

Sleek Accounting

User Agreement

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Sleek Accounting

User Agreement

This User Agreement embodies the contract between Users and us about the use of our Product. Please read and consider it carefully as you, as a potential User, are allowed to use the Sleek Accounting Package hosted on the Sleek Website only after you have accepted the terms and conditions hereof.

If you want to use our Product and are in agreement with the terms and conditions contained herein, please click "I accept" on the Webpage. If not, please exit the Sleek Website and desist from using the Sleek Accounting Package.

The moment you, the Main User, click "I accept", it serves as *prima facie* proof and notice to us at our business address that you have agreed to use our Product and have accepted the terms and conditions of this User Agreement and that it represents the contract between you and us about your use of our Product. Our acceptance is evident from the mere fact that our Product allows you to proceed with registration formalities and the use of our Product.

User Agreement between Sleek Accounting and the Main User

1. Definitions

In this User Agreement the following words and abbreviations shall have the following meanings:

"Sleek Accounting", "www.sleekacc.co.za" "www.sleekacc.com" "we", "our", or "us" means Sleek Accounting Trust with business address Suite 21, Pretty Gardens, Langenhovenpark, Bloemfontein, South Africa, an *inter vivos* business Trust registered at the Master of the High Court, Bloemfontein, South Africa, under registration number IT 293/2008, as a Party to this User Agreement;

The "Main User", "you" and "your" refers to you, the Main User, as the other Party to this User Agreement;

"Party" or "Parties" refers to the Parties to this User Agreement, namely Sleek Accounting and the Main User or one of them depending on the context in which it is used and includes their successors in title;

The "Licensor" means the owner of the Product, namely Sleek Technology Trust with business address Suite 21, Pretty Gardens, Langenhovenpark, Bloemfontein, an *inter vivos* business Trust registered at the Master of the High Court, Bloemfontein, South Africa, under registration number IT 7/2010, and "Licensor" includes, where the content requires, Third Party Technology owners;

The "Licensee" means Sleek Accounting;

"Product" means the Sleek Website under the Internet address www.sleekacc.co.za or www.sleekacc.com, that host the Internet accessible Sleek Accounting Package, which Accounting Package includes its data storage and transmission facilities, and the payment, administration and support services. It includes any future upgrades or enhancements of the Product;

"Sleek Website" or the "Website" means the Sleek Website under the World Wide Web address www.sleekacc.co.za or www.sleekacc.com;

"Sleek Accounting Package" means Internet accessible Sleek Accounting Package the function of which is to perform online electronic financial data capturing and storage, accounting and reporting functions of a business;

"User Agreement" refers to this contract between the Parties;

"Right of Use" means, in terms of this User Agreement, the worldwide personal, non-exclusive, non-transferable, non-assignable right granted by us to a single Main User to use the Sleek Accounting Package in its business;

"Use" means to apply the Sleek Accounting Package and other facilities provided by the Sleek Website for the purpose it was developed in the Main User's business;

A "Main User" refers to a User who uses the Product and who permits his Sub-Users to use the Product, but who does not allow the use thereof by a third party;

"Sub-Users" refers to the staff members or sub-contractors of the Main User who use the Product with the Main User's consent and under its supervision;

"User" refers to the Main User or Sub-User or both of them depending on the context in which it is used;

"Stored data" in regard to Information Technology means the electronic images, information and messages stored by the Main User in its Storage Space on our Servers;

"Storage Space" in regard to Information Technology means the space allowed to a User for storage of electronic data on our Servers;

"Server" in regard to Information Technology means a computer system and program that provide services to other computers and their users.

"Login Information" or "Login Info" refers to your User Name and Password;

"Webmaster" means our Systems Administrator who maintains our Website and has the authority to reinstate a User whose access has been blocked.

