

KUHTAI SOFTWARE (PTY) LTD

T/A: SCANTRACKSA

Company registration number: 2019/557520/07

Address: Block N 1, Regus, 107 Boardwalk Blvd, Faerie Glen, Pretoria, 0081

Telephone: [012 663 2064](tel:0126632064)

Email: admin@scantracksa.com

Web: <https://www.scantracksa.co.za/>



Kuhtai Software Pty (Ltd) - Terms of Service

Welcome to Kuhtai Software (Pty) Ltd, trading as ScanTrack (hereafter, "ScanTrack"). These Terms of Service ("Terms") govern your use of our website, canteen management solutions, software developments and services (collectively, the "Services"). By accessing or using our Services, you agree to these Terms.

1. Definitions

For the purposes of these Terms, the following definitions apply:

- 1.1 "Company," "we," "us," or "our"** refers to Kuhtai Software (Pty) Ltd, trading as ScanTrack SA;
- 1.2 "Client"** refers to the individual, company, or entity that enters into an agreement with ScanTrack SA to use its Services, subject to the terms outlined in this document;
- 1.3 "Canteen Management Solutions"** refers to provision of hardware and software solutions designed to facilitate and streamline canteen operations, including but not limited to inventory management, point-of-sale systems, and order processing;
- 1.4 "Software Development"** refers to custom software development services tailored to meet the specific needs of the Client's canteen management operations, including maintenance, updates, and enhancements of existing software solutions;
- 1.5 "Service License Agreement" (SLA)** refers to an agreement that outlines the terms and conditions under which the Client is granted access to use ScanTrack's software solutions and related services, including licensing, maintenance, and support;
- 1.6 "Services"** refers to all product hardware sales, software developments, applications, service licence agreements and any other services provided by Kuhtai Software (Pty);
- 1.7 "User," "you," or "your"** refers to any individual or entity that accesses or uses our Services;
- 1.8 "Content"** means any data, text, graphics, or other materials posted or transmitted through our Services by users or ScanTrack;
- 1.9 "Account"** refers to the user profile created to access and use certain features of our Services.

2. Interpretation

- 2.1 Headings:** The headings used in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 2.2 Plural and Singular:** Words in the singular include the plural and vice versa, unless the context requires otherwise.
- 2.3 Includes:** The word "includes" means "includes without limitation" unless otherwise specified.

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2.4 Governing Law: These Terms are governed by and construed in accordance with the laws of South Africa.

3. Acceptance of Terms

3.1 By accessing or using our Services, you agree to comply with and be bound by these Terms and our Privacy Policy.

4. Description of Services

4.1 Kuhtai Software (Pty) Ltd provides a suite of software solutions, and our Services include canteen management solutions and software development.

5. User Responsibilities

5.1 You agree to use our Services only for lawful purposes and in accordance with these Terms. You agree not to –

5.1.1 Engage in any activity that interferes with or disrupts our Services;

5.1.2 Use our Services to transmit any harmful, offensive, or illegal content.

5.1.3 Attempt to gain unauthorized access to our systems or data.

6. Appointment

6.1 You hereby appoint Scantrack with effect from the Effective Date to render Services in terms of this agreement.

6.2. To the extent permissible by law, You hereby consent to –

6.2.1 providing full and accurate necessary company information for documentation exchanges between the Client and ScanTrack.

7. Duration

7.1. This Service Licence Agreement (“SLA”) is provided on a month-to-month basis, commencing on the Effective Date unless otherwise expressly negotiated and agreed upon in writing.

8. Cancellation and Refund Policy

8.1 You may cancel any Service provided under this agreement by giving ScanTrack at least one (1) month’s written notice –

8.1.1 This notice period will commence from the date on which ScanTrack receives the cancellation notice in writing.

8.2.In the event of cancellation, refunds will be processed according to the following schedule –

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8.2.1 Full refund if the Service is cancelled within the two months following the initial payment or renewal;

8.2.4. No refunds will be issued if the Service is cancelled after the third month following the initial payment or renewal;

8.2.5 Certain fees, such as setup fees, custom development costs, and other one-time changes, are non-refundable and will be specified in the relevant agreement or invoice.

