

# **LawBox End User License Agreement**

Entered into between

**The Practitioner, as defined below,**

and

**Legal Software Development (Pty) Ltd (Hereinafter referred to as "Legal Soft")**

## **1. Definitions**

- 1.1 "Business Day" means any day other than a Saturday, Sunday or public holiday.
- 1.2 "Web Browser" means third party browser Software, including, but not limited to, Internet Explorer, Firefox, Google Chrome, and Apple Safari.
- 1.3 "EULA" or "Agreement" means this End User License Agreement.
- 1.4 "Practitioner" means the person (natural or juristic) whose details appear as those of the registering user during the registration process.
- 1.5 "License Fees" means fees paid by the Practitioner to Legal Soft for the right of usage of the LawBox Software. License Fees shall include, but not be limited to, registration fees and monthly subscription fees.
- 1.6 "Modules" means the various modules which form part of the Software.
- 1.7 "Remote Assistance" means assistance rendered by Legal Soft to the Practitioner / User via electronic mail or whatever other means of communication Legal Soft deems most expedient
- 1.8 "Signature Date" means the date of registration, upon which date the Practitioner agrees to be bound by these terms of use.
- 1.9 "Software" means the LawBox software which may be found at [www.lawbox.co.za](http://www.lawbox.co.za) & [suite.lawbox.co.za](http://suite.lawbox.co.za) (including all sub-pages thereof).
- 1.10 "Trial Period" means a commitment-free period of 14 (fourteen) days in which the practitioner may use the LawBox system without purchasing a subscription.
- 1.11 "User" means every single natural person employed by, or contracted to, the Practitioner, having been authorised to utilise a User Account
- 1.12 "User Account" or "Seat" means each distinct account which is protected by a unique username and password and requires a License.
- 1.13 "Web Site" means [www.lawbox.co.za](http://www.lawbox.co.za), [suite.lawbox.co.za](http://suite.lawbox.co.za) and all sub-pages thereof

## **2. User Data**

- 2.1 In the event that the practitioner / user elects not to proceed with a paid subscription to LawBox after the expiry of their trial period, all data pertaining to clients and matters of the practitioner will be destroyed within a period of seven (7) days.

### **3. Acceptance of End User License Agreement**

- 3.1 It is recorded that usage of the LawBox Software by the Practitioner constitutes acceptance of the terms of use contained in this End User License Agreement.
- 3.2 It is further agreed that Legal Soft may, in its own discretion, terminate the services rendered to the Practitioner in the event that the Practitioner, or any User registered under the Practitioner's Firm Account violates the terms of this Agreement.
- 3.3 The Practitioner indemnifies Legal Soft against any claims, howsoever arising, including damages suffered by the Practitioner in the event that Legal Soft elects to cease rendering services in terms of 2.2 above.
- 3.4 In the event that Legal Soft elects to cease rendering services in terms of 2.2 above, Legal Soft shall advise the Practitioner via E-mail, to the e-mail address used for the first registration of the Practitioner on the LawBox System, that a period of 24 Hours will be afforded to them to download their information. Once the 24 Hour Period has elapsed, the account will be deactivated.
- 3.5 The Practitioner shall not be entitled to any refund in respect of funds paid in the event that Legal Soft terminates the services in terms of 2.2.

### **4. Acceptable use**

- 4.1 The Practitioner is granted a non-exclusive, non-transferable License to use the Software for such duration as has been paid for by the Practitioner
- 4.2 Each User Account in the Software requires a separate user License, which may be purchased from Legal Soft electronically via the LawBox Website.
- 4.3 It is acknowledged that The Software is not sold to the Practitioner, but that they are simply afforded the right to use same, provided that compliance with these terms and conditions is maintained.
- 4.4 The Software, at all times, including source code, user interface and all other facets thereof remains the property of Legal Soft.
- 4.5 The Practitioner and/or Users registered under the practitioner's account shall not be entitled to log into the Software concurrently using the same User credentials. All concurrent users must have their own User Account.

### **5. Payment in respect of Software License**

- 5.1 The Software is licensed to the Practitioners and is charged according to the number of User Accounts that are held in any given month (or part thereof), irrespective of actual usage ("the License Fees").
- 5.2 License Fees are payable in advance. The Practitioner may elect to purchase a license for a single month, or numerous months in their own discretion.
- 5.3 Should the practitioner elect not to renew their License once their License has expired, they shall no longer have access to the Software. Data may be obtained by purchasing an additional one month membership and downloading said data, or upon request in writing to Legal Soft. Legal Soft shall be entitled to charge a fee for the provision of such data and shall be under no obligation to hand over same until such fee has been paid.
- 5.4 The License Fees shall be as published on the LawBox website. Legal Soft shall be entitled to, from time to time, amend such licensing fees. Such fees shall be deemed to be properly amended once published on the LawBox Website. Such pricing change shall be effective to all License Fees paid after such change has been effected.

### **6. Warranties**

- 6.1 The Practitioner acknowledges that no warranty is given by Legal Soft as to the suitability of the software for the purposes of complying with any provisions of the Attorneys' Act, Legal Practice Act, or any other regulatory legislation. The practitioner specifically acknowledges and understands that LawBox is primarily a tool to assist the practitioner in the practical day to day running of its practice, including the scope of the software, as described on the LawBox Website. It is the responsibility of the practitioner to ensure that they comply with any applicable legislation.
- 6.2 It is acknowledged and recorded that LawBox should be used in conjunction with an accounting professional to ensure that accurate accounting records are held. To this end, LawBox merely facilitates the day to day running of the practice and the communication of such data to an accounting professional.
- 6.3 The practitioner understands and acknowledges that no software is error-free and, although every effort has been made to ensure that errors do not present themselves, the practitioner acknowledges that the software is provided as-is. The practitioner undertakes to perform regular backups of all data held on the LawBox database.
- 6.4 The practitioner acknowledges that he/she, and all other users of the software making use of such software under the practitioner's registration, do so at their own risk.
- 6.5 The practitioner warrants that he/she is duly authorised to register for the usage of the software on behalf of the firm, in the event that such firm trades as a partnership or incorporated company. The practitioner acknowledges that, in the event the he/she fails to provide proof of such authorisation, resolution or consent upon request by Legal Soft, the practitioner's registration, as well as the registration of all users under such registration shall be terminated with immediate effect and Legal Soft be held blameless in respect of any loss which may be suffered by the practitioner and/or his/her practice as a result of such deregistration.
- 6.6 The practitioner, accepts these terms and conditions on behalf of the practitioner's firm.