"User Charges" means the fees payable for your use of the Sleek Accounting Package or Sleek Website and are displayed on the Sleek Website from time to time. It includes any of the following Fees: The monthly User, the annual Hosting, and, if applicable, an extra charge for excessive Bandwidth or Data Storage Space utilised and a Support and Re-activation Fee;

"Bandwidth Usage" in regard to Information Technology means the amount of data and data transfer packets utilised by a User during communication, which is operating, viewing, downloading and uploading of information to and from the Website. Bandwidth usage is measured in Terrabytes, Megabytes, Kilobytes and Bytes. Communication channels are provided by external Service Providers;

"URL" in regard to Information Technology is an abbreviation of "Uniform Resource Locator", the global address of documents and other resources on the World Wide Web. Our URL is either <http://www.sleekacc.co.za> or <http://www.sleekacc.com>;

"Internet" in regard to Information Technology refers to the Worldwide Internet system and includes any reasonably similar system that may emulate, replace or upgrade it;

"A User" refers to a user who uses the Product subject to this User Agreement;

A "Level" in regard to the Sleek Accounting Package refers to a basket of connected functions that perform the accounting functions in a particular area of a business. For instance: Level 3 – Stock control, Debtors and Creditors. A Level consists of Modules and add-ons;

A "Module" in regard to the Sleek Accounting Package refers to a particular computer program that performs a particular core function in a particular Level, for instance: Module 3 – Debtors;

A "Patch" in regard to the Sleek Accounting Package and Information Technology refers to computer code written to repair an error of the Product;

"Link" in regard to Information Technology means an Internet address and third party website that can be accessed via our Website;

"Third Party Technology" means functionality added by us to our Product by interfacing with other websites via Links or through the patching in of add-ons;

"Add-ons" in regard to the Sleek Accounting Package and Information Technology means particular computer programs that perform particular functions in our Product developed by third parties and licensed to us for use in our Product;

"Confidential Information" as regards the Product includes all our and the Licensor's intellectual property and marketing, commercial and technical information and agreements, know-how, paper-based and electronic forms and designs, computer programs and software, object and source code, explanatory written materials and any other possible documentation related thereto, electronic media, data, text, reports, e-mails, techniques and methods, and other tangible and vocal disclosures, but excluding Information that may be in the public domain through our activities;

"Restricted period" means a period of 2 (two) years after the termination of this User Agreement, however occasioned;

"Third party" any person or party other than the Main User or Sleek Accounting;

"Activation Date" means the date on which the Product was activated for use by the Main User for the first time;

"E-Commerce" refers to the payment method of paying by credit card, bank account or other financial institution through the Internet or any other system;

"Debit Order" includes an instruction to any financial institution or credit/debit card company to effect payment to Sleek Accounting from the financial institution account of the Main User;

If any term or this Agreement is deemed *pro non-scripto* or invalid and non-binding by any reason whatsoever, the accord embodied herein or the remaining provisions of this Agreement will remain in force and effect as an agreement between the Parties who will all be bound to it until the invalidation is corrected;

This Agreement shall be binding on and enforceable by the estates, administrators, assigns, liquidators, curators or other legal representatives of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's estate, administrators, assigns, liquidators, curators or other legal representatives, as the case may be;

The rule that an ambiguous provision or intention will be interpreted against the Party responsible for the drafting of the Agreement and any similar rules of interpretation shall not apply to this Agreement and the Parties waive any rights they have to rely on such rule;

Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect for the Restricted Period;

If any provision in a Definition or Stipulation is a substantive provision that confers rights or impose obligations on any Party, effect shall be given to it as if it were contained as a substantive stipulation in the remaining body of this Agreement;

"Calendar year" means a period of twelve calendar months commencing on the first day of January of any given year and expiring on the last day of December of the ensuing year. The first such calendar year shall commence on the Effective Date and expire on the last day of December;

"Month" means a calendar month according to the RSA calendar, and "Day" means any day of the week excluding Saturdays, Sundays and public holidays;

"Business hours" means from 09h00 to 16h00 every Day;

If any period is referred to in this Agreement, the period shall be computed with the inclusion of the first and last Day of such period;

In this Agreement, where the context permits:

Any reference to a person shall include its impersonal form and legal entities, as well as their successors in title and assigns, and *vice versa*;

Any reference to the Parties shall mean and include their successors in title or assigns.

In this User Agreement words indicating the singular shall include the plural and vice versa and words indicating the male gender shall include the female gender and vice versa. Words indicating persons shall include natural persons and juristic and legal personae and vice versa;

"N/A" means "not applicable" in which case all provisions dealing with the N/A item is deemed amended in sympathy;

Headings are solely for the purpose of convenience and will not be taken into account in the interpretation of this User Agreement. Words and figures in brackets form an integral part of this User Agreement.

