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License Zebra Terms and
Conditions



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SIGNOFF SHEET

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CHANGE RECORD

Date	Author(s)	Version	Change Reference
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REVIEWS

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1. THESE TERMS AND CONDITIONS

ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS AND/OR REGISTER AND/OR PURCHASE FROM LICENSE ZEBRA OR ANY PART THEREOF (THE "WEBSITE"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST LEAVE THE WEBSITE IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS. TERMS AND CONDITIONS

2. DEFINITIONS

Term	Explanation
License Zebra	means BUI Consulting LLC and including all its affiliates.
License Management Portal	refers to our web-based platform that enables you to manage and administer your software licenses and subscriptions and includes features such as license activation, deactivation, and renewal.
Online Product(s)	means any of the Software Vendor's online services and/or cloud-based products subscribed to and/or purchased by you from us under this agreement, including but not limited to subscription-based products, consumption-based products, and perpetual based products.
Party(ies)	means License Zebra and/or any person who uses and/or registers on the Website
Policies	means all policies and procedures prescribed by License Zebra available at https://www.licensezebra.com as updated and amended from time to time in License Zebra's sole discretion, and which are expressly incorporated herein by reference.
Service(s)	means the service(s) selected and purchased by you from the Website.
Software	means the software license(s) selected and purchased by you from the Website.
Software Vendor	means a vendor company that creates, develops, provides, and operates Online Products.
you, your	means any person who uses and/or registers on the Website.
we, us, our	means License Zebra.
Website	means the website located at https://www.licensezebra.com and owned by BUI Consulting LLC and includes any part or element thereof as well as any other website linked to it of which License Zebra is the registered owner of the domain name.

3. INTERPRETATION

- 3.1. References herein to the singular include the plural and vice versa; and
- 3.2. Notwithstanding the fact that there are hyperlinks in these terms and conditions to other notices and policies that are deemed part of these terms and conditions, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determining the validity and interpretation of these terms and conditions.

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4. ACCOUNT REGISTRATION AND PERSONAL INFORMATION

- 4.1. You warrant that all details you provide when registering on the Website are correct, and you accept that you will remain fully liable for any orders placed using a valid user ID and password.
- 4.2. You are required to register on the Website in your personal capacity or in the name of the company for which you require the Software.
- 4.3. We are committed to ensuring that your privacy is protected. Should we ask you to provide certain personal information when using the Website, we warrant that such information will only be used in accordance with our privacy policy available at <http://www.bui.co/wp-content/uploads/2023/05/Data-Privacy-And-Security-Statement.pdf>, as amended and updated from time to time, and you expressly consent to us processing your information (including personal information) in accordance with the aforementioned privacy policy.
- 4.4. We shall take all reasonable steps to protect your personal information.
- 4.5. Your personal information may be collected either electronically by using cookies or provided voluntarily by the you. You may determine cookie use independently through your browser settings;
 - 4.5.1. We may collect, maintain, save, compile, share, disclose and sell any information collected from you, subject to the following provisions:
 - 4.5.2. we shall not disclose personal information from you unless you consent thereto;
 - 4.5.3. we shall disclose information without your consent only through due legal process or for the purposes set out in our privacy policy; and
 - 4.5.4. we may compile, use and share any information that does not relate to any specific individual; and
 - 4.5.5. we own and retain all rights to non-personal statistical information collected and compiled by us.
- 4.6. We do not store any of your payment information. Payment information is collected and stored through a secure payment gateway platform.

5. PRICING PAYMENT AND INVOICING

- 5.1. Software may be purchased upfront, either monthly or an annual fixed term commitment.
- 5.2. You accept that the prices are subject to change from time to time, at our sole discretion, and price changes shall be immediately effective upon publication on the Website.

