

Cloud Computing Services Policy

§ 1

General Provisions

1. This document regulates the provisions of providing Cloud Services (hereinafter: Services) by Senetic (Pty) Ltd with its registered office in 222 Smit Street, Johannesburg, Gauteng 2000, South Africa.

Senetic (Pty) Ltd declares that it is entitled to resell, market and conduct further resale of Products in any other way and, in particular, has concluded appropriate agreements with Manufacturers that enable Senetic (Pty) Ltd to perform the above actions.

§ 2

Definitions

1. Whenever the following terms, beginning with a capital letter, appear in these Terms and Conditions, they shall have the following meanings:

1. Manufacturer - the entity that provides the Cloud Services Product.

2. Customer - an Entrepreneur who gains access to the Product offered by Senetic (Pty) Ltd in order to access and use it as an end user for their own needs and, if the Product offers such a possibility, to install and use the Product; the Customer is not entitled to market and distribute the Product in any form.

3. Product - access to online service provided in the "Cloud" model, including Software-as-a-Service, Platform-as-a-Service, Infrastructure-as-a-Service that may contain software technologies provided by Microsoft and other Manufacturers, offered by Senetic (Pty) Ltd to the Customer.

4. Services - Cloud Services referred to in § 3, paragraph 1, provided by Senetic (Pty) Ltd to the Customer.

5. Manufacturer 's Agreement - a Manufacturer 's agreement which grants the Customer access to the Product; the provisions of the Manufacturer 's Agreement may be subject to changes, about which the Customer shall be notified at least 30 days in advance.

6. Billing Cycle - the period in which the settlement for the Subscription model selected by the Customer takes place.

7. Subscription - a subscription model of the Product, which includes the Customer 's right to use the Product, indicating the Perpetual Subscription and the Annual Subscription.

8. Fee - the Fee for the Services covered by the Subscription.

9. Offer - the terms and conditions, provided through the Communication System, regulating the process of providing the Customer with the Subscription by Senetic (Pty) Ltd, selected and accepted by the Customer or submitted to the Customer.

10. Communication System - depending on the communication method used, it refers to Internet portal belonging to Senetic (Pty) Ltd, e-mail sent by Senetic (Pty) Ltd, as well as all other forms of communication used by Senetic (Pty) Ltd to communicate with the Customer.

Invoice - this term shall also refer to pro-forma invoice.

§ 3

Terms and conditions of Cloud Services access and use.

1. Cloud Services Specifications are available on Senetic website <https://office365.senetic.co.za/>. The full specification of services provided in collaboration with Microsoft, including technical parameters, can be found at <https://technet.microsoft.com/>.

2. Selection of the Cloud Service type from the Offer and its parameters presented in the Cloud Services Specification referred to in paragraph 3, point 1, including the selection of the Billing Cycle and the number of seats for the users, takes place at the moment the Customer places an order.

3. A prerequisite for using the Cloud Services is:

1. Acceptance of these Terms and Conditions,

2. Acceptance of the Microsoft Cloud Agreement (if the Services include Microsoft Products): <https://docs.microsoft.com/en-us/partner-center/agreements>

4. After receiving an order for a Subscription for the first Billing Cycle, the Customer shall receive via the Communication System, the information necessary to log on to the Manufacturer 's website to gain access to the Service.

5. If the Service ordered by the Customer includes software installed at the Customer 's site, the Buyer, after logging on to the Manufacturer 's website, shall download the Software necessary to use the Cloud Services, unless the provisions of the additional agreement provide otherwise.

6. Access to the Service is granted for the period appropriate for the ordered Cloud Services type, counting from the date of its activation.

§ 4

Subscription Types

1. A current list of Products available in a given subscription model shall be included in the Offer.
2. The Products are available in one of the two Subscription models:
 1. Perpetual Subscription
 2. Annual Subscription

§ 5

Subscription Activation

The Subscription shall be activated upon the Customer's payment of the Fee for the selected Billing Cycle.

2. The Perpetual Subscription and the Annual Subscription shall be automatically renewed for subsequent Billing Cycles. The Customer may cancel the automatic renewal of the Subscription by submitting a notice to cancel the Subscription before the end of the current Billing Cycle, in the Customer Panel or by e-mail in the case the panel is not available.

