

**Peninsula Payroll Solutions Pty (Ltd.) trading as
ABACUS PAYROLL**

“USER” AGREEMENT

By accepting the terms and conditions at the bottom of this document, I confirm that I understand and accept these terms and conditions as set out below.

Abacus Payroll

Abacus Payroll is a registered software payroll solution with the aim of supporting the user in developing salary structures, formulating standard payslips and providing management reports. The software has been developed according to SARS requirements with all calculations being formulated in the back-end thus ensuring the authenticity of the calculations. The calculations represents the current tax year. Although every effort was made to comply with all the legal requirements as stipulated by SARS, Abacus Payroll and its affiliated companies, suppliers, or any of their employees, do not guarantee the content and information offered on the system. Furthermore, Abacus Payroll does not guarantee the information as used by the user and the authenticity thereof.

Representation and Data Processing

We make no representations or warranties, whether expressed or implied, and assume no liability or responsibility for the proper performance of this system and/or the Services and/or the information and/or images contained on this system, and the system is thus used at your own risk. In particular we make no warranty that the Services will meet your requirements, be uninterrupted, complete, timely, secure or error free.

The User hereby acknowledges that it is imperative that the data entered into Abacus Payroll software is from a trustworthy accurate source, to be verified by the User at own risk.

The User furthermore acknowledges that all Data Processing should be entered into the correct fields as requested by the Abacus Payroll Software, as entries into the incorrect fields would obviously result in incorrect calculations for which the User may be held liable.

Indemnity

You (“the User”) indemnify and hold Abacus Payroll and affiliated companies, its directors, members, shareholders and successors in title harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the Services offered on this system, or the use of the Services, or incorrect Data Processing, or data entries into the incorrect fields as requested by the Abacus Software, or the issue of payslips, or information and/or images available on this system, whether due to our negligence or not. Abacus Payroll cannot be held responsible in any way for loss of data due to theft/malfunction/virus/security breach/hardware failure/ incorrect Data Processing or any other event. It is the User’s responsibility to make regular backups to an external storage medium.

Copyright

All rights not expressly granted are reserved. Users may download, view and print content from this system for private and non-commercial purposes only. All moral rights of PENINSULA PAYROLL SOLUTIONS Pty (Ltd.) trading as Abacus Payroll and its employees/agents are reserved. Users are encouraged to inform PENINSULA PAYROLL SOLUTIONS Pty (Ltd.) trading as Abacus Payroll of any content that may be inaccurate, offensive or illegal.

Intellectual Property Rights

You acknowledge that PENINSULA PAYROLL SOLUTIONS Pty (Ltd.) owns the intellectual property rights in and to this system, and all Services contained herein, and that the unauthorised use thereof is expressly prohibited. Words or marks however represented, including stylised representation, all associated logos and symbols and combinations of any of the a foregoing with another word or mark, used on this system, are the trademarks of Abacus Payroll, or one of its affiliated companies. All the content, trademarks and data on this system, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to Abacus Payroll and as such are protected from infringement by local and international legislation and treaties.

Electronic Communications

When a User uses Abacus Payroll or sends e-mails to Abacus Payroll, that User consents to receiving communications from Abacus Payroll electronically and agrees that all agreements, notices, disclosures and other communications sent by Abacus Payroll satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

Hyperlinks

No person, business or web system may link to any page on this system without the prior written permission of Abacus Payroll. Hyperlinks provided on this system to non – Abacus Payroll systems are provided as is and Abacus Payroll does not necessarily agree with, edit or sponsor the content on such web pages. Abacus Payroll will implement precautionary measures to ensure that the system is free from viruses and does not guarantee or warrant that files available for downloading through the system or delivered via electronic mail through the system will be free of infection or viruses, worms, Trojan horses or other codes that manifest contaminating or destructive properties. The User is responsible for implementing sufficient protective software on the system that will satisfy particular data security requirements and for maintaining a means external to the User's workstation for the reconstruction of any lost data. The User agrees to take precautionary measures to ensure that his data is free from viruses or other destructive codes.

Privacy

Abacus Payroll shall take all reasonable steps to protect the personal information of Users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The User agrees to fully indemnify PENINSULA PAYROLL SOLUTIONS CC and Associates against any actual or contingent liabilities incurred in relation to any actions or claims brought by any person against Abacus Payroll and Associates as a result of an actual or alleged breach by the User of any law, or such other actions or claims brought in relation to the provision of services to the User. The User herewith indemnifies Abacus Payroll and Associates against any wrongful conduct or inaccuracy of as completed & installed by "Users", whether

intentionally or negligently whereupon the resultant calculations are based and supplied to the User, the User's employees, its assignees, the employees suppliers, banking institutions or any credit provider and or the South African Revenue Services or any other Government institution.

