

D-BIT SYSTEMS (Pty) Ltd

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Terms and Conditions Of Business

1. BACKGROUND

Software development is one of the fastest evolving sectors in business today. Each day sees new releases of both hardware and software; and from this progress a conundrum:

What assurance can honestly be given today for software compatibility with an operating system or some third party software that has yet to be released; conversely, if compatibility with the latest and greatest operating system and software is assured, then what assurance is there that an obsolete operating system will continue to host the latest software.

To protect our client's investment, the following terms and conditions of business are imposed.

2. UPGRADES / WEB UPDATES

D-BIT releases updates and upgrades following the 'continuous incremental development model'. As each incremental change is made, the program is re-compiled to a new 'build number' and the resultant executables are made available to all clients on our web site. This methodology allows us to keep pace with the ever changing software environment.

All D-BIT clients are required to perform a web update on a regular basis. Program prompts are installed to remind you if a long period of time has elapsed since your last update.

Support will therefore only be offered on the latest product build published on our web site. Before registering a support incident, perform a web update as it is probable that your issue may already have been addressed.

3. BUSINESS HOURS

Office hours (GMT+2) are Monday to Friday 08h00 – 17h00.

After hours support, training and consulting may be provided at our discretion and on the following terms:

- No D-BIT employee shall be required to work overtime resulting in more than twelve (12) total hours for an eight (8) hour shift in a twenty-four (24) hour period.
- Billing rates will be 1.5 times the normal hourly rate Monday to Saturday. Sunday and public holidays will be billed at 2.0 times the normal hourly rate.
- Special skills and authorizations including out of pocket expenses such as child care, transportation etc. incurred in rendering after hours services will be for the clients account.

Immaterial of the reasons for after hour's services, we are bound by the relevant Basic Conditions Of Employment Acts in the countries in which we operate, in the amount of assistance we can offer.

4. RELATED SOFTWARE

Operating Systems

We support whatever operating systems Microsoft supports at any given point in time.

If you have an issue relating to D-BIT's applications hosted on a non-current operating system (as defined by Microsoft); D-BIT will resolve the issue using the current operating system. The onus will then be on the client to upgrade/update their operating systems to a supported version.

This is not to say that older versions of operating systems (eg Win'95 and Win'98) will not work, but rather to state that there are too many different vintages for us to be able to support and/or test them all.

Database Software

We support the current and previous versions of Pervasive SQL database.

If you have an issue relating to D-BIT's applications hosted on a non-supported version of Pervasive SQL; D-BIT will resolve the issue using the current version of Pervasive SQL. The onus will then be on the client to upgrade/update their database software to a supported version.

This is not to say that older versions of Pervasive software (eg P-SQL 2000i and Btrieve 6.15) will not work, but rather to state that there are too many different vintages for us to be able to support and/or test them all.

Embedded 3rd party software and components

Certain 3rd party software and components are incorporated into D-BIT applications under various licenses. We make no warrantee that other versions of the same or similar software will be transparent to our applications.

Examples of such 3rd party software are Crystal Reports, Virtual Print Engine and FarPoint.

5. SUPPORT

We can only offer product support to persons who have completed a D-BIT authorized training course applicable to the product.

A valid serial number is required for each support incident before support will be offered.

Help Desk

The primary communication for any and all support incidents is our help desk. All programs have a direct 'hot-link' to the help desk. You can create new help incidents and view the status of previous incidents.

Remote Assistance

The traditional method of computer support for a help desk—a telephone conversation in which the user tries to describe the problem and the technician tries to explain the solution—is often a difficult process for both the technician and the user.

Remote Assistance is a technology which allows a technician to view and/or control a user's desktop remotely, making it easier to diagnose a problem implement the solution.

After June 2005, Remote Assistance facilities will be mandatory for payroll support.

Personal eMail

D-BIT take no responsibility for timeous responses to clients sending product related matters directly to a D-BIT employee's personal eMail addresses. Individual employees are entitled to be absent, take leave or be out of the office at any time; and may therefore only access their private eMail at irregular times; *"just because you sent it does not mean we got it"*.

If you elect to by-pass the help desk system and send the same issue to 2 or more personal eMail addresses, it is possible that several D-BIT staff will work simultaneously on the same issue; as we have no way of knowing that you have sent several eMails, you may be charged several times for the work carried out on your behalf..

6. INTERNET AND WEB SITE

Browser Support

We have chosen to deploy (and test) our web applications (and our own web site) using Internet Explorer 6.0 (and higher) using screen resolutions of 600X800 and/or 1024X678. This is not to say that other browsers will not work, but rather to state that there are too many different web browsers of various vintages for us to be able to support and/or test them all

Privacy

D-BIT respects the privacy of every individual who visits our websites or responds to our interactive communications.

Personally-Identifiable Information

D-BIT will not collect any personally identifiable information about you (that is, your name, address, telephone number, or email address) unless you provide it to us voluntarily. If you have already submitted this information and would like to change it in our database, you may go into your account and change the settings anytime you wish. Your information is treated as personal and confidential. D-BIT will not sell or lend this information to any third party. D-BIT may use your information, unless otherwise stated, as follows: a) to conduct customer needs analysis; b) to monitor quality control of product and services; and, c) to notify you of special offers or events.

Non-Personally-Identifiable Information Collected Automatically

In some cases, we may collect information about you that is not personally identifiable. Examples include: the type of Internet Browser you are using; the type of computer operating system you are using; and, the domain name of the website from which you linked to our site or communication.

Information We May Place Automatically On Your Computer's Hard Drive

When you view one of our websites, we may store some information on your computer. This information will be in the form of a "Cookie" and will help us in many ways. For example, Cookies allow us to tailor a website to better match your interests and preferences. With most Internet Browsers, you can erase Cookies from your computer hard drive, block all Cookies, or receive a warning before a Cookie is stored. Please refer to your Browser instructions or help screen to learn more about these functions.

7. NO NONSENSE LICENSE

We're not lawyers and neither are most of you, so to summarize our license agreement:

By installing D-BIT software, you agree to the following.

You have not purchased any rights to D-BIT's software, but rather a license to use the software on one and only one computer. Additional installations require the purchase of additional copies of the program and/or data files.

You may not give away, sell or otherwise transfer copies of this program or its associated data files to any other party for any reason. When you upgrade the program or the data files, your license to use the older versions terminates. You cannot legally give old copies of the program away.

We acknowledge your right to keep a backup copy of D-BIT's software for archival purposes only.

D-BIT will not be liable for any loss of time, money, data files, etc. that might be caused by using our software. This is not to say that we expect this to happen; just that you're responsible for backing up your important files and operating your computer with care. Our obligation to you under any and all circumstances is limited to replacing products you've purchased from us that become damaged or lost because of something we did, or refunding your purchase price at our discretion.