§ 6

Billing Cycle

1. The Billing Cycle is 1 month for Perpetual Subscriptions and 1 year for Annual Subscriptions.

2. The customer shall pay in advance for the entire Billing Cycle of the Subscription.
3. The first Billing Cycle shall cover the period between the day of Subscription activation and the last day of the calendar month in which the Perpetual Subscription was activated, or the period of one year from the date on which the Annual Subscription was activated.
4. Subsequent Billing Cycles shall run from the first to the last calendar day of the month in the case of Perpetual Subscriptions or for a year from the day following the last day of the previous Annual Subscriptions.

§ 7

Payment

1. Subscription Fee and the settlement currency are specified in the Offer.
2. The Customer shall pay the Fee by agreeing to debit the bank account or by agreeing to charge their credit or debit card. Senetic (Pty) Ltd may refuse to grant access to services for the next Billing Cycle if the Customer does not consent to charging the Customer's credit or debit card or debiting the Customer's bank account at Senetic (Pty) Ltd choosing. If the Customer does not agree to the payment method indicated by Senetic (Pty) Ltd, the Subscription may be deactivated. Senetic (Pty) Ltd may, in individual cases, agree to accept a Fee paid by bank transfer.
3. For the Services provided, Senetic (Pty) Ltd shall issue to the Customer invoices for individual Billing Cycles. Senetic (Pty) Ltd shall forward invoices to Customers electronically via e-mail.
4. Senetic (Pty) Ltd may offer the Customer, in particular after payment history verification, payment based on invoices with deferred payment dates.

In the case of Annual Subscriptions, Senetic (Pty) Ltd may make the activation of the Subscription dependent on a prepayment based on a pro-forma invoice.

In the case of payment by debiting the Customer's bank account or debiting the Customer's credit or debit card, Senetic (Pty) Ltd shall automatically charge the Customer no sooner than 24 hours before the end of the current Billing Cycle or within the first three business days beginning the next Billing Cycle, based on the issued invoice.

In the case of enabled traditional transfer payment, Senetic (Pty) Ltd shall issue a pro-forma invoice for prepayment or an invoice with deferred payment (provided that there is a positive evaluation in accordance with paragraph).

8. If the payment is not made timely, there is no full payment or no possibility to collect the Fee (in full amount), Senetic (Pty) Ltd may suspend access to the Services and notify the Customer about suspending access to the Services via the Communication System.

9. If the Customer pays the Fees in an amount higher than the one stated in the Agreement, the overpayment shall be returned to the Customer.

If there is a delay in making a prepayment based on the Customer's pro-forma invoice, the Subscription, access to additional Services or additional user accounts shall be activated after the Fee is booked on Senetic (Pty) Ltd bank account. In such cases, access to the Subscription, additional Services or additional user accounts shall be reduced by the period of the Customer's delay in payment.

§ 8

Subscription Cancellation

1. Cancellation of the Subscription is possible in accordance with the provisions included in § 13.

Cancellation of the Subscription shall be effective at the end of the current Billing Cycle.

3. The Customer may cancel the Subscription by submitting a disposal in the customer's panel or via the Communication System.

4. If the Subscription is canceled, the Customer shall have access to the Services until the end of the current Billing Cycle.

5. Canceling the Subscription means terminating the Contract between Senetic (Pty) Ltd and the Customer.

§ 9

Changing Fees

1. Subscription Fees may change.

2. Senetic (Pty) Ltd shall notify the Customer about Fee changes via the Communication System at least 7 days before the end of the current Billing Cycle.

3. The amended Fee shall be valid starting the next Billing Cycle.

If the Customer refuses to accept new Fees, the Customer may cancel the Subscription in accordance with the provisions stated in § 8.

§ 10

Purchase of additional Services or user seats during the Subscription period.

1. The Customer may purchase additional Services or additional seats for additional users during the Subscription period.

Additional Services shall be activated after the Customer pays for additional Services or additional user seats proportionally for the period until the end of the current Billing Period. The Fee for additional Services or additional user seats for subsequent Billing Periods shall be added to the existing Fee for existing Services covered by the Subscription.

