



# END USER LICENCE AGREEMENT (EULA)



## WEBILL END-USER LICENCE AGREEMENT

Last Updated: 19 OCTOBER 2022

PLEASE READ THE TERMS AND CONDITIONS OF THIS END-USER LICENCE AGREEMENT CAREFULLY. BY ACCESSING OR USING THE WEBILL APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT USE THE WEBILL APPLICATION.

WeBill is the owner of various mobile and web-based applications (each application herein after 'the Application' and all the applications hereinafter 'the Applications' - the Application and Applications collectively hereinafter 'the Application/s') is owned by WeBill Proprietary Limited ("WeBill"). The terms and conditions of this end-user licence agreement ("EULA") apply to your use of the WeBill Application and do not alter in any way the terms or conditions of any other agreement you may have with WeBill, its agents, licensees, subsidiaries or affiliates (collectively, "us", "we", "our"), except that, where the terms of any such agreement conflict with the terms of this EULA, these terms shall prevail to the extent of such conflict. By using the WeBill Application, you represent and warrant that you are over the age of 18 and are lawfully able to accept this EULA. If you are using the WeBill Application on behalf of any entity, you further represent and warrant that you are authorised to accept this EULA on such entity's behalf, and that such entity agrees to indemnify us for violations of this EULA.

### 1. Grant of Licence

- 1.1 Subject to clause 2 below, WeBill hereby grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable licence to use the WeBill Application on the terms and conditions set forth in this EULA.
- 1.2 You (the "End User") –
  - 1.2.1 accept the licence granted to you in terms of clause 1.1;
  - 1.2.2 are authorised to use the WeBill Application only for your own business or personal purposes; and
  - 1.2.3 acknowledge that you obtain no rights of ownership of the WeBill Application whatsoever.

## 2. Restrictions on Licence

2.1 You shall not –

- 2.1.1 except to the extent as may be permitted by law, modify, translate or create derivative works based on the WeBill Application, nor reverse assemble, decompile or reverse engineer the WeBill Application, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the WeBill Application or any files contained in or generated by the WeBill Application, nor shall you permit, whether directly or indirectly, any third party to do so;
- 2.1.2 merge or combine the whole or any part of the WeBill Application or any part thereof with any other software or documentation without the prior written consent of WeBill;
- 2.1.3 unless explicitly agreed to in writing by WeBill, grant any third party direct access to the WeBill Application;
- 2.1.4 unless explicitly agreed to in writing by WeBill, use the WeBill Application to provide an application or bureau service to any third party;
- 2.1.5 lend or transfer the WeBill Application or any part thereof to any third party;
- 2.1.6 unless explicitly agreed to in writing by WeBill, sub-license or otherwise transfer the use of the WeBill Application, whether in whole or in part, to any third party; or
- 2.1.7 unless explicitly agreed to in writing by WeBill, remove, delete or obscure any copyright, trademark or other marks or proprietary notices associated with or generated by the WeBill Application.

## 3. Use of WeBill Application

You represent and warrant that, in respect of your access to and use of the WeBill Application and all matters relating thereto, you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, electronic communications, privacy, and the transmission of data exported from the Republic of South Africa.

## 4. Intellectual Property Rights

- 4.1 You acknowledge that the WeBill Application is owned by, and all intellectual property rights therein vest in, WeBill or its respective licensors or third-party content providers and that any unauthorised use thereof is expressly prohibited.
- 4.2 All elements of the WeBill Application are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.
- 4.3 Our logos and any other product or service name or slogan contained in the WeBill Application are our registered or unregistered trademarks and those of our suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of WeBill or the

applicable trademark holder. In addition, the look and feel of the WeBill Application is the service mark, trademark and/or trade dress of WeBill and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the WeBill Application are the property of their respective owners.

- 4.4 We reserve the right at any time to change or discontinue without notice, any aspect or feature of the WeBill Application.