Goods

9.1. The Services provided by ScanTrack to you under this agreement include –

9.1.1. Canteen management solutions;

9.1.2. Software development.

10. Licence

10.1 Upon entering into this Agreement, ScanTrack will issue you with a unique licence key to access and use the canteen management software solutions provided –

10.1.1 This licence key is intended solely for your internal use and must not be distributed, shared, or replicated with any third parties;

10.1.2. ScanTrack reserves the right to cancel or deactivate the licence key without prior notice if you fail to render payment as specified in this Agreement.

Information

11.1 The provision of Services by Scantrack will require the collection of personal information related to your employee's or customers and this information may include, but is not limited to -

11.1.1. Full name;

11.1.2. Employee number;

11.1.3. Biometric data (e.g. facial recognition, fingerprints);

11.1.4. ID number;

11.1.5. The specific types of information collected may vary depending on your requirements and requests.

11.2. The collection, use, and storage of personal information are governed by ScanTrack's Privacy Policy –

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11.2.1 By using the services, the you agree to comply with the terms set out in the Privacy Policy, which outlines how personal information is managed and protected;

11.2.2. ScanTrack is committed to safeguarding all personal information collected in the course of providing services;

11.2.3. The information will be stored securely and will not be disclosed, shared, or distributed to any third parties unless expressly agreed upon in writing by you or as required by law;

11.2.4. ScanTrack acknowledges the confidential nature of personal information and undertakes to use it solely for the purpose of delivering the agreed-upon services.

7. Fees and Payment

7.1. All fees for services provided under this Agreement are payable before or by the end date expressly stated on the invoice issued by ScanTrack –

7.1.1. You agree to settle all amounts in full by the specified date.

7.2. SLA invoices will be issued one (1) month in advance –

7.2.2. You agree to pay these invoices in accordance with the payment terms outlines in 7.1.

7.3. ScanTrack may impose additional charges for services or products not covered by under the SLA –

7.3.1. Any such charges will be expressly stated and agreed upon in a written quote provided to you;

7.3.2. These charges will only be invoiced once the Client has accepted the quote in writing.

7.4. Failure to make payment by the stated due date may result in the suspension of services.

8. Intellectual Property

8.1. All content, trademarks, and other intellectual property related to the Services are owned by ScanTrack.

8.2. The Client is granted a limited, non-exclusive, non-transferable licence to the Services solely for personal or internal business purposes, subject to the terms of this Agreement.

8.3. The Client may not –

8.3.1. Copy, modify, distribute, or create derivative works based on the Service Provider's intellectual property;

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8.3.2. Use any of the ScanTrack's intellectual property in any manner not expressly permitted by this Agreement.

8.3.3. Attempt to reverse-engineer, decompile, or extract source code from the software provided.

8.4. Any unauthorized use of the ScanTrack's intellectual property may result in immediate termination of the license and potential legal action.

8.5. Written permission must be obtained from ScanTrack for any use of intellectual property not covered by the license granted in this Agreement.

9. Privacy and Data Protection

9.1. ScanTrack's Privacy Policy explains how we collect, use, and protect your personal information.

9.2. By using ScanTrack's Services, you consent to the practices described in our Privacy Policy.

12. Modifications

12.1. ScanTrack reserves the right to update or modify these Terms from time to time.

12.2. The Client will be notified of any significant changes by –

12.2.1. Posting the revised Terms on ScanTrack's website, or;

12.2.2. Providing notice through other appropriate means.

12.3. The Client's continued use of the Services after such changes have been made constitutes acceptance of the revised Terms.

13. Limitation of Liability

13.1. To the fullest extent permitted by law ScanTrack shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or data, arising out of or in connection with the Client's use of the Services.

14. General Provisions

14.1 These Terms of Service represent the complete and exclusive understanding between the Client and Kuhtai Software (Pty) Ltd regarding the use of the Services.

14.2. If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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14.3. The failure of either Party to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

14.4. The Client may not assign or transfer any of its rights or obligations under these Terms without the prior written consent of ScanTrack.

14.5. These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

14.6. All notices or other communications required or permitted under these Terms shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered mail, or transmitted by electronic means to the respective Parties at their last known addresses.

14. Contact Information

If you have any questions or concerns about these Terms or our Services, please contact us at:

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Address: Block N 1, Regus, 107 Boardwalk Blvd, Faerie Glen, Pretoria, 0081

Email: sales@scantracksa.com

Phone: 012 663 2064