



# SmartPractice

# Terms and Conditions

---

## Table of Contents

1.	DEFINITIONS.....	2
2.	WARRANTIES IN USE OF THE WEBSITE .....	3
3.	MISUSE OF THE SITE OR SOFTWARE.....	4
4.	SCOPE OF SERVICE .....	4
5.	INFORMATION.....	5
6.	ACCESS TO INFORMATION AND SECURITY .....	5
7.	LINKS TO OTHER SITES.....	6
8.	PERMISSION .....	6
9.	CONTENT .....	6
10.	PAYMENT .....	6
11.	TERMINATION OF SERVICE .....	7

Please read the following Terms and Conditions to familiarise yourself with the content thereof.

By using this Website or any part thereof, you agree to our Terms and Conditions and to be legally bound by these Terms. We reserve the right to change the Terms and Conditions at any time. Usage of the Website indicates your acceptance of the Terms and Conditions, and continued usage means you are aware and informed of any changes made to the Terms and Conditions.

Should you not accept or agree with the Terms and Conditions, you do not have access to or use of our Software.

The Client agrees that there is no expectation of rights or ownership to the Product or Service of SmartPractice.

## 1. DEFINITIONS

In the interpretation of our Terms and Conditions, the following words bear the following meaning unless indicated otherwise.

- 1.1 “Account(s)” means a designated username and password linked to a User ID, which enables a User to sign into a specific account that has specific Information related to the Client.
- 1.2 “Agreement” means this document and any other documents arising from this Agreement that render rights and responsibilities between the Parties.
- 1.3 “Client(s)” means a person (including any legal entity) that enters into an Agreement with SmartPractice and includes any trial period before payment is deducted. It specifically excludes the Clientele of the Client.
- 1.4 “Clientele” means the clients or customers of the Client who use the Client's services or products.
- 1.5 “Content” includes but is not limited to text, images, opinions, articles, statements, and audio-visual content by SmartPractice or any other third party.
- 1.6 “Deactivated” means no access to the Account or the Service, but not completely deleted.
- 1.7 “Information” means the information entered by the Client and their authorised Users and may contain personal information of their business and or clients as defined by POPIA.
- 1.8 “Intellectual Property” means patents (whether registered or unregistered), designs and manufacturing techniques, specifications and formulae, know-how, copyright, data systems and processes, production methods, trade secrets, trademarks, undisclosed inventions,

confidential information and includes all future additions or improvements to that Intellectual Property.

- 1.9 “Login Details” means the user ID, accessed with a username and password.
- 1.10 “Losses” the meaning includes, but is not limited to, direct, indirect, incidental, special, exemplary or consequential losses and or damages and or costs and or expenses.
- 1.11 “Parties” mean SmartPractice and the Client that enters into an Agreement to use the Product.
- 1.12 “POPIA” means the Protection of Personal Information Act 4/2013.
- 1.13 “Profile” means the Client’s details and includes but is not limited to Login Details, Information of the Clientele and any other relevant information linked to the Client.
- 1.14 “Product” means the SmartPractice Website, domain, software and any hyperlinks and online tools that the Client uses.
- 1.15 “Service” means the Product by SmartPractice to provide online and software practice management assistance.
- 1.16 “SmartPractice” means the registered company SmartPractice (PTY) Ltd that owns the Website and software.
- 1.17 “User(s)” means any person who accesses the Website and is authorised to access the Account.
- 1.18 “Website/Site” means [www.smartpractice.co.za](http://www.smartpractice.co.za) and includes any applications, pages, hyperlinks or elements accessed through or derived from the homepage.

## 2. WARRANTIES IN USE OF THE WEBSITE

- 2.1 By using this Site, you warrant the necessary authority and right to enter into these Terms and Conditions and to fulfil the contractual obligations.
- 2.2 The Client warrants that their Clientele is aware and has provided explicit consent that their information will be shared with SmartPractice for the purposes of rendering the Service.
- 2.3 Users may not use the Site for any illegal, harmful, libellous or unlawful purposes.
- 2.4 No User may post any software containing any code files, programmes or links without prior written permission from SmartPractice.
- 2.5 No User may add, alter, forge, frame, or manipulate any of the contents or code of the Site or post any contents that may contain a software virus that may interrupt, destroy or compromise the Site or its functionality, including reverse engineering.

- 2.6 No User may use or attempt to use technology or applications, including, but not limited to, web crawlers, robots or web spiders or any code to search, collect or copy or extract content from the Site.
- 2.7 Only authorised Users may log in to an Account.
- 2.8 The Client warrants that all Users under his direction, employment or contract are aware of the legal obligations of the Terms and Conditions and accept responsibility to ensure their legal compliance with the Terms and Conditions.

### 3. MISUSE OF THE SITE OR SOFTWARE

- 3.1 Should any of the Users breach any of the provisions in this Agreement, SmartPractice reserves the right to:
  - 3.1.1 Claim damages from the Client and or the User;
  - 3.1.2 SmartPractice reserves the right to pursue legal action, including but not limited to laying criminal charges, in accordance with South African law, against any User who breaches these Terms and Conditions;
- 3.2 SmartPractice shall not be liable for any losses resulting directly or indirectly from the misuse of the Site, Product or Service.

