

Blue Apple Partner's Payroll and T&A Privacy Policy & Terms of Service

1. Acceptance of Terms

These Terms of Service ("Terms") apply to and govern your use of our Blue Apple Payroll's web site, its facilities and services (the "Website"). By accepting these Terms of Service you are entering a contractual agreement solely between Blue Apple Payroll's, Payroll Management and Human Resource Solution powered by Blue Apple Partner and yourself. Please do read through and understand our Terms carefully.

References to 'you', 'your', 'yours' and 'yourself' are references to either the administrator(s) of the software, the person in charge of the pay run, e-filing or downloading, and/or the organisation that you represent, and/or any user who represents your organisation, and/or any additional user your organisation appoints, the employees of your organisation, the clients of a bureau/an agent, and/or any person accessing the Website.

The Website provides various services applicable to an employer user, an employee user, an appointed additional user, a bureau agent user, a bureau agent client user and other users, but the provisions set below are applicable to all users regardless of which class of user you belong to and which service you use.

References to 'we', 'us' and 'our' are references to My | Blue Apple Payroll, the service provider of this website. By accessing, browsing or using our Website and any of its facilities, content or information, you unreservedly accept that you will be bound by our Terms of Service. If you do not agree with our Terms of Service as set out below please do not use our Website and its services. If you wish to make a serious complaint to us regarding our Terms of Service and Privacy Policy, and/or anything relating to our services, or to remove yourself from the services, you agree that you will notify us in writing and communicate the writing to us only by fax [0866 589 108] or by email as stated in the Website. We do not accept e-mailed or faxed communications on serious matters.

My | Blue Apple Payroll may decide from time to time to waive any of the Terms of Service governing the Website and its facilities. If we do so, we will not be deemed to have waived those Terms of Service on any other occasion.

2. Right to Change

My | Blue Apple Payroll reserves the right to change the content of the Website and its facilities,

Blue Apple Partner Payroll Privacy Policy T&C

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the fees we charge, if any, and the Terms of Service and Privacy Policy or any part thereof, at any time without notice. Any changes to the services on our Website and/or our Terms and Privacy Policy will be posted on our Website and/or on this page and will be available for you to view at any time. It is your responsibility to check the Website, the Price page and these Terms of Service and Privacy Policy in case there are any changes each time before you use the Website and its facilities. If you access and use the Website after we have made a change you shall be treated as having accepted the change. If at any time you disagree with any changes, you must not use the Website and its facilities and should write to us, using the given address as stated in the Website, to inform us that you wish to terminate your usage of the Website services.

3. Privacy

Please refer to our separate Privacy Policy, which also applies to and governs your use of My | Blue Apple Payroll's Website to understand our practices.

4. Description of Services

4.1 Payroll Services

Our Website acts only as a venue where you can make use of accredited payroll software & Administration system and/or other software facilities to facilitate you in storing and updating your data for conducting payroll, and other calculations, training, making electronic payments, viewing and printing documents relating to your pay run, your data, your payments and other calculations, E-Filing and downloading, and other related services, on an "as is" and "as available" basis.

4.2 SARS E-Filing Services

The website also acts as a venue where you can SARS E-File your various forms, monthly returns and others to be added from time to time as we think suitable, on an "as is" and "as available" basis.

The validation of the E-Filing documents is based on business Rules and some additional rules which we may impose. You undertake that all the required rules are fully complied with.

4.3 Downloading Services

The downloading services include the download payroll system and other notices due to your company and other various notifications and notices to be added from time to time as we think

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

suitable, on an " as is" and "as available" basis. You understand that the downloading of documents from My Blue Apple Payroll Services server is only possible if you log in to My Blue Apple Payroll System to download the respective documents.

4.4 Auto Tax Code Updates

The system does provide the facilities allowing users to automatically update their tax codes. However, you accept to take the full responsibility to check through each and every tax code update to ensure that the tax code update has been successfully executed.

4.5 Employee Access to their Accounts

If you are an employee of a signed up employer this Website is also the venue where you can sign in to view and print the processed pay data mentioned above, which may include pay slips, IRP5's, leave, banking details etc and other items we may add from time to time on an 'as is' and 'as available' basis.

