

# IS IGNITE ESET Terms and Conditions

## 1. Definitions

Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

In these terms unless the context clearly shows a contrary intention:

- 1.1 "Access Product" means your Internet subscription package;
- 1.2 "ESET NOD32 AV" means the EST NOD32 Anti Virus Software;
- 1.3 "ESET Fee" means the service fees specified on the IS Ignite website;
- 1.4 "ESET Smart Security" means the ESET Smart Security Software;
- 1.5 "Service" means the provisioning of the Software by us to you;
- 1.6 "Software" means ESET NOD32 and/or ESET Smart Security products as selected by you on the IS Ignite website;
- 1.7 "Territory" means the Republic of South Africa.

## 2. Requirements for the use of the Software

- 2.1 You are required to be an IS IGNITE Subscriber.
- 2.2 Your subscription fees have to be paid up to date.
- 2.3 You are required to have the following hardware in place: Win Vista/XP/2000/7 AMD/Intel Pentium or compatible 512MB RAM 300 MB available hard disk space (recommended).
- 2.4 You have to uninstall any current anti-virus software on your personal computer.
- 2.5 You are required to download the Software via a link sent to you by IS IGNITE.
- 2.6 You are required to install the application correctly.

## 3. Provision of the Service

- 3.1 We will make the Service available to you once you have inserted the license key into the downloaded Software.
- 3.2 You will receive automatic updates on a regular basis, subject to the condition that you maintain an active internet connection.
- 3.3 If your license has been deactivated for whatever reason you will no longer receive updates.

## 4. Terms and Conditions of Use

Your use of the Service is subject to the following terms and conditions:

- 4.1 The Software may only be downloaded on personal computers.
- 4.2 The download of the Software may cause other utilities to be automatically removed or disabled and you will assume the risk for all damages, losses and expenses associated with the removal of such other utilities.
- 4.3 The Software may not be distributed, copied, modified or altered in any way.
- 4.4 You may not reverse engineer, decompile, or disassemble the Software or any part thereof.
- 4.5 You may not permit any third party to benefit from the use or functionality of the Software, via timesharing, service bureau or any other arrangement.
- 4.6 You may not remove any copyright or other proprietary notices contained thereon.
- 4.7 IS IGNITE reserves the right to revoke the authorisation to download or to receive updates at any time, and any use shall be discontinued immediately upon written notice from IS IGNITE.
- 4.8 The rights granted to you herein constitute a non-exclusive, non-transferable licence and not a transfer of title.

## 5. Payment

- 5.1 Should you select the ESET NOD32 AntiVirus product only, we will provide the download file of the ESET NOD32 Antivirus to you.

5.2 Should you select the ESET Smart Security product we will charge the ESET Smart Security Fee to your IS IGNITE account and thereafter monthly in advance on the first day of each calendar month. This ESET NOD32 Fee will not be pro rated.

5.3 You can download the Software onto multiple computers however the license key which is required to activate the Software will only work on one computer at a time.

5.4 It lies within the discretion of IS IGNITE to increase the ESET Fee on 30 (thirty) days notice to you.

5.5 You will effect payment of all fees due to us as contemplated herein.

5.6 Should you fail to make payment of the ESET Fee to us as contemplated herein or should you be in breach of the Agreement, you will not receive any further auto updates. You will accordingly not be protected against new and emerging threats.

## **6. Termination**

6.1 Should you cease to be an IS IGNITE Subscriber your use of the Service and the Software will terminate.

6.2 In the event of a termination for whatever reason you will have the option to purchase a software license directly from an ESET supplier, such license and contractual relationship to lie between you and such supplier directly.

## **7. Disclaimer for Download**

7.1 The downloading and use of the Software is done entirely at your own discretion and risk. You assume full responsibility for any damage to your personal computer or loss of data resulting from the downloading of the Software. No advice or information, either written or oral, from IS IGNITE to you will constitute any warranty of any nature.

7.2 Without limiting the foregoing, we will not be liable for:

7.2.1 any malfunction, or other failure of the Software, for whatever reason;

7.2.2 any loss or damage with regard to data or other data directly or indirectly caused by computer viruses or destructive code on the Software or on our supplier systems or negligence on our part; and

7.2.3 any event over which we have no direct control.

7.3 IS IGNITE warrants that it has licensed the Software from the proprietor of the software, through an authorised reseller.