2. Granting of Right of Use

Upon submission of your application for a Sleek Accounting Package and agreeing to the terms and conditions of this User Agreement, we grant you, the Main User, the right to use our Product in 1 business subject to the provisions of this User Agreement.

If you have more than 1 business, or are in control of, or provide accounting or administrative services to more than 1 business, you have to apply and register each business as a separate Main User. You may not use the Product for more than one business.

For purposes hereof a "business" is defined as a separate corporate entity or legal persona.

Your right is limited to you personally, but you may allow a maximum of 5 Sub-Users to use the Product. It is possible to allow more than 5 Sub-Users to use the Product, but you have to apply for their registration. The use of our Product by additional Sub-Users is subject to a reduced User Charge.

All provisions of this User Agreement that deal with obligations of the Main User, extend, *mutatis mutandis*, to include Sub-Users in their capacity as such, and consequently Sub-Users are subject to all obligations hereof that may affect the Main User.

You warrant that your Sub-Users are in your employ or service and that they will abide by the provisions of this User Agreement.

For all intents and purposes hereof the Main User represents his Sub-Users and guarantees in favour of Sleek Accounting due performance by his Sub-Users of all obligations hereof that affect the Main User.

The rights of the Main User in terms of this User Agreement do not create any liability against Sleek Accounting as far as the Sub-Users are concerned.

Sub-Users obtain no rights whatsoever from or in terms of this User Agreement other than the permission of the Main User to use the Product in his business.

The Right of Use is reserved. We may consequently reject your application or terminate your Right of Use at any time when prohibited activities occur or a contravention of the User Agreement is suspected.

You warrant that the information supplied to us in the "Application of a Sleek Accounting Package" is correct and true. You give us the right to verify the information.

3. Duration of Right of Use and Termination

The Right of Use starts on the Activation Date and endures until terminated in terms of this User Agreement.

A Main User may terminate this User Agreement with us by giving us 60 days prior written notice by e-mail. The first such notice may only be given 12 months after the Activation Date.

This User Agreement and your Right of Use may, without detracting from any of the legal remedies available to us, be terminated by us should you fail to comply with the terms and conditions of this User Agreement.

You agree that you will not use the Product or any part of it in breach or contravention of any relevant laws or regulations of your country of residence.

You warrant that you will not use the Product for a purpose or in a manner not intended.

You agree that we may either terminate the User Agreement with you, or deny you the use of your Sleek Accounting Package if you contravene any of the restrictions imposed on the use of the Product.

Upon termination of this User Agreement and your Right of Use, your use of the Product will end, thus your Sleek Accounting Package will cease to function and your Stored Data will be deleted and removed by us from our servers. At the same instant your Login Information will be barred and discontinued. When this happens you will not have any claim of whatsoever nature against us for the loss of your Stored Data or because your Stored Data may have become unusable.

4. Intellectual and other property and propriety rights

The Licensor has licensed us to distribute and exploit the Product in Africa. The owners of applied Third Party Technology have licensed the Licensor to use their add-ons in the Product.

The Licensor owns the copy and design rights, trademarks and trade names, the "Look and Feel" and all other intellectual property and proprietary rights in and to the Product and all constituent parts or of which it is part.

International treaty and all other applicable Laws of the country in which the Product is being used, protect the Licensor's and our rights. This Contract extends to include the protection of the property and rights of our Licensor.

Our Licensor's and our Confidential Information and intellectual property and other proprietary rights are extraordinarily valuable assets.

The fact that we have permitted you to use the Product in terms of this User Agreement does not mean that we have transferred or made over in any manner any of these said property and rights to you.

You warrant that will not, directly or indirectly, infringe upon our and our Licensor's intellectual property rights, nor will you tamper with, modify, reverse engineer, or decompile the software or source and object code of the Product or any of its constituent parts, or of which it is part, should you get access to the same.

You warrant that you will not disclose directly or indirectly to any third party any detail about the software or source and object code of the Product or any of its constituent parts, or of which it is part, should you get hold of the same.

We warrant that we will not commercially exploit your marketable information by making it available to marketing organisations. Should you however fail to pay a due and payable debt to us, then in that event, despite any provision to the contrary, we are permitted by you to make your personal data known to debt collecting, credit bureau's and blacklisting organisations.