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- 5.3. All orders are subject to acceptance and to availability of the Software ordered. We are entitled to refuse any order placed by you.
- 5.4. The price payable for any automatic renewal of the Software shall be the prevailing price for the Software (as stated on the Website) at the time of the renewal, and you acknowledge that your license for the Software shall automatically renew until cancelled by you.
- 5.5. Payments on the Website must be made by either credit card or Automated Clearing House (“ACH”).
- 5.6. You warrant that:
 - 5.6.1. The credit card you use to make a purchase from the Website is your own card or your company's card; and
 - 5.6.2. You are authorized to use it; and
 - 5.6.3. There are sufficient funds or credit facilities to cover the cost of any Software licenses you order from the Website. We reserve the right to obtain validation of your credit card details before providing you with any goods or services.
- 5.7. We warrant that all credit card transactions will be processed through a secure payment gateway.
- 5.8. You consent to us debiting your credit card in respect of any automatic renewal charges for the continued use of the Software, and that should any payment for an automatic renewal be unsuccessful your license for access to the Software will be automatically suspended until payment is received. We shall have no liability to you for any loss or damage you may suffer as a result of such suspension.
- 5.9. You shall not be entitled to a refund of any amounts already paid should you use and cancel your license for the Software, for whatever reason. Cancellations and refunds will only be permitted as provided for in clause 7.3 below.
- 5.10. All invoicing on the Website is automated and invoices will be sent to you via email.

6. ERRORS AND OMISSIONS

- 6.1. We make every effort to ensure that all prices and descriptions quoted on the Website are correct and accurate. However, we are not always in control of pricing and descriptions provided by third party vendors coupled with the frenetic tempo of e-commerce, which makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, we will be entitled to rescind the contract, notwithstanding that we may have already accepted your order and/or received payment from you. Our liability in that event will be limited to the return of any money that you have paid in respect of the order. In the case of a manifest error

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in relation to price, you will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered.

- 6.2. A 'manifest error', as the term is used in 6.1 above, means, in relation to an incorrect price, a price quoted in error by us which is more than 10% less than the price that would have been quoted had the mistake not been made.

7. ACTIVATION AND PROVISIONING OF SOFTWARE

- 7.1. Upon purchase of the Software and confirmation of receipt of payment by our applicable payment gateway, the Software shall be assigned to you and activated by us.
- 7.2. Where applicable, the Software shall be provided electronically.
- 7.3. Credit card and ACH purchases are non-refundable for the term of purchase.
- 7.4. You shall be provided access to our License Management Portal upon the activation of the Software ordered.
- 7.5. Automatic renewal of the license to the Software will be enabled by default. You may manually disable this setting through the License Management Portal.
- 7.6. You accept that the website allows for a maximum purchase of 300 licenses to the Software. Should you require more than 300 licenses to the Software, or have more complex licensing needs, you are requested to contact our sales team for further assistance.
- 7.7. The provision of the Services is subject to the following:
- 7.7.1. Your hardware being functional and meeting at the very least the minimum specifications required in order for the Software to operate according to specification, as prescribed by us and or the Software Vendor, from time to time;
 - 7.7.2. You having an active, sufficiently fast, and stable internet connection;
 - 7.7.3. You ensuring that all data on your hardware has been fully and properly backed up, and you accept that we will have no liability for any loss or damage you may suffer should the provision of the Software result in a loss or corruption of data and/or functionality and/or configurations and/or interoperability.
- 7.8. The Software licenses purchased on the Website are made available by Software Vendors that are independent of us and, as such, you agree that we are not responsible for such Software products, and you expressly agree that the access and/or use of the Software products is at your sole risk. We will have no direct or indirect responsibility for or in relation to the performance or delivery, in any manner whatsoever, of the Software products. Your purchase

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of, access to, performance of and use of the Software products are regulated directly between you and the applicable Software Vendor and is subject to that Software Vendor's product terms and additional terms.

- 7.9. Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of Software are excluded to the fullest extent permitted by law. Software are not tested or sold as being fit for any particular application or for use under specific conditions.

8. PERMITTED USE AND SCOPE OF LICENSE

- 8.1. Your use of the Software shall at all times be subject to the terms and conditions prescribed by the Software Vendor, and by your use of the Software you expressly agree to bound by the Software Vendor's terms and conditions, and you indemnify us against any liability we may incur as a result of your breach of such terms and conditions.
- 8.2. You agree that your use and access to the Software shall at all times be subject to the Policies, including any minimum hardware and security requirements or use restrictions prescribed in the Policies.
- 8.3. You agree to grant us certain rights in and to your data provided to us through the Website as provided for in the Policies.
- 8.4. You warrant that You will not use the Website and/or its content for any illegal and/or unlawful purposes.
- 8.5. It is common practice for third parties to provide specific hyperlinks to the Website, however we shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Website, if such content was accessed through a hyperlink not directed at the home page of the Website. Persons that wish to link to content beyond the home page of the Website shall do so at their own risk and agree to indemnify us against any loss, liability or damage that may result from the use of content from the Website.
- 8.6. No person may frame, copy, or reproduce the Website, in any manner whatsoever, without our prior written consent.
- 8.7. Apart from bona-fide search engine operators and use of the search facility provided on the Website, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purposes, without our prior written consent.
- 8.8. By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and

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supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these terms and conditions and to be liable and responsible for you and all your obligations under these terms and conditions.