You may be granted the right to update your personal and other details by your employer or by My Blue Apple Payroll. It is your duty to ensure that all the updates are carried out properly and with due diligence. Once signed up you also undertake to check your personal details on our Website and your E-Mail account & Mobile number for messages from us on a regular basis to ensure that your data is up to date and accurate. You further undertake that you will inform your employer or My Blue Apple Payroll immediately if any data was amended wrongly or without authorisation.

As an employee user you understand that your right to access this Website and use the service of viewing and printing your processed pay data is entirely up to your employer who has the right to enable or disable your account at any time.

4.6 Disposal of your Data

Under the regulations all tax and other data entered into our system is required to be kept for a minimum of 5 years by the Government of South Africa. You understand that we are therefore obliged to keep your tax and other data once it is entered into our system. Under no circumstances can we delete your data except if there is a court order requiring us to do so. We undertake not to disclose your data to any third party while it is in our custody. However, you also understand that we are obliged to act on any court order requesting any individual tax or other information kept in our system.

4.7 SARS E-Filing User ID and Password

By entering and leaving your SARS E-Filing details in our Website, namely your SARS User ID and Password, and/or other details, you declare that you are the authorised person to do so. In so doing you are giving the instruction to us to automate the SARS E-Filing and downloading facilities available at that time. You undertake to remove your SARS E-Filing details, such as the SARS User ID and Password, if you wish to withdraw from the automatic SARS E-Filing or downloading facilities after each SARS E-Filing or download.

4.8 Starting a New Tax Year

You understand that once you close the current tax year and have started the new tax year, all your previous tax year data will be frozen and cannot be amended or rolled back. You therefore accept that you will always make a thorough check on your complete tax year's data before you start the new tax year. South Africa Revenue Services [SARS] may from time to time make changes to their E-Filing Business Rules which may warrant that you amend your current tax year data in order to comply with their E-Filing requirements. You therefore understand that it is always better for you to complete your SARS E-Filing before you move to the new tax year.

By registering and using our Website you undertake to use these provided facilities solely for the above mentioned purposes.

5. Electronic Payments Arrangements

Different electronic payment providers may be displayed on our Website and you understand that these are only displayed for your convenience to access in order to make payments. We do not represent, nor are we Agents for, nor are we responsible for any of these financial providers.

You understand that in order for you to make electronic payments, be it credit card payments, EFT payments, fax payments or other electronic payment arrangements through our Website, you will need to make arrangements and agreements with a third party financial provider outside of our service. You should only use our payment software facility after you have set up proper arrangements and agreements with the financial provider. You further understand that we do not give any guarantee or warranty for any payment transaction you may make through our Website. The electronic payment service facility is again provided on an 'as is' and 'as available' basis.

6. Providing Pay Calculation, SARS E-Filing, and Downloading services

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

only, not Advice

You acknowledge that My Blue Apple Payroll provides only the facilities for you to calculate your payroll and other services as spelt out above. My Blue Apple Payroll does not provide any tax advice, legal advice, third party payments advice, nor does My Blue Apple Payroll provide or endorse any kind of financial or other advice but do advice on how to use My Blue Apple Payroll Website facilities.

Any statement, correspondence or incidental conversation between the staff of My Blue Apple Payroll and yourself, which could be seen or construed as a advice, is entirely between you and the individual staff member concerned. You agree that any advice given by any of My Blue Apple Payroll staff, or any statement you have seen in the My Blue Apple Payroll Website, either expressly or implied, whether or not under our letterhead, should be taken as purely a personal opinion and used at your own risk and we shall not be held responsible for any consequences arising or in connection thereof.

You further undertake that any final decision you make will not be based on any statement made by My Blue Apple Payroll or its staff. You will make your final decision only after consulting a suitable qualified legal expert, or tax consultant or IT consultant, etc.

You should attend computer training courses, or any other courses, which may be conducted by My Blue Apple Payroll or others, to learn how to use the Website facilities we provide, and/or other related Internet web sites such as SARS E-Filing, EFT Financial Payment Providers, and/or other web sites correctly. You may need to sign up for paid support provided by a third party to administrate and use the Website facilities we provide correctly.

The pre-set items in our payroll and other facilities are commonly used items to many users. They may not be applicable to you. It must not be construed that we are dictating or advising you on how you should run the payroll. You take full responsibility to check the pre-set items to see if the pre-set items are suitable for your use before you begin to use the facilities.

