

Terms and Conditions of Use

If you do not agree to the terms and conditions of this Agreement, you must stop using Automate My Business Mobile Application and the Website now, as further access will automatically bind you to this Agreement. If at any time you do not accept this Agreement in full, you are not permitted to use Automate My Business Mobile Application or the Website or any part thereof.

We may at any time amend this Agreement without notice. You are responsible for reviewing this Agreement on each occasion that you revisit Automate My Business Mobile Application and the Website and, if you continue to use Automate My Business and the Website after changes are made, you are deemed to have accepted the amended Agreement. **Parties This Agreement is concluded by:** Prizeless Technologies (Pty) Ltd (Registration Number 2012.073793/07, whose operating office is at 67 Vootrekker Avenue, Edenvale, 1609 South Africa

This Agreement constitutes the entire agreement between the Subscriber and Automate My Business and supersedes all other documentation, information and other communication. Any failure by Automate My Business to exercise or enforce any right or provision of this Agreement shall in no way constitute a waiver of such right or provision. In the event that any term or condition detailed herein is found to be unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions of this Agreement. The remaining terms and conditions shall remain enforceable and applicable.

1. Definitions

- "Agreement" means these terms and conditions of use, as published and amended from time to time on the Website;
- "Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including on Prizeless Digitals (Pvt) Ltd and the Website but does not include information which is, or becomes publicly available other than through unauthorised disclosure by the other party or is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure or is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party or is independently developed or received without access to the Software.

"Company" Prizeless Digitals (Pty) Ltd

"Company Product " means Automate My Business and includes the subscription offering on the Website & Mobile Application

"Company Code" means the Company Code assigned by the Company to the Subscriber;

"Company Data" means any data in-putted by the Subscriber into Automate My Business;

"Company Product Website" means <https://www.automatemybusiness.net/>
<https://play.google.com/store/apps/details?id=com.automatemybusiness.master> Link to download mobile app

"Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including on Automate My Business Mobile Application and the Website but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party or is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure or is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party or is independently developed or received without access to the Subscriber Business Partner;

- a) **"Database Administrator"** means the person that the Subscriber appoints for taking on the responsibility of managing the Subscriber User data and the selection of services subscribed for on the Website. The Database Administrator is also an User and needs to comply with the obligations for a User;
- b) **"Due Date"** means the first working day of the calendar month;
- c) **"Effective date"** means the date of acceptance of this agreement by the Company;
- d) **"Initial subscription"** means the initial subscription of the services selected on the Company's Website;
- e) **"Intellectual Property"** means any content, domain names, patent, trademark, service mark, copyright, moral right, right in a design, know-how, software, database, text, graphics, icons and hyperlinks and any other intellectual or industrial property, anywhere in the world whether or not registered;
- f) **"Monthly Fee"** means the monthly subscription fee
- g) **"Page"** means a website page of Automate My Business, unless specified otherwise;
- h) **"Password"** means the password that is assigned to the user to gain access to the Website;
- i) **"Service"** means the subscription services as listed on the Company's Website;
- j) **"Subscriber"** means you, the subscriber, and includes the organisation that the Subscriber represents;
- k) **"Subscriber Business Partner"** means any individual / organisation permitted by the Subscriber to use Automate My Business
- l) **"Subscriber Database"** means the database created for the Subscriber on which the Subscriber data is stored;
- m) **"Subscription Fee"** means the subscription fees payable by Subscriber in accordance with the fee schedule set out on the Company's website (which Automate My Business) may change from time to time);
- n) **"Subsequent subscription"** means the subsequent change in subscription of the services on the Company's Website;
- o) **"User"** means the person whom has logged onto the Website and is using the subscription service;
- p) **"User Details"** means the contact, personal and similar information of the Subscriber and / or Business Partner using the Website;
- q) **"Username"** means the username assigned to a User of the Website;
- r) **"Website"** means Action Assist available at <https://www.automatemybusiness.net/> (and such other URLs as may be publicised from time to time); and
- s) **"Working hours"** means the hours of 08h00 to 16h30 on a Monday to Friday, South African Standard Time, excluding official South African Public Holidays.