- 8.9. All access to, licensing of and use of the Software are granted to you by the Software Vendor, in accordance with the product terms and additional terms, on a non-exclusive, non-transferable basis, for your internal business purposes. You shall not use the Software licenses for resale, distribution, leasing, rental, loaning, sales, sublicensing, the provision of services and/or otherwise.

9. **DISCLAIMER**

- 9.1. The Software is provided "as is", without any warranty of any kind, either expressed or implied, including but not limited, to merchantability or fitness for a particular purpose or non-infringement, compatibility, interoperability, and security. We do not warrant that the Software will be error free or free from interruption or failure or that it will not result in a degradation in the performance of your system and/or hardware.
- 9.2. It is Your responsibility to ensure that you possess all system and hardware requirements in order for the Software to operate according to specification, and this will include but in no way be limited to, ensuring that you have an active, stable, and sufficiently fast internet connection.
- 9.3. In no event shall we or our suppliers, vendors, platform providers or partners be liable to you or any third party for any damages whatsoever relating to your use of the Software and/or the Website, including without limitation, any direct, indirect, special, incidental, consequential or punitive damages, arising out of loss of data or profits even if we were expressly advised of the possibility of such loss or damage.
- 9.4. Information, ideas, and opinions expressed on the Website should not be regarded as professional advice or our official opinion and you are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website;
- 9.5. We do not make any warranties or representations that the content and products available from the Website will in all cases be true, correct, or free from any errors.
- 9.6. We do not make any warranties or representations that the Website shall be available at all times. You acknowledge that the Website may be unavailable due to updates or a Force Majeure event.

10. **INTELLECTUAL PROPERTY RIGHTS**

- 10.1. All intellectual property on the Website, including but not limited to, pricing, content, trademarks, domain names, patents, design elements, software, databases, text, graphics,

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icons, and hyperlinks are the property of or licensed to us and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the limited rights provided to you in these terms and conditions, all other rights to intellectual property on the Website are expressly reserved.

- 10.2. We and/or Software Vendor expressly reserve all our intellectual property rights, and no licenses are granted by implication, estoppel or otherwise to you except as expressly set forth in these terms and conditions.
- 10.3. Your access and/or use of the Website and/or Software products does not confer to you any right, title, and/or interest (of whatsoever nature and howsoever arising) worldwide, in any intellectual property rights vesting in the Software products.

11. DISPUTE RESOLUTION

- 11.1. If a dispute of any nature arises between the Parties, including in regard to the interpretation of, the effect of, the Parties' respective rights or obligations hereunder, a breach of or the termination of this Agreement, then, upon written request of either Party, each Party will appoint a senior representative whose task it will be to meet for the purposes of resolving such dispute. Such representatives will discuss the matter in dispute and negotiate in good faith in an effort to resolve the dispute on amicable terms within 14 (fourteen) days. No formal proceedings may be commenced until the designated representatives conclude in good faith that an amicable resolution of the matter is not likely to occur.
- 11.2. Should the representatives of the Parties be unable to resolve a dispute in accordance with the foregoing, such dispute will, within 5 (five) days from expiration of the period stated in clause 9.1 above, be submitted to and decided by arbitration in terms of this clause 9 and administered by the ADR division of the Superior Court of California.
- 11.3. The arbitrator(s) shall be appointed by the Parties within 10 (ten) days of submission to arbitration, and failing agreement on the choice of arbitrator, shall be nominated by the Arbitration Program Office for the time being of the Superior Court of California. If replacement of the arbitrator becomes necessary, this shall be effected in the same manner as set out in this clause.
- 11.4. The arbitration shall be held in California.
- 11.5. The arbitration shall be held in accordance with the Arbitration rules of the Superior Court of California and any statutory modification or re-enactment thereof.

