
Terms And Conditions for Lariat Technologies

These terms and conditions become effective upon signing this document or by making the monthly rental payment, which signifies your acceptance of our terms and conditions

Lariat Technologies, with an address of
352 Kiepersol Road, Lynnwood, Gauteng, 0081
(hereinafter referred to as the “Service Provider”)

TERMS & CONDITIONS of Lariat Technologies.

Lariat Technology grants you a non-exclusive, non-transferable right to use Amplo/RecycleProX divisions of Lariat Technologies Services for your internal business purposes, according to the terms and conditions of this Agreement.

You are permitted to use Amplo/RecycleProX divisions of Lariat Technologies Services solely for your internal business purposes and must not:

- License, sublicense, sell, resell, transfer, assign, distribute, or commercially exploit Amplo/RecycleProX divisions of Lariat Technologies Services or the Content in any way to any third party.
- Modify or create derivative works based on Amplo/RecycleProX divisions of Lariat Technologies Services or the Content.
- Create Internet links to Amplo/RecycleProX divisions of Lariat Technologies Services, "frame" or "mirror" any Content on another server or device.
- Reverse engineer or access Amplo/RecycleProX divisions of Lariat Technologies Services to build a competitive product, copy ideas, features, functions, or graphics.

Furthermore, you may use Amplo/RecycleProX divisions of Lariat Technologies Services only for your internal business purposes and must not:

- Send or store material containing harmful computer code, viruses, worms, or other malicious software.
- Interfere with or disrupt the integrity or performance of Amplo/RecycleProX divisions of Lariat Technologies Services or its data.
- Attempt unauthorized access to Amplo/RecycleProX divisions of Lariat Technologies Services or its related systems or networks.

By accessing and using the services of Amplo/RecycleProX divisions of Lariat Technologies, you agree to be bound by the terms and provisions of this agreement. Additionally, any guidelines or rules applicable to these services must be adhered to. Your participation in this service indicates acceptance of this agreement.

Amplo and RecycleProX divisions of Lariat Technologies comply with the POPI Act.

If you do not agree to these terms, please refrain from using our services.

SOFTWARE:

AmplO/RecycleProX divisions of Lariat Technologies shall exclusively own all rights, titles, and interests, including Intellectual Property Rights, in AmplO/RecycleProX divisions of Lariat Technologies, the Content, and AmplO/RecycleProX divisions of Lariat Technologies Services.

Any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party regarding AmplO/RecycleProX divisions of Lariat Technologies Services will be owned by AmplO/RecycleProX divisions of Lariat Technologies.

This Agreement does not constitute a sale and does not grant you any ownership rights in AmplO/RecycleProX divisions of Lariat Technologies Services, the Intellectual Property Rights owned by AmplO/RecycleProX divisions of Lariat Technologies. The names "AmplO"/"RecycleProX" and associated logos and product names are trademarks of Lariat Technologies, and you are not granted any right/license to use them.

- The software is provided on a monthly rental basis, and each package has its own associated server and workstation costs.
- RecycleProX monthly rental is charged per device and AmplO is charged Per site Per Person.
- It is the client's responsibility to inform Lariat Technologies of any changes regarding software rental on site, including adding or removing licenses.
- Annual tariff increases should be anticipated.
- Regular software releases are available, and you will be notified if updates or changes are required for your AmplO/RecycleProX divisions of Lariat Technologies Systems.
- Changes and updates are facilitated through our updating software called RADAR, which operates independently from RecycleProX and requires a continuous and unrestricted internet connection to ensure the RecycleProX software remains up-to-date.
- Customers are responsible for backing up their data, and AmplO/RecycleProX divisions of Lariat Technologies cannot be held liable for any data loss.
- Any requests for software changes are subject to review and quotation by the AmplO/RecycleProX divisions of Lariat Technologies development team.
- To terminate the contract, a written notice with one month's advance notice is required.

