



Table of Contents

1. Service
2. Definitions
3. General
4. Scope of Service
5. Misuse of the site or software
6. Warranties by user
7. Restriction of use
8. Limitation of the service and non-liability clause
9. Information
10. Access to profile
11. Permission to receive communication
12. Payment
13. Termination of service

Terms and Conditions for the Use of DreamTax

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. 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

DreamTax is a Marketplace application developed by SmartPractice (Pty) Ltd and falls under its authority. DreamTax offers direct SARS eFiling integration and is a digital Communication and exchange service between SARS and the Client, as well as bulk communication for the Client and his Clientele.

2. DEFINITIONS

- 2.1 “Agreement” means this Agreement to which the Client consents.
- 2.2 “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.
- 2.3 “Communication” means and includes any Information or notices, or queries sent or received to and from the Client or Clientele or SARS.
- 2.4 “Information” means financial data in digital form related to the Client’s financial obligations to SARS and includes, where relevant, Communication requested or offered by or to SARS from the Client or Clientele.
- 2.5 “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.
- 2.6 “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 and should be read to include any Communication sent or received.
- 2.7 “SARS” means South African Revenue Service.
- 2.8 “Service” means the digital platform that SmartPractice provides for the Client to integrate and communicate with SARS and its Clientele.
- 2.9 “SmartPractice” means SmartPractice (Pty) Ltd, a private company with limited liability registered in accordance with South African law, and reference to SmartPractice includes DreamTax and vice versa, where applicable.
- 2.10 “Clientele” means the client of the Client, on whose behalf he delivers an accounting and or tax service.

- 2.11 “User(s)” means the Client and his employees, authorized to act on the Client’s and Clientele’s behalf, who use this service.
- 2.12 “Website/Site” means www.dreamtax.co.za and includes 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.

4. SCOPE OF SERVICE

- 4.1 This Website provides a digital platform for Clients and Users to integrate with SARS for tax-related purposes and to store, manage, access and communicate financial information, data and compliance requests.
- 4.2 This is a non-exclusive and non-transferable Service.
- 4.3 No customisation or additional training of the Service is included in these Terms and Conditions.
- 4.4 SmartPractice is only in a contractual Agreement with the Client and not any of the Clientele.

5. MISUSE OF THE SITE OR SOFTWARE

- 3.1 Should any of the Users breach any of the provisions in this Agreement, SmartPractice reserves the right to:
 - 3.1.1 Claim damages from the Client and or the User;
 - 3.1.2 Reserve the right to lay criminal charges;
 - 3.1.3 End the subscription without notice.
- 3.2 SmartPractice shall not be liable for any losses resulting directly or indirectly from the misuse of the Site or Service.

6. WARRANTIES BY USER

- 6.1 By using this Site, you warrant the necessary authority and right to enter into these Terms and Conditions and to fulfil the contractual obligations.
- 6.2 The Client warrants that Clientele are aware that Information is shared through DreamTax for purposes of rendering the Service.
- 6.3 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 post any software containing any code files, programmes or links without prior written permission from DreamTax.
- 7.3 No User may add, alter, forge, frame, or manipulate any of the contents or code of the Site or post any contents that may contain a software virus that may interrupt, destroy or compromise the 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.
- 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 DreamTax can only connect with an internet connection and internet data. This is not included in the Service.
- 8.2 It is the Client's responsibility to ensure sufficient support to access the Service and maintain it.
- 8.3 DreamTax does not verify any information sent or received 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 It is imperative that the Client and his Clientele are aware that all submissions must be uploaded 48 (FOURTY-EIGHT) hours before any deadline given by SARS.
- 8.6 SmartPractice is not liable for any missed deadlines or incorrect information submitted, and any Losses that may arise from it.
- 8.7 SmartPractice is not liable for any late submissions or miscommunications between SARS and the Client or Clientele and cannot be held responsible for any Losses.
- 8.8 DreamTax takes no responsibility or liability for any errors caused by the delayed, late or non-receipt of communication or data sent or received to or from SARS.
- 8.9 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.
- 8.10 The use of this Service is at the risk of the Client.
- 8.11 Nothing in this Agreement deprives the Client of any remedy available to him in accordance with the Law.

9. INFORMATION

- 9.1 DreamTax 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 DreamTax integrates with SARS 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 DreamTax uses a third party for payment of our associated fees. By using this payment method, you must adhere to the policies of the third party.

10. ACCESS TO PROFILE

- 10.1 The Client uses the same username that is registered with SARS, and when applicable, SARS will generate an activation key.
- 10.2 DreamTax does not have access to the password of the Client, only the username and activation key.
- 10.3 It is the responsibility of the Client to keep the username and password confidential.
- 10.4 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.
- 10.5 SmartPractice reserves the right to appoint Third Parties to assist in the repair or maintenance of the Product or Service.
- 10.6 Any request for support may require DreamTax to access the Account, and by using the Service, the Client consents.

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 may be revoked at any time by written request to the Information Officer at support@smartpractice.co.za

12. PAYMENT

- 12.1 Clients purchase credits in advance using a bank card via a secure third-party payment provider. These credits are used to complete submissions on DreamTax. No monthly invoices will be issued automatically; however, a record of credit purchases and usage is available for download from the DreamTax interface.
- 12.2 If a Client does not have sufficient credits, they will retain access to the DreamTax interface but will be unable to perform any actions, including making submissions, until additional credits are purchased.
- 12.3 Any credits for the IRP6 service that are not depleted upon suspension or termination of the Service will be forfeited.

13. TERMINATION OF SERVICE

- 13.1 The Client can give 30 (THIRTY) days' written notice to support@smartpractice.co.za to cancel the 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 them 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 at any time after termination.
- 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.