

Terms and Conditions for WALAKA SOFTWARE System: Prevention of Disputes and Protection of User Rights

I. Introduction to WALAKA SOFTWARE Terms and Conditions

These Terms and Conditions (T&C) establish the legal agreement between **Walaka Software, Lda** and its users, governing the access and use of the **WALAKA Software** system. The primary objective of this document is to clearly outline the rights and obligations of both parties, preventing potential disputes and ensuring the protection of user rights, in accordance with best market practices and applicable Mozambican legislation.

The **WALAKA Software** system is a modern, web-based platform specifically designed for small and medium-sized enterprises, with a particular focus on the Mozambican market.[1] Its use implies full acceptance of these T&C.[1] Acceptance can be explicitly manifested, such as by clicking to accept the terms in the user interface, or implicitly, by simply using the system.[2] It is fundamental that users understand that continued use of the service after new terms are made available constitutes acceptance of those terms.

Walaka Software, Lda reserves the right to modify these T&C periodically to adapt to new functionalities, regulatory changes, or best practices. Such modifications will be communicated to users, and it is a recommended practice for **Walaka Software, Lda** to require new acceptance of the updated terms, for example, through a notice on the website that requires a click on a button or checking a box to proceed.[3]

[ATTENTION: CRITICAL POINT FOR REVIEW] This approach ensures that the user's consent to the revised terms is documented and legally binding, avoiding scenarios where changes might be deemed unenforceable due to lack of express acceptance.[3]

II. Description of WALAKA SOFTWARE Service and Usage Rights

WALAKA Software offers a comprehensive set of tools for business management, including smart invoicing, client management, inventory, banking, financial reports, and tax management [1, 1]. The system is accessible through an intuitive and mobile-compatible interface, suitable for freelancers, consultants, and SMEs.[1]

License Grant and Permitted Use

Walaka Software, Lda grants users a non-exclusive and worldwide license to access and use the **WALAKA Software** system. This license is limited to the purposes

permitted by these T&C and applicable law.[2, 4] The non-exclusive nature of the license means that **Walaka Software, Lda** can license the software to multiple clients, which is inherent to the SaaS (*Software-as-a-Service*) model.[4] The worldwide scope ensures that users can access the service regardless of their geographical location.[4]

The license to use is strictly for the user's internal business purposes, according to the functionalities of **WALAKA Software**. It is not permitted to use the software in managed service arrangements or to exceed the authorized number of licensed users.[5]

Prohibited Uses and Acceptable Use Policy

To protect the integrity of the system and the experience of all users, **Walaka Software, Lda** establishes an acceptable use policy. Users agree not to engage in activities that interfere with or disrupt the software, its servers, or networks.[2] It is strictly prohibited to modify, reverse engineer, hack, or attempt to discover the source code or underlying algorithms of **WALAKA Software**. [6]

Other prohibited uses include, but are not limited to:

- Using the services in a way that facilitates or encourages illegal, fraudulent, or abusive activities.[6]
- Materially interfering with **Walaka Software, Lda**'s business or harming its users.[6]
- Selling, reselling, licensing, or sublicensing the service for the benefit of third parties, except as explicitly permitted.[6]
- Attempting to circumvent or break any security mechanism of the system.[6]
- Allowing direct or indirect access for excessive automated activities, such as spam or inauthentic interactions.[6]
- Launching or facilitating denial-of-service (DDoS) attacks.[6]
- Transmitting or storing malicious content, such as viruses, Trojan horses, or worms.[6]
- Using the service for illegal purposes or to violate laws, including data protection, privacy, and export control laws.[6]
- Copying the service or any part thereof, or accessing the service to build a competitive product or service.[6]
- Infringing third-party intellectual property rights.[6]
- Creating or transmitting defamatory, libelous, threatening, harassing, abusive, hateful, deceptive, fraudulent, obscene, or harmful content to minors.[6]
- Collecting or using personal data of other users without permission.[6]