The decision to offer SQL Express instead of the full version of SQL Server could stem from several factors:

Cost Considerations: SQL Express is a free version of SQL Server, whereas the full version typically requires a significant investment in licensing fees. By offering SQL Express, Lariat can reduce costs for both themselves and their clients, especially for smaller businesses or projects with limited budgets.

Target Audience: Lariat may primarily cater to small to medium-sized businesses or projects where the features and scalability of SQL Express are sufficient. These clients may not require the advanced features and capabilities provided by the full version of SQL Server.

Simplicity and Ease of Use: SQL Express is often easier to install, configure, and manage compared to the full version of SQL Server, making it more suitable for clients who prefer a simpler solution without the complexity of enterprise-grade database management.

Flexibility: By allowing clients to purchase the full version of SQL Server themselves if needed, Lariat provides flexibility and customization options. Clients who require additional features or scalability beyond what SQL Express offers can choose to upgrade to the full version independently.

Resource Utilization: SQL Express has limitations on database size, memory usage, and CPU utilization, which may be sufficient for many smaller projects but may not meet the demands of larger enterprises. By guiding clients towards SQL Express initially, Lariat ensures that resources are appropriately allocated based on the specific needs of each project.

Overall, offering SQL Express while allowing clients to procure the full version themselves provides a balance between cost-effectiveness, simplicity, and flexibility, catering to a diverse range of client requirements and preferences.

CUSTOMER INFORMATION AND DATA:

Amplio/RecycleProX divisions of Lariat Technologies do not claim ownership of any data, information, or material that you provide while using Amplio/RecycleProX divisions of Lariat Technologies Services. You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or rights to use the customer data.

Amplio/RecycleProX divisions of Lariat Technologies will not be held responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any customer data. If this Agreement is terminated (excluding termination due to your breach), customer data will not be retained or forwarded.

Amplio/RecycleProX divisions of Lariat Technologies reserve the right to withhold, remove, or delete customer data without prior notice in the event of any breach, including non-payment.

Upon termination, your access to and use of customer data will cease, and Amplio/RecycleProX divisions of Lariat Technologies will have no obligation to maintain or provide access to any customer data.

HARDWARE:

- All hardware provided by Amplo/RecycleProX divisions of Lariat Technologies remains their property until it is fully paid for.
- Prior to delivery, PC's undergo thorough testing to identify any faults or flaws through a 24-hour run-in process. For other hardware, we adhere to an "out of the box" policy. If any faults are discovered within 10 working days of installation, they must be reported to our office immediately.
- If the customer supplies their own hardware, they are responsible for any software and hardware compatibility issues that may arise. Amplo/RecycleProX divisions of Lariat Technologies are not liable to make unknown hardware work with the systems.
- Amplo/RecycleProX divisions of Lariat Technologies will not be held responsible for any faults or damages resulting from power surges/failure or mishandling on-site.
- Any hardware submitted to Amplo/RecycleProX divisions of Lariat Technologies for repairs, if out of warranty, will be assessed and quoted by the supplier. If a loan unit is required by the client, a rental fee will be charged based on stock availability.
- Amplo/RecycleProX divisions of Lariat Technologies cannot be held accountable for theft, acts of nature, or any other damages. We cannot wait for insurance claims to be settled, and the customer remains responsible for payment of the account.
- If any hardware installed by a Lariat Technologies Technician is removed or altered by any other party, all guarantees and warranties become null and void.