7. Limit on Data Checking

You acknowledge that we do not monitor, edit or review whether the data entered by you into

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

our facilities is correct. We have no control over the authority, the quality or safety of the data input and the data updates regardless of whether you are an employer user, an employee user, a bureau agent user, a client user, an appointed user, etc. You and you alone are responsible for the accuracy and completeness of your data | records. All liabilities howsoever arising as a result of errors, inaccuracies, omissions, or a lack of clarity in your data records, in so far as they attach to us, are excluded.

We are not involved in any transactions between you, your authorised users, your Agents, your Clients, your employees, SARS, your bank, EFT provider and others. Our service also excludes any investigation or payroll audit into your affairs by SARS, and also excludes inquiries.

8. Sign Up/Sign in Details

You undertake to keep your security Sign in ID, Password and Pattern Word and any other sign up and sign in details secret. You further undertake to change your Password regularly. If you do not know how to change your Password, you undertake to seek expert advice on how to do so from My Blue Apple Payroll only. You must not tell anyone these details or write them down in a manner that would allow someone else to use them and access your data. Never include your Password or Pattern Word in an E-Mail, fax, sms/mms or a letter. You understand that My Blue Apple Payroll will never ask you to enter your Password or Memorable Word on any other Website or letter or E-Mail. You will not tell anyone, including My Blue Apple Payroll staff, your Password or Pattern Word, or any sign up and sign in details over the phone, or by any other correspondence or E-Mail. Do not enter your Password and Pattern Word while someone else is watching. You must write to us immediately if you suspect that someone knows your sign in details and/or has accessed your data and it is your responsibility to make sure that My Blue Apple Payroll did receive your writing.

You accept that for reasons of data security My Blue Apple Payroll is not obliged to reply to any e-mail or letter, nor enter into any verbal discussion, regarding forgotten sign in details. If you forget your sign in details the only way for you to recover them is to click on the 'Forgot Sign In' button on our website and follow the on-line instructions.

9. User Undertaking and Responsibility

Like any other Internet based operation, this Website is exposed to the usual risks associated with using the Internet and we cannot absolutely guarantee the privacy of your company, client or employee details or data. As an employer or as an additional user you agree that given the risks mentioned above you must consult and explain the risks to your company, your employee's and your clients if you are a bureau before you use this website. When you use this website we will assume that you have already gone through a thorough consultation process with all persons concerned and have gained their consent before entering any of their data on

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

the Website. You agree to indemnify My Blue Apple Payroll for the consequences of any authorised and unauthorised entry of or changes made to employee or client data.

If you have been appointed as an additional user or any other user, you undertake that you will never disclose any details you have seen or come across relating to the employee's or client's personal details or pay details, or any details of the employer who appointed you, either by intention or by mistake. As an additional user or other user you agree that you will compensate the employee, the employer, and/or the client concerned, as well as the service provider of this website, for any consequential losses without limit if you are found to be in breach of the confidentiality and non disclosure undertaking.

10. Support Request

You understand that when you enable the Support Request function in our system you are inviting our Support Team to access your account. They will have the same access rights and functions as you have in every aspect, such as viewing and amending your employees', your clients', your clients' employees' data, from any Internet point be it in South Africa (Namibia users included) or abroad, over the Internet. This is because Support Requests from different users can be asking for support at any time and under any circumstances.

You understand that neither the system, nor anyone in My Blue Apple Payroll, will automatically disable the Support Request and it is entirely your responsibility as the initiator of the Support Request to disable the function whenever you find the Support Request is no longer required.

Given the possible risks entailed by the Support Request you undertake to first of all obtain the consent from all the payroll parties concerned, this includes your employees, your clients, your client's employees and anyone else related to you for the payroll services, before enabling the Support Request. Once you enable the Support Request we can only assume you have got the definite consent from the payroll parties concerned and you take full responsibility for the consent. We will not take responsibility for any risk or breach of confidentiality if you choose to use this function as a means of getting support.

11. Appointing Additional Users

If you appoint an internal or external additional user for payroll administration or SARS E-Filing or for auditing of accounts or any other purpose, then that additional user will have the same access rights as you do and will be capable of viewing and amending your company, your

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

clients and all employee details in all aspects from any Internet point be it in the office, at home, an Internet café, or even from abroad.