Violation of these prohibitions may result in immediate suspension or termination of the user's account, without prior notice or liability on the part of **Walaka Software, Lda**.^[7] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

User Accounts, Credentials, and Security Responsibilities

Users are responsible for maintaining the confidentiality of their access credentials and for all activities that occur under their account.^[8] **Walaka Software, Lda** recommends the use of strong passwords and immediate notification in case of any unauthorized use of the account. If the user uses **WALAKA Software** to develop a service for other users, they must protect the privacy and legal rights of those users.^[2] **Walaka Software, Lda** implements security measures, such as protecting sensitive data through encryption and displaying only partial account numbers.^[1] However, the final security of the account also depends on the user's practices. **[ATTENTION: CRITICAL POINT FOR REVIEW]**

III. Subscription, Payments, and Trial System

WALAKA Software operates under a subscription model, with a trial system for new users.

Subscription Models, Prices, and Payment Terms

Walaka Software, Lda offers different subscription models, which may include per-user pricing, tiered pricing with different sets of functionalities, or usage-based pricing.^[9, 10] The per-user pricing model is effective for companies that need to manage individual access, while the tiered model is suitable for companies with evolving needs, allowing the addition of more functionalities or higher usage limits at each tier.^[9] Usage-based pricing is ideal for companies with variable workloads, where the monthly invoice aligns with actual usage.^[9] Payment terms, including frequency (monthly, quarterly, or annually) and billing methods, will be detailed in the subscription plan chosen by the user.^[10] Payments must be made on the due dates indicated on the invoices.^[5]

Trial System Conditions and Upgrade Process

WALAKA Software offers a trial system that allows users to experience the platform with usage limits, either for a specific number of days or a maximum number of invoices issued.^[1] During the trial period, the system will provide visual feedback and warnings to encourage upgrading to a paid subscription plan.^[1] This system allows potential clients to assess the suitability of **WALAKA Software** for their needs before

committing financially.

Billing, Refunds, and Consequences of Non-Payment

Billing details, including prices for products and services, are set forth in the applicable quote or invoice.[5] In case of non-receipt of payment by the due date, **Walaka Software, Lda** reserves the right to suspend or terminate services or refuse to license the software until outstanding amounts are received.[5, 11] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

Regarding refunds, **Walaka Software, Lda** may have specific policies, such as not refunding amounts equal to or less than a certain amount (e.g., \$25.00) unless explicitly requested in writing.[2] It is important that these conditions are clearly communicated to manage user expectations.

IV. Data Protection, Privacy, and Security

Data protection and privacy are priorities for the **WALAKA Software** system, especially given the sensitivity of financial and client information processed.[1]

Data Ownership and Usage Rights

Ownership of the data entered into the **WALAKA Software** platform belongs to the user. However, the user grants **Walaka Software, Lda** a license to host, process, and use this data exclusively for the provision of **WALAKA Software** services, including service improvement through data anonymization and aggregation.[8, 10]

[ATTENTION: CRITICAL POINT FOR REVIEW] **Walaka Software, Lda** must have clear policies on data retention and deletion after contract termination.[8]

Confidentiality Obligations

Walaka Software, Lda undertakes to maintain the confidentiality of user information, implementing security measures to protect sensitive data.[1, 8] Confidentiality obligations must be clearly defined, specifying what constitutes confidential information, protection requirements, and permitted disclosures (e.g., to employees or subcontractors).[8]

WALAKA SOFTWARE Data Security Measures

WALAKA Software prioritizes data security, with sensitive information protected by encryption in the database, and only partial account numbers displayed publicly.[1] The system includes security and permission functionalities, such as access profiles and audit logs, which help maintain data integrity and track user activities.[1] **Walaka**

Software, Lda must have processes to notify clients about data breaches and remediation steps.[8] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

Compliance with Mozambican Data Protection Laws

Walaka Software, Lda ensures compliance with Mozambican tax requirements, including SAFT (*Standard Audit File for Tax Purposes*) export and other tax data.[1] The system manages VAT (Value Added Tax) and ISPC (Simplified Tax for Small Taxpayers), with automatic application on invoices.[1] The invoicing module ensures compliance with tax legislation, such as 16% VAT in Mozambique, with automatic calculation and assessment.[1]

