

# KickStart Terms and Conditions

Last Updated: 23/06/2025

Please read the following Terms and Conditions to familiarise yourself with the content thereof.

By using this Website or any part thereof, you indicate that you have read and accepted our Terms and Conditions and agree that you have no expectation of rights or ownership to the Product or Service of KickStart.

We reserve the right to change the Terms and Conditions, and continued usage means you are aware and informed of any changes made to the Terms and Conditions.

Should you not accept or agree with the Terms and Conditions, do not access or use our Software.

## 1. SERVICE

KickStart is a marketplace application developed by SmartPractice (Pty) Ltd and falls under its authority. The App is designed to integrate with Sage and SmartPractice and delivers communications tools between the Client and his Clientele.

## 2. DEFINITIONS

- 2.1 "Account" means a designated username and password linked to a UserID which enables a User to sign into a specific account that has specific information related to and belonging to the Client.
- 2.2 "Agreement" means this Agreement to which the Client consents.
- 2.3 "Application/App" means KickStart marketplace application that is specifically designed and developed by SmartPractice to integrate with Sage and SmartPractice when used as a proposal manager and communication tool for Clientele.
- 2.4 "Client" means the registered tax practitioner, as an individual or a legal entity, as the case may be, who enters into this agreement with SmartPractice.
- 2.5 "Clientele" means the client of the Client, on whose behalf he delivers an accounting service.
- 2.6 "Intellectual Property" means patents (whether registered or unregistered), designs and manufacturing techniques, specifications and formulae, know-how, copyright, data systems and processes, production methods, trade secrets, trademarks, undisclosed inventions, confidential information and includes all future additions or improvements to that Intellectual Property.
- 2.7 "Losses" the meaning includes, but is not limited to, direct, indirect, incidental, special, exemplary or consequential losses and or damages and or costs and or expenses.
- 2.8 "Product" means the KickStart App, software and any online tools the Client uses;
- 2.9 "Service" means the tools available on KickStart to the Client that assist in proposal management, including pricing, terms and conditions of services and engagement letters.
- 2.10 "SmartPractice" means SmartPractice (Pty) Ltd, a private company with limited liability registered in accordance with South African law.
- 2.11 "User(s)" means the Client and his employees, authorised to act on the Client's and Clientele's behalf, who use this Service.
- 2.12 "Website/Site" means [smartpractice.co.za](http://smartpractice.co.za) and includes other modules or apps under the authority of SmartPractice (with or without their own domain), including any portals or links provided through the Site.

## 3. GENERAL

- 3.1 The reference to "he/him" is inclusive of all genders and singular or plural as the case may be.
- 3.2 Reference to a person includes a legal entity where applicable and vice versa.

## 4. SCOPE OF SERVICE

- 4.1 This App provides a digital platform for Clients to initiate and determine the scope of services with the Clientele. The App is designed to complement services already available on SmartPractice and integrate with SmartPractice and Sage for easy flow of first contact information.
- 4.2 The Client has a choice of different enterprise packages and may upgrade at any stage.
- 4.3 This is a non-exclusive and non-transferable Service.
- 4.4 No customisation or additional training of the Service is included in the pricing.
- 4.5 Any customisation or additional training of the Service shall be a separate agreement by the Client and SmartPractice.
- 4.6 SmartPractice is only in a contractual Agreement with the Client and not any of the Clientele.

## 5. MISUSE OF THE SITE OR SOFTWARE

- 5.1 Should any of the Users breach any of the provisions in this Agreement, SmartPractice reserves the right to:
  - 5.1.1 Claim damages from the Client and or the User or both as the case may be;
  - 5.1.2 Reserve the right to lay criminal charges;
  - 5.1.3 Suspend the Service with immediate effect and hold the Client responsible for full payment of any outstanding monies.
- 5.2 SmartPractice shall not be liable for any Losses resulting directly or indirectly from the misuse of the Site or Service or caused by the use of KickStart.

## 6. WARRANTIES BY USER

- 6.1 By using this App, you warrant the necessary authority and right to enter into the Terms and Conditions and to fulfil the contractual obligations.
- 6.2 The Client warrants that all Users under his direction, employment or contract are aware of the legal obligations of the Terms and Conditions and accept responsibility to ensure their legal compliance with the Terms and Conditions.

## 7. RESTRICTION OF USE

- 7.1 Users may not use the Site for any illegal, harmful or unlawful purposes.
- 7.2 No User may add in any way or form software containing any code, files, programmes or links to the existing App or through any of the communication tools available on the Site.
- 7.3 No User may add, alter, forge, frame, insert or manipulate any of the contents or code of the App or digitally send any contents that may contain a software virus that may interrupt, destroy or compromise the App or Site or its functionality, including reverse engineering.
- 7.4 No User may use or attempt to use technology or applications, including, but not limited to, web crawlers, robots or web spiders or any code to search, collect or copy or extract content from the Site or the App.
- 7.5 All Intellectual property belongs to SmartPractice and may not be copied or used in any manner or way whatsoever without the prior written consent of SmartPractice.
- 7.6 Only authorised Users may log in to an Account.