2. Property Rights

- 2.1. All right, title, ownership, benefit and interest in Prizeless Digitals (Pty) Ltd the design and content of Automate My Business and any documentation relating thereto remain the property of the Company. The exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of Automate My Business by any means and in any form, in whole or in part, and to make Automate My Business available to the public, and to distribute any copyright protected material in Prizeless Digitals (Pty) Ltd shall remain with the Company.
- 2.2. All rights, not expressly granted, are reserved to the Company. To obtain permission for the commercial use of any content on the Website, contact our Webmaster on support@automatemybusiness.net All the content, trademarks, the website and data on this web site, including but not limited to software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements are the property of, or licensed to, the Company and as such are protected from infringement by local and international legislation and treaties. The Company retains the right, title and interest in ownership of the copyright and all other intellectual property rights in the product and the documentation.
- 2.3. Prizeless Digitals (Pty) Ltd may incorporate technical and other protective measures designed to prevent unauthorised and / or illegal use of Automate My Business. The Subscriber agrees to the incorporation of any such measures in Automate My Business.

3. The Subscriber Database

- i. A separate database is created and hosted for each Subscriber;

- ii. Action Assist is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use of the Prizeless Digitals (Pty) Ltd its content, services, software and this Agreement.
- iii. When the Subscriber subscribes to the Website, the Company will issue the Users with a Username, a Company Code and a Password. By using the username and password to access the subscription service offered by the Company, the Subscriber will be signifying their acceptance of these terms and conditions of use, which is a binding agreement between the Company and the Subscriber. This agreement constitutes the whole agreement between the parties. No variation, addition or variation of this agreement or any waiver of any rights shall be of any force unless reduced to writing and signed by both the parties.
- iv. The Subscribers agree that they are bound to the terms and conditions of this Agreement, which is concluded in Johannesburg, South Africa at the time the Subscriber enters any Automate My Business database for the first time or after the Subscriber has accepted this Agreement.
- v. The Administrator is responsible for maintaining the confidentiality of the Subscriber's Company Data.
- vi. The Administrator is also a User in his / her own right and agrees to accept the responsibility for all activities that occur under his / her Username and Password.
- vii. The User is responsible for maintaining the confidentiality of his / her Username, Company Code and Password and for restricting access to any device used to access the Website, and the User agrees to accept responsibility for all activities that occur under their Username and Password.

4. Subscription Agreement and Acceptable use of Automate My Business

- a) The Company requires Subscribers to register before the Company will supply any services via the website/mobile application. When a Subscriber registers, the Subscriber agrees to provide, true, accurate, up-to-date and complete User Details as required.
- b) Subscriber can activate the subscription to Automate My Business by following the relevant process as explained on the Company website/mobile application . Should Subscriber subscribe to use Automate My Business (whether prior to or after the expiry of any free trial period), the Subscriber shall be bound to this agreement for the full duration of the subscription period.
- c) The Subscriber confirms and warrants to the Company that the Subscriber is authorised to accept this Agreement on behalf of the Organisation which the Subscriber represents.

It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Automate My Business In general, the Company will not tolerate any use of Automate My Business which damages or is likely to damage our reputation, the availability or integrity of Automate My Business Mobile Application/Website or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.

- i. Prizeless Digitals (Pty) Ltd requires Subscribers to treat Automate My Business with respect, and not to use same for any illegal purpose, or in such a way as to infringe or breach other's rights or to cause or threaten to cause us damage.
- ii. Prizeless Digitals (Pty) Ltd requires Subscribers to comply with any relevant notices, policies and terms imposed by third parties who subscribes to products or services the Subscriber accesses through the Website/Mobile Application.
- iii. Subscribers must not use Automate My Business Mobile Application/Website for posting or disseminating any material unrelated to the use of Automate My Business services including: create quote, view quote, send quote, create invoice, download invoice - files that may damage any other person's computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which Subscriber do not have the right to use).

- iv. Prizeless Digitals (Pty) Ltd reserves the right to remove any communication posted on Automate My Business Mobile Application/Website and suspend the use of Automate My Business services and generally or block a Subscriber's access to any part thereof and / or to suspend or terminate a Subscriber's rights to use same or any part of it if the Company suspects misuse at any time at the Company's sole discretion.