Given the above facts there could be a risk entailed by appointing an Additional User. It is entirely your responsibility to draw your own final conclusion as to whether you want to use this function. You undertake to take all the necessary precautions and get the consent from all the payroll parties concerned before you implement the Additional User function.

You accept sole responsibility for whoever you appoint as an additional user and you also accept that you will not hold My Blue Apple Payroll responsible in any way whatsoever for providing the facility which allows you to appoint an additional user.

12. Correspondence

Should there be any correspondence between you and any of our staff the views or opinions presented in any of our E-Mails or letters are solely those of the author and do not necessarily represent those of My Blue Apple Payroll. Any E-Mails you may send to My Blue Apple Payroll may be monitored by My Blue Apple Payroll for operational or business reasons.

Around 99% of computer virus is spread through E-Mails with attached files. For this reason, you agree not to send My Blue Apple Payroll any E-Mail containing attached files or any E-Mail containing linkages which may trigger a virus. You also understand that any E-Mail containing an attached file will be automatically rejected by My Blue Apple Payroll. My Blue Apple Payroll does not accept responsibility for any damages whatsoever that is caused by viruses being passed on.

My Blue Apple Payroll may from time to time send you important notifications to your registered E-Mail address regarding important data updates or security alerts. You undertake to check your E-Mail account for these notifications on a regular basis.

13. Internet Communications

Internet communications, including E-Mail, SMS and fax go through various ISP's and various Internet hubs before they reach you and therefore cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

incomplete, or contain viruses. You acknowledge that if you send personal data, pay slips, time sheets or any other data to us, your employees, your clients, or to anyone else via the Internet you are exposing this data to these security risks. My Blue Apple Payroll has no control over the security of data/emails once it leaves your server or our server and for this reason you accept that My Blue Apple Payroll does not accept legal responsibility for any data transmitted over the Internet.

14. Fees

14.1

You understand that My Blue Apple Payroll system which enables you to calculate the routine payroll, print pay slips, SARS E-File, End of Year IRP5's and any other returns on an "as is" and "as available" basis is only for employers who have entered into an agreement with My Blue Apple Payroll.

14.2

Currently the only charge we make to employers, who have entered into an agreement with My Blue Apple Payroll regardless of the number of employees, is to provide many options of reports and electronic filing of other returns for free but there is no guarantee that they will be free forever for those that have more than thirty five employees. We reserve the right to make changes to the charges for the use of any reports or any e-filing or electronic data transfer, statutory or otherwise, at any time, My Blue Apple Payroll will notice you in writing for those employers who have thirty five or more employees.

14.3

Services set by My Blue Apple Payroll currently available (January 2003) and additional services we may add from time to time, do not form part or is for free or is included in the signed employer agreement if it is not stated.

14.4

Training and support on how to use, manage and customise My Blue Apple Payroll is not included in the Service Agreement per employee, once off or as discussed included. We

reserve the right to charge you at any time for training and support we give. The amount to be charged for training and support will depend on the nature of the training, travel requirements and support required.

14.5 Recovering of User Sign In details

We reserve the right to impose a service fee for assisting you to recover your sign in details. The charge for recovering the sign in details will be as agreed in the Service agreement between you and My Blue Apple Payroll.

14.6

Any item that is not stated as free in our Price page / Service Agreement is chargeable even though the price has not been listed in the Service Agreement yet. Any item you need to pay for will be listed in the Service Agreement with the exact price you need to pay. For practical reasons we cannot spell out each and every free and chargeable item here in the (TOS) Terms of Service. You only need to pay for those items which we have stated in the Service Agreement.

14.7

You acknowledge that it is illegal to create multiple accounts for the same company or organisation, and you accept that My Blue Apple Payroll has the right to impose a penalty of R10 000.00 (ten thousand SA Rand) for each of the multiple accounts created. This is to prevent malpractice and any abuse of any free offer period or limit.

14.8

My Blue Apple Payroll may in its absolute discretion waive any charges and allow any free usage at any time, however if we do so, we will not be deemed to have waived the charges or fees on any other occasion. We reserve the right to change the published fees and charges and impose new charges, if any, at any time without notice.

15. Invoicing and Payment Terms

Unless otherwise stated, all fees are payable in South African Rand and all invoices are subject to 14% VAT at the prevailing rate and are payable before the specified due date. You agree that we may issue you with invoices in an electronic format by E-Mail or by placing the invoices in a place where you can print them at any time. As a user, you accept that these electronic invoices are My Blue Apple Payroll official invoices and you will undertake to print out the invoices

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

yourself if you require hard copies.