## 5. Privacy and protection of personal information

- 5.1. You and WeBill are each responsible for complying with your respective obligations under applicable privacy and protection of personal information laws governing your data.
- 5.2. WeBill shall at all times comply with the terms and conditions of WeBill's [Privacy Policy](#) (as amended from time to time), in respect of the collection, use and disclosure of your personal information, the terms and conditions of which are incorporated herein by this reference.
- 5.3. Notwithstanding the foregoing, you remain solely responsible (i) for determining the purposes and means of WeBill's processing of your data (including that processing will not place you or WeBill in breach of any applicable privacy and protection of personal information laws) and (ii) for ensuring that all information protection principles which establish minimum requirements for the processing of personal information under applicable privacy and protection of personal information laws and all the measures that give effect to such principles are complied with.

## 6. WeBill Warranties

- 6.1 WeBill warrants in relation to the WeBill Application that –
- 6.1.1 it is entitled to and has the rights necessary to grant the licence contemplated in this EULA; and
- 6.1.2 the WeBill Application will substantially comply with its published functional specifications when used in accordance with the terms of this EULA and with any installation and operating instructions, user and support manuals and technical literature pertaining to the WeBill Application as supplied by WeBill. Where features and functionalities are not documented at all or are partially documented, the End User assumes full responsibility for the incorrect use of said functionality.
- 6.2 Save for the above warranties, WeBill, is provided “as is” and we and our directors, members, employees, content providers, agents and affiliates exclude, to the fullest extent permitted by applicable law, any warranty, express or implied, including, without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose. We will not be liable for any damages of any kind arising from the use of the WeBill Application or the

unavailability of the same, including, but not limited to, lost profits and direct, indirect, incidental, punitive, special and consequential damages. The functions embodied on or in the WeBill Application are not warranted to be uninterrupted or without error. You, not us, assume the entire cost of all necessary servicing, repair or correction due to your use of the WeBill Application. We make no warranty that the WeBill Application is free from infection by viruses or anything else that has contaminating or destructive properties.

## 7. Disclaimer

- 7.1 The App Content and the User Content are provided "as is" and we and our directors, members, employees, content providers, agents and affiliates exclude, to the fullest extent permitted by applicable law, any warranty, express or implied, including, without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose. We will not be liable for any damages of any kind arising from the use of the App Content or the User Content, or the unavailability of the same, including, but not limited to, business interruption, loss of business information, loss of data, loss of profits and any direct, indirect, incidental, punitive, special or consequential damages.
- 7.2 We use reasonable efforts to ensure the accuracy, correctness and reliability of the App Content, but we make no representations or warranties as to the App Content's accuracy, adequacy, correctness, quality or reliability. You bear all risks from any use or results of using any information, the App Content or the Services and are solely responsible for validating the integrity of any information received from the WeBill Application, the App Content and the Services.
- 7.3 We have no direct control over User Content, make no representations or warranties whatsoever in respect thereof and expressly disclaim any liability in connection therewith.
- 7.4 For the purposes hereof:
- 7.4.1 "App Content" shall refer to all of the content featured or displayed on the WeBill Application, including, but not limited to information in any form, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof; and
- 7.4.2 "User Content" shall, to the extent applicable, mean any message, comment, data, document, file, information, text, music, sound, photos, graphics, code or other material that an End User posts, uploads, downloads, transmits, distributes, stores, creates or otherwise publishes through or on the WeBill Application.

## 8. Limitation of Liability

- 8.1 To the fullest extent permitted by applicable law, WeBill shall not be liable for any delay, failure, breakdown, damage, loss, costs, claim, penalty, fine or expense arising from –

