

SOFTWARE LICENSE & DATA AGREEMENT

<input type="checkbox"/> Credit Office	
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Company Name	VAT NUMBER:
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Postal Address: _____	Physical Address: _____
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Accounts Contact:	Accounts Email:
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Authorised Person	Telephone	Fax	Cell	e-Mail Address
ID Number				
Debit Order Acct Name	Bank	Branch /Number	Acct type	Acct Number

TICK RELEVANT BOX FOR DEBIT ORDER: **YES:** **NO:**

NB: The debit order will run on or about the 13th (thirteenth) calendar day of each month.

Your Credit Limit is not a billing amount – please inform me when I reach this Credit limit

Credit Limit Requested	R	Do you require Tracing Reports	Are you a Credit Granter	NCR Ref Number	
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Services Required (All Prices Exclusive of vat)

Service	Fee	Period	Number	Sub Total
Credit Office				
** Standard MINIMUM BILLING	R 128.69	Per month		
Itemized billing – MANDATORY	R 19.20	Per user		

****You will have R100 worth of no charge searches in the given month.**

TOTAL per month

Service	Fee	Period	Number	Sub Total
License/ Activation fee (The once off ACTIVATION fee is payable ON signature of this agreement.)				
Credit Office Standard one user	R 950.00	Once Off		
Additional Users (Each)	R 100.00	Per user		

TOTAL once off

COPY OF ID and COMPANY LETTERHEAD TO BE ATTACHED

This signature/these signatures confirm/s the subscription to the above named services and authorise/s Octagon Business Solutions (Pty) Ltd to deduct the Total Debit Amount from the above bank account or credit card. . I/we consent to a credit check of the named company or individual by Octagon Business Solutions (Pty) Ltd t/a. I/we have read and understood the License Agreement and Terms and Conditions of the Software and I am/we are authorised to approve the above transactions on behalf of the named company.

Signature		Designation:	Date
Sales Consultant			

Terms and Conditions abridged

Full version available at www.octagon.co.za

Octagon Business Solutions ("OBS") ("The Company") is willing to license the enclosed software to you ("The Subscriber) Please carefully read all of the terms of this agreement prior to installing and using the software, by installing and using the software, you accept the terms and conditions of the agreement. If you do not agree to all of these terms, the Company is unwilling to license the software to you, in which event; you should return the software to the Company.

1. Definitions

In this agreement, unless inconsistent with or otherwise indicated by the context, "the/this Agreement" means the agreement set out herein, including the annexure hereto (if any). Words defined elsewhere in this Agreement shall bear the meanings there assigned to them and the following shall bear the following meanings.

- 1.1. "Commencement Date" means the date of signature of this Agreement by the Client.
- 1.2. "Client/client" means members of the public who are provided with the system as provided by Octagon Business Solutions by signing of this agreement.
- 1.3. "OBS gateway" Octagon Business Solutions gateway to the company's servers. Where access is controlled to all on-line functions of the programs.
- 1.4. "The Software" or the "Product" means the software application as provided by Octagon Business Solution to the client.
- 1.5. "OBS" is a shortened version of the company name Octagon Business Solutions.
- 1.6. Any reference to the singular shall include the plural and visa versa. Any reference to a gender includes the other genders any reference to natural person includes legal person and visa versa.
- 1.7. The clause headings in the Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

2. Terms of Contract

- 2.1. This agreement sets out the basis upon which the Company licenses the Subscriber to use the Software and the Documentation. Such use is subject to the Subscriber's compliance with these terms and conditions and the Agreement as whole. (see full agreement at <http://www.octagon.co.za/LinkClick.aspx?fileticket=Ax6TSvvPUW%3d&tabid=115&portalid=0&mid=557>)
- 2.2. Either party may terminate this Licence Agreement by giving to the other at least 1 months notice in writing of its wish to terminate. Termination being effective from the end of the Monthly Period in which such notice period ends. Upon termination, howsoever caused, the Subscriber shall return The Software and the Documentation to the Company within 7 days of the date of such termination. The Subscriber must remove all copies of the Software from the Machine and cease all use of The Software and Documentation.

3. Except as expressly provided in this Agreement;

- 3.1. no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of The Software or support service or any part thereof shall be assumed by the Company. (see full agreement at <http://www.octagon.co.za>);

4. The Subscriber at all times during the period of this Agreement agrees to:

- 4.1. Keep necessary copies of The Software and the Documentation safe and at the site of installation, select only suitable staff for operation of the Software; train or get trained by the Company the staff operating The Software; (see full agreement at <http://www.octagon.co.za>)

5. Bureau Data (agency)

- 5.1. You warrant that you are duly authorized by the Subscriber to enter into this subscription agreement you have appointed **Octagon Business Solutions (Pty) Ltd** as your agent (a) to request and receive Reports; and (b) to accept the Terms on your behalf. (see full agreement at <http://www.octagon.co.za>)

6. Terms and Conditions

- 6.1. Octagon Business Solutions (Pty) Ltd. ("OBS") and / or its subsidiaries and / or its information partners, jointly ("The Company"), are willing to allow subscribed users access to the information only upon the condition that you accept all of the terms and conditions of this agreement. (see full agreement at <http://www.octagon.co.za>) Please carefully read all the terms and conditions of the agreement.
- 6.2. Credit facilities will be available to Subscribers subject to the Company's credit policy.
- 6.3. For accounting purposes a calendar month will be from the first day of any given month to the last day of the given month.
- 6.4. Invoices will be e-mailed to the subscriber within 5 (five) days of the end of the given month.
- 6.5. The outstanding amount must be settled in full within 7 (seven) calendar days from the last day of any given month to avoid discontinuation of services.
- 6.6. The debit order will be run on or about the 13th (thirteenth) calendar day of the following month.
- 6.7. Returned Debit Orders will be subject to a handling fee of R96.90 (Ninety six Rand and ninety cents)

7. The terms and conditions for the use of the software and credit bureau data as published on www.octagon.co.za are accepted.

Signed:.....Name:.....Date:.....