PRICES, DISCOUNTS, AND QUOTATIONS:

- Payment of 70% of the invoice amount must be made within 48 hours of accepting the invoice. Failure to do so may result in the withholding of goods installation or service provision.
- Prices are subject to change without prior notice until the Customer's purchase order is received and accepted by the Supplier.
- Prices do not include value-added tax unless specifically stated and itemized. Freight, handling, and insurance charges are also not included unless expressly identified.
- The Customer is responsible for paying all applicable taxes related to the ordered goods, or any alternative arrangements agreed upon.
- Any quotation provided by the Supplier does not constitute an offer to sell the goods but serves as an invitation for the Customer to engage in business with the Supplier.
- The Supplier reserves the right to revoke a quotation at any time.
- Written acceptance by the Supplier is required for any change orders, briefing updates, amendments, or requested changes from the Customer. The Customer will be responsible for any costs, expenses, and liabilities incurred by the Supplier in relation to such changes.
- It is crucial to assess the specific requirements of a site before requesting a quote to ensure all necessary items are included. Any additional requests arising during installation will be subject to extra charges as per the job card/s. An estimated quote will be provided for non-inspected sites, and any additional work or changes will be re-quoted or charged accordingly based on the job card/s.
- Any software adjustments to meet specific needs must be thoroughly discussed with our programming team to determine feasibility and provide a separate quotation if required. If in any way possible, a visit to the site is paramount to ensure that the quote complies with your needs. IF possible, the customer should submit detailed information about the site, including photos, drawings, or any other relevant documentation. Our sales team will provide further guidance in this regard. The scheduling of the job will only take place once the deposit has been paid, the quote has been signed, and all required documentation has been submitted to our office.

By signing and/or paying the approved quote, the customer acknowledges and agrees to the planning outlined in the quote. Any changes requested after the quote has been signed may result in additional charges.

- If the customer cancels a job after the quote has been signed and the deposit has been paid, an administrative fee will be charged. The balance payment will be due within 30 days.
- Any changes requested to a quote that has already been installed will require the installation to be stopped, and a re-quote will be provided. Additional charges will apply accordingly.
- Prior to completing the quote, the customer must provide a comprehensive list of all users, including their designations, level of computer literacy, and their specific requirements from the Amplo/RecycleProX divisions of Lariat Technologies program.

PAYMENT TERMS

- The supplier reserves the right to freeze the customer's account if any outstanding balance for an invoice remains unpaid beyond its due date.
- The customer acknowledges that they will be held liable for all legal costs, including attorney and client fees, collection commission charges, and tracing agent costs, incurred by Amplo/RecycleProX divisions of Lariat Technologies from the date of handover to their attorneys for the recovery of any overdue amounts.
- The customer is not entitled to withhold payment for any reason. They are not permitted to set off any amount owed to them by the supplier against their debt to the supplier, nor can any payment be withheld based on an alleged counterclaim against the supplier.
- By paying the deposit and monthly fee, the client accepts the terms and conditions outlined in this agreement.
- Amplo/RecycleProX divisions of Lariat Technologies reserves the right to suspend or terminate this Agreement and the customer's access to the services if their account falls into arrears.
- The customer acknowledges that in the event of suspension or termination of the service agreement, Amplo/RecycleProX divisions of Lariat Technologies have no obligation to retain customer data, and such customer data may be irretrievably deleted if the account is 30 days or more in arrears.
- Amplo/RecycleProX divisions of Lariat Technologies may impose a reconnection fee if the services are suspended and the customer requests access to the Lariat Technologies Services again.
- All payments must be made at least 2 days before the application code expires to ensure sufficient time for processing.
- Late payments and extensions of application codes will incur additional charges.
- When making payments, customers must include a reference that enables identification, such as the invoice number or company name provided.
- Invoices for monthly rentals will be issued around the 10th of each month and must be settled at least 2 days before the expiration of the RecycleProX application code. A reminder of the expiration date will be sent 8 days in advance.

It is the client's responsibility to inform Lariat Technologies via mail if they wish to request the removal of any unused licenses.

NEW CUSTOMERS:

Upon accepting the quote from Lariat Technologies, it is necessary to complete the questionnaire that will be sent to you by our admin department. Please ensure to fill out the questionnaire and email it back to lariat@lariat.co.za and reception@lariat.co.za.

In addition to the completed questionnaire, please include a certified copy of the owner's ID and the business registration forms.

It is also required to submit signed copies of the terms and conditions.