- 8.1.1 your use of the WeBill Application otherwise than in accordance with the terms of this EULA;
  - 8.1.2 your effecting any changes, modifications or upgrades to the WeBill Application without WeBill's prior written consent;
  - 8.1.3 software not working correctly due to data, provided by you, being inaccurate or corrupt;
  - 8.1.4 operator error on the part of you or your personnel, or any fault in any hardware or third-party software supplied by WeBill or software supplied to or obtained by Customer from any entity other than WeBill;
  - 8.1.5 the intentional or negligent act or omission of any person who is not a member of WeBill's personnel;
  - 8.1.6 your negligence;
  - 8.1.7 the actions or omissions of any telecommunications authority or a supplier of telecommunications services;
  - 8.1.8 the actions or omissions of any upstream data providers or suppliers of network services; or
  - 8.1.9 any other cause beyond our reasonable control, including the failure or fluctuation of electrical supplies, accidents or natural disasters.
- 8.2 In no event shall our aggregate liability, whether in contract, warranty, delict (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the WeBill Application exceed any compensation you pay, if any, for access to or use of the WeBill Application.

## 9. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold us harmless, as well as our subsidiaries, affiliates, licensors, employees, agents, sponsors, third-party information providers and independent contractors, against any and all claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your conduct, your breach or alleged breach of this EULA, your unauthorised use of the WeBill Application, or your violation of any rights of another.

## 10. Accuracy of Information

The information provided on the WeBill Application is believed by it to be generally accurate and correct. However, in no event shall WeBill, its directors, officers, agents or employees be liable for errors, omissions or inaccuracies of any kind in the information and you will be responsible for verifying the accuracy and correctness of the Information. While WeBill will take every precaution to avoid the uploading of corrupt or faulty data, WeBill is not responsible for any inaccuracy of data, reports or displays or malfunction resulting for the End User uploading corrupt data to his account. No warranty of any kind is given regarding the information, the same being provided as is, where is and with all faults

and any guarantees or warranties, express or implied, are excluded.

### **11. Effect of Termination**

On termination, cancellation or expiry of this EULA for any reason, the licence granted to you hereunder shall automatically and immediately terminate. [Provided that the End User has settled all outstanding amount owed to WeBill, on termination the End User's data will be available for the End User to download from WeBill for a period of 30 days from date of termination; in the event the End User requires the data after a period of 30 days, WeBill will make that data available to the End User for a fee determined by the volume of the data and the period from date of termination. In any event, End User data for terminated Clients will be available for a period of 5 years at least although the End User can request that the data be deleted and WeBill will delete the data unless there are legal constraints].

### **12. Dispute Resolution and Governing Law**

12.1 This EULA will be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa.

12.2 Any dispute relating in any way to your use of the WeBill Application shall be submitted to confidential arbitration to be held in Johannesburg under the rules of the Arbitration Foundation of Southern Africa (or its successor in title), to which arbitration you hereby consent; except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek interdictory, injunctive or other appropriate relief in any applicable court in the Republic of South the Africa, and you consent to exclusive jurisdiction and venue of such courts. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this EULA shall be joined to an arbitration involving any other party subject to this EULA, whether through class arbitration proceedings or otherwise.

### **13. Miscellaneous Provisions**

13.1 This EULA (as varied from time to time in accordance with clause 13 below) constitutes the sole record of the agreement between you and us in relation to your use of the WeBill Application. Neither you nor us shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated, this EULA supersedes and replaces all prior commitments, undertakings or representations, whether written or oral, between you and us in respect of your use of the WeBill Application. Notwithstanding the foregoing, you may be granted access to the WeBill Application by virtue of a separate written agreement with WeBill or its permitted licensees. If this applies to you, this EULA must be read in conjunction with such agreement.

13.2 Failure or neglect by us to enforce at any time any of the provisions of this EULA shall not be construed as a waiver of its rights. Any waiver of any provision of this EULA will be effective only if in writing and signed by us.

13.3 If any clause in this EULA is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect unless the contrary is explicitly state in the other agreement in writing and is signed in-line on the Agreement by WeBill.

13.4 Any rights not expressly granted herein are reserved.

#### **14. Changes to EULA**

WeBill reserves the right to change any of the terms and conditions contained in this EULA at any time and in its sole discretion. When WeBill makes changes, we will revise the "Last Updated" date at the top of this EULA. A copy of the latest EULA will always be available on the official [WeBill Web Site.](#)

SAMPLE