If a Subscriber is registering to access and use Automate My Business Mobile App/Website for the first time in the capacity of an employee or contractor of a separate corporate entity, partnership or similar business entity, the Subscriber must have the authority of that business entity to:

- a) Use Automate My Business for that entity's business; and
- b) Accept this Agreement on behalf of that entity.

5. Company Obligations

- (a) The Company will provide the Subscriber with access to Automate My Business Mobile Application/Website (which access may not necessarily be uninterrupted) as described on the Company's Website.
- (b) The Company shall use reasonable endeavours to support the Product during the term of this agreement by providing online, telephonic and e-mail support during Working Hours for all support call logged through the Company defined processes.
- (c) The Company shall use reasonable means to ensure the security of data contained in the Subscriber Database.
- (d) The Company, at its sole discretion, reserves the right to update the versions of the Services on the Website.
- (e) The Company will provide access to the number of users as identified on the signed Automate My Business Subscription Agreement form.
- (f) The Company may electronically collect, store and use Subscriber information and agrees not to disclose any personal information with third parties

6. Subscriber Obligations

- i. The Subscriber will assign an Administrator to deal with all correspondence, communication, account queries, product selection, user activation and maintenance on the Subscriber Database created for the Subscriber.
- ii. The Subscriber will ensure that all Users will not disclose their Username and Password to any other person for any reason whatsoever and will maintain the confidentiality thereof.
- iii. The Subscriber agrees not to give any unauthorised third parties access to the Products on the Website who do not comply with the subscription requirements.
- iv. The Subscriber agrees to:
 - ensure that Subscriber User Details and other information given in relation to Subscriber's use of Action Assist are maintained to be, true and accurate;
 - use Action Assist for own lawful internal business purposes, in accordance with this Agreement;
 - comply with the Subscriber contractual obligations to the Business Partner through which the Subscriber has been granted access to Action Assist, if applicable;
 - ensure that all account credentials required to access Automate My Business Mobile Application/Website are kept secure and confidential and to immediately notify the Company of any unauthorised use of Subscriber account credentials or any other breach of security. In such instances it shall be the Subscriber's obligation to immediately reset the Subscriber's password and to maintain security. In any event, it is deemed good practice to regularly reset Subscriber passwords to maintain data security;

- notify the Company, if, at any time Subscriber becomes aware of any unauthorised use of the account credentials of the Subscriber or the Subscriber Business Partners, or any other security-related matter with Action Assist, and to co-operate with the Company to the extent reasonably necessary to rectify the security breach;
- ensure that the Subscriber Business Partners who access Action Assist on Subscriber's account comply with the terms of this Agreement;
- only store the maximum amount of data, if any, as may be prescribed from time to time on Action Assist. If at any time Subscriber exceeds the amount of any specified limit, for so long as Subscriber does so, the Company may charge the Subscriber at its then-standard rates for additional storage.

When accessing and using Automate My Business, the Subscriber must:

- a) not attempt to undermine the security or integrity of the Company's systems or networks or, where Automate My Business is hosted by a third party, that third party's systems and networks;
- b) not use, or misuse Automate My Business Application/ Website in any way which may impair the functionality of Automate My Business Application/ Website, or impair the ability of any other user to use Automate My Business Mobile Application/ Website
- c) not attempt to gain unauthorised access to any materials other than those to which Subscriber have been given express permission to access or to the computer system on which Automate My Business Mobile Application/Website is hosted;
- d) not transmit, or input into Automate My Business Mobile Application/Website, any files that may damage any other person's devices or software, content that may be offensive, or material or User Details or Company Data in violation of any law (including data or other material protected by copyright or trade secrets which Subscriber do not have the right to use);
- e) not modify, translate, or create derivative works based on Automate My Business Mobile Application/Website nor reproduce, reverse assemble, decompile or reverse engineer Automate My Business Mobile Application/Website whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of Automate My Business Mobile Application/Website or any files contained in or generated by Prizeless Digitals (Pty) Ltd, nor shall the Subscriber permit any third party to do so; and
- f) not merge or combine the whole or any part of Automate My Business Mobile Application/ Website with any other software or documentation without the prior written consent of the Company.