In Mozambique, personal data protection is a developing area. Although there is no specific administrative entity or comprehensive personal data protection law, the country has ratified the African Union Convention on Cybersecurity and Personal Data Protection.[12] Law No. 3/2017, of January 9, which establishes the legal framework for electronic transactions, electronic commerce, and electronic government, addresses the matter from the perspective of the data controller's duties.[12, 13, 14] This law aims to ensure the protection and use of information and communication technologies, establishing foundations for the authenticity, integrity, and legal validity of electronic documents and secure transactions.[14]

A draft Personal Data Protection Law in Mozambique emphasizes principles such as transparency, confidentiality, and security in the processing of personal data, respecting privacy and fundamental rights.[15] **Walaka Software, Lda**, operating in Mozambique, must align with these principles and existing legislation, ensuring that personal data processing is transparent and secure. **[ATTENTION: CRITICAL POINT FOR REVIEW]**

V. Intellectual Property Rights

Proprietary Rights of Walaka Software, Lda

All software, code, algorithms, design, documentation (including the "Memória Descritiva"), and content of the **WALAKA Software** system are the intellectual property of **Walaka Software, Lda**. [5, 8, 11] **Walaka Software, Lda** holds all rights, title, and interest in the service, and the grant of the use license does not transfer any ownership rights to the user.[4] Users may not copy, modify, create derivative works, reverse engineer, decompile, or attempt to extract the software's code.[5] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

User-Generated Content and Licenses

If the **WALAKA Software** system allows users to upload or create content, users retain ownership of their own data and content.[11] However, by using the service, the user grants **Walaka Software, Lda** a license to host, copy, transmit, and display such content, as necessary for the provision of the service.[10] It is important that the T&C specify any restrictions on prohibited or offensive materials that users cannot upload.[11] This clarification avoids disputes over the use and responsibility for user-generated content.

VI. Service Levels, Support, and Availability

Reliability and support are critical components of any SaaS service.

Service Level Agreements (SLA) and Uptime Guarantees

Although the provided documents do not specify a detailed SLA for **WALAKA Software**, it is common practice in SaaS agreements to include uptime guarantees, such as 99.9%.[4, 8, 9] Such guarantees are crucial, as businesses rely on SaaS solutions and any downtime can harm their operations.[9] An SLA should define how uptime is calculated, response times for different levels of problem severity, and remedies for SLA failures, such as service credits.[8] For an ERP system like **WALAKA Software**, which is central to a company's financial operations, clarity regarding service availability is a fundamental user expectation. **[ATTENTION: CRITICAL POINT FOR REVIEW]**

Customer Support Channels and Response Times

Walaka Software, Lda offers support via email (suporte@walaka.com) and an integrated Help Center, which includes documentation and the option to download the "Memória Descritiva" and the Terms & Conditions.[1] The Help Center and the onboarding system aim to facilitate the user's experience.[1] The T&C should specify response times for support inquiries, aligning user expectations with **Walaka Software, Lda**'s service commitment.[8, 10] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

Maintenance, Downtime, and Disaster Recovery

Walaka Software, Lda will perform scheduled maintenance on the system, which may occasionally result in downtime. **Walaka Software, Lda** undertakes to notify users in advance of scheduled maintenance to minimize disruptions.[8] In case of unplanned outages or disasters, **Walaka Software, Lda** must have disaster recovery plans to restore service as quickly as possible. **Walaka Software, Lda** prioritizes data

privacy and security, with sensitive information encrypted.[1]

VII. Disclaimer of Warranties and Limitation of Liability

These clauses are crucial for managing risk and protecting **Walaka Software, Lda** from excessive liabilities.