These terms and conditions become effective upon signing this document or by making the monthly rental payment, which signifies your acceptance of our terms and conditions

MAINTENANCE AND SUPPORT:

- Unless specified otherwise, all customers will be considered on a cash-on-delivery (COD) basis.
- It is the customer's responsibility to ensure that a responsible party is present for sign-off on the job card.
- Labour tariffs will be subject to annual increases.
- Callouts should be arranged through the office.
- All callouts are chargeable unless otherwise determined by management. This is charged at R520 for installation and setup plus travel time.
- Traveling tariffs will be calculated based on distance and time travelled. If in a area of 200 km the tariff per km is R8.30.
- Traveling distance will be calculated from the office to the site and back to the office, except when visiting multiple sites of the same company on the same day.
- By default, all customers are COD unless specified otherwise
- Online support is limited. Support required for any issues related to faulty hardware or customer negligence or incompetence will incur charges. Please refer to the "Customer Service Level Agreement" for more information.
- Technicians are available for online support during office hours. If all technicians are busy, please be patient, and you will be attended to.
- Support is subject to the customer's Service Level Agreement (SLA) and strictly applies to Amplo/RecycleProX divisions of Lariat Technologies and its related products. Lariat Technologies will not provide support for any software or hardware not related to Amplo/RecycleProX divisions of Lariat Technologies. In the event that support is provided for such software or hardware, charges will apply.

- If you (the customer) request installation or setup of any items from the following list, an hourly charge of R520 will apply:
 - o Installing printers in Windows
 - o MS Office and Emails
 - o Software backups
 - o External Hard Drives
 - o Adding a new scale
 - o Reloading a crashed/stolen PC
 - o Data fixes

Online or other forms of training

All software must be originally licensed.

Please call the office at 012 804 0040 to log a support call for assistance.

Available Support Hours:

Monday to Thursday: 07:00 - 17:00

Friday: 07:00 - 15:00

Saturday: 08:00 - 13:00 (Online Support Only)

All calls are recorded.

JOB CARD SYSTEM:

Once a job is completed, the assigned technician will generate an electronic job card, which will be invoiced. Payment for the invoice is due within 7 days after the job's completion.

Please send a proof of payment via EFT (Electronic Funds Transfer) to lariat@lariat.co.za or reception@lariat.co.za.

CHANGING OF BUSINESS DETAILS:

All changes or requests must be submitted in writing via email to lariat@lariat.co.za or reception@lariat.co.za. Please note that changes will not be accepted or processed over the phone.

CANCELLATIONS:

If you wish to cancel any part of the system, please provide one month's notice in advance. Please note that since the rental fee is paid in advance, customers will still be responsible for paying the rental fee for the notice period..

MODIFICATION TO TERMS:

Amplo/RecycleProX divisions of Lariat Technologies reserves the right to modify the terms and conditions of this Agreement or its policies relating to Amplo/RecycleProX divisions of Lariat Technologies Services at any time. Any modifications will be effective upon posting an updated version of this Agreement on the Lariat Technologies platform.

Privacy Policy

To promote the protection of personal information processed by public and private bodies; to introduce certain **conditions** so as to establish minimum requirements for the processing of personal information; to provide for the establishment of an **Information Regulator** to exercise certain powers and to perform certain duties and functions in terms of **this Act** and the **Promotion of Access to Information Act, 2000**; to provide for the issuing of **codes of conduct**; to provide for the rights of **persons regarding unsolicited electronic communications and automated decision making**; to regulate the flow of personal information **across the borders** of the Republic; and to provide for matters connected therewith.