3. If there is a change in the Fees during the Subscription period, the Fee for additional user seats may differ from the Fee for the Customer's current user seats.

§ 11

Technical Support Provisions

1. The issues associated with the operation of the purchased Cloud Services shall be reported directly to Senetic (Pty) Ltd by e-mail, phone or chat.

Senetic (Pty) Ltd shall not be held liable for any applications submitted by the Buyer directly to the Software Manufacturer.

In order to process the application, the Buyer shall be obliged to provide an authorized Senetic (Pty) Ltd employee access to the admin panel. In special, justified cases, Senetic (Pty) Ltd may ask the Buyer to extend the authorization.

4. Senetic (Pty) Ltd declares that all provided data shall be treated as confidential data.

5. In case of refusal in granting the relevant access by the Buyer, Senetic (Pty) Ltd shall not be responsible for solving the issue.

6. Responses to applications will be provided by phone, chat or e-mail, depending on individual factors for a given application.

§ 12

Liability for the Product non-compliance

1. Senetic (Pty) Ltd does not guarantee the correct functioning of offered Products.

2. The Products the Customer receives are in the same form Senetic (Pty) Ltd receives them from the Manufacturer. The Parties shall agree that Senetic (Pty) Ltd is not to be held liable for any issues related to the functioning, quality, usability and guarantee. Senetic (Pty) Ltd does not offer any guarantee for Products available in the Offer.

3. The Manufacturer may ensure established levels of correct functioning of the Products. The levels of correct functioning are included in the documents published by the Manufacturer indicated in the Manufacturer's Agreement. The Customer shall have the right to notify Senetic (Pty) Ltd about any concerns related to correct functioning of the Product. Senetic (Pty) Ltd shall forward the notice describing the issues with the Product to the Manufacturer. In the case the notice is reviewed favorably by the Manufacturer and the Manufacturer's makes a refund, Senetic (Pty) Ltd shall refund the Customer the amount the Manufacturer granted.

4. If the Manufacturer grants a financial refund, it shall be made during the billing cycle following the month in which the Manufacturer made the appropriate refund. The refund shall be made in the form of an invoice correction for the billing cycle in which the Manufacturer's refund was granted, or in the form of a decrease in the payment amount for the next billing cycle. The refund shall be made only once the correcting invoice is signed and returned with a confirmation of receipt to the address of the registered Senetic office.

5. Senetic (Pty) Ltd shall not be liable towards the Customer for granting the Customer a financial refund by the Manufacturer and all liability of Senetic (Pty) Ltd from this title shall be excluded.

§ 13

Contract Termination by Senetic (Pty) Ltd

Senetic (Pty) Ltd shall have the right to terminate the Agreement unilaterally with effect from the moment of delivery of the notice through the Communication System and to withhold the Customer's access to the Services in the following cases:

1. the Customer fails to pay any amount due to Senetic (Pty) Ltd, in particular on the basis of invoices issued;
2. Senetic (Pty) Ltd becomes aware of the Customer's insolvency;
3. The Customer makes a serious breach of the terms and conditions of the Agreement and fails to remove the consequences of the breach within 14 days from the date the Customer receives from Senetic (Pty) Ltd a relevant notice through the Communication System.
4. The Customer breaches the provisions of the Polish law on combating corruption and anti-corruption laws, outlined in documents published by the Manufacturer, in particular, in: "Anti-Corruption Policy for Microsoft Representatives U. S. Foreign Corrupt Practices Act" available at: <http://www.microsoft.com/en-us/Legal/Compliance/anticorruption/Default.aspx>.

We suggest leaving at this point only the provisions relating to the right to terminate the contract with immediate effect. Issues relating to the termination of the contract by the customer shall involve the cancellation of the Subscription.

§ 14

Final Provisions

1. All disputes related to the provisions of the Terms and Conditions, the Parties shall firstly try to resolve peacefully through bilateral discussions and negotiations.
2. If the Parties shall fail to reach an agreement, they may refer the case to a court of law having territorial jurisdiction over Senetic (Pty) Ltd office.