Legal enquiry: please use our [Contact Us](#)-page. If you have a legal enquiry, we will use the email address supplied by you on our communication facility to respond to your legal question (subject: **"LEGAL"**).
- If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet.
- Any notice to you, or us, which is:
 - sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 2) above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
 - delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
 - sent by a Data Message to the addressee shall be deemed to be received as per clause 17) above.
- Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

19) DEFINITIONS

- **Content** means any information, content, images, video, audio, data, works of authorship, materials, software or technology which may be displayed on, incorporated into, underlying, or used to operate our website;
- **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
- **ECT Act** means the [Electronic Communications and Transactions Act](#) 25 of 2002;
- **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- **POPI Act** means the [Protection of Personal Information Act](#) of 2013;
- **RIC Act** means the [Regulation of Interception of Communication and Provision of Communication- Related Information Act](#) 70 of 2002; and
- **Services** refers to our website and the services as reflected on our website and promoted via other sites of ours; and
- **Shopping Cart / Basket** means an electronic tool where you may place one or more Software (which will stay there for a predetermined time) which Software will eventually make up your Purchase Order;
- **Software** means the software available for download on our website and subject to the Software License Agreement;
- **Purchase Cycle** means the process by which Software are selected from the website by you, added to the Shopping Cart by you, processed and paid for by you;
- **Users** mean users of our website (including you!) and the individual accessing or using the Services, or the company, or other legal entity on behalf of which such individual is accessing or using the Services, as applicable.
- **VAT** means value added tax in terms of the Value Added Tax Act, Act 89 of 1981, as amended.