In the event of your payment not being received before the specified payment due date, My Blue Apple Payroll reserves the right to immediately suspend your use of the Payroll Facilities and retain any stored data until payment is received in full. My Blue Apple Payroll reserves the right to charge interest or additional costs on all accounts remaining unpaid after their due date. Should you decide to stop using the facilities, you acknowledge that you are liable for payment of all invoices up until the date you leave include the outstanding period set out in the Service Agreement.

We may request that payment should be made direct to My Blue Apple Payroll, or any other on-line payment service, to be further defined from time to time. Payments set out in the Service Agreement, is only payable by debit order. Any other payment method will allow My Blue Apple Payroll the right to impose a levy to cover the extra administration costs.

Our standard credit term is not 30 days, but minimum of 30 days upfront agreed upon in the Service Agreement.

16. Termination of Service

You agree that My Blue Apple Payroll in its sole discretion may terminate your password, your account (or any part thereof), or use of the Payroll and its facilities, and remove and discard any content within the Website and its facilities, for any reason, including without limitation, a lack of use, or if My Blue Apple Payroll believes that you have violated or acted inconsistently within the letter or spirit of the Terms of Service. You agree that if My Blue Apple Payroll exercises its right to terminate its facilities to you, its decision is final and you have no right to appeal. You also agree that there will be no compensation of any kind for losses or inconvenience arising out of the termination of the use of My Blue Apple Payroll or its facilities. My Blue Apple Payroll also reserves the right to withdraw either the whole or part of the Payroll service and its facilities at any time, with or without notice or reason to any of its users/employees.

17. Security

You understand that you should never leave your computer whilst you are signed in to My Blue Apple Payroll System. Always sign out from our Payroll System and its facilities whenever you are not using them. If using a public or shared computer, for example at an Internet cafe, you must undertake to sign out and close down any browser windows when you have finished using

our Payroll and its facilities.

You undertake to update your postal address details and identity details on our Payroll System immediately as they change. Recovered sign in details will be printed onto normal open plain paper without any additional security coating cover of any kind on top. My Blue Apple Payroll does not provide the facility for coated protected printouts. They will only be posted to your given postal address in a plain ordinary envelope. We reserve the right to impose identity checking procedures and will not entertain any postal address other than the address you or your employee/agent have entered and stored in the Payroll System. You agree that when My Blue Apple Payroll posts you any details, My Blue Apple Payroll does not take any responsibility for postal and postal associated problems. You accept the risks involved in the way the recovered sign in details are communicated to you.

You expressly acknowledge and agree that any material and/or information downloaded or otherwise obtained through the use of our Website/Payroll System and its facilities is done at your own discretion and risk and that you shall be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

18. Exclusion of Liability

Whilst My Blue Apple Payroll has taken reasonable steps to ensure the accuracy, timeliness, availability correctness, fitness for purpose and completeness of the information contained on the Website and Payroll as its facilities, information is provided on an "as is" and "as available" basis without any warranty of any kind, whether express or implied. My Blue Apple Payroll shall not be liable for any indirect, consequential, incidental damage or loss of any kind including loss of business, profits, chargeable time, anticipated savings, goodwill, any business interruption or loss of or corruption of data, however caused and whether arising under contract or tort, including negligence, statute or otherwise. The use of the Website/Payroll and its facilities is at your sole risk. In all events, no liability will be held even if My Blue Apple Payroll had been advised of the possibility of damages. We do not represent or warrant that the Website/Payroll and its facilities will be available and will meet your requirements. We do not represent or warrant that the Website/Payroll and its facilities shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this Website and its facilities by unauthorised third parties. We do not represent or warrant that access to the Website/Payroll and its facilities will be free from delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for ensuring you have adequate protection and to undertake reasonable and appropriate precautions to scan for computer viruses or any other destructive properties. We make no representations or warranties regarding the accuracy,

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

functionality or performance of any third party software that may be used in connection with the Website/Payroll and its facilities.

We shall not be liable to you in respect of any circumstances arising outside of our reasonable control.

If any exclusion, disclaimer or other provision contained in this Terms of Service is held to be invalid for any reason by a court of competent jurisdiction and we become liable for loss or damage that could otherwise be limited, such liability whether in contract, tort or otherwise, will not exceed the fee actually paid by you for the facilities.

