



CONNECT: Terms and Conditions

1. Introduction

Welcome to CONNECT, a collection of micro software solutions designed to help businesses manage their operations and employees efficiently. These terms and conditions ("Terms") govern your use of our software, provided by SEESA Software Solutions (Pty) Ltd ("SEESA Software Solutions," "we," or "us"). By subscribing to and using CONNECT; you agree to comply with these Terms.

2. Subscription and Payment

- 2.1. Subscription Model: Access to CONNECTS is granted on a month-to-month subscription basis.
- 2.2. Payment: Subscription fees are due monthly. Access to the software will be provided as long as your subscription is paid up.
- 2.3. Default on Payment: If you default on your payments, access to CONNECT shall be suspended until all outstanding amounts are paid in full.
- 2.4. It is hereby recorded that the client will be liable for payment in full and on the due date of all amounts due in terms of this agreement, irrespective of any invoices being forwarded to an address other than that of the client's at the request of the client or the signatory hereof.
- 2.5. The client will pay SEESA Software Solutions all amounts set out in the client invoice on the date as stipulated in such invoice, free of exchange and without deduction or set-off.
- 2.6. In the event of the client authorising payment by way of a debit order, SEESA Software Solutions will be entitled to draw against the client's banking account any amount due in terms of this agreement. It is confirmed that SEESA Software Solutions has a 14-day payment cycle.
- 2.7. Fee Increases: SEESA Software Solutions may from time to time increase the agreed fee in order to keep up with rising costs or where the client's number of employees increases, upon one (1) month's written notice to the client.

3. Access and Use

- 3.1. Access Rights: Subscribers are granted access to the modules and information provided by SEESA Software Solutions for the duration of their subscription.
- 3.2. Usage Restrictions: Access to the software is restricted to paid-up subscribers only. Any unauthorized access or usage is prohibited.

- 3.3. Prohibited Activities: You agree not to use CONNECT for any unlawful purpose or in a way that infringes the rights of, restricts, or inhibits anyone else's use and enjoyment of the software.

4. Data Access and Privacy

- 4.1. Data Access: By subscribing to CONNECT, we may access your data, including employee personal information to enable us to provide our services to you. For More information on how we process personal information, please refer to our privacy notice on our website.
- 4.2. Compliance with POPI Act: SEESA Software Solutions is committed to protecting your personal information in compliance with the Protection of Personal Information (POPI) Act.
- 4.3. Data Retention: Personal information collected through CONNECT will not be kept for longer than necessary for the purposes for which it was collected, except where we are required by law to retain records for longer, for more information on this see the privacy notice on our website.
- 4.4. Data Security: We prioritize the secure hosting, gathering, and storing of personal information. We implement appropriate technical and organizational measures to protect your data.
- 4.5. Data Sharing: We may share your personal information with third-party service providers who help us to provide our services to you. These service providers are contractually obligated to keep your personal information confidential. In other instance, your data will not be shared with third parties, except where required by law.

5. Use of AI Chatbot Q2

- 5.1. Disclaimer on Legal Advice: When using the AI chatbot Q2 for legal advice, please note that the information provided is intended for reference purposes only. While we strive to offer accurate information, it should not be construed as legal advice.
- 5.2. Nature of AI Limitations: Given the nature of AI and how language models work, we cannot guarantee the accuracy or completeness of the information provided by Q2. Always consult a qualified SEESA legal professional for specific legal advice.

6. Severability

If any term, condition, requirement or provision contained in this agreement is held by any court having jurisdiction to be unenforceable, illegal, void or contrary to law, such finding shall have no effect whatsoever upon the binding force or effectiveness of the remainder of this agreement, it being the intent and declaration of the parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all other terms and conditions of this agreement.

7. Termination

- 7.1. Termination by Subscriber: You may cancel your subscription at any time. However, access to CONNECT will continue until the end of the current billing cycle.
- 7.2. Termination by SEESA Software Solutions: We reserve the right to terminate your access to YES Micro Solutions if you breach these Terms or fail to pay the subscription fees.
- 7.3. In the event of the client authorising payment by way of a debit order, SEESA Software Solutions will be entitled to draw against the client's banking account any amount due in terms of this agreement. It is confirmed that SEESA Software Solutions has a 14-day payment cycle.

SEESA Software Solutions reserves the right to amend these Terms at any time. Subscribers will be notified of any significant changes to the Terms.

9. Governing Law

These Terms are governed by the laws of South Africa. Any disputes arising from these Terms or the use of CONNECT will be subject to the jurisdiction of the South African courts.

10. Client Agreement

By subscribing to CONNECT and clicking the tick box, you agree to the terms and conditions set out in this agreement.

11. Limitation of Liability

- 11.1. No Warranty: CONNECT is provided "as is" and "as available," without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 11.2. Limitation of Liability: To the fullest extent permitted by law, SEESA Software Solutions shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use CONNECT; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from our services; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our services by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the services; and/or (vi) the defamatory, offensive, or illegal conduct of any third party.

