

## Ez Innovations Terms and Conditions of Use

### 1. Interpretation and definitions:

1.1. Unless the context requires or dictates otherwise, the words and expressions will be interpreted as set out below and any other related words and expressions will be interpreted with corresponding meanings:

**Ez Innovations** means the trade name of Ez Innovations (Pty) Ltd whose website, products, services, and documentation can be accessed via the Ez Innovations website located at [www.ezinnovations.co.za](http://www.ezinnovations.co.za) and includes any and all subdomain sites like, but is not limited to, [service.ezinnovations.co.za](http://service.ezinnovations.co.za). Sites also include all EzSign website and subdomain sites.

**Ez Innovations products and/or services** mean any tangible or intangible goods, services, software, and/or ideas that are intended for use by a user or customer that may be accessed via the Ez Innovations website located at [www.ezinnovations.co.za](http://www.ezinnovations.co.za) and includes any and all subdomain sites like, but is not limited to, [service.ezinnovations.co.za](http://service.ezinnovations.co.za). Sites also include all EzSign website and subdomain sites.

**Ez Innovations website** means the websites and all website subdomains owned and operated by Ez Innovations (Pty) Ltd, trading as Ez Innovations.

**Ez Innovations documentation** means any material provided by Ez Innovations that is used to describe, explain, or instruct regarding some attributes of an object, system, or procedure which is meant for the intended use by a user or customer and that may be accessed via the Ez Innovations website located at [www.ezinnovations.co.za](http://www.ezinnovations.co.za) and includes any and all subdomain sites like, but not limited to, [service.ezinnovations.co.za](http://service.ezinnovations.co.za). Sites also include all EzSign website and subdomain sites.

**Person** means a natural or juristic person.

**Personal information** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person. Information may include but is not limited to:

- Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and the birth of the person;
- Information relating to the education or the medical, financial, criminal, or employment history of the person;
- Any identifying number, symbol, email address, physical address, postal address, telephone number, location information, online identifier, or other particular assignments to the person;
- The biometric information of the person;
- The personal opinions, views, or preferences of the person;
- Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- The views or opinions of another individual about the person;
- The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

**Processing** means any operation, activity, or any set of operations, whether or not by automatic means, concerning personal or other information, including:

- the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- dissemination through transmission, distribution or making available in any other form; or
- merging, linking, as well as restriction, degradation, erasure, or destruction of information.

**Third-party service provider** means, but is not limited to, the Companies and Intellectual Property Commission of South Africa, the South African Revenue Services, the South African Department of Home Affairs, the South African Deeds Office and several of South Africa's credit bureaus, Microsoft Corporation, Cloud.co.za (Pty) Ltd, Domains.co.za (Pty) Ltd, PayFast (Pty) Ltd, and GlobalSign Certificate Authority (or similar).

**Website visitor, customer (account holder), and user (implies registered and authorised)** may be used interchangeably and as applicable to refer to any authorised natural or juristic person making use of Ez Innovations' website, products, services, and documentation.

**Party** means any person/s who are directly involved or interested in any act, affair, contract, transaction, or similar. A person or persons who enter a contract, transaction, or similar are considered parties to the agreement, in this case, the agreement being Ez Innovations' Terms and Conditions of Use.

**Ez Innovations parties** mean, but is not limited to, any permanent and temporary employees, respective officers, directors, founders, members, shareholders, agents, affiliates, subsidiaries, and licensors of Ez Innovations (Pty) Ltd, trading as Ez Innovations.

1.2. For the avoidance of doubt, all references to:

- the "website" in these Terms and Conditions of Use also includes Ez Innovations' products, services, and/or documentation and vice versa.

- Terms and Conditions of Use shall include any additional terms and agreements made between you and Ez Innovations whether mentioned in these Terms and Conditions of Use or not.
- “our”, “we”, “its” or any derivatives thereof shall refer to Ez Innovations.

## 2. Applicability of Ez Innovations’ Terms and Conditions of Use:

Ez Innovations is a privately owned company incorporated in and subject to the laws of South Africa. Ez Innovations provides a combination of software and cloud services via the Ez Innovations website that provides a platform for users or customers to send, sign, and manage documents.