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- 11.6. The arbitrator shall be entitled to:
- 11.6.1. determine and settle the formalities and procedures, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedures or the strict rules of evidence;
 - 11.6.2. investigate or cause to be investigated any matter, fact or thing which they consider necessary or desirable in connection with any matter referred to them for decision;
 - 11.6.3. decide the matters submitted to them according to what they consider just and equitable in all the circumstances, having regard to the purpose of this Agreement; and
 - 11.6.4. make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as they in their reasonable discretion may deem fit and appropriate. The Parties shall comply with any award without delay.
- 11.7. The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (thirty) days after it has been so demanded.
- 11.8. This clause is severable from the rest of the Agreement and shall remain in effect even if this Agreement is terminated.
- 11.9. An award made by an arbitrator pursuant to the provisions of this clause 11, shall (save for manifest error) be final and binding on the Parties.
- 11.10. Nothing in this clause 11 shall preclude us from seeking interim and/or urgent relief or enforcing any of our rights and obligations from a court of competent jurisdiction within California.
- 11.11. The Parties irrevocably consent, notwithstanding any monetary limitation, to the jurisdiction of the Superior Court of California for determination of any dispute sought by us in relation to the non-payment of amounts due to us.

12. SECURITY

- 12.1. We shall take all reasonable steps to secure the content of the Website and prevent unauthorized access and/or disclosure to the information provided by and collected from you. However you acknowledge and accept that we do not make any warranties or representations that content shall be 100% safe and secure.
- 12.2. We are under no legal duty to encrypt any content or communications from and to the Website and are also under no legal duty to provide digital authentication of any page on the Website.

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- 12.3. You may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Website or the server and computer network that support the Website.
- 12.4. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold us harmless against any and all liability, damages and losses that we and our partners / affiliates may suffer as a result of such damaging code.
- 12.5. You may not develop, distribute, or use any device to breach or overcome the security measures of the Website and we reserve the right to claim damages from any and all persons involved with a security failure or breach.

13. HYPERLINKS TO THIRD PARTY SITES

- 13.1. We may provide hyperlinks to websites not controlled by us (“target sites”) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and
- 13.2. We do not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.
- 13.3. You acknowledge that your use of target sites may be subject to separate or additional terms and conditions, and to the extent there exists a conflict between the terms and conditions of the target site and these terms and conditions, these terms and conditions will prevail and take precedence. Under no circumstances will we be bound by the terms and conditions of a target site, unless otherwise agreed in writing.

14. CHANGES AND AMENDMENTS

- 14.1. We expressly reserve the right, in our sole and absolute discretion, to do any of the following, at any time without prior notice:
 - 14.1.1. change these terms and conditions;
 - 14.1.2. change the goods and/or services available from the Website;
 - 14.1.3. discontinue any aspect of the Website or any service(s) available from the Website; and/or
 - 14.1.4. change the software and hardware requirements necessary to access and use the Website.

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15. APPLICABLE LAW

15.1. These terms and conditions and the Website will be governed by the laws of the State of California without regard to its body of law controlling conflict of laws. These terms and conditions are the complete and exclusive agreement of the Parties hereto regarding the specific subject matter of this agreement and supersedes in their entirety all prior agreements, understandings and communications, oral or written, between the Parties regarding the specific subject matter of this agreement, and will be binding upon the Parties and their respective successors and assigns, and as applicable, heirs and representatives, and may only be amended in writing and signed by the Parties or their respective successors, assigns or authorized representatives.

16. GENERAL

- 16.1. You warrant that you are purchasing the Software for your internal individual or business purposes only.
- 16.2. Where, in spite of our reasonable efforts, we are unable to perform an obligation due to circumstances beyond our reasonable control or as a result of a force majeure event, this shall not be deemed a breach of our obligations to you.
- 16.3. We reserve the right to update, change or replace any part of these terms and conditions by posting the changes and updates to the Website.
- 16.4. We reserve the right to correct inaccurate, information errors or omissions including but not limited to typographical errors, product descriptions, pricing, and availability, without notice.
- 16.5. Any failure by us to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 16.6. If any provision, or portion of the provision, in these terms and conditions is, for any reason, held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of these terms and conditions.
- 16.7. These terms and conditions constitute the entire agreement between us and you and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by us from you.

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