Security

The User allows Abacus Payroll to take all reasonable steps to ensure the integrity and security of the Abacus Payroll system and back-office applications. The protection of user login and password information to access the system is transferred to the "User" and Abacus Payroll is completely indemnified from any claims from information accessed through user accounts.

Back-up of Data

Users are advised to make regular back-up of data to an external storage medium. PENINSULA PAYROLL SOLUTIONS CC and Associates cannot be held responsible to the loss of data due to hardware failure, loss, theft, virus infection, data corruption or any other cause for a loss of data.

Credits

Abacus Payroll Software is designed on a pay-per-payslip basis that allows the user to print formal payslips on plain paper using pre-paid credits. Credits are bought online via the Abacus Payroll system, or through the Abacus Payroll Agents.

Payroll Paper

Abacus Payroll Software has been designed to print final/original payslips on the paper designed and purchased from Abacus Payroll. Users can print provisional payslips on plain paper but these will carry a watermark identifying them as not final/original. Formal, sealable pre-printed payslips can be ordered through the Abacus Payroll Agent network.

Changes to Agreement

Abacus Payroll may, in its sole discretion, change this agreement or any part thereof at any time without notice. Abacus Payroll reserves the right to alter, restrict and/or terminate the Agreement with you, the Agent, in particular, or to the public in general, without notice or reason, or to revise these terms and conditions, and/or the prices at which Abacus Payroll System is offered, at any time. Such changes will be communicated with the Agent and be deemed to have been accepted by you if you continue marketing Abacus Payroll

Payments

All payments made to Abacus Payroll in respect of acquiring an Abacus Payroll system or any related products or items must display the unique Reference Codes or Serial Keys provided by Abacus Payroll and are non-refundable. No refund on training, support or software charges will be considered.

Disputes

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of Abacus Payroll, then such a dispute shall be submitted to confidential arbitration in

terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Pretoria in English.

Domicilium

Abacus Payroll chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature: 16 Ray Street Annlin Pretoria South Africa 0182.

Terms & Termination

This agreement shall commence when the “User” accepts this Agreement and continues indefinitely through the marketing of Abacus Payroll until terminated by Abacus Payroll in its sole discretion. Abacus Payroll may further, in its sole discretion screen all applications for registration of Abacus Payroll Agents and decide which data may be utilized for the management of Abacus Payroll.

General

These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you (the User) shall submit to the jurisdiction of the South African Courts. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any Court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions. Abacus Payroll’s failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to in writing. These terms and conditions, as varied by Abacus Payroll from time to time constitute the sole agreement between yourself and ourselves. These terms and conditions shall be for the benefit of Abacus Payroll and may be waived by us in our discretion.

Abacus Payroll Agents

In terms of the agreement between Abacus Payroll and Accredited Agents, an Abacus Agent is only authorised to market Abacus Payroll Software Solution and provide system advice. Additional services in respect of Abacus Software training, setup, support and maintenance will be in their personal capacity only. These services do not represent Abacus Payroll Solution in any manner whatsoever. Abacus Payroll is not responsible for the effectiveness and outcome of any additional services or advice provided by Agents.

Software Support

User support is accessed through Abacus Payroll’s network of Accredited Abacus Agents and may be provided telephonically, in person or via electronic platform. The support agreement is determined by the individual agent and may include a call out fee.

Data and system restoration support is a billable service provided by Abacus Payroll at a specified hourly rate. Abacus Payroll reserves the right to withhold all software and system support to clients who did not complete user training.

Update

Abacus Payroll undertakes to keep users informed of all new system developments and changes via electronic mail, delivered to their registered user e-mail address. It is the responsibility of the user

to ensure that his system remains updated to the newest version of Abacus Payroll, available for download at www.abacuspaysroll.co.za. Users are required to inform his Abacus Payroll Agent of any changes to personal and contact details.

Information

The ECT Act states that when services are offered by way of certain electronic transactions, we must make the following information about us available to customers on systems where services are offered:

Full name: PENINSULA PAYROLL SOLUTIONS CC t/a Abacus Payroll.

Address: 16 Ray Street

Annlin

0182

Pretoria

South Africa.

Alt-N has no obligation to provide service or support until Alt-N has received full payment

Alt-N may limit or terminate support service to, or may elect not to renew additional support if Customer uses the service in an irregular, excessive, abusive or fraudulent manner or uses Product(s) with third party software that is determined at Alt-N's sole discretion to be incompatible. Examples of such use include a high number of support requests that concern previously resolved issues and/or general usability, repeated posing of questions to which the answer is readily found in Product documentation, and discussion of issues that are not related to technical support.

Alt-N is not responsible for any lost or corrupted software or data. Alt-N strongly recommends that Customer maintain a complete data backup and disaster recovery plan

With a valid Software Maintenance and Support Agreement the Licensee shall be entitled to receive

Technical User Support regarding the current version and any version released within the last 12 months, In order for the Licensee to receive support as outlined in Clause 2.1, the Licensee must install all relevant Soft

backup