The warranties contained above do not apply to any rights or information that are in the public domain through the actions of the owner thereof.

5. User Name and Password - Login Information

The Main User's Login Information is created as follows:

- The Main User's e-mail address serves as its Username;
- The Main User chooses a secret, unique Password for itself to complete the Main User's Login Information.

For security reasons the Main User may not divulge its Login Information to anybody.

The Sub-User's Login Information is created by the Main User as follows as part of the Main User's list of permitted Sub-Users:

- The Main User creates a Sub-Username and a secret, unique Sub-User Password for the Sub-User.

For security reasons the Sub-User may not divulge its Login Information to anybody.

It is a User's sole responsibility to keep record of and to keep Login Information secret in order to prevent any unauthorised and fraudulent use of the Product or access to Stored Data. It is your responsibility to keep its Login Information safe, secret and confidential at all times and to take prudent and appropriate measures to safeguard and protect yourself against the possibility of any third party getting hold of it.

It is a User's sole responsibility to take all possible precautions to prevent unauthorised access to its computers and use of its Product.

You warrant that you will take prudent and appropriate measures to safeguard and protect yourself against access of your Sleek Accounting Package or computer by a third party. You will not authorise or allow any third party to use your Sleek Accounting Package or your computers.

If access of a Main User's computers is obtained or use of the Main User's Product takes place, the presumption that the Main User allowed access and permitted use will stand indubitable until proved by the Main User as invalid.

We do not accept any responsibility for any loss or damage of whatever nature you may suffer as a consequence of your own negligence or irresponsibility.

Should a User forget its Login Information, or wish to change the details, our Webmaster will have the right to interrogate such User prior to assisting. Our Webmaster will under these circumstances access such User's Login Information. If there is any doubt about identity or authenticity, we will be at liberty to refuse assistance, in which case such User will have no claim for damages or loss of whatever nature against us.

If such User did not supply us with sufficient personal detail to enable us to verify authenticity when asking for assistance, we will be at liberty to refuse assistance in which case such User will have no claim of whatever nature against us.

You indemnify us against all claims or losses of whatever nature that may arise due to our efforts to assist you with the lost Login Information or to change the same.

You warrant that you and they will, at the outset and thereafter from time to time, peruse the Site Security directives posted on the Website and to abide by the directives issued.

You agree to always check that it is our URL that is displayed when you logon to our Website.

We do not accept any responsibility for any loss or damage of whatever nature you may suffer because you did not check the URL or have compromised your Sleek Accounting Package through irresponsibility.

You confirm that we have advised you that we will never ask you by telephone, telefax, e-mail or SMS to confirm your Login Information to us.

We do not accept any responsibility for any loss or damage of whatever nature you may suffer by using a computer, Internet service, Internet link or other device with spyware or viruses on it, or which malfunctions. You use these devices and their communications channels at your own risk.

6. Bandwidth Usage, Stored Data and Use

A monthly aggregate of 250 MB of free bandwidth utilisation is included in your monthly User Charge. Should you exceed your monthly free allowance, you will be charged additionally at the end of every month for such excess at the rate shown on the Website under "User Charges". The additional amount will be include in your monthly User Charges and recovered by e-commerce through your usual remittance method.

Your Stored Data will be stored on a secure server. From time to time we may need to update service related settings and software. This will be done without notification, but with minimum interruption of service.

A single Main User is allocated 250 MB Data Storage Space on our Servers. The User Charge includes the cost of this allocation. After the first 250 GB Storage Space, extra storage space is allocated at an additional cost per 250 MB to the Main User. Should you exceed your free Data Storage Space allowance, you will be charged additionally at the end of every month for such excess at the rate shown on our

Website under "User Charges". The additional amount will be include in your monthly User Charges and recovered by e-commerce through your usual remittance method.

We recommend that you compress and encrypt your electronic data. Compression reduces the amount of space required to store electronic data. Encryption promotes the integrity of your Stored Data.

You warrant that you will, without fail, make regular off-line back-ups of your data stored on our servers on CD, stiffer, DVD or removable hard drive, as we do not make back-ups. We do not guarantee the recovery of your lost Stored Data, irrespective of how it was lost.

It's your responsibility to ensure that your Stored Data is correct. We do not validate or verify your Stored Data.