RECOGNISING THAT—

- section 14 of the Constitution of the Republic of South Africa, 1996, provides that everyone has the right to privacy;
- the right to privacy includes a right to protection against the unlawful collection, retention, dissemination, and use of personal information;
- the State must respect, protect, promote, and fulfil the rights in the Bill of Rights;

AND BEARING IN MIND THAT—

- consonant with the constitutional values of democracy and openness, the need for economic and social progress, within the framework of the information society, requires the removal of unnecessary impediments to the free flow of information, including personal information;

AND IN ORDER TO—

- regulate, in harmony with international standards, the processing of personal information by public and private bodies in a manner that gives effect to the right to privacy subject to justifiable limitations that are aimed at protecting other rights and important interests,

Lariat Technologies with divisions RecycleProX and Amplo fully comply with the POPIA Act of South Africa. The Company or any of its employees don't share your personal information with anyone.

We may process your personal information when you yourself give it to us, for example when you contact the office.

LARIAT TECHNOLOGIES INC. LIMITED HARDWARE WARRANTY

For Desktop, Mobile And Wall Mounted Products

Lariat Technologies' products come with a **standard one (1) year** Limited Hardware Warranty. During this period, **Lariat Technologies** will, either replace a defective product with a new or rebuilt product or repair it with new or rebuilt parts at no charge except on hardware, Hours and travel are still billable to client. This Limited Hardware Warranty is provided to the original owner only and is not transferable to any third party. This limited warranty does not cover any of the products hardware that you or any third party has modified or altered; you bear the sole responsibility and liability for any such modifications or alteration.

LARIAT TECHNOLOGIES HEREBY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, LARIAT TECHNOLOGIES DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF PRODUCTS FROM LARIAT TECHNOLOGIES. LARIAT TECHNOLOGIES' SOLE LIABILITY AND RESPONSIBILITY SHALL BE ITS COMPLIANCE WITH THIS LIMITED HARDWARE WARRANTY.

Lariat Technologies Hardware

This Limited Hardware Warranty from **Lariat Technologies** applies only to the use of hardware sold by **Lariat Technologies**, The term "**Lariat Technologies Hardware**" is limited to the hardware components only. "**Lariat Technologies Hardware**" includes only those parts or accessories sold with the product, power adapters, power cords and or other **Lariat Technologies** accessories. The term "**Lariat Technologies Hardware**" DOES NOT include any software applications or programs.

Lariat Technologies may repair or replace **Lariat Technologies** hardware products

- with new or refurbished parts,
- with equivalent products to the products being repaired or replaced but which may have been subjected to prior use,
- with products containing refurbished parts equivalent to new or parts which may have been used, or
- with equivalent products to an original product that has reached end of life.

Replacement parts are warranted to be free from defects in material and workmanship for **ninety (90) days** or the remainder if the Limited Warranty Period of the **Lariat Technologies Hardware** in which the parts are installed, whichever is longer.

Exclusions

Lariat Technologies does not warrant that the operation of its hardware product will be without interruption or error-free. **Lariat Technologies** is not responsible for damage that occurs as a result of your failure to follow the instructions that came with the Lariat Technologies Hardware.

This Limited Hardware Warranty does not extend to any product from which the serial number has been removed, or that has been damaged or rendered defective as a result of:

- Accident, misuse, abuse, neglect, contamination, improper maintenance or other external causes
- Operation outside the published operating specifications for the product, including improper environment, excessive or inadequate heating or air conditioning or electrical power failures, surges or other irregularities
- Improper site preparation or maintenance
- Software, interfacing, parts or supplies not supplied by **Lariat Technologies**
- Any use other than ordinary commercial or industrial application
- Virus infection
- Loss or damage in transit
- Repair, modification, improper adjustment or installation of options or parts by anyone other than **Lariat Technologies**

Lariat Technologies Service And Support

For all customers requesting service under this warranty, please phone the office 012 804 0040 For service,

The customer is responsible for paying for insurance on the package and all related shipping charges. **Lariat Technologies** pays return shipping charges via **Courier Guy**.

Lariat Technologies Warranty and Support is limited to **manufacturing and hardware defects** only, as noted in our **Warranty Policy**. If through no fault of the customer, **Lariat Technologies** is unable to replace or repair the product as provided for above, **Lariat Technologies** will replace the product with a new or refurbished product with comparable form, fit and function.