Disclaimer of Warranties

WALAKA Software is provided "as is," without warranties of any kind, express or implied.[4, 16] This means that **Walaka Software, Lda** offers no implied warranties of merchantability, fitness for a particular purpose, or non-infringement.[16] This clause aims to protect the provider from liabilities and ensure that any use of the product is at the user's own risk.[16] Although **WALAKA Software** is designed for tax compliance and security, this warranty disclaimer is a standard practice in the SaaS industry to limit the provider's legal exposure.[4] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

Limitation of Liability of Walaka Software, Lda

Walaka Software, Lda limits its liability for any damages arising from the use of the service. This clause restricts the user's ability to seek full recovery for losses incurred due to software problems or malfunctions.[10, 17] Generally, **Walaka Software, Lda's** liability will be limited to a maximum financial amount, often the total paid by the user in the 12 months prior to the claim.[17]

Furthermore, **Walaka Software, Lda** excludes liability for "indirect," "incidental," "special," "exemplary," or "consequential" damages, including, without limitation, damages for loss of profits, goodwill, use, or data.[17, 18] This exclusion is a risk management tool for **Walaka Software, Lda**, protecting it from large damage claims that could exceed the contract value.[17]

It is important to note that limitations of liability generally do not apply in cases of gross negligence, willful misconduct, or fraud on the part of **Walaka Software, Lda**. [17, 18] This exception is a widely accepted legal principle, ensuring that parties who commit intentional harm bear full responsibility for their actions.[17]

[ATTENTION: CRITICAL POINT FOR REVIEW]

Indemnification Obligations

The indemnification clause is an agreement where one party (the indemnitor) agrees to cover the losses or damages of the other party (the indemnitee) under specific circumstances defined in the contract.[19, 20] In the context of **WALAKA Software**,

the user agrees to indemnify and hold harmless **Walaka Software, Lda** from and against any claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- Violation of these T&C by the user.
- Use of the service that violates applicable laws or third-party rights.
- Any content generated or uploaded by the user that is illegal or infringes third-party rights.

This clause serves as a critical risk allocation tool, transferring the financial burden of potential risks from the indemnitee to the indemnitor.[20] For **Walaka Software, Lda**, this means protection against third-party claims (e.g., user's clients) that may arise from the user's use of **WALAKA Software**. [20] **Walaka Software, Lda** may also have indemnification obligations to the user in specific scenarios, such as intellectual property infringements by **Walaka Software, Lda's** software, but these would be defined with clear limits and exclusions.[8] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

VIII. Termination and Suspension

Conditions for Termination (by Walaka Software, Lda and by the User)

The agreement may be terminated by both parties under certain conditions. **Walaka Software, Lda** may terminate or suspend the user's access to the service in case of material violation of these T&C, including, but not limited to, non-payment of subscription fees.[5, 8, 11, 21] **Walaka Software, Lda** may also terminate the service if the user engages in prohibited uses, as per the Acceptable Use Policy.[7]

Users may terminate their subscription according to the terms of their subscription plan, usually with a notice period.[8] **Walaka Software, Lda** must have clear provisions regarding automatic renewal terms and requirements for opting out of renewal.[8] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

Effects of Termination (Data Recovery, Pending Payments)

Upon termination, the user's access to the **WALAKA Software** system will be revoked.[21] It is crucial that the T&C clearly establish provisions for user data recovery.[9] **Walaka Software, Lda** must allow users to export their data before access is revoked, ensuring that users can retain their financial and client information.[21]

Any pending payments due to **Walaka Software, Lda** must be settled before termination is executed.[9] **Walaka Software, Lda** may retain client data for a

specified period for recovery purposes, but must have a data deletion policy after that period.[9] Clarity on these post-termination obligations is essential to avoid disputes and ensure a smooth transition for the user. **[ATTENTION: CRITICAL POINT FOR REVIEW]**

IX. Governing Law and Dispute Resolution

Governing Law (with consideration for Mozambican jurisdiction)

