

	EFTSURE AFRICA (“eftsure”)
	OFFER DETAILS
	VERSION: 09092021
	EFFECTIVE DATE: 09/09/2021

1. Joining and using eftsure

You and eftsure: When we say **you** or **your**, we mean both you and any entity or firm you’re authorised to represent. When we say **eftsure, we, our** or **us**, we’re talking about Eftsure Africa (Pty) Ltd. (Company Registration Number: 2018/515630/07) who you contract with and pay fees to based on the edition of the eftsure product you’re using.

Our services: Our services consist of all the services we provide now or in the future.

Creating a subscription: When you create a subscription to use our services and accept our terms of service, you become a customer administrator user. If you’re the customer administrator user, you’re the one responsible for paying for your subscription.

Free Trials: If you have elected to buy a paid subscription, you are not eligible for a free trial. If you have taken up a free trial subscription, your trial will expire after 30 days, or earlier if you elect to buy a subscription before then. To continue using the eftsure system after your free trial expires, you will need to purchase a subscription and enter your payment details in the eftsure portal for processing. Features in the free trial edition are limited.

Subscription commencement date: Unless otherwise agreed upon by both parties, the subscription contract period will start from the date of the first invoice (provided duly paid), which shall be the earlier of either (a) 30 days following the acceptance of the quote, or (b) the completion of the initial implementation.

People invited to use the eftsure system: An invited user is a person other than the customer administrator user who has been invited to use our services through a subscription. If you’re an invited user, you must also accept our terms of service to use our services.

User roles and access: As a customer administrator user inviting others into a subscription, you should understand the permissions you’re granting to the invited users. If you’d like to read more about user roles and levels of access, refer to user guides on the eftsure help centre website.

The right to use our services: Whether you’re a customer administrator user or an invited user, we grant you the right to use our services (based on your subscription type, your user role and the level of access you’ve been granted) for as long as the customer administrator user continues to pay for the subscription, until the subscription is terminated or, if you’re an invited user until your access is revoked.

Customer administrator user role: As a customer administrator user, you take responsibility for fully controlling how your subscription is managed and who can access it. For example:

- You control access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access each invited user has. You can change or revoke that access at any time.
- You're responsible for resolving any disputes with any invited users over access to your subscription.
- You're responsible for all your invited users' activity.

Your responsibilities: You promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards, but you should always ensure that passwords are very strong and not easily guessable. The stronger the password, the better!

When we introduce new or revised services: Since we're always thinking about how to make the eftsure system the best it can be, we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services.

2. Pricing

Payment for subscription: Unless you're in a free trial or other offer period, you'll need to pay for a subscription based on the pricing of your selected plan. The pricing details and other terms of your subscription are explained when you select your plan.

Trial subscriptions: When you first sign up, you can opt for a free trial, based on the terms specified at the time. If you choose to continue using our services after the trial, you'll be billed when you add your billing details into our services, explained in more detail in the pricing plan and in eftsure help centre website. If you choose not to continue using our services following a trial, your subscription will automatically be cancelled.

eftsure pricing plans: Your use of our services generally requires you to pay a once-off setup fee and a monthly subscription fee based on your subscription type. The pricing plan consists of the set-up fee and subscription fees we offered you, including invoicing, payment, auto-renewal and cancellation terms. The pricing plan includes information set out in the offer details and pricing page. We may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these terms. As with any other changes to our terms, changes to the pricing plan won't apply retrospectively and, if we make changes and you're a customer administrator user, we'll make every effort to let you know.

Taxes for your use of our services: The set-up and subscription fees reflected when you select your pricing plan are recorded exclusive of transactional taxes (like VAT).

Importance of timely payments: In order to continue accessing our services, you need to make timely payments based on the pricing plan you selected. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your subscription until the payment is made.

3. Termination

Termination notice: One month's written notice prior to the end of your subscription period will be required to terminate your subscription. We are also entitled to terminate your subscription with the same notice. If you violate these terms, we may terminate your subscription immediately.

Subscription period: Your subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan. You may choose to terminate your subscription per the termination notice period above. You'll still need to pay all relevant subscription fees up to and including the day of termination. For more information, including on how to terminate your subscription, refer to user guides on the eftsure help centre website.

Termination by eftsure: eftsure may choose to terminate your subscription at any time by providing you with one month's written notice in advance. eftsure may also terminate or suspend your subscription or access to all or any data immediately if:

- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these terms and the breach cannot be remedied,
- you fail to pay subscription fees, or
- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors or become subject to any similar insolvency event in any jurisdiction.

No refunds: No refund is due to you if you terminate your subscription or eftsure terminates it in accordance with these terms.

Retention of your data: Once a subscription is terminated by you or us, it is archived, and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a customer administrator user, you can reactivate your subscription and once again access your data by paying the subscription fees.