You accept that should there ever be any compensation paid to you for any reason, the total accumulated amount of all the compensation paid will never be more than the total amount you or your organisation have paid to My Blue Apple Payroll. The issue of compensation cannot be subject to any arbitration or jurisdiction. It is solely at the discretion of My Blue Apple Payroll and the decision of My Blue Apple Payroll is final. The payment of, one compensation for whatever reason, at the sole discretion of My Blue Apple Payroll, is paid on a one off basis, and this cannot be construed as a precedent for any other payment.

19. Third Party Sites

The Website and its facilities may contain links to other sites not maintained by My Blue Apple Payroll. We are not responsible for the content of these third party sites. By accessing other websites through links provided by My Blue Apple Payroll, you agree to the following: -

Independent providers have produced the material available on these sites. Any opinions or recommendations are solely those of the independent providers and are not the opinions or recommendations of My Blue Apple Payroll. My Blue Apple Payroll cannot guarantee the timeliness, accuracy, adequacy, or completeness of any such information. The materials and information you may find on these third party sites are provided on an "as is" basis without warranty of any kind, either express or implied, including without limitation any warranty for information, services, or products provided through or in connection with My Blue Apple Payroll Website and any implied warranties of merchantability, fitness for a particular purpose, expectation of privacy or non-infringement. My Blue Apple Payroll will not be held liable for any damages or injury resulting from the use of linked sites.

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

The Website may also contain material submitted and created by third parties. We do not make any recommendation or endorsement as to any service or product or to any material, including advertisements, submitted by third parties to our Website. My Blue Apple Payroll excludes all liability for any illegality arising from, or error, omission or inaccuracy in such material.

20. Advertisements

In consideration of your use of the Service, you agree that My Blue Apple Payroll reserves the right to place any advertisement on any page and any where on the page in our Website, at any time.

Your correspondence or dealings with, or participation in promotions of, advertisers and merchants found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or merchant, to the fullest extent permitted by applicable law, you agree that My Blue Apple Payroll shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers and merchants on the Service. Any orders placed by you are subject to confirmation by, and the terms and conditions of business of, the relevant Merchant.

21. Third Party Rights

In the event that you have any right, claim or action against any other user arising from that user's use of the Website and its facilities, you agree to pursue such right, claim or action independently of and without recourse to us, and you release My Blue Apple Payroll from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

A person who is not a party to this Terms of Service and the Service Agreement has no right under the Contracts (Rights of Third Parties) South African Act to enforce any term of this Terms of Service but this does not affect any right or remedy of a third party specified in this Terms of Service or which exists or is available apart from that Act.

22. Governing Law

This Terms of Service shall be governed by and construed in accordance with English, under South African Laws and subject to the exclusive jurisdiction of South African English courts.

23. Licensing and Copyright

My Blue Apple Payroll does not own the copyright of this payroll calculation software and its related e-filing system. This software is used under license. How the software is being used to structure the service we offer is entirely our responsibility and nothing to do with any third party concern. How the business is to be conducted between you and My Blue Apple Payroll is spelt out in the Terms of Service and Service Agreement and is also entirely My Blue Apple Payroll responsibility and it has nothing to do with the Licensor.

You acknowledge that My Blue Apple Payroll is the service provider of the Website and Payroll System but not the copyright holder of the software. My Blue Apple Payroll has been granted a non-exclusive license to use the software to provide services on the Website on an "as is" basis. Insight IT Ltd is the copyright holder and other intellectual property rights holder of the software of this Payroll System. Insight IT Ltd, the licensor, does not give any warranty express or implied (including, but not limited to, any express or implied warranties as to fitness for purpose, suitability, accuracy and completeness of content, quality and availability), relating to your access and use of the Payroll and its services, to the maximum extent permitted by applicable law.

The software mentioned above includes the business work flow, the business logic, the source code of the software, the calculation engine, the

server hosting software, the auto administration system for collecting payments, the sign-up and sign-in to the software system, various screen pages design, the reports, the roll-back system, the multi user system, the employee Internet accounts, the E-Filing system, the downloading system and the reminders for the users usage of the software, etc.,

The copyright for the payroll software belongs to Insight it Ltd and does not include the software of the website design, the colours, the logos, the icons, the marketing materials, the advertisement design, the database software package, the customer support system, all the links, the help files the secure mail system, but include the security set up arrangement system on how to access and protect the users data and any help and support etc.

