



TERMS & CONDITIONS

The website is owned and run by Autopilot Workflow Solutions (Pty) Ltd, registration number 2014/158504/07, a company incorporated in the Republic of South Africa (herein after referred to as "Autopilot").

The Services offered on the website is effectively a product that empowers the Client to automate common business procedures and recurring tasks and includes a set of templates that can be configured by Clients ("the Services").

These terms and conditions between Autopilot and the Client govern the provision of this Service by Autopilot to the Client and by accepting the terms and conditions when registering as a Client on the website, the Client agree to be bound by the terms and conditions. The terms and conditions is a legally binding document.

Autopilot may modify the terms and conditions periodically and the Client will be notified of such modifications to the email address associated with the Client's registered account.

Client Account

You agree and guarantee that the Client name and password you use to log in is for your personal use only, and will not be passed on to any third party. You allow Autopilot to take all steps reasonably possible to ensure the integrity and security of the website. You will immediately notify Autopilot in writing of any unauthorised use of your account, or other account related security breach of which you are aware. You will not create an account for an entity unless you are expressly authorised to do so on behalf of that entity.

Clients are responsible for ensuring that all information provided to Autopilot is accurate and current at all times. Autopilot will be entitled to call upon the Client to provide documentary evidence, and/or all other information which we reasonably require to verify the information provided when creating an account.

Definitions

In these terms and conditions, unless inconsistent with or otherwise indicated by the context –

"the/this Agreement" means the agreement as set out in these terms and conditions;

"the Business" means the Business of automating document-driven processes;

"Business Hours" mean Monday to Friday from 08h00 to 17h00 (UTC+02:00), excluding South African Public Holidays;

"Client End User" means any employee, contractor or other person permitted by the Client to log into and use the Services.

"Confidential Information" includes but is not limited to Autopilot's confidential Information in general which relate to the Business of Autopilot, including (but not limited to) suppliers contact information, intellectual property, financial methods, policies, marketing methods, processes, systems, business methods, business connections, internal control systems and other matters which relate to the Business of Autopilot;

"Hosting Site" means the website <https://use.autopilot.co.za>;

"Workflow" means the series of activities that are necessary to complete a task.

Services

The Client herewith appoints Autopilot to provide the Services, which appointment Autopilot hereby accepts. The Parties expressly agree that notwithstanding any other clause in this agreement, the Services shall be for the benefit of the Client and the Client End Users only.

The Client and the Client End Users shall be entitled to use the Services on the provisions contained in these terms and conditions.

The provision of services by Autopilot shall include the following: 1) email support from the support email address listed on the Hosting Site, which support will be provided during Business Hours; 2) New releases of the Software with system improvement; and 3) A set of predefined templates.

Autopilot could provide the Client with consultations, training and other services as may be agreed upon in writing by the parties from time to time, which services would be invoiced in addition to the monthly subscription and usage fees.

Payment of subscription and usage fees

In consideration for the Services rendered, the Client shall pay Autopilot a usage fee at the end of the month, depending on the numbers of tasks completed per user, as detailed on the website.

Payment of these fees is to be made by way of a credit card payment. Credit card transactions in respect of licence and usage fees will be processed for Autopilot via Peach Payment Services (Pty) Ltd who are the approved payment gateway for Nedbank Ltd. Peach Payments transaction platform is PCI DSS 3.0 Level 1 certified and offers the highest level of security and compliance. No card data is stored by Autopilot in their systems and all data stored is subjected to strict PCI guidelines.

Autopilot has the right to deny access to the Services should the Client fail to pay the agreed fee within 15 (fifteen) days of it becoming due, in which event the Client will be unable to access the Services until such time as the outstanding fees are paid.

The Client shall pay Autopilot for such further consultations, training and other services as were agreed upon between the parties at the prevailing rates of the services.

Prices of all Services are subject to change upon 30 days' notice from Autopilot. Such notice may be provided at any time. In addition, special pricing may apply for Clients with an exceptionally high number of Client End Users or an unusually high monthly usage of the Services. Autopilot does not provide refunds or credits.

Data Storage

Autopilot will store all live Client data and will maintain regular daily backups at an offsite storage facility in North Europe with Geo-redundant backup in West Europe, while the Client remains an active Client. In the unlikely event of a major catastrophe, the application could lose a maximum amount of data changes of 30 minutes.

If the Agreement is terminated, a backup of the Client data will be made available to the Client on request and against payment of a minimal fee, on the condition that all outstanding fees has been settled in terms of this Agreement.

Autopilot is not responsible or liable for the deletion or failure to store data or the loss thereof due to technical failure beyond the control of Autopilot. Autopilot reserves the right to archive completed Workflows after a- period of 1 (one) year. Autopilot shall ensure that any Client Data stored in off-site

archives is securely stored and not accessible by third parties including, where applicable, the use of strong encryption and physical restrictions to prevent unauthorised access.

Due to the fact that Autopilot is committed to ensuring that the privacy of their clients is protected, Autopilot makes use of Microsoft Azure cloud services when storing the Client data. Autopilot shall reasonably endeavour to ensure that no Client Data is accessed in an unauthorised manner for the duration of the Agreement. Autopilot shall promptly inform the Client if any Client Data has been accessed in an unauthorised manner or if Autopilot suspects that such access has occurred.