You warrant that you will not store data that may be deemed against the public interest, inciting, of criminal nature or with criminal intent, illegal or pornographic, or that may ultimately be detrimental to the Product or us. You agree that we may impose restrictions on the nature of data that may be stored by you and to vary these restrictions from time to time without notice.

You agree that Taxation Authorities and Law Enforcement Agencies may access your Stored Data upon production of a Warrant or Court Order.

7. Technical support

Other than to direct you in the use of the Product when you apply for the Product, we and our Dealers have no added obligation to furnish you with technical support or advice unless separately agreed to in writing between you and us.

Support of the Product will, in the first instance, be provided online in the "How to", "Help" or FAQ sections of the Website. If that proves unsuccessful, you have to contact and work with the Sleek Dealer that sold the Product to you. Only if you have exhausted these options may you contact the Sleek Super Dealer for your area and if that proves unsatisfactorily you may contact us.

Assisting a User who has lost Stored Data or information is limited to what can be accomplished by telephone, telefax and e-mail. Labour, transport and communication costs when assisting you at your business may be recovered from you by e-commerce through the usual remittance method.

Any complaints regarding the standard and quality of the product should be directed in writing to the Webmaster on the "Contact Us" e-mail address or telefax number.

8. Enhancements and Upgrades

The Product is for the foreseeable future in a continuous development phase and will consequently be improved and upgraded periodically by the addition of Modules, add-ons or patches. This will happen without notification to you. The use and operation of the Product may be interrupted or compromised when improvements and upgrades take place. You will not be given the choice of whether or not to accept these improvements and upgrades.

While we take every precaution to limit and remedy interruptions and errors expeditiously, they do happen and cause disruption of use. The Main User agrees to tolerate interruptions and the effect of errors while we are correcting them.

9. Access to World Wide Web and use of Product

The Main User may experience malfunctions of the Product depending on which Web browser program is used. The use of either of the Firefox or Chrome Web browser programs is required for effortlessness, as

they will eliminate these faults. The Main User agrees to download and use one of the Web browser programs mentioned.

10. Payment of User Charges

User Charges payable by Main Users are shown on the Website.

We announce any revision of the amount of User Charges during January of every year by posting a notice about the revision for 30 days on the Website. Should you be dissatisfied with the amount of newly revised User Charges, you may terminate this User Agreement with us with 60 days written notice by e-mail within 15 days after the announcement.

A Main User pays monthly User Charges at the middle of every month in full and in advance by e-commerce, the amount of which is known to you when you apply to become a Main User. You authorise us to collect the User Charges from your bank, investment or credit/debit card account at a Financial Institution.

To User Charges must be added VAT and any other tax or impost payable by Sleek Accounting to the Government in the area where the Main User resides. Payment of User Charges plus taxes has to be made in a currency acceptable to us. User Charges are quoted in the currency where the Main User resides, unless we refuse payment in that currency.

If the collection of the User Charge is returned "unpaid" by your financial institution, the unpaid amount plus a 10% collection charge, will be added to the next month's User Charge collection from your financial institution. If the double User Charge collection is returned "unpaid" by your financial institution, then in that instance your Sleek Accounting Package will be quarantined for a period of 10 days during which you will be denied access and Use.

Sleek Accounting will notify you during the first and quarantine period of the non-payment. During this period you may remedy the non-payment, but if this does not happen, your Right of Use will be terminated without further notice to you; your Sleek Accounting Package will terminate and your Stored Data will be deleted from our Servers without further notice to you.

Upon rectification of the payment prior to the end of the quarantine period, we will re-activate your Sleek Accounting Package at your cost, which re-activation User Charge will be recovered by collecting it through your usual remittance method.

Sleek Accounting retains the right to recover from you all amounts outstanding on your User Agreement as well as all penalty amounts charged against us by your financial institution, bank or credit card company due to the non-payment of your remittance, as well as the cost of notifying you of the non-payment and collecting your unpaid debt.

For purposes of recovery the debt a certificate signed by our manager (whose appointment need not be proved) will be *prima facie* proof of all matters [including the Main User's indebtedness to us] stated by us.

In South Africa User Charges payable by Main Users are collected by debit order using the facilities provided by First National Bank, South Africa, a registered payment gateway. Main Users may go to www.fnb.co.za to view FNB's security policy. Foreign Users will be advised in due course of a payment gateway available to them.