7. Administrator Obligations

The Administrator will ensure that the product is suitable for the intended purpose. The Company's preferred medium of correspondence and communication with the Subscriber will be by means of e-mail.

The Administrator is responsible for supplying the Company with a valid e-mail address and notifying the Company of any changes in this e-mail address from time to time.

8. Subscription Fees and Rates

- i. In consideration for the license to use Automate My Business Mobile Application/Website granted hereunder, the Subscriber will pay us the monthly Subscription Fees in South African Currency (ZAR) which shall, for the sake of clarity, be payable in respect of each month/year from the date of subscription. The Subscriber shall be liable in respect of all Subscription Fees regardless of the extent to which Subscriber has used Automate My Business Mobile Application/Website

9. Invoicing and Payment

- Payment shall be made in accordance with the payment section on the Company's website.
- Failure by the Subscriber to pay any amounts due in terms of the Agreement on the Due Date, shall entitle the Company, without prejudice to any other remedies, to suspend the Subscriber's access to the Website.
- The Subscriber agrees to receive tax invoices and other documents in electronic form.

10. Termination

- The Subscriber may terminate the Agreement on a notice period of 7 days, unless otherwise agreed in writing.
- Upon termination of this Agreement however caused, the Company will stop the Subscriber's ability to access Automate My Business Mobile Application/Website, so that the Subscriber will no longer be able to access and use My Business Mobile Application/Website. The Subscriber acknowledges that he / she may no longer be able to access Subscriber's Company Data via My Business Mobile Application/Website from this

11. Disclaimers and Liabilities

- The User uses the Automate My Business Mobile Application/Website at their own risk.

his Website is provided by the Company on an "as is" and "as available" basis.

- Unless otherwise explicitly stated, the content on this website is provided "as is", "with all faults", and is for commercial use only.
- No advice or information, whether oral or written, obtained by the User from the Company or from the Website will create any warranty or condition not expressly stated in the terms.
- The Company's employees are not authorised to vary any of the terms.
- The Company will use reasonable endeavours to ensure that Automate My Business Mobile Application/Website will give the functionality and levels of service as described on the Company's website, when used in accordance with it and this Agreement. If a Subscriber believes that our provision of Automate My Business Mobile Application/Website does not conform to this undertaking, the Subscriber should notify us by email at support@automatemybusiness.net

12. Jurisdiction

- This Agreement shall be construed and interpreted in accordance with the laws of South Africa and the phrases, words and clauses defined in the definitions shall apply in the entire Agreement.
- In the event of the Company instituting legal proceedings against the Subscriber to recover amounts due to the Company or taking any other legal steps arising out of this Agreement, the Subscriber shall be liable for legal costs on the scale as between attorney and own client and for any costs incurred in the collection of the outstanding amount.

13. Confidentiality, Privacy of Company Data and User Information and Interception of Communications

- i. The Company undertakes to take all reasonable steps to protect the personal information of Subscribers and to comply with all applicable legislation.
- ii. In respect of access to Company Data and User Details the Company Data entered, or imported on instruction, by the Subscriber, remains Subscribers property and the Company will not use nor make available for use any of this information without the Subscribers permission.
- iii. The Company will use Subscriber User Details, for exercising our rights and for performing our legal obligations under this Agreement. The Company may use it to contact the Subscriber, via Subscriber relevant or nominated personnel about our other relevant products and services, to conduct research about our customers and to track and record the manner in which Subscriber use Automate My Business Mobile Application/Website. I
- iv. The Company will only use Subscriber Company Data stored via Automate My Business Mobile Application/Website to the extent necessary for us to provide Automate My Business Mobile Application/Website for performing our rights and obligations in this Agreement and for performing our legal obligations.
- v. The Company acknowledges that Subscriber Company Data is the Subscribers proprietary and confidential data and that under no circumstances may the Company exploit that data for our own purposes not specifically relating to providing the Subscriber Automate My Business Mobile Application/Website, save where Subscriber has consented to the contrary.

