Terms and Conditions of Use

EZE123 Systems (Pty) Ltd
Registration Number: 2026/707380/07
("The Company")

1. Introduction

These Terms and Conditions ("Agreement") govern the use of the accounting software and related online services ("Services") provided by **The Company**. By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these terms, you must immediately discontinue use. Continued use of the Services constitutes acceptance of any amendments made to this Agreement from time to time.

2. Parties

This Agreement is entered into between **The Company** and you, the individual, sole trader, partnership, or corporate entity making use of the Services. References to "you" include your employees, contractors, agents, and any other persons authorized to act on your behalf.

3. Authority to Act

If you register or subscribe on behalf of a business entity, you warrant that you have the necessary authority to bind that entity to this Agreement. You further confirm that any obligations undertaken herein shall be enforceable against the entity you represent.

4. Definitions

For purposes of this Agreement:

- **Agreement** means these Terms and Conditions, as amended from time to time.
- **Access Fee** means the subscription charges payable for use of the Services.
- **Company Data** means financial or business information entered into the Services.
- **Subscriber** means any individual authorized by you to use the Services.
- **Website** means the online portal through which the Services are accessed.

5. Subscription and Use

The Services are intended solely for business use. You undertake to use the Services only for lawful business purposes. Subscriptions are binding for the duration selected and are non-transferable. Access is granted under a limited, non-exclusive license, subject to payment of all applicable fees. You are responsible for ensuring that all Subscribers comply with the terms of this Agreement.

6. User Obligations

You agree to maintain accurate registration details and to safeguard all login credentials. You shall not permit unauthorized access to the Services, nor attempt to reverse engineer, copy, or modify the software. You undertake to use the Services in a manner that does not impair their functionality or compromise the security of any system.

7. Payment

All fees must be paid in accordance with the payment terms published on the Website. Failure to pay fees when due may result in suspension or termination of access.

8. Confidentiality and Data Privacy

Your Company Data remains your property. **The Company** shall not access, use, or disclose such data without your consent, except as required to provide the Services or comply with legal obligations. Information may be stored on secure servers managed by third-party providers bound by confidentiality obligations. Aggregated, non-identifiable data may be analyzed to improve system performance.

9. Intellectual Property

All intellectual property rights in the Services, Website, and related materials remain vested in **The Company**. You are granted no rights other than those expressly provided in this Agreement. Unauthorized use, reproduction, or distribution of intellectual property is strictly prohibited.

10. Disclaimer and Limitation of Liability

The Services are provided “as is” without warranties of any kind. **The Company** does not guarantee uninterrupted or error-free operation. To the maximum extent permitted by law, liability is limited to the total subscription fees paid by you in the twelve months preceding the event giving rise to liability.

11. Termination

The Company may terminate this Agreement immediately if you breach its terms, fail to pay fees, or become insolvent. Upon termination, all rights to access the Services shall cease, and you may no longer retrieve Company Data through the platform.

12. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter amicably through good faith negotiations. If the dispute cannot be resolved within thirty (30) days, the matter shall be referred to mediation conducted in Centurion, South Africa, under the rules of a recognized mediation body. Should mediation fail, the dispute shall be finally resolved by arbitration in Centurion, South Africa, in accordance with the Arbitration Act of South Africa. The arbitration shall be conducted by a single arbitrator appointed by agreement of the parties, or failing agreement, by the Arbitration Foundation of Southern Africa (AFSA). The decision of the arbitrator shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, strikes, lockouts, labor disputes, government actions, power outages, or failures of communication or internet services. In such circumstances, the affected party shall notify the other party promptly and shall use all reasonable efforts to mitigate the effects of the event. The performance of obligations shall be suspended for the duration of the force majeure event, provided that if the event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice.

14. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given when delivered by hand, sent by registered mail, or transmitted electronically to the addresses provided by the parties. Notices to **The Company** shall be sent to its registered address as stated above, unless otherwise notified in writing.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of South Africa, subject always to the provisions of clause 12 above.