

## General Terms and Conditions

### **1. Scope of these General Terms and Conditions:**

These General Terms and Conditions (hereinafter the “*Terms*”) apply to any service provided by Square Accounting Ltd (hereinafter “*Square Accounting*”) to its clients (hereinafter the “*Client*”), whether the Client has entered into relation with Square Accounting directly or by way of any intermediary, and whether it is Square Accounting or another person that performs the service.

These Terms may be completed by specific conditions, as specified in clause 2.2. below.

Should these Terms be in conflict with the specific conditions, the specific conditions shall always prevail on the Terms.

### **2. Scope and nature of the services provided by Square Accounting:**

2.1. Square Accounting provides consultancy and accounting-related services in Mauritius.

2.2. The exact and complete scope of services provided by Square Accounting to the Client, as well as the corresponding billing method, fees, costs and other specific conditions are defined in the “*Proposition of services*”, which is sent to the Client by Square Accounting, and which is explicitly or tacitly accepted by the Client.

The *Proposition of services* is always made in a written form, such as a document, E-mail or any other kind of electronic written communication / record sent to the Client. The *Proposition of services* may be replaced, or the information contained therein may be modified or completed by Square Accounting from time to time by

writing (whether electronic or not), as long as the Client explicitly or tacitly agrees on such replacement, modification or completion.

- 2.3. Square Accounting does not provide legal advice or other legal services, which fall under the legal monopoly of a law practitioner (such as a notary, a barrister or an attorney), for a reward or consideration.

Some information may be issued by Square Accounting free of charge, for information purposes only. The Client acknowledges that:

- Square Accounting shall not be held responsible for any information delivered or issued to the Client; and
- subscription to Square Accounting's services has been made after the Client has taken all necessary legal advice, on its own and from any competent practitioner.

- 2.4. Where Square Accounting proposes a service to be performed by another person such as its partners (hereinafter the "*Third-party service providers*"), Square Accounting acts as a broker between the Client and the Third-party service provider. Therefore, Square Accounting cannot be held responsible for any act, doing or omission of the Third-party service provider.

### **3. Invoicing and payment**

#### **3.1. *Advance fee***

Square Accounting may require the Client to pay an advance fee.

In such cases, Square Accounting will start working / providing its services only upon confirmation of receipt of the advance fee.

### 3.2. *Invoicing*

Payment is due 30 days from the invoice date, subject to any other payment date mentioned on the invoice.

For recurring payments (applicable for monthly, quarterly or annual plans), an invoice will be issued in advance by Square Accounting at the beginning of every billing period related to that billing period. Payment is due for the entire period as long as the period has begun, notwithstanding any cancellation or resiliation of services happening during this period.

### 3.3. *Penalty interests*

Any late payment, either for one-off or recurring payment, may give lieu to application of a penalty interest amounting to 10% (all taxes included), without need of a "*mise en demeure*" or any other formal interpellation of the Client, at the discretion of Square Accounting.

## 4. **Liability:**

Due to the nature of its services, Square Accounting is only bound by an obligation of means (i.e. an "*obligation de moyens*"). .

However, in cases where Square Accounting's liability would be triggered for the services rendered to the Client, that liability shall be limited to the price of the services sold and which are related to the Client's claim, plus 50 % of that price.

In order to provide its services, Square Accounting relies on information provided by the Client (like in forms, communications or any other means). The Client must inform Square Accounting about any change related to information that has been or is provided to Square Accounting, or any other material information that may have a consequence on the performance of its services.

## **5. Personal data**

Square Accounting processes personal data belonging to the Client as well as its subordinate or partners. The personal data processed by Square Accounting may be of any nature, depending on, but limited to, what is necessary for rendering the services to the Client, or to the obligations applicable by Law to Square Accounting.

The purpose of these data processings is to provide the agreed services specified in clause 2.2. of these Terms, and/or to comply with the laws of Mauritius to the extent that they are applicable to Square Accounting (e.g.: AML laws, Tax law, etc.).

The personal data are kept in Mauritius or on cloud-based services. Square Accounting's cloud-based service providers may transfer data abroad for the purpose of running the cloud-based services themselves.

## **6. General terms**

- 6.1. Where it is specified in these Terms that a notification, an act or any kind of communication shall be made in writing, this includes electronic records and / or electronic types of communication.
- 6.2. Where a clause of these Terms is found to be totally or partly null, void or invalid, this shall not make the other clauses of these Terms null, void or invalid.
- 6.3. These Terms as well as the contractual relation between Square Accounting and the Client are governed by the laws of Mauritius.
- 6.4. Any claim, dispute or litigation arising from these Terms, or deriving from the existence or the performance of these Terms or the services rendered by Square Accounting shall be submitted to the competent jurisdiction of Mauritius.