- vi. The information, which the Subscriber submits and stores via Automate My Business Mobile Application/Website , may be stored on the Company's computer servers which servers may be controlled, hosted and managed by Prizeless Digitals (Pty) Ltd Contractors who shall be bound to these confidentiality and privacy provisions
- vii. Subscribers agree to bring this Agreement to the attention of their Users to help ensure that they understand and consent to our use of their information, including User Details. This is so that the Company may provide Automate My Business Mobile Application/Website to them on the Subscribers behalf.
- viii. The Company may access and use non-identifying and aggregated usage information and transaction volumes in order to better understand how our customers are using Automate My Business Mobile Application/Website so that the Company can improve the system design and where appropriate have the system prompt users with suggestions on ways to improve their own use of the system.
- ix. The Company may collect information via Automate My Business Mobile Application/Website by means of cookies and use cookies to allow Subscriber to enter Subscriber password less frequently during a session, to help analyse our Company page flow, measure promotional effectiveness, and promote trust and safety, to offer certain features that are only available through the use of a cookie and to allow us to provide information that is targeted to the Subscriber's interests. Subscriber hereby authorise us to use cookies.
- x. All other information not dealt with in this clause shall constitute Confidential Information and shall not be disclosed to any other party without the prior written consent of the owner of such information first being obtained.
- xi. The Company owns and retains all rights to non-personal statistical information collected and compiled by Automate My Business Mobile Application/Website
- xii. All comments, communications, ideas, and other content disclosed, submitted or offered to the Company on or by this Website or otherwise disclosed, submitted or offered in connection with the Users' use of this Website remain the property of the Company. Such disclosure, submission or offer of any information shall constitute an assignment to the Company of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the information submitted.
- xiii. The Company will own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise of any information submitted.
- xiv. The Company is and shall be under no obligation:
 - to maintain any information submitted in confidence;
 - to pay to the User any compensation for any information submitted; or
 - to respond to any User comments.
- x. The User agrees that no comments submitted to the Website will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s).
- xi. The Subscriber gives the Company permission to list the Subscriber as a Subscriber on the Company's Website.

14. Notices and Address

- i. The following terms and conditions shall apply to any Automate My Business MobileApplication/Website Subscriber (including any demo / free trial period user):
- ii. Subscriber communication with us must be by email to our email address contained on the Company's website;
- i. Our communication with the Subscriber shall be via those details provided on registration; addressed specifically to either of us will be effective on actual receipt by the intended recipient;
- ii. As a condition of this Agreement, if Subscriber use any communication tools available through Automate My Business Mobile Application/Website , the Subscriber agrees only to use such communication tools for lawful and legitimate purposes in accordance with the acceptable use provisions of this Agreement.

15. Cancellation Policy

Please Note: At the time of cancellation your account will immediately be deactivated.

16. Transaction Currency

The customer shall pay the charges in the South African Currency (ZAR), unless otherwise agreed in writing between the parties.

17 Changes

We reserve the right, at our sole discretion to modify or replace these terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion

By continuing to access our use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by **contacting us**.

18. Billing

You may purchase a Paid Subscription directly from Automate My Business Mobile Application/Website

- paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or
- pre-payment giving you access to the Automate My Business Service for a specific time period ("Pre-Paid Period").

19. Using our service

Automate My Business Mobile Application/Website and the content are the property of Prizeless Digitals (Pty) Ltd. We grant your limited, non-exclusive, revocable permission to make use of the Prizeless Digitals (Pty) services us of the content. This access shall remain in effect until and unless terminated by you or Automate My Business Mobile Application/Website.

20. Refund Policy

- Due the digital nature of the training and software, we are unable to provide refunds on any purchases.
- If you feel that you were inappropriately charges for a service, or would like to speak to someone about a refund for a different reason, please submit an email to support@automatmybusiness.net

Terms and Conditions

- The initial term of this Agreement shall be as set forth in the order Form (the "initial Term). The initial Terms shall begin upon commencement of the first payment made by the customer/

This Agreement may be terminate:

1. By either party at any time without notice, Automate My Business Mobile Application/Website sole absolute discretion and or judgement, Customer is in violation of any terms or conditions of this Agreement

You agree to abide by our user guidelines and not to use the Automate My Business Service Mobile Application/Website Content, or any part thereof in any manner not expressly permitted by the Agreements.

Users may lodge complaints in respect of the Automate My Business Mobile Application/Website via email to support@automatemybuisness.net

Last Updated: **05 September 2019**