If any customisation and/or modification of the non-exclusive licensed software or My Blue Apple Payroll software is warranted, whether the original idea and design for customisation

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

and/or modification comes from you or from others, you agree that the copyright of the customised and/or modified software remains with My Blue Apple Payroll. All software is licensed, not sold.

All rights reserved. Reproduction, copying, usage, modifying, hiring, renting, public performance, transmission and/or broadcasting in whole or in part of the various Software or web page/s is prohibited Without The Written Consent Of: My Blue Apple Payroll. You may not reverse engineer, decompile, or disassemble the software, except and only to the extent that such opportunity is expressly permitted by applicable South African Laws notwithstanding this limitation.

24. Other

No one may link any other web site to the Website or Payroll, without the Prior Written Permission from My Blue Apple Payroll.

The names and logos of other companies and products mentioned on the Website may be the trade marks of third parties, including our business partners and are used by us with the permission of their respective owner(s). All trade names and trademarks are the property of their respective companies.

This Terms of Service constitutes the entire agreement between you and us in relation to the Website and its facilities and the license, and supersedes any other oral or written communications with respect to the Website and its facilities.

All rights reserved.

Privacy Policy of Blue Apple Payroll

A. Introduction - What this Privacy Policy covers

This document sets out how we handle your data. You should read it in conjunction with our Terms of Service and Service Agreement, of which this Privacy Policy forms part. At My Blue Apple Payroll, we are committed to protecting your privacy. We recognise that your data is of a highly sensitive nature and should be kept confidential At All Times. Please read on for more details on our Privacy Policy. This will explain My Blue Apple Payroll obligations to you and your obligations to My Blue Apple Payroll in relation to security and privacy issues on the My Blue Apple Payroll Website/Payroll System and its facilities. Please note that this policy does not apply to any company or person outside My Blue Apple Payroll.

B. Acceptance of our Privacy Policy

This Privacy Policy applies to and governs your use of our, My Blue Apple Payroll and web site and its facilities and services (the "Website").

Please do read through and understand our Privacy Policy carefully. By accessing, browsing or using our Website and any of its facilities, content or information, you unreservedly indicate your agreement to be bound by our Privacy Policy. If you do not agree with our Privacy Policy as set out below, please do not use our Website and its services. If you wish to write to us regarding our Privacy Policy, or to remove yourself from the services, you agree that you will notify us in writing using registered post to our given address as stated in the Website.

C. Data Collection and Use

My Blue Apple Payroll collects personally identifying information when you sign up with us. We will ask for your full name, Company Name, registered number, legal entity, address, E-Mail address, SA Identification number, Passport Number, driving license detail and other information we may decide from time to time. Once you sign up with My Blue Apple Payroll and subscribe to our services, you are not anonymous to us.

Our Website acts as a venue where you can make use of our facilities to calculate your payroll, E-File your documents to SARS etc. At the same time, you may make use of the Payroll System to store, to view and to print out the documents relating to the pay calculation, E-Filing and downloading, and carry out other payroll related activities that may be added from time to time as we think suitable.

You understand that any data you enter on our Payroll System and its facilities is collected for the purposes mainly of payroll calculating, E-Filing and downloading activities and other associated activities, paid or unpaid. This data will include but is not restricted to your employees and clients personal data such as, name, address, date of birth, Nationality, medical aid, UIF, Tax numbers, SETA and pay history, etc.

You also understand that we may use the data given by you for some general purposes such as to customise the advertising and content you see, based on the details given by you and your activity on our Payroll System, to fulfill your requests for certain products and services, and to

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

contact you about specials, new products, promotions and for customer feedback.

We undertake to design our system in such a way to minimise the use of personal data. You acknowledge that My Blue Apple Payroll has the right to scan the user database when required for administrative, advice and invoicing purposes whenever My Blue Apple Payroll deems it necessary.

D. Consent for Data Collection and Use

You undertake to seek the consent of your employees and your clients before entering any of their personal data on the My Blue Apple Payroll System/Facilities. You will also undertake to inform all those employees, and clients who consent to having their personal data stored on My Blue Apple Payroll System, exactly what data will be stored, and for what purposes it is stored.