12. Indemnification

You agree to defend, indemnify, and hold harmless SEESA Software Solutions and its affiliates, licensors, and service providers, and their respective officers, directors, employees, agents, and contractors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including but not limited to attorney's fees) arising from:

12. 1. Your use of and access to CONNECT;
- 12.2. Your violation of any term of these Terms;
12. 3. Your violation of any third-party right, including without limitation any copyright, property, or privacy right;
- 12.4. Any claim that your use of CONNECT caused damage to a third party;
- 12.5. Any content you upload, submit, post, transmit, or otherwise make available through CONNECT.

This defence and indemnification obligation will survive the termination or expiration of these Terms and your use of CONTENT.

14. Intellectual Property

- 14.1. Ownership: All intellectual property rights in and to CONNECT and any content therein, including but not limited to software, design, text, graphics, interfaces, and logos, are owned by or licensed to SEESA Software Solutions. These rights are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 14.2. License Grant: SEESA Software Solutions grants you a limited, non-exclusive, non-transferable, revocable license to use CONNECT solely for your internal business purposes. This license does not include any right to:
 - Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from YES Micro Solutions;
 - Use any part of CONNECT for commercial purposes other than as permitted in these Terms;
 - Use any automated system, including without limitation "robots," "spiders," or "offline readers," to access CONNECT in a manner that sends more request messages to the SEESA Software Solutions servers than a human can reasonably produce in the same period by using a conventional online web browser;
 - Use the materials or content available through CONNECT for any unauthorized or unlawful purpose.
- 14.3. Trademarks: The trademarks, logos, and service marks ("Marks") displayed on CONNECT are the property of SEESA Software Solutions or other third parties. You are not permitted to use these Marks without the prior written consent of SEESA Software Solutions or such third party that may own the Marks.
- 14.4. Feedback: Any feedback, comments, or suggestions you may provide regarding CONNECT is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

15. Confidentiality

- 15.1. Confidential Information: During the term of your subscription and thereafter, you agree to take all reasonable steps to ensure that any confidential information you receive through CONNECT is not disclosed or distributed to third parties.

Confidential information includes, but is not limited to, any proprietary information, trade secrets, or data belonging to SEESA Software Solutions or other users of CONNECT

- 15.2. Non-Disclosure: You agree not to disclose, use, or permit the use of any confidential information except as necessary to use CONNECT for your business purposes or as required by law.

16. Entire Agreement

These Terms constitute the entire agreement between you and SEESA Software Solutions with respect to CONNECT. They supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to CONNECT.

17. Contact Information

In compliance with section 43(1) of the ECT Act, the following is noted:

17.1 Registration number: 2023/536165/07

17.2 Physical address: Casa Labore Office Park, 182 Watermeyer St, Meyerspark, Pretoria, 0184

17.3 Telephone number: 012 810 2000

17.4 Website address: <https://microsolutions.co.za/>

17.5 E-mail address: pilot@seesa.co.za

17.6 Names of office bearers: Ewert Kleynhans

By subscribing to and using YES Micro Solutions, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

18. Welcome to the CONNECT Family

We are thrilled to welcome you to the CONNECT family! At SEESA Software Solutions, we are dedicated to growing our business alongside yours. We strive to provide you with the best tools to manage your business and employees efficiently. Your success is our success, and we take pride in associating with great businesses like yours. Should you have any questions or need assistance, our support team is always here to help. Together, let's achieve new heights of success!

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Thank you for choosing CONNECT!

19. Debit order instruction

I/We hereby request and authorise **SEESA Software Solutions** to draw on (date) against my/our account with the abovementioned bank or any bank or branch to which I/we may transfer my/our account the sum of R_____ my first monthly premium in terms of this agreement . Only the monthly premium of (amount)(VAT inclusive) should be deducted from thereon, on the last working day of each and every successive month. All such withdrawals from my/our bank account by **SEESA Software Solutions** shall be treated as though they have been authorised by me/us personally.

I/We understand that the withdrawals hereby authorised will be done electronically by **SEESA Software Solutions** and also understand that details of each withdrawal will be printed on my bank statement or on an accompanying document. In the event of the payment being rejected by the bank due to insufficient funds **SEESA Software Solutions** has the right to present the payment again in the next payment cycle. I/We agree to pay the bank charges related to this debit order instruction.

This agreement may be terminated by either party giving the other 30 days written notice. Neither party may transfer or cede their rights or obligations in terms of this agreement unless prior written consent has been obtained from the other party. Any unauthorised transfer or cession of rights or obligations will be null and void. Cancelling this mandate does not cancel the main agreement and the account holder will not be entitled to a refund for funds legally owed to **SEESA Software Solutions**.