



## Web Use Policy

### PLEASE READ THESE LICENCE TERMS CAREFULLY

This agreement is a legal agreement between you (Subscriber) and the (Supplier), SLICK SALON SOLUTIONS, a private company duly incorporated in terms of the company laws of South Africa (hereinafter referred to as "SLICK SALON SOLUTIONS", "Our", "Us"), with its principal place of business at.

#### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement:

**Authorised Users:** those individuals authorised to use the Services and the Documentation.

**Subscriber Data:** the data inputted by the Subscriber or Authorised Users for the purpose of using the Services or facilitating the Subscriber's use of the Services.

**Documentation:** the documentation made available to the Subscriber on the Website which sets out a description of the Services and the user instructions for the Services.

**Effective Date:** the date of this agreement.

**Initial Subscription Term:** if you have chosen a monthly billing cycle, 1 month. If you have chosen an annual billing cycle, 1 year.

**Services:** the subscription services, including the Software, provided by the Supplier to the Subscriber under this agreement via the Website as more particularly described in the Documentation.

**Software:** the online software application provided by the Supplier on the Website as part of the Services.

**Subscription Fees:** the subscription fees payable by the Subscriber to the Supplier for the User Subscriptions, as set out in our pricing and subscription information pages.

**Subscription Term:** the Initial Subscription Term together with any subsequent Renewal Periods.

**User Subscriptions:** the user subscriptions purchased by the Subscriber pursuant to clause 7.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

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1.3 A person includes an individual, corporate, or unincorporated body (whether having separate legal personality or not).

1.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

## 2. USER SUBSCRIPTIONS

2.1 Subject to the Subscriber purchasing the User Subscriptions and complying with the terms of this agreement the Supplier hereby grants to the Subscriber a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term.

2.2 In relation to the Authorised Users, the Subscriber undertakes that:

1. each Authorised User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep their password confidential.
2. Only authorised users can use the service and you will not offer access to any other individual to access your account.

2.3 The Subscriber shall not:

1. a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
2. i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
3. ii) attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software; or
4. b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
5. c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
6. d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause.

2.4 The Subscriber shall use best endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

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### 3.USER SUBSCRIPTION UPGRADES

The Subscriber may, during any Subscription Term, upgrade to the next level of User Subscriptions or add further services by notifying the Supplier and paying the additional Subscription Fees.

### 4.SERVICES

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Subscriber on and subject to the terms of this agreement.

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

1. a) planned maintenance, and
2. b) unscheduled maintenance provided that the Supplier has used reasonable endeavours to give the Subscriber notice in advance.

### 5.SUBSCRIBER DATA

5.1 The Subscriber shall own all right, title and interest in and to all of the Subscriber Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Subscriber Data.

5.2 If the Supplier processes any personal data on the Subscriber's behalf when performing its obligations under this agreement, the parties record their intention that the Subscriber shall be the data controller and the Supplier shall be a data processor and in any such case:

1. a) the Subscriber acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Subscriber and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;
2. b) the Subscriber shall ensure that the Subscriber is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Subscriber's behalf;
3. c) the Subscriber shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
4. d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

### 6. SUPPLIER'S OBLIGATIONS

6.1The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2The Supplier:

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1. a) does not warrant that the Subscriber's use of the Services will be uninterrupted or error-free; or that the Services, Documentation, and/or the information obtained by the Subscriber through the Services will meet the Subscriber's requirements; and
2. b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Subscriber acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## **7. CONTENT USE AND 3<sup>RD</sup> PARTY WEBSITES**

7.1 By subscribing to SLICK SALON SOLUTIONS, the Subscriber agrees to SLICK SALON SOLUTIONS using the information as provided as a point of reference and otherwise on any 3rd party website, or any other platform owned or managed by SLICK SALON SOLUTIONS, or a subsidiary or affiliate of SLICK SALON SOLUTIONS as well as web platforms not controlled by SLICK SALON SOLUTIONS as well as social media platforms and digital marketing platforms and systems.

7.2 We provide links to websites outside of our websites, as well as to third party websites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to these websites. Before disclosing your personal information on any other website, we advise you to examine the terms and conditions of using that Website and its privacy statement.

## **8. PROPRIETARY RIGHTS**

8.1 The Subscriber acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Subscriber any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

8.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

8.3 The Supplier does not own or claim any right in any Subscriber Data.

## **9. INDEMNITY**

9.1 The Subscriber shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Subscriber's use of the Services and/or Documentation, provided that:

1. a) the Subscriber is given prompt notice of any such claim;

b) the Supplier provides reasonable co-operation to the Subscriber in the defence and settlement of such claim, at the Subscriber's expense.

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## 10. LIMITATION OF LIABILITY

10.1 This clause sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Subscriber:

1. a) arising under or in connection with this agreement;
2. b) in respect of any use made by the Subscriber of the Services and Documentation or any part of them; and
3. c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

10.2 Except as expressly and specifically provided in this agreement:

1. the Subscriber assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Subscriber, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Subscriber in connection with the Services, or any actions taken by the Supplier at the Subscriber's direction;
2. all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
3. the Services and the Documentation are provided to the Subscriber on an as is basis.

10.3 Nothing in this agreement excludes the liability of the Supplier:

1. for death or personal injury caused by the Supplier's negligence; or
2. for fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.2 and clause 10.3:

1. the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
2. the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

## 11. TERM AND TERMINATION

11.1 This agreement shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods equal in length to the Initial Subscription Term (each a Renewal Period), unless:

1. a) either party notifies the other party of termination, in writing, at least 7 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

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2. b) the Subscriber cancels the subscription through the 'Billing' section of our website; or
3. c) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

11.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

1. a) the other party fails to pay any amount due under this agreement on the due date for payment;
2. b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

11.3 On termination of this agreement for any reason:

1. all licences granted under this agreement shall immediately terminate;
2. the Supplier may destroy or otherwise dispose of any of the Subscriber Data in its possession; and
3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

## 12.FORCE MAJEURE

The Supplier shall have no liability to the Subscriber under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Subscriber is notified of such an event and its expected duration.

We are not responsible for anything outside our control (power cuts, natural disasters etc.)

## 13.VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 14.ENTIRE AGREEMENT

This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

## 15.ASSIGNMENT

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15.1 The Supplier may but the Subscriber may not at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

#### **16.NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### **17.THIRD PARTY RIGHTS**

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns)

#### **18.GOVERNING LAW**

The terms and conditions of this agreement will be governed by and construed in accordance with the laws of South Africa, and the parties 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. 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.

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