## 8. LIMITATION OF THE SERVICE AND NON-LIABILITY CLAUSE

- 8.1 KickStart can only connect with an internet connection and internet data. This is not included in the Service.
- 8.2 It is the User's responsibility to ensure sufficient support to access the Service and maintain it.
- 8.3 SmartPractice does not verify any information on the Site, and it remains the responsibility of the User to ensure the correctness of all communication received or sent.
- 8.4 The Agreement is only between the Client and SmartPractice and does not include any contractual rights or obligations towards the Clientele or between the Client and his Clientele.
- 8.5 SmartPractice is not liable for any missed deadlines or late submissions by the Client or incorrect information submitted, and is not liable for any Losses that may arise as a result of it.
- 8.6 KickStart functions only as a supplementary tool in the business management of the Client. It remains the duty of the Client to ensure all information received from SmartPractice or any tool, including KickStart and any information sent to any party, including Sage, Clientele and SARS, is correct and indeed sent and or received by said party.
- 8.7 SmartPractice is not liable for any failure to submit, receive, send or access any information or any delay in the submission, receipt, send or access of information and any Losses that may arise from it, including civil actions against or by the Client.
- 8.8 The use of this Service is at the risk of the Client.
- 8.9 Nothing in this Agreement denies the Client of any remedy available to him in accordance with the Law.

## 9. INFORMATION

- 9.1 KickStart only uses information necessary for the purpose of providing the Service to the Client.
- 9.2 No additional information is stored or retrieved, or sold to third parties.
- 9.3 KickStart integrates with Sage and SmartPractice and allows for the exchange of personal information.
- 9.4 SmartPractice is POPIA compliant, and reasonable steps are taken to ensure that data is protected. For further information, kindly see our Privacy Policy.
- 9.5 In the event the Account is suspended or deleted, SmartPractice carries no obligation to give access to the account in order to obtain information.

## 10. ACCESS TO PROFILE

- 10.1 The Client uses the same client ID and password on the KickStart App as what is used for his SmartPractice profile.
- 10.2 It is the responsibility of the Client to keep the username and password confidential.
- 10.3 The Webmaster, Installation Specialist, Support Agents, Data Administrators and Support Team of SmartPractice have access to the Client profile as well as information of the Clientele for purposes of maintenance, debugging and any other system corrections applicable.
- 10.4 SmartPractice reserves the right to appoint Third Parties to assist in the repair or maintenance of the Product or Service.
- 10.5 Any request for support may require SmartPractice to access the Account of the Client.

## 11. PERMISSION TO RECEIVE COMMUNICATION

- 11.1 By using this Website or Service or any part thereof, the Client and his Users give permission to receive newsletters, surveys and pop-up information and marketing emails.
- 11.2 Reviews or compliments given in written form may be used on this Site or the SmartPractice website to promote the Service.
- 11.3 This permission given in 11.1 and 11.2 may be revoked at any time by written request to the Information Officer at [hugo@smartpractice.co.za](mailto:hugo@smartpractice.co.za)

## 12. PAYMENT

- 12.1 The Client will be invoiced monthly by SmartPractice, and the amount either debited from a bank account provided by the Client or electronically transferred within 30 (THIRTY) business days of receiving the invoice.
- 12.2 The invoice shall be deemed received by the Client on the date and time it is sent from the SmartPractice, unless the invoice is returned as mail not delivered.
- 12.3 The amount to be deducted shall be determined by the services used by the Client.
- 12.4 Insufficient funds to debit the amount on the invoice shall immediately suspend access to the Service.
- 12.5 The Client shall lose any active proposal credits left on his account, with no refund, in the event the Account is terminated.
- 12.6 Upon payment of the arrear amount and reflection thereof in the account of SmartPractice, the profile shall immediately be available again to the Client.
- 12.7 No documents or correspondence or any privileges will be available during the time of suspension to the Client, and SmartPractice has no right or responsibility to inform the Client of any information received during a suspension period.
- 12.8 If the Client does not remedy payment after 60 (SIXTY) days of non-payment, the profile on KickStart shall be removed and deleted, inclusive of all documents, reminders or correspondence, and SmartPractice is not liable for any Losses incurred due to non-payment and lost information.

## 13. TERMINATION OF SERVICE

- 13.1 The Client can give 30 (THIRTY) days' written notice to [cancellations@smartpractice.co.za](mailto:cancellations@smartpractice.co.za) to cancel subscription to the Service.
- 13.2 No correspondence or documents will be saved after termination of the Service, and it is the responsibility of the Client to remove it before terminating the Service. SmartPractice takes no responsibility for any Losses suffered due to documents not being removed or saved in an alternative manner after termination.
- 13.3 The Service may be resumed again any time after termination, but all information on the Account shall be lost.
- 13.4 If a profile is terminated by the Client during a suspension period, the amount in arrears must first be paid up before the Client wishes to resume the Service again.
- 13.5 SmartPractice reserves the right to terminate the Agreement:
  - 13.5.1 With 30 (THIRTY) calendar days' written notice to the Client; or
  - 13.5.2 Immediately and without notice in cases of serious or repeated misuse of the Service, breach of the Terms and Conditions or KickStart and SmartPractice or non-compliance with legal obligations created by the Agreement.