The Ez Innovations Terms and Conditions of Use govern access to and use of the Ez Innovations website, products, services, and/or documentation by website visitors, customers, and authorised users of customers who purchase a subscription plan and create an account. By using Ez Innovations’ website, products, services, and/or documentation, you as a website visitor, customer, or user accepts these Terms and Conditions of Use (whether on behalf of yourself or a legal entity you represent). An authorised user of a customer is each an individual natural person, whether an employee, business partner, contractor, or agent of a customer who is registered or permitted by the customer to use the Ez Innovations website, products, services, and/or documentation subject to Ez Innovations’ Terms and Conditions of Use and up to any maximum number of users or uses specified at the time of purchase and as described by the subscription plan. **Website visitor, customer, user (registered and authorised), person, individuals, entities, and organisations** may be referred to as “you”, “your”, and “yourself” as applicable and interchangeably.

Please read the Terms and Conditions of Use carefully before using Ez Innovations’ website, products, services, and/or documentation. These Terms and Conditions of Use together with any other agreements made between you and Ez Innovations will regulate your use of our website, product, services, and/or documentation and our relationship with you. The Terms and Conditions of Use will create a legally binding contract between Ez Innovations and yourself as soon as you use our website or any of our products, services, and/or documentation. Should there be no other agreements made between you and Ez Innovations, these Terms and Conditions of Use will create a legally binding contract between Ez Innovations and yourself. The use of Ez Innovations’ website implies that you have accepted Ez Innovations’ Terms and Conditions of Use entirely.

Ez Innovations will have no obligations to you whatsoever and Ez Innovations will not be liable at all for any liability, damage and/or loss resulting from your use or inability to use our website, products, services, and/or documentation. You should not act in a way that relies on any information from our website, products, services, and/or documentation. You use our website, products, services, and/or documentation AT YOUR OWN RISK.

IF YOU DO NOT AGREE AND ACCEPT EZ INNOVATIONS’ TERMS AND CONDITIONS OF USE, AND ANY ADDITIONAL TERMS, YOU ARE NOT AUTHORISED AND MUST CEASE USING EZ INNOVATIONS’ WEBSITE, PRODUCTS, SERVICES, AND/OR DOCUMENTATION IMMEDIATELY.

## 3. Other applicable terms

There may be other terms that apply to your use of Ez Innovations’ website, products, services, and/or documentation. Ez Innovations’ Privacy Policy forms part of Ez Innovations’ Terms and Conditions of Use. Additional terms may become applicable when you purchase products or services through our website.

## 4. Updates and communication

4.1. Ez Innovations may revise these Terms and Conditions of Use or any additional terms that are relevant to the Ez Innovations website, products, services, and/or documentation from time to time to reflect changes in the law or changes to Ez Innovations’ website, products, services, and/or documentation. These revised changes will apply as soon as they are made.

PLEASE REVIEW THE WEBSITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS TO THESE TERMS AND CONDITIONS OF USE AND ANY ADDITIONAL TERMS. IF YOU CONTINUE TO USE THE EZ INNOVATIONS WEBSITE, PRODUCTS, SERVICES, AND/OR DOCUMENTATION AFTER THE REVISIONS TAKE EFFECT, YOU AUTOMATICALLY AGREE TO BE BOUND BY THE REVISED TERMS AND CONDITIONS OF USE AND ANY ADDITIONAL TERMS. You agree that Ez Innovations shall not be liable to you or to any third-party for any modification of these Terms and Conditions of Use and any other additional terms.

4.2. You agree to receive all communications, terms, agreements, and notices that Ez Innovations provides in connection with Ez Innovations’ website, products, services, and/or documentation, including, but not limited to, communications related to our delivery of Ez Innovations’ website, products, services, and/or documentation and your purchase of or subscription to the Ez Innovations products and/or services, via electronic means, including by email, text, in-app notifications, or by posting them on the website or through the use of any of Ez Innovations’ website, products, services, and/or documentation. You agree that all communications we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner and you agree to keep your account contact information current.

## 5. Eligibility to use Ez Innovations' website, products, services, and/or documentation

You represent and warrant that you are: (1) of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and (2) competent to agree to these Terms and Conditions of Use. You acknowledge that you are not permitted to use Ez Innovations' website, products, services, and/or documentation if you cannot make these representations. If Ez Innovations has previously prohibited you from accessing and/or using the website, products, services, and/or documentation, you are not permitted to access or use the website, products, services, and/or documentation. If you are agreeing to Ez Innovations' Terms and Conditions of Use on behalf of an organisation or entity, you represent and warrant that you are authorised to agree to these Terms and Conditions of Use on that organisation or entity's behalf and bind them to these Terms and Conditions of Use (in which case, the references to "you" and "your" in these Terms and Conditions of Use, except for in this sentence, refer to that organisation or entity).