Paid telephone support consultations are available for

- (1) remote hardware and software troubleshooting;
- (2) Lariat Technologies Device Manager remote installation support, consultation and troubleshooting; and
- (3) firmware image creation, upload and support (a time estimate will be provided in advance by **Lariat Technologies** support personnel.

Lariat Technologies reserves the right to charge standard out-of-warranty service fees when units returned fail to exhibit any problems as reported; or any problems with the thin client could have been remedied utilizing troubleshooting **FAQs** and **Downloads** documented on this website.

Responsibilities and Limitations when the client provides their own network and hardware

1. Introduction

- a. This SLA outlines the terms and conditions under which the Service Provider will deliver services related to the installation, configuration, and support of Hardware and associated systems when the Client provides their own network and hardware.

2. Scope of Services

- a. The Service Provider will provide the correct specifications for the Hardware and network specifications required for optimal system performance.
- b. The Service Provider will install and configure the Hardware provided by the Client and ensure that they are correctly integrated into the Client's network, or if the client install network and hardware via a 3rd party they will ensure that the Service Provider will have full access to any network or hardware to ensure that software works to it's fullest.

3. Responsibility Disclaimer

- a. The Client acknowledges that the Service Provider is not responsible for any network issues, disconnections, or malfunctions related to the Client's network or the Hardware supplied by the Client.
- b. The Service Provider will not take responsibility if the Client purchases incorrect hardware or if the network does not function correctly due to issues beyond the Service Provider's control.

4. Chargeable Services

- a. Any support, maintenance, troubleshooting, or repair services required due to network issues, disconnections, or incorrect hardware will be chargeable at the Service Provider's standard rates.
- b. The Client agrees to pay for all additional services that arise from issues related to their network or hardware.

5. Network Access Requirements

- a. If the Client chooses to provide their own network, the Service Provider requires full access to the network to ensure that the system functions correctly.
- b. The Client must grant the Service Provider the necessary permissions and access rights to perform required diagnostics, troubleshooting, and maintenance.
- c. Failure to provide full network access may result in the Service Provider being unable to deliver effective support, and the Service Provider will not be held liable for any resulting issues.

6. Client's Responsibilities

- a. The Client is responsible for ensuring that the network and hardware they provide meet the specifications provided by the Service Provider.
- b. The Client must ensure that their network infrastructure is robust and reliable enough to support the Hardware and associated systems.

7. Limitation of Liability

- a. The Service Provider shall not be liable for any loss, damage, or disruption caused by network issues, disconnections, incorrect hardware, or failure to provide full network access.
- b. The Service Provider's liability for any claim arising out of this SLA shall be limited to the amount paid by the Client for the specific service in question.

8. Term and Termination

- a. This SLA will commence on the date first above written and will continue until terminated by either party with 30 days' written notice.
- b. Either party may terminate this SLA for breach of its terms by providing written notice to the other party.

9. Governing Law

- a. This SLA shall be governed by and construed in accordance with the laws of South Africa

10. Entire Agreement

- a. This SLA constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

DISCLAIMER:

Lariat Technologies (Pty) Ltd, including its Amplo and RecycleProX divisions, will not disclose or use any information belonging to the other party without prior written consent, except in the following circumstances:

1. The information has become publicly available through no fault or misconduct of Lariat Technologies.
2. The information was already known to Lariat Technologies at the time it was disclosed.
3. Disclosure is required by law, regulation, or a binding legal order.
4. Disclosure is made to Lariat Technologies' professional advisors, provided that such advisors are bound by client confidentiality and will not further disclose the information.

Outside of these exceptions, Lariat Technologies is committed to ensuring that all information provided by the other party remains confidential and will not be shared without explicit authorization.

Signed at _____ on the _____ day of _____ 20__

I _____ accept the terms and conditions provided above.

Signature of Client

Signature of Lariat Technologies.

All Prices Are Excluding VAT.