These T&C shall be governed by and construed in accordance with Mozambican law.[22] Although parties may, in some cases, agree to the application of a foreign law, this choice must be express and notwithstanding the place of contract formation or execution.[22] Mozambican legislation, including Decree-Law No. 3/2022, of May 25, which establishes the new regulatory regime for commercial contracts, is the legal framework of reference.[23] The choice of Mozambican law is fundamental for **Walaka Software, Lda**, which focuses on the local market, ensuring that the T&C are enforceable and consistent with the legal environment in which it operates.[8] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

Dispute Resolution Mechanisms

Any dispute, controversy, or claim arising out of or relating to these T&C or the use of the **WALAKA Software** service shall be resolved through dispute resolution mechanisms. A well-structured dispute resolution framework can help resolve issues efficiently, preserving the business relationship.[8]

The T&C may establish an escalation process, where disputes are initially attempted to be resolved through direct negotiations between the parties. If negotiation fails, mediation procedures may be required before any litigation.[8, 9] Mediation involves an impartial mediator who helps the parties reach a mutually acceptable solution, being a non-binding process that promotes cooperation.[9]

Alternatively or subsequently to mediation, the T&C may provide for arbitration as a dispute resolution method. Arbitration offers a faster and less formal process than traditional litigation, with a binding decision rendered by an arbitrator or panel of arbitrators.[9] The choice of forum for dispute resolution and international arbitration options are important considerations, especially in a global digital context.[8] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

X. General Provisions

Force Majeure

Walaka Software, Lda shall not be liable for any delay or failure in performing its obligations under these T&C if such delay or failure is caused, in whole or in part, by *force majeure* events.[5, 24] *Force majeure* refers to unforeseen circumstances that prevent one or both parties from fulfilling their contractual obligations, being beyond the reasonable control of the parties.[24, 25]

Examples of *force majeure* events include, but are not limited to: acts of nature (earthquakes, floods, fires), acts of war, terrorism, civil unrest, epidemics, pandemics, utility outages, labor strikes, or government actions.[5, 24, 25] The party invoking the *force majeure* clause must promptly notify the other party and describe in detail the nature of the event.[25]

This clause does not intend to annul the contract entirely, but rather to provide a mechanism to deal with unforeseen events that may temporarily interrupt service performance.[24] If the *force majeure* event is prolonged, the parties may need to renegotiate the contract terms or consider its termination.[24] **[ATTENTION: CRITICAL POINT FOR REVIEW]**

Severability, Assignment, and Entire Agreement

- **Severability:** If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- **Assignment:** Users may not assign or transfer their rights or obligations under these T&C without the prior written consent of **Walaka Software, Lda**. Any attempt at assignment without such consent shall be null and void.[5] **Walaka Software, Lda** may assign its rights and obligations to third parties, for example, in the event of a merger or acquisition.
- **Entire Agreement:** These T&C, together with the Privacy Policy and any applicable additional terms (such as subscription plan terms), constitute the entire agreement between the user and **Walaka Software, Lda** regarding the use of the **WALAKA Software** system, superseding all prior agreements and understandings, whether oral or written.

Conclusions

The drafting of Terms and Conditions for the **WALAKA Software** system, focusing on dispute prevention and the protection of user rights, requires a multifaceted approach that integrates best practices of SaaS contracts with the specificities of Mozambican legislation. Clarity and detail in each clause are fundamental for managing expectations, mitigating legal risks for **Walaka Software, Lda**, and fostering user

trust.

The incorporation of robust provisions on prohibited uses, data management, intellectual property, and limitations of liability is essential to protect **Walaka Software, Lda** from misuse and excessive claims. Simultaneously, the explicit statement of user rights, transparency in data management, and the clear definition of support and dispute resolution mechanisms are crucial for ensuring a positive and fair user experience. Attention to compliance with Mozambique's Electronic Transactions Law and the principles of Mozambique's future Personal Data Protection Law underscores **Walaka Software, Lda**'s commitment to its target market.

In summary, a comprehensive and well-drafted T&C document serves not only as a legal safeguard but also as a pillar for building a relationship of trust and transparency between **Walaka Software, Lda** and its users, essential for the long-term success of the system in the Mozambican market.