## 6. Limitation of liability

6.1. Ez Innovations will exercise reasonable skill, diligence, and care as may be reasonably expected from a similar service provider to ensure the accuracy of information and the availability of the website, products, services, and/or documentation, but makes no representations, warranties or guarantees. As such, the website, products, services, and/or documentation are provided on an "as is" and "as available" basis.

6.2. You agree to access and use Ez Innovations' website, products, services, and/or documentation at your sole risk and Ez Innovations shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable uploaded. Ez Innovations is not liable or responsible to you for the accuracy or completeness of any content processed or available through Ez Innovations' website, products, services, and/or documentation.

6.3. Ez Innovations shall not be held responsible for any acts of God which include but are not limited to floods, fire, government control, outages or failures on its systems, the internet, restrictions or prohibitions, or any government act or omission, act or default of any supplier, third-party service provider, agent or sub-contractor, industrial disputes of any kind or any other cause.

6.4. Ez Innovations provides no guarantee for nor warrants the constant and uninterrupted availability of its website, products, services, and/or documentation or technical and/or software systems.

6.5. To the fullest extent permitted by applicable law, in no event shall the Ez Innovations parties be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (but not limited to):

- use of the Ez Innovations website, products, services, and/or documentation;
- errors, mistakes, or inaccuracies of content;
- personal injury or property damage of any nature whatsoever resulting from your access to and use of the Ez Innovations website, products, services, and/or documentation;
- unauthorised access to or use of our servers and/or any and all personal information and/or financial information stored therein;
- interruption or cessation of transmission to or from our servers;
- any bugs, viruses, or the like that may be transmitted to or through the Ez Innovations website, products, services, and/or documentation, or Ez Innovations services by any third-party;
- loss of your data or content from the Ez Innovations website, products, services, and/or documentation; and/or
- errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, transmitted, or otherwise made available via the Ez Innovations website, products, services, and/or documentation, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not the Ez Innovations parties are advised of the possibility of such damages.

## 7. Restrictions on and acceptable use of Ez Innovations' website, products, services, and/or documentation

7.1. By using Ez Innovations' website, products, services, and/or documentation, you specifically agree not to engage in any activity or transmit any information that, in our sole discretion:

- is illegal, or violates any laws or regulations of South Africa and your resident jurisdiction;
- advocates illegal activity or discusses illegal activities with the intent to commit them;
- violates any third-party rights, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
- is harmful, threatening, abusive, harassing, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;
- interferes with any other person's access, use, and enjoyment of Ez Innovations' website, products, services, and/or documentation;
- attempts to impersonate another person or entity;
- is commercial in a way that violates these Terms and Conditions of Use, including but not limited to, using the Ez Innovations' website, products, services, and/or documentation for spam, surveys, contests, pyramid schemes, or other advertising materials;
- falsely states, misrepresents, or conceals your affiliation with another person or entity;
- accesses or uses the account of another user without permission;
- distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;

- interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of Ez Innovations' website, products, services, and/or documentation, or the servers or networks connected to Ez Innovations' website, products, services, and/or documentation;
- "hacks" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;
- improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from Ez Innovations' website, products, services, and/or documentation, except as expressly permitted in these Terms and Conditions of Use or by law, unless and then only to the extent permitted by applicable law without consent;
- removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on access and use of Ez Innovations' website, products, services, and/or documentation;
- uses automated or manual means to violate the restrictions in any robot exclusion headers on the website, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information;
- modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercialises any materials or content on Ez Innovations' website, products, services, and/or documentation;
- uses Ez Innovations' website, products, services, and/or documentation for benchmarking, or to compile information for a product or service;
- downloads (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms and Conditions of Use), distributes, posts, transmits, performs, reproduces, broadcasts, duplicates, uploads, licenses, creates derivative works from, or offers for sale any content or other information contained on or obtained from or through Ez Innovations' website, products, services, and/or documentation, by any means except as provided for in these Terms and Conditions of Use or with the prior written consent of Ez Innovations.
- uses Ez Innovations' website, products, services, and/or documentation or allows access to them in a manner that circumvents contractual usage restrictions or that exceeds authorised use.

If you believe that any content related to Ez Innovations' website, products, services, and/or documentation violates any of the above restrictions, please contact us immediately.