A Main User may within 15 days from submitting his application for our Product, cancel his application even when payment has already been made to us using the chosen payment gateway.

The private information required for executing applications placed through the e-commerce facility, namely the Main User's personal information and the credit card details, address and telephone numbers will be kept in the strictest confidence by Sleek Accounting. We do not keep credit card details under any circumstances.

11. Applicable Law & Legal Actions

The laws of the Country where our Website is managed govern this User Agreement. Any legal action against us has to be instituted in that Country.

12. Limitation of liability

We provide an online accounting solution. The use of our Product is at the Main User's risk. The Main User indemnifies and holds Sleek Accounting harmless against any loss or damage that may be sustained as a result of using our Product.

Sleek Accounting cannot be held responsible for any security breach occurring on the Main User's electronic devices (P C or other electronic device used to browse the Sleek Website or use the Product), which breach may be the result of lack of adequate virus protection software or spyware that the Main User may have installed inadvertently on a device.

We take every precaution to prevent unauthorised access of your Stored Data by a third party. It is a sad fact of life that criminals sometimes successfully hack into websites. We cannot therefore guarantee that such access will not happen and consequently we do not accept any responsibility or liability for any loss or damages of whatever nature suffered by you due to such unauthorised use or access.

We do not accept any responsibility or liability for any loss or damages of whatever nature suffered by you due to the use or access of your Sleek Accounting Package or your Stored Data by a third party, whether authorised by you or not, and whether by accident, by design, or through your negligence.

We will only be liable to you if our proven negligence causes you any personal loss. Our liability will in that instance be limited to a maximum amount of your past 6 months' payments to us.

In the event that you [or any other person who claims that he has suffered damages or loss due to the unauthorised access of your Sleek Accounting Package or who may be suspected of involvement] institute a claim against us, we will only be held liable if you and such person submit to a polygraph [lie detector] test carried out by our investigators and after due legal process has been favourably exhausted in your favour.

We will not be liable to you for any compensation, reimbursement or damages on account of the loss of or damages to data or other programs, loss of present or future profits, revenue, savings, sales, contracts, customers, goodwill or and damage to your reputation, whether arising from the use of our Product our negligence, even if we have been informed of the possibility of such losses or damages.

You possibly will use the Product to link into other websites and resources Worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by linking to or using such websites and resources.

13. Force majeure

If the use of the Product or payment by the Main User is interrupted, prevented or interfered with by force majeure [war, political disturbance, terrorism, social or civil unrest, events caused by nature, act of God or of government, legislative amendment, industrial disputes, catastrophic systems failure and all other causes beyond the reasonable control of a Party] for a period not exceeding 30 days, the non-performing Party shall be excused from that performance to the extent of that prevention or interference,

but such Party shall use its best endeavours to avoid such force majeure and shall continue to perform in terms of this User Agreement as soon as use or payment becomes possible.

However, should the period of 30 days be exceeded then the other Party may terminate this User Agreement by giving 30 days' prior notice to the non-performing Party.

14 Notices

All legal notices from us to you about the User Agreement, its operation or breach shall be given by e-mail to your e-mail address. You warrant that you will download your e-mail at least every 3 days to apprise yourself of notices that may apply to you. Any defence on the grounds of having been unaware will be invalid.

Notices to us have to be delivered by e-mail to our e-mail address exhibited under the "Contact us" button on the Sleek Website.

Notices will be deemed to have been received by the addressee within 3 days from its transmission.

Notwithstanding anything to the contrary contained in this User Agreement, a written communication actually received by a Party from the other, shall be deemed to be adequate written notice or communication to the addressee.

Notices to all Main Users will be posted for a maximum period of 30 days under "Notices to all Users" on the Sleek Website. You warrant that you will visit the Website at least every 5 days to apprise yourself of notices that may apply to you. Any defence on the grounds of having been unaware will be invalid.

15 Secrecy and Non-Disclosure

It is recorded that during the existence of this User Agreement, you may gain access to our Confidential Information. Likewise, we may gain access to your Confidential Information.