E. Disclosure and sharing of your Data

We undertake not to sell, trade, rent or share any personally identifiable information to others. We will send your personally identifiable information to others only if;

- We have obtained your express consent to share the information.
- We need to share your information to provide the service or product you have requested, paid or unpaid.
- We need to send the information to others who work on behalf of My Blue Apple Payroll to provide a service or product to you.
- We find that your actions violate the terms of our Terms of Service and Service Agreement or any of our usage guidelines.
- Our company is subject to a take-over or merger in which case the information will be disclosed to the new owners on the understanding that they will protect the information and only use the information in substantially the same way as previously.
- We must respond to a South African Court Orders ONLY and any other legitimate request by South African Authorities with which we must comply.

F. Reviewing your Data

You acknowledge that apart from data format validation checks, My Blue Apple Payroll does not monitor, edit or review whether the data provided by you is correct. We have no control over the authority, the quality or safety of the data input. You and you alone are responsible for the accuracy and completeness of your records.

You can edit your stored data at any time by signing in to your account and making the necessary changes. You can also request the deletion of your account by contacting My Blue Apple Payroll in writing by registered post to the address given on our Website. We undertake to stop processing your data upon receiving notification in writing and sent to us by registered post of your objection. We reserve the right to regularly delete any data that we deem is out of date or no longer required.

G. Confidentiality and Protecting your Data

We are fully committed to taking reasonable steps in the circumstances applicable to us to protect the security and privacy of any information or data submitted to our Website and its facilities. We undertake to adopt appropriate physical, electronic and procedural measures to protect personal data collected or stored on our Website and its facilities. We also use the appropriate Internet security protocol that we deem suitable to create a protected connection between you and our servers so that your data can be confidentially sent and retrieved.

Whilst we undertake to maintain the highest possible levels of security practicable to protect data it should be realized that no data transmission over the Internet or information storage technology can be guaranteed to be 100% secure, and there is always some risk of unauthorised access. My Blue Apple Payroll cannot be held liable for any breach of security on your computer operating system. Any information submitted to us is done so at your own risk.

We limit access to personal information about you to those My Blue Apple Payroll employees who we believe reasonably need to come into contact with that information to provide products or services to you or in order to do their jobs.

Whilst we have security measures in place to protect your data, it remains your responsibility to keep your sign in details secret and to sign off from the My Blue Apple Payroll System when you are not using it.

H. Use of IP Addresses and Cookies

IP addresses; for security purposes My Blue Apple Payroll automatically records the IP address of your computer each time you visit our Website and Payroll System.

Blue Apple Partner Payroll Privacy Policy T&C

Written by BlueApplePartner Payroll

Sunday, 14 February 2010 22:56 - Last Updated Thursday, 10 July 2025 15:35

Cookies; Cookies are small text files that we can transfer to your computer through your Web browser to enable our systems to 'remember' who you are and to provide personalised features. My Blue Apple Payroll may set and access cookies on your computer. For example, a cookie would be used if you wish your computer to recall your sign in ID each time you visit our Website and Payroll System. You may at any time turn off cookies in your browser.

My Blue Apple Payroll does allow other companies that have advertisements on our Website to set and access their cookies on your computer. Other companies' use of their cookies is subject to their own privacy policies. Advertisers or other third parties do not have access to My Blue Apple Payroll cookies.

i. Links to Third Party Sites

Our site contains links to other web sites. My Blue Apple Payroll is not responsible for the privacy practices, or the content, of these web sites. We recommend that you examine the privacy policies of these third party web sites to understand their procedures for collecting, using, and disclosing your information.

J. Changes to our Privacy Policy

My Blue Apple Payroll reserves the right to change the content of this Privacy Policy at any time without prior notice. If we decide to change our Privacy Policy, we undertake to post any changes on this page so you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Therefore, you should check the Privacy Policy each and every time to decide whether you want to continue your account and your access to the Website and its facilities.

K. Questions, Suggestions and Communications

If you wish to make a serious complaint to us regarding our Terms of Service and/or Privacy Policy, and/or anything relating to our services, or to remove yourself from the services, you agree that you will notify us in writing and communicate the writing to us only by registered post to our given address as stated in the Website. We do not accept E-Mailed or faxed communications on serious matters.

Updated on: 10 July 2025

Blue Apple Partner Payroll Privacy Policy T&C

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