

Terms and Conditions

Version: 1.2 | 08 MAY 2025

IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY USING THIS WEBSITE YOU AGREE TO OBSERVE ALL TERMS & CONDITIONS OF USE, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE IN THIS WEBSITE.

Definitions

The following words and phrases have these meanings in this Agreement:

- "Agreement" means these Terms of Use.
- "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002.
- "Intellectual Property Rights" means copyright, patents, registered designs, trademarks (whether registered or not), trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.
- "Website" means the Internet World Wide website at URL www.openboxsoftware.com or such other URL as We may indicate from time to time.
- "Us", "We", or "Our" means Open Box Software PTY (LTD) a company incorporated in terms of the company laws of the Republic of South Africa with registration number 2003/019617/07, and also includes reference to our affiliated companies.
- "You" or "Your" refers to you, or your employer or any other entity that you have full legal authority to bind and may be accepting this Agreement on behalf of.

Use Subject to these Terms and Conditions

- Your use of and access to this Website is at all times governed by these Terms and Conditions, and by accessing this Website You agree to adhere to these terms. Your agreement to these Terms and Conditions will be deemed to have been given on the date when You first accessed this Website.

- If You do not agree to these Terms and Conditions, You must cease Your access of this Website immediately.
- These Terms and Conditions include Our Privacy Policy at www.openboxsoftware.com/privacy-policy, which is included by reference.
- Please note that, due to legal and other developments, We may be required to amend these Terms and Conditions from time to time without notice. It is Your duty to familiarise Yourself with the current version of these Terms and Conditions. Please refer to the last revision number and date at the top of this document. Continued use of the Website subsequent to any amendments having been affected constitutes Your acceptance of the Terms and Conditions as amended.

Content

- No Offer. You should regard nothing contained in this Website as an offer, but as an invitation to do business.
- No Warranty on Content. All information viewed or accessed from this Website is provided "as is" without any warranty, whether express or implied unless this is specifically imposed by law.
- Use at own Risk. Any use of or reliance on this Website, the contents of this Website or the information provided through this Website will be at Your sole risk. We make no representations or warranties whatsoever as to the accuracy of the information contained in this Website.
- No Warranty on Availability. We do not warrant that this Website or the delivery, hosting and ancillary services or facilities of third party suppliers utilised by Us will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this Website.

Third Party Sites

- Content of 3rd Party Sites. The Website may contain hyperlinks to websites owned and/or operated by third parties. We are not responsible for the content of such websites, and do not endorse or approve the contents thereof.
- Disclaimer of 3rd Party Website Content. We consequently do not accept any liability in connection with any third party websites that may be linked to this Website (regardless of whether or not a link has been permitted by Us) and are not responsible for the content of any website that is linked to this Website. The fact that a website is linked to this Website does not imply that We endorse or are affiliated or associated with the entity that owns or is responsible for the website.

Intellectual Property

- Reservation of Rights. Except where expressly stated to the contrary, copyright in the form of HTML, text, graphics, audio clips, video clips, source and/or object code and all other works contained in this Website is owned by

Us, and We assert and reserve all of Our rights in this regard. Access to or use of this Website will not in any way result in an assignment or license of any intellectual property owned by Us or any other party.

- Limited Use. The contents of this Website may not be transmitted, transcribed, reproduced, stored or translated into any other form without Our prior written permission. However, We permit You to display the content of this Website on Your computer as part of Your viewing of the Website only.
- No Other Use. No other use of this Website or its content is permitted unless You enter into a License Agreement with Us. Without restricting the generality of the foregoing, You may not make commercial use of the content of this Website, include the content of this Website in or with any product that You create or distribute, or copy the content of this Website onto Your own or another's website, unless as set out in these Terms and Conditions.

Linking, Framing and Crawling

- Hyperlinking Restricted. Our express written permission is required before any hyperlink other than to the Home Page of this Website is created. Permission, if granted, will be subject to the condition that the party linking to this Website alerts users to the application of these Terms and Conditions. Requests for permission can be emailed to info@openboxsoftware.com.
- Permission. Permission to link to this Website is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this Website at any time and for any reason.
- Framing Restricted. Our express written permission, which may be subject to conditions, is required before this Website, any of its pages and/or any of the information contained on the Website is framed. Requests for permission can be emailed to info@openboxsoftware.com.
- Automated Searches Restricted. Apart from legitimate search engine operators and use of the search facility provided on the Website for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purpose without Our prior written consent.

Acceptable Use

- You agree and acknowledge that You will not use the Website in any unlawful manner or in a manner not approved by these Terms of Use.

Security

- No Liability. While We take all reasonable security precautions, no liability will lie for damage caused by the malicious use of this Website or by destructive data or code that is passed on to You through the use of this Website.
- Prosecution. We will pursue prosecution of and compensation from any person who delivers or attempts to deliver any destructive code to this Website or attempts to gain unauthorized access to any page on this Website.

Personal Information

- Privacy Policy. Further information regarding the manner in which We respect the privacy of Your personal information is contained in the Privacy Policy.

Disclaimer and Indemnity

Disclaimer. We expressly disclaim all liability for any direct, indirect or consequential loss or damage occasioned from the use or inability to use this Website whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or any other cause. Consequential and indirect loss and damage will include but not be limited to loss of profits, loss of goodwill, and wasted expenditure.

Owner information

The following are the details of the Website owner.

Website owner: Open Box Software, PTY (LTD) a company incorporated under the laws of the Republic of South Africa.

Registration number: 2003/019617/07

Registered Address: 240 Main Road, Tokai, Cape Town, South Africa, 7945

Tel: +27 21 713 9300

E-mail: info@openboxsoftware.com

Physical Address: 240 Main Road, Tokai, Cape Town, South Africa, 7945
(This is the address at which any legal papers should be served)

Postal Address: 240 Main Road, Tokai, Cape Town, South Africa, 7945

Interpretation & General

- Whole Agreement. This Agreement is the whole of the agreement between the parties, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.
- Applicable Law & Jurisdiction. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties consent to the exclusive jurisdiction of the courts of Republic of South Africa in this regard.

- Survival. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.
- No Indulgence. If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.
- Representatives. The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities.
- Severance. In the event that any part of this Agreement is found to be partially or fully unenforceable for any reason, this will not affect the application or enforceability of the remainder of this Agreement.
- Broken Links. Notwithstanding the fact that hyperlinks in these Terms and Conditions to certain documents should be deemed part of these Terms and Conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all of the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these Terms and Conditions.