7.2. You should be aware that even though Ez Innovations employs technologies and payment systems that are sufficiently secure with reference to international standards, SSL and GSM are inherently insecure. You are required to actively protect your own security and that of Ez Innovations' website, products, services, and/or documentation.

7.3. You hereby agree to further acquaint yourself with the risks associated with the use of the internet and information technologies and to abide by generally acceptable security standards. Ez Innovations will take all reasonable precautions as required from a service provider of online services, but you need to be aware that the security of your communications cannot be guaranteed.

7.4. You are responsible for keeping your own password secure and not sharing it with others. Ez Innovations will NOT be held liable or responsible if your password is compromised, whether by your own doing or not.

7.5. Ez Innovations reserves the right to restrict or to refuse access to persons whose behaviour repeatedly disrupts Ez Innovations' website, products, services, and/or documentation, who act unlawfully, in contravention of this agreement or who fail to meet reasonable security standards appropriate to the circumstances.

7.6. If you are found to have contravened the security and acceptable use provisions of these Terms and Conditions of Use, Ez Innovations may disable, block or terminate your access to the service at any time without having to give reasons or explanations for doing so.

## 8. Intellectual property

8.1. All our intellectual property, whether registered or not, is Ez Innovations' and not yours and as such, you agree that all rights, title, and interest in, and to, any of our intellectual property viewable and accessible from our website and through our products, services, and/or documentation is proprietary to Ez Innovations, and will remain so. You will not acquire rights of any nature in respect of intellectual property by using Ez Innovations' website, products, services, and/or documentation.

8.2. Ez Innovations' website, products, services and/or documentation provided to you, comprise intellectual property protected under South African law. Unless otherwise indicated, Ez Innovations reserves all rights in and to the intellectual property owned by Ez Innovations.

8.3. You may not remove any copyright, trade mark or other intellectual property notice from our website. Subject to the limited license granted to you by Ez Innovations when you buy and use our website, products, services and/or documentation, you may not in any form or by any means, without the prior written consent of Ez Innovations:

- commercially exploit, reproduce, distribute, display, transmit, publish or broadcast any website content or information;
- claim ownership of all or any part of the website content or information;
- modify or repost the website content or information;
- copy, incorporate, store, frame or embed all or any part of the Ez Innovations website, products, services and/or documentation content on another website or retrieval system;

- copy or use Ez Innovations' business names, logos, and marks referenced on the Ez Innovations website, products, services and/or documentation as the aforementioned are the registered or unregistered intellectual property of Ez Innovations. Any unauthorised use of these assets is strictly forbidden.
- copy or use third-party intellectual property assets, including but not limited to patents, designs, names, goods and services referenced on the Ez Innovations website, products, services and/or documentation. Any unauthorised use of these assets is strictly forbidden.

## 9. Privacy Policy

### 9.1. Applicability

Ez Innovations' privacy policy has legal force and effect in terms of Section 11 of the Electronic Communications and Transactions Act 25 of 2002.

### 9.2. Purpose of the policy

Your privacy is important to Ez Innovations and as such we are committed to respecting your privacy and the security and confidentiality of your personal data, communication, and choices. Please read this policy carefully before using Ez Innovations' website, products, services and/or documentation offered. You agree that this policy will apply when you access and use our website, products, services and/or documentation.

### 9.3. Ez Innovations' commitment

This policy is important to us. We are committed to taking steps to protect your privacy when you use our website, products, services and/or documentation. In this policy, we explain how we will use and protect your personal information.

### 9.4. Scope

This privacy policy relates to the personal information collected electronically via Ez Innovations' website, products, services and/or through email or other electronic communications arising from Ez Innovations' products and/or services. This includes, but is not limited to, personal information captured through the marketing of Ez Innovations' website and information elicited as a result of Ez Innovations' website activity.

### 9.5. Technologies used to provide Ez Innovations services

9.5.1. The following are the key technologies that are deployed in providing Ez Innovations' website, products, services and/or documentation:

- Software as a service (SaaS) or software on demand, where a service provider (Cloud.co.za (Pty) Ltd or similar) licences an application such as web services (Ez Innovations website), to a customer (Ez Innovations (Pty) Ltd).
- Cloud Computing, a location-independent form of computing, whereby shared servers provide resources, software, and data to computers. Information exists physically and often simultaneously in multiple forms in different locations and subject to the laws of different jurisdictions.
- Secure Socket Layer (SSL), a technology configured on the Ez Innovations website for when users or customers need to access or to provide personal, confidential information. SSL provides confidentiality and data integrity and protects against masquerading where payments are typically made online with credit cards etc.