The Client data remains the property of the Client and we will not use nor make available for use any of this information without the Client permission. Autopilot may, however, view the Client data only as necessary (i) to maintain, provide and improve the Services; (ii) to resolve a support request from you; or (iii) to comply with a valid legal subpoena or request. We may also analyse the Client data in aggregate and on an anonymised basis, in order to better understand the manner in which our Services are being used.

Warranties and Limitations of Liability

Autopilot warrants to the Client (i) that it has the legal right and authority to enter into and perform its obligations under this Agreement, (ii) that it will perform its obligations under the Agreement in a professional and workmanlike manner with reasonable care and skill and in accordance with highest industry standards, (iii) that it will comply with all applicable laws and regulations in connection with the provision of the Services; and (iv) that the Services will perform in substantial compliance with its specifications.

Autopilot will not be responsible for any direct or incidental, indirect, special or consequential damages or loss of any nature whatsoever. The liability of Autopilot for all damages suffered by the Client as a direct result of faulty Services shall be limited to R1,000 in terms of this Agreement.

Furthermore, Autopilot does not guarantee that all files made available for download through the Service or delivered via email will be free of infection or viruses, worms, Trojan horses or any other code that manifest contaminating or destructive properties. Clients are solely responsible for ensuring that sufficient measures are in place to offer relevant protection or to satisfy the accuracy of data input and output.

Autopilot does not warrant that the Service will meet your requirements and, for this purpose, it is specifically recorded that the Service is provided "as is" and it is the Client's responsibility to satisfy itself

that it meets the Client requirements and is compatible with the Client hardware and software prior to making use thereof.

Autopilot does not warrant that the Service results of use will be correct, accurate or reliable or that any defects in the Service can or will be corrected. Autopilot can furthermore not be held responsible for the accuracy of data sourced through the Client systems.

Use of the website

Clients are prohibited to attempt any violations to the security of Autopilot including, but not limited to an attempt to interfere with the host or network by submitting a virus to the website, overloading or spamming, forging of TCP/IP packet header or any part of the header information in any email or newsgroup posting or by accessing information not intended for such Client or logging into a server or account which the Client is not authorised to access.

Confidentiality

The Client will not, during the currency of this Agreement and after the termination thereof, for its own benefit or for the benefit of any other person, use or derive any profit from:- 1) any informational knowledge in relation to the Services, acquired by reason of its engagement in terms of this Agreement; and 2) any Confidential Information of Autopilot.

All information, presentations and ideas (electronic- or paper-based) devised by Autopilot and used by the Client shall be secret and confidential to the Client and its selected employees and shall remain at all times exclusive property of Autopilot. If such information, presentations and ideas are furnished to the Client, they shall remain in its possession and under its control until required to deliver same back to Autopilot which the Client will be obliged to do on demand or on termination of this Agreement, whichever is the sooner.

The Client furthermore undertakes to take all reasonable precautions against and use its best endeavours to prevent any of that information mentioned above being learned by unauthorised persons.

Similarly, Autopilot and its employees will keep confidential all Client data and take all reasonable precautions to prevent the Client data being accessed by unauthorised persons.

Intellectual Property

All Intellectual Property Rights in the Services, processes, manuals, and other documentation (including the predefined templates and all modifications and/or improvements thereto) connected with the Services and/or to Autopilot shall remain at all times the property of Autopilot. Unless specifically authorised in this Agreement or in writing by Autopilot and then only to the extent so authorised, the Client shall have no right to use Autopilot's Intellectual Property in any manner whatsoever.

Arbitration

In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the Parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of sixty (60) days, the said dispute or difference may be submitted to arbitration on an informal basis in accordance with the provisions of the Arbitration Foundation of Southern Africa, which arbitration proceedings shall be held in Durban or such other place as the Parties may agree.

Notices

The Client agrees that Autopilot may provide notice to the Client by sending it to the email address associated with the Client's registered account. All notices to Autopilot must be sent to the following email address: legal@autopilot.co.za

General

Should any of the terms and conditions be breached by a Client, Autopilot, at its sole discretion reserves the right to suspend, alter or terminate Client registration and access to the website and the Services.

Should any part of these terms and conditions be held by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remainder of the terms and conditions shall not be affected. Clients' use of this website is solely at Clients' own risk and subject to all applicable laws governed by South Africa. Should Clients outside of this jurisdiction access the website, they do so at their own risk and are responsible for compliance with applicable local laws and regulations.

These terms and conditions constitute the whole agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. Any indulgence of whatsoever nature granted by Autopilot shall not be construed as a waiver or variation of any of our rights or remedies.

Autopilot reserves the right to reference the Client in marketing materials, on websites, in discussions, case studies and white papers and this right will continue even after termination of this Agreement.

Autopilot appreciates hearing from our Clients and welcomes any comments regarding our services and the Autopilot website. If you have questions or concerns regarding the terms and conditions please contact our customer support by email on support@autopilot.co.za

These terms and conditions were last updated on 24 February 2016