

TERMS AND CONDITIONS OF USE OF SOFTWARE

1. DESCRIPTION

HR for I.T. ("the software") is a logging and auditing platform for personal computer users. The software consists of multiple components, all of which together constitute the software.

2. PURPOSE

The purpose of these terms and conditions is to set out the rights and responsibilities of those who use the software ("users").

3. PRIVATE/SINGLE USE

- 3.1. Only users who have paid for the right to use the software are permitted to make use of the software.
- 3.2. Any use of this software without permission and/or without having paid the relevant licensing fees is prohibited.
- 3.3. Users who have paid for the right to use the software are not permitted to share the software with any other individual or entity.
- 3.4. Each license which is purchased in respect of this software is usable only by the listed licensee.

4. INTELLECTUAL PROPERTY

- 4.1. The software and any and all intellectual property, of whatever nature, which forms part of the software remains the property of the party who owns the software ("the proprietor").
- 4.2. The proprietor only provides the lawful user with the right to make use of the software.
- 4.3. Users obtain no rights and/or title in and to any of the intellectual property associated with the software.
- 4.4. Users may not alter or otherwise change the software in any manner whatsoever without first obtaining the permission of the proprietor.
- 4.5. Any alterations and/or changes made to the software, whether with or without permission of the proprietor, shall belong exclusively to the proprietor.

5. RESPONSIBLE USE

- 5.1. The user acknowledges that the software may be and is intended to be used in order to monitor the activity on personal computers.
- 5.2. It is the user's responsibility to ensure that they are the owner of the personal computers onto which the software is installed and with which it is used.
- 5.3. It is the user's responsibility to ensure that it has all rights and permissions necessary to install the software on the intended equipment.
- 5.4. It is the user's responsibility to ensure that it has all rights and permissions necessary to make use of the software on the intended equipment.
- 5.5. The software allows for several different forms of "tracking" of activity on a personal computer, including, but in no way limited to:
 - 5.5.1. titles of windows of active applications on the personal computer;
 - 5.5.2. URL's of websites being visited by the operator of the personal computer;
 - 5.5.3. screenshots of activity taking place on the personal computer; and
 - 5.5.4. hours worked and/or other methods of time keeping.
- 5.6. It is the user's responsibility to ensure that any and all necessary consents have been obtained before monitoring the activity of any operator of any personal computer.
- 5.7. It is the user's responsibility to ensure that it does not endanger the private and/or confidential and/or otherwise sensitive information of any person including operators of the personal computer being monitored/tracked.
- 5.8. It is the user's responsibility to ensure that its intended use of the software is in compliance with any applicable laws, regulations, proclamations, ordinances or other legally binding provisions.
- 5.9. It is the user's responsibility to ensure that it uses the software in a manner which is compliant with any applicable laws, regulations, proclamations, ordinances or other legally binding provisions.
- 5.10. It is the user's responsibility to ensure that any and all information, of whatever nature, which it gains access to through the use of the software is treated in accordance with any applicable laws, regulations, proclamations, ordinances or other legal binding provisions.

- 5.11. The user indemnifies and shall hold harmless the proprietor for any claims, whether for damages, losses or any other legal matter, which arise due to the user's use of the software.

6. DATA RETENTION

- 6.1. The proprietor shall only retain data uploaded onto its servers for a period of 60 days from the date of upload.
- 6.2. Should the user wish to have data stored for a longer period, this service will come at a cost and the data will be stored in an archive service on a separately hosted server.
- 6.3. As an alternative to having data stored on a separately hosted server, data that the user wishes to retain for longer than the 60-day period mentioned in clause 6.2 may be forwarded to the user's own server environment with preconditions of SQL Server 2016-2019.
- 6.4. The Software will only display 60 days of data per user.

7. CHANGES TO THESE TERMS

- 6.1 The proprietor reserves the right to amend, alter or otherwise change any provision of these terms and conditions of use.
- 6.2 Updated terms and conditions of use can be obtained directly from the proprietor upon request.
- 6.3 It shall, at all times, be the user's responsibility to ensure that it is acquainted with the most recent set of terms and conditions of use of the software.

8. PERSONAL INFORMATION

- 8.1. The proprietor only has a relationship with users of the software.
- 8.2. The proprietor has no relationship with the parties who make use of the computer equipment on which the software may be installed ("Data Subjects").
- 8.3. The software monitors the activity and usage of computer equipment, and such activity could, potentially, result in the disclosure of personal information of the Data Subjects.
- 8.4. As a user, you warrant that you have the authority to install the software onto the computer equipment concerned.

- 8.5. As a user, you warrant that you have the necessary permission and/or consent from any Data Subject who may use the computer equipment while the software is operative thereon.
- 8.6. As a user, you warrant that you have the necessary permission and/or consent to collect information from Data Subjects using the computer equipment on which the software is operative and that such Data Subjects have been made aware of their rights in terms of the Protection of Personal Information Act 4 of 2013.
- 8.7. As a user, you also warrant that you have explained to the Data Subject/s that they are able to select certain programmes and activities which shall be labelled as “personal” and that the software will, in such instances, mark the time as “personal” and shall cease taking screenshots of the activities on the computer equipment to prevent any personal information from being shared. This is a functionality to prevent any exposure of personal information during usage of the computer equipment concerned.
- 8.8. As a user, you indemnify the proprietor from any and all claims in respect of infringements of the Protection of Personal Information Act and the proprietor shall be held harmless for any instances where the user has not, in fact, obtained the consent necessary to make use of the software to monitor computer equipment usage.
- 8.9. As a user, you warrant that you will use the software responsibly, without infringing any laws of the country in which you use the software and that you will not infringe the rights of individuals by making use of the software to monitor the activity on the computer equipment concerned.
- 8.10. As a user, you warrant that you have obtained the necessary consent and/or permission for us, as the proprietor, to monitor the activity on the computer equipment running the software and indemnify us against any and all claims arising from such monitoring and processing of the information concerned.
- 8.11. As the proprietor, we have security safeguards in place to prevent the integrity of information obtained by the software from being compromised, however, we cannot guarantee that those security safeguards will always be effective or that they cannot be circumvented.
- 8.12. As a user, you warrant that Data Subjects using the computer equipment on which you intend to install the software are aware of this and have been made aware of these terms and conditions.
- 8.13. It is the duty of users to ensure that they use the software in accordance with fair employment practices and in accordance with any and all applicable laws as the software was not designed to be used to infringe the rights of any person.

9. APPLICABLE LAW

These terms and conditions shall be interpreted in accordance with the laws of the Republic of South Africa.

10. SEVERABILITY

If any term contained in these terms and conditions is found not to be enforceable, the remainder of these terms and conditions shall continue to operate with any necessary changes and the unenforceability of one term shall not affect the other terms.