### 9.6. Use of cookies

When you use Ez Innovations' website, products, services and/or documentation, we automatically receive and record information on our server logs from your browser which may include your location, IP address, cookie information, and the page you requested. This is statistical data about browsing actions and patterns and is not meant to identify any individual. Cookies enable Ez Innovations to improve our service to you, estimate our audience size and usage patterns, store information about your preferences, and recognise when you return to our website. In some instances, Ez Innovations may collect and store information about your location. Ez Innovations may convert your IP address or mobile GPS data into a rough geo-location. Ez Innovations may use your location information to improve and personalise our services for you. You can set your web browser to refuse cookies, but if you do this you may not be able to enjoy the full use of Ez Innovations' website, products, and/or services and you may not be able to take advantage of certain promotions we may run.

### 9.7. Security of personal information that is collected and processed

Putting data that may impact privacy rights, obligations, and personal status online through the use of cloud technologies may reduce the levels of protection of personal information. Ez Innovations commits itself to exercise all reasonable diligence, care, and skill in processing/using personal information.

### 9.8. Information that is collected and processed

9.8.1. Ez Innovations generally stores and uses the following information:

- your first name(s);
- your surname;
- address;
- phone numbers;
- email addresses;
- IP address or cookie information;
- location information;
- demographic information including, but not limited to, your age and gender;
- other personal information as described in Section 1;
- and any other information which we reasonably need to perform our obligations with you in terms of Ez Innovations' Terms and Conditions of Use when you purchase and/or use our website, products, services, and/or documentation.

9.8.2. Third-parties, such as payment gateways, may collect your payment details via Ez Innovations' website to ensure that you transact securely with us. Only the payment gateway may store these details securely.

9.8.3. Ez Innovations may collect the following information when you purchase and/or use our website, products, services, and/or documentation:

- Information you choose to provide during registration;
- Information you provide us with when contracting online;
- Information you provide in communications such as email or via our website and when calling our customer support line;
- Information you provide to any of the Ez Innovations parties or third-party service providers;
- Information about you such as your demographics and lifestyle;
- Information that is gained from third-parties such as credit bureaus for credit referencing;
- Information collected through the use of common internet technologies such as cookies and web beacons on our website and emails.

Please note that this list is not exhaustive and is dependent on the type of interactions you have with Ez Innovations related to our website, products, services, and/or documentation. Some information is transient and stored only for current transactions. Some information is persistent and stored for periods beyond the current transaction such as data from multiple transactions accumulated over time and retrieved when needed to enhance your experience with Ez Innovations and improve our services.

## 9.9. The purpose of processing personal information

9.9.1. Ez Innovations will only process adequate and relevant information to enable us to:

- perform our services in terms of our obligation to you as set out in your subscription plan;
- operate and manage your account;
- monitor and analyse our business;
- contact you by email, sms, or other means to tell you about our products that may interest you;
- form a view of you as an individual and to identify, develop, and/or improve products that may interest you;
- carry out market research, business, and data analysis;
- carry out audits;
- perform other administrative and operational tasks such as testing our processes and/or systems; and/or
- comply with our regulatory or other obligations.

9.9.2. In addition to the above processing of your information as described in Section 9.9.1, the information you provide Ez Innovations with may also be shared with the following persons (but is not limited to):

- permanent or temporary employees and part-time or full-time service providers in the performance of their duties;
- other service providers' websites to which Ez Innovations may link;
- other service providers that Ez Innovations uses to perform our services in terms of our obligation to you as set out in your subscription plan; and/or
- any other third-party service providers.

9.9.3. In addition to the above processing of your information as described in Sections 9.9.1. and 9.9.2, the information you provide Ez Innovations with may also be used for:

- backup, archiving, business continuity, and disaster recovery purposes; and/or
- information communication technology service and infrastructure providers that enable cloud technology and the free flow of information.

9.9.4. Ez Innovations will keep your personal information confidential and only share it with others in terms of this policy. In general, we may share your information with our employees, service providers, contractors, affiliates, payment gateways, regulatory and governmental authorities, or tax authorities (if they request us to do so). We may also share your information with any other third-party if the law requires us to share it, or if you consent to it, or if it is in the interest of the public.

9.9.5. Unless we have asked for and obtained your explicit consent we do not share your personal information with third-party marketers.

#### **9.10. Important information**

To provide security for online payments, Ez Innovations uses SSL technology and certain forms of encryption to protect you and your online transactions.

