



# LegalSoft Debt Recovery Software

This Agreement is between:

**the Supplier :** **LegalSoft Software**

**Address :** Postnet # 187  
Private Bag X29  
Somerset West  
7129

And :

**the Client :**

**Address :**

## TERMS

### OVERVIEW

The details of the two different types of accounts that are available to the Users are namely, Rental Software and Purchased Software. The applicable fees for these accounts are as per quotation.

A User wishing to use the LegalSoft Debt Recovery Software needs to assent to the terms and conditions below.

All licensing is time controlled, thus all activations have an expiry date, which may be extended from time to time.

### SOFTWARE RENTALS

Rental fees will be billed as per the subscription term before the expiry of the period covered by the previous subscription and activation codes for the new period will be supplied on receipt of proof of payment. Licence fees are Pay-as-you-go based.

Termination of any software rental is subject to a notice period of 3 months.

Updates to newer versions are included in the Licence Fee.

### NUMBER OF USERS PER LICENCE

A software licence allows for as many users as required on a single computer.

One Licence is required for every computer on which the software is installed. Other automation, "Back Office", software is billed separately. The same Licence conditions apply.

### ACCESS TO STORED DATA

The database resides on a server supplied by the Client and is connected to the Client's network. Thus access to stored data is available to the Client on their own network and the Client is responsible for the security of this data.

Use of and access to the software, information stored by the software and/or functions contained within the software are available by prepaid /purchased access as mentioned above for a period of the User's choice.



# LegalSoft Debt Recovery Software

## TERMS CONT.

### SOFTWARE PURCHASED

Activation codes will be supplied on receipt of proof of payment.

No refunds are given for software purchased. Updates are not included and these are billed, for the year in advance, at 5% of the reigning current purchases price.

### SOFTWARE CUSTOMISATION

Changes and/or customisation of any of the software, information stored by the software and/or functions contained within the software will be considered under the following terms:

all IP (intellectual property) contained within the changes, whether originating from the User or not, will be regarded to be the property of LegalSoft Software and will be made available as part of the updates which are made available from time to time.

the Client requesting the changes guarantees that, as far as their knowledge extends, no copyright is registered/or pending to the requested change.

requested changes will be quoted for and work will commence on receipt of a written order.

defined by the data privacy requirements.

### CLIENT RESPONSIBILITIES

It is the responsibility of the Client to maintain security and change the passwords to access the software.

No hardware and/or software maintenance is included in any software package unless specifically quoted for.

### EXCLUSION OF LIABILITY

The Client agrees that LegalSoft Software shall not be liable to the Client or any of its agents, directly or indirectly, from whatever cause arising for any claim, whether derelict or otherwise, for any loss, damages, costs or expenses directly or indirectly incurred by the Client as a result of:

an erroneous electronic or manual instruction, a debt recovery method or other debt management system, any action of the client, the client's staff or any service provider to the client

The LegalSoft Software at all times acts as an independent agent, and no partnership and/or relationship is created between the parties in lieu of this agreement.

### RENTAL PRICE ESCALATION

Rental price escalation is applied annually at 10% per annum on the 1<sup>st</sup> January.



# LegalSoft Debt Recovery Software

## TERMS CONT.

### TERMINATION OF RENTAL

Payment of any rental amount will be deemed as acceptance of the conditions of this agreement. In the case of rental software, Notice of Termination of this agreement is to be given in writing 3 (three) calendar months prior to the date of termination.

All program disk(s) and manual(s) are to be returned to LegalSoft Software. The material must be accompanied by written confirmation from the Client that all copies of the program have been destroyed and use of the materials has ceased.

### DISCLAIMER

The LegalSoft Software program and electronic User Manual are provided on an "as is" basis. There are no warranties expressed or implied as to the fitness of this software for any particular purpose.

In no event shall LegalSoft Software or any of its employees, be held responsible for any direct or indirect or consequential damages, even if LegalSoft Software or

any of its employees has been advised of such damage.

### DATA WARRANTY

The Client is responsible for the accuracy of all data captured to the database.

LegalSoft Software is not responsible for the data captured to the database before or after installation. The data supplied with the software is considered to be public domain data as

### COPYRIGHT

The LegalSoft Software program and electronic User Manual are the property of LegalSoft Software and are protected by copyright laws.

The LegalSoft Software program and or electronic User Manual shall not be copied, reproduced, disclosed, transferred or reduced to any electronic medium or machine-readable form without the express written approval of LegalSoft Software.

## ACKNOWLEDGEMENT & ACCEPTANCE OF TERMS

I have read this agreement and agree to abide by all of its terms and conditions.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

## RETURNED

Date: \_\_\_\_\_

Received by: \_\_\_\_\_