### 4. SCOPE OF SERVICE

- 4.1 This Website provides a digital platform for Clients and their authorised Users to store, manage, access and create information, data, invoices and portals for the purposes of business progression and streamlining.
- 4.2 The Service provided by SmartPractice is non-exclusive and non-transferable, meaning it is intended solely for the use of the Client and cannot be transferred to another party.
- 4.3 No customisation or additional training of the Service is included in these Terms and Conditions.
- 4.4 SmartPractice is only in a contractual Agreement with the Client and not any of his Clientele.

## 5. INFORMATION

- 5.1 SmartPractice only uses information necessary for the purpose of providing the Service to the Client.
- 5.2 No additional information is stored or retrieved, or sold to third parties.
- 5.3 Exchange of data may occur with Sage Accounting, Xero, Sage Pastel and DreamTax.
- 5.4 The Client and Users warrant that the Information provided to SmartPractice or entered into the Product is correct. SmartPractice does not verify the correctness thereof.
- 5.5 SmartPractice is not responsible for any delays in correspondence or the exchange, upload, verification, or access to Information due to force majeure events, including but not limited to Loadshedding, ransomware attacks, or any other occurrences outside the control of SmartPractice.

## 6. ACCESS TO INFORMATION AND SECURITY

- 6.1 The Client is provided with a User ID and chooses a username and password to access his profile on SmartPractice.
- 6.2 It is the responsibility of the Client to keep the username and password confidential.
- 6.3 The Webmaster, Installation Specialist, Support Agents, Data Administrators, and Support Team of SmartPractice have access to the Client profile and information of the Client's Clientele strictly for purposes of maintenance, debugging, and any necessary system corrections.
- 6.4 SmartPractice reserves the right to appoint Third Parties to assist in the repair or maintenance of the Product or Service.
- 6.5 Any unrequested access to Information and the reason for it will be announced to the Client.
- 6.6 The Client acknowledges that any request for support by him or a User associated with them requires access by SmartPractice to his Profile.
- 6.7 Only Users with the correct username and password may access the profile of a Client.
- 6.8 SmartPractice is compliant with the Protection of Personal Information Act (POPIA) and has implemented reasonable measures to ensure that all Information is protected.
- 6.9 For any other questions regarding Information, kindly contact our Information Officer at [hugo@smartpractice.co.za](mailto:hugo@smartpractice.co.za).
- 6.10 Our PAIA manual is available on request.

## 7. LINKS TO OTHER SITES

- 7.1 SmartPractice does not accept any liability for the contents of links shared on the Site to other services and or websites.
- 7.2 Although SmartPractice ensures that only quality partners are linked to the Site, SmartPractice cannot take responsibility or warrant that usage of those partners or their sites will not lead to any Losses.

## 8. PERMISSION

- 8.1 By using this Website or Service or any part thereof, the Client and their Users give permission to receive newsletters, surveys, pop-up information, and marketing emails.
- 8.2 Reviews or compliments given in written form may be used on the Site to promote SmartPractice.
- 8.3 This permission given in 8.1 and 8.2 may be revoked at any time by written request to the Information Officer at [hugo@smartpractice.co.za](mailto:hugo@smartpractice.co.za).

## 9. CONTENT

- 9.1 SmartPractice takes reasonable care to ensure that Content shared on the Site is accurate, but does not take responsibility for the accuracy or completeness thereof.
- 9.2 Use of this Product and Content is at your own risk, and SmartPractice takes no responsibility or liability for Losses suffered from reliance on this Site or Product or Service.

## 10. PAYMENT

- 10.1 The Client will be invoiced monthly for services received from SmartPractice.
- 10.2 Payment must be made on receipt of an invoice issued by SmartPractice.
- 10.3 Any payment outstanding for longer than 30 (THIRTY) days will result in the automatic deactivation of the Account and no access.
- 10.4 Once the default amount is paid up, together with any other invoice issued in the interim, the Account is activated again.

- 10.5 SmartPractice may offer additional services that are excluded from the monthly invoice and are billed separately.
- 10.6 SMS credits are not included in the monthly invoice and are the responsibility of the Client.

## 11. TERMINATION OF SERVICE

- 11.1 The Client may terminate the Agreement with a 30 (THIRTY) calendar day's written notice to [cancellations@smartpractice.co.za](mailto:cancellations@smartpractice.co.za).
- 11.2 The Account and access to it is Deactivated after the 30 (THIRTY) day notice period.
- 11.3 The Account is Deactivated for 6 (SIX) months, and if no written request is received from the Client to reactivate the Account within this period, the Account and Information will be deleted permanently.
- 11.4 It is the responsibility of the Client to ensure that all Information is retrieved and the Account cleared within the 30 (THIRTY) day period leading up to Deactivation of the Account.
- 11.5 The Client may request in writing that the 6 (SIX) month period be waived, and the Information be deleted straight after the 30 (THIRTY) day notice period.
- 11.6 SmartPractice takes no responsibility for Losses of any kind derived from non-access to Clientele Information when the Account is Deactivated or deleted.
- 11.7 SmartPractice reserves the right to terminate the Agreement:
- 11.7.1 With 30 (THIRTY) calendar days' written notice to the Client; or
  - 11.7.2 Immediately and without notice in cases of serious or repeated misuse of the Service, breach of these Terms and Conditions, non-compliance with legal obligations, or non-payment.
- 11.8 All outstanding amounts must be settled in full by the termination notice date, regardless of whether the Agreement is terminated by the Client or by SmartPractice.