

March 2025

TERMS AND CONDITIONS FOR CHASE SOFTWARE

1. INTRODUCTION

Welcome to Chase Software. By accessing or using our services, you agree to comply with and be bound by the following terms and conditions ("Terms"). Please review these Terms carefully. If you do not agree with these Terms, you should not use our services.

2. ABOUT CHASE SOFTWARE

Chase Software (<https://www.chasesoftware.biz/>) is a leading provider of business management software tailored for advertising and media agencies. Our platform offers a comprehensive suite of tools designed to streamline project management, financial tracking, and workflow automation. Our services include software for job management, timesheets, quoting, invoicing, procurement, and financial reporting. The software is accessible as a cloud-based service, allowing businesses to manage their operations efficiently.

3. DEFINITIONS

- **"Company," "we," "us," and "our"** refer to Chase Software.
- **"User," "you," and "your"** refer to the individual or entity accessing or using our services.
- **"Services"** encompass all software products, applications, and related services provided by Chase Software.

4. ACCEPTANCE OF TERMS

By accessing or using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as any additional guidelines, policies, or rules applicable to specific services.

5. ELIGIBILITY

Our services are intended for users who are at least 18 years old. By using our services, you represent and warrant that you meet this age requirement.

6. USER ACCOUNTS

To access features in the software, you may need to create an account. You agree to provide accurate and complete information during registration and to keep this information updated. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

7. LICENSE AND USAGE RIGHTS

Subject to these Terms, Chase Software grants you a non-exclusive, non-transferable, limited license to use our software products and services. You agree not to:

- Modify, copy, or create derivative works based on our software.
- Reverse engineer, decompile, or disassemble our software, except as permitted by law.
- Remove or alter any proprietary notices or labels.

8. FEES AND PAYMENT

Some of our services may require payment. You agree to pay all applicable fees as described on our website or in a separate agreement. All payments are due in the currency specified and are non-refundable unless stated otherwise.

9. INTELLECTUAL PROPERTY RIGHTS

All content, features, and functionality of our services, including but not limited to software, text, graphics, logos, and images, are the exclusive property of Chase Software and are protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

10. CONFIDENTIALITY

You agree not to disclose any confidential information obtained from us or our services to any third party without our prior written consent. Confidential information includes, but is not limited to, proprietary data, software, and other non-public information.

11. DATA PROTECTION AND PRIVACY

We are committed to protecting your privacy. Our data collection and use practices are described in our [Privacy Policy](#), which is incorporated by reference into these Terms.

12. USER CONDUCT

You agree not to use our services for any unlawful or prohibited activities, including but not limited to:

- Transmitting harmful or malicious code.
- Interfering with the operation of our services.
- Infringing on the rights of others.

13. TERMINATION

We reserve the right to suspend or terminate your access to our services at our sole discretion, without notice, for conduct that we believe violates these Terms or is harmful to other users or us.

14. DISCLAIMERS AND LIMITATION OF LIABILITY

Our services are provided "as is" and "as available" without warranties of any kind, either express or implied. To the fullest extent permitted by law, Chase Software disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Chase Software be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use our services; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Chase Software, its affiliates, and their respective officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, arising out of or relating to your use of our services or any violation of these Terms.

16. MODIFICATIONS TO TERMS

We may revise these Terms from time to time. The most current version will always be posted on our website. By continuing to access or use our services after revisions become effective, you agree to be bound by the updated Terms.

17. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by and construed in accordance with the laws of South Africa, without regard to its conflict of law principles. Any disputes arising out of or in connection with these Terms shall be resolved through amicable negotiations. If such negotiations fail, disputes shall be submitted to the exclusive jurisdiction of the courts in South Africa.

18. SEVERABILITY

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

19. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Chase Software regarding your use of our services and supersede all prior agreements and understandings.

20. CONTACT INFORMATION

For any questions about these Terms, please contact us at:

- **Email:** sales1@chasesoftware.co.za
- **Phone:** 086 11 24273
- **Address:** 10 Morris St W, Woodmead, Sandton, Gauteng 2191, South Africa