Notwithstanding the above, there are implications in terms of the specific legal requirements in South Africa, and other legal jurisdictions which may, depending upon the actual location of personal information as a result of cloud computing, be relevant or become relevant. Ez Innovations seeks to comply with complex technical and legal issues wherever possible, but users should be aware, that international law and certain aspects of technology restrict Ez Innovations' control.

As personal information is most safe when under the control of its owners, you are cautioned to give careful consideration to the personal information you choose to disclose whilst keeping in mind the information set out in this privacy policy.

#### **9.11. Children's privacy**

Ez Innovations' website, products, services and/or documentation are not designed for and are not marketed to individuals under the age of 18. Ez Innovations does not knowingly collect or ask for personal information from minors. Ez Innovations does not knowingly allow minors to use our website, products, services and/or documentation. If you are a minor, please do not use our website, products, services and/or documentation, or send us your personal information. Please contact us by sending an email to our email address: [info@ezinnovations.co.za](mailto:info@ezinnovations.co.za) if you believe that a minor might be using our website, products, services and/or documentation and/or if you think we might have personal information from or about a minor.

#### **9.12. Access to your personal information**

Ez Innovations wants to ensure that your information is accurate and up to date. You may ask us to correct or remove any information that you think is inaccurate. You have the right to request us to provide you with information that we hold about you. To perform any of these actions, please contact us by sending an email to our customer support email address: [info@ezinnovations.co.za](mailto:info@ezinnovations.co.za).

#### **9.13. Retention of your information**

Ez Innovations keeps your personal information for no longer than necessary for the purposes for which it is processed. The length of time for which we retain personal information depends on the purposes for which we collected and use it and/or as required to comply with applicable laws. Where there are technical limitations that prevent deletion or anonymization, we strive to safeguard personal information and limit active use of it.

#### **9.14. Changes to the policy**

Ez Innovations may change the terms of this policy from time to time in line with any changes that the law or our internal business operations require, without prior notice. The current version of this policy that applies each time you visit and use our website, products, services and/or documentation will regulate our relationship. It is your responsibility to consider the policy each time you use our website, products, services and/or documentation. If you do not agree with any terms of this policy, we request that you immediately stop use of Ez Innovations' website, products, services and/or documentation.

#### **9.15. Concerns/Complaints**

If you have a complaint, are concerned about your personal information or wish to report any malicious activity such as spamming, phishing and the like, please contact us by doing one of the following:

- Contact our customer support centre on +27 (84) 807 8024; or
- Send an email to our email address: [info@ezinnovations.co.za](mailto:info@ezinnovations.co.za).

### **10. Terms specific to Ez Innovations website, products, services and/or documentation**

#### **10.1. Right to use Ez Innovations' website, products, and/or services**

Subject to the Terms and Conditions of Use, Ez Innovations will provide the Ez Innovations website, products, services and/or documentation to users and/or customers in accordance with each user's and/or customer's subscription plan. Ez Innovations grants to each user and/or customer a non-transferrable right and license during the term specified to access and use the Ez Innovations website, products, services and/or documentation up to any applicable limits or maximums, as stipulated.

##### **10.1.1. Authorised users**

Authorised users must be identified by a unique email address. Furthermore, two or more natural persons may not use the Ez Innovations website, products, services and/or documentation as the same authorised user.

## **10.2. Payment terms**

### **10.2.1. Subscription plan**

The prices, features, and options of the Ez Innovations products, services and/or documentation depend on the subscription plan selected as well as any changes instigated by the registered user and/or customer. Ez Innovations does not represent or warrant that a particular subscription plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular subscription plan without prior notice.

### **10.2.2. No refunds**

The registered user or customer will pay Ez Innovations on time all fees associated with the chosen subscription plan, account, or use of the Ez Innovations website, products, services and/or documentation. CUSTOMER'S PAYMENTS ARE NON-REFUNDABLE except as expressly provided in these Terms and Conditions of Use. Charges for all subscription plans will be billed to the registered user or customer in advance, unless otherwise specified in the subscription plan or agreed upon in writing between Ez Innovations and you.

### **10.2.3. Recurring charges**

On purchase of a subscription plan, the registered user or customer is required to provide accurate and complete information for a valid payment method that you are authorised to use. You will be billed for your subscription plan through the payment method you provide. The registered user or customer must promptly notify Ez Innovations of any change in its invoicing address and must update the