Each Party undertakes in favour of the other to hold the "Confidential Information" of the other as confidential during the duration of this User Agreement and for the restricted period and that it will not publish, disseminate, divest, disclose the same to a third party, or use said Confidential Information for any purpose other than for the objectives recorded in this User Agreement.

You concur that should our Confidential Information be compromised by your actions, we will suffer severe damages and loss of revenue and capital.

16 Continuous Obligations

The obligations under this User Agreement are continuous and remain in force and effect until terminated in terms hereof. Certain provisions hereof however endure until the end of the restricted period.

No variation of the provisions hereof is valid unless reduced to writing and verifiable accepted by both Parties.

No latitude, extension of time or other indulgence which may be given or allowed by either party to any other party in respect of the performance of any obligations hereunder or the enforcement of any right arising from this User Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this User Agreement or prohibit such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

Each clause, sub-clause, term and provision contained in this User Agreement shall be separate, divisible and severable from the other, notwithstanding the way it is used, grouped or structured, so that if any such clause, sub-clause, term and provision becomes unenforceable, inapplicable or impossible to implement, then in such event such offensive clause, sub-clause, term and provision shall become severable from the remainder of this User Agreement and it shall therefore not affect the validity of the remainder of this User Agreement or any other clause, sub-clause, term and provision contained in this User Agreement.

17 Breach

If, after due notice to rectify has been given to a defaulting Party who is in breach, the defaulter fails to comply within ten days after notice has been given, then in such event the innocent Party shall be entitled, but not obliged, without prejudice to any other rights it may have, to either:

In appropriate cases demand and obtain specific performance, or

Cancel this User Agreement (with written notice dispatched to the defaulter) with immediate effect, if the breach goes to the root of this User Agreement, or

Otherwise to cancel the same with 30 days written notice, and/or to

Recover from the defaulter all costs and damages of whatsoever nature it may have suffered because of the breach or the cancellation of this User Agreement.

18 Non-circumvention

You warrant that you will not during the existence of this User Agreement and for the restricted period, by any means or manner, whether directly or indirectly through a third party, for financial or other reward or not:

- Develop a competing or similar Product;
- Plagiarise or copy the Product in any manner for any purpose whatsoever;
- Adapt it for use in another application;
- Make or attempt to make any changes to the content or functioning of the Product;
- Impede or harm the business, Intellectual Property and other Proprietary Rights or Confidential Information of Sleek Accounting concerning the Product;
- Circumvent the implications, tenet and functioning of this User Agreement or the provisions thereof, or induce a third party to do the same.

You concur that non-compliance or a breach of the provisions under this paragraph heading by you will cause Sleek Accounting severe damage and loss of revenue and capital.

19 Exclusion of warranties

Other than those contained in this User Agreement, the Product is available to you "as is" without any warranty, conditions or representations, whether express or implied, or whether arising by statute, common law or otherwise.

We do not warrant that the Product will meet with your requirements or is appropriate for your particular needs or expectations.

We do not warrant that the availability, use or operation of the Product will always be uninterrupted or error free, especially when we add new Modules or fix existing errors. For this reason, the Main User will ensure by some other means that the result achieved by the use of the Product renders an acceptable result prior to relying solely on the Product.

We are not an Internet or Communications Service Provider, so we do not warrant its availability nor uninterrupted, fast or error free access to the Internet and the World Wide Web.

To the extent permitted by Law we disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This disclaimer does not affect your statutory rights.

This User Agreement creates no obligations on the part of Sleek Accounting other than those recorded herein.

20 Complete Contract and Revisions

This User Agreement is the entire contract between you and us about the subject matter thereof. It supersedes any prior arrangements, representations, discussions, undertakings, or communications between the Parties and any promotional information given to the Main User relating to the Product.

We may need to amend the terms and conditions of this User Agreement on occasion and if we do, a notice to this effect will appear on the Home Page of the Website. You have to read and carefully consider the revised User Agreement and proceed to use the Sleek Accounting Package and the Sleek Website only after you agree that the most recent version of the terms and conditions represent the User Agreement between you and us. The moment you, the Main User or any of your Sub-Users, proceed to use the Sleek Accounting Package and the Sleek Website after amendment of the said terms and conditions it serves as *prima facie* proof and notice to us at our business address that you have agreed to and accepted the terms and conditions of most recent version of the User Agreement and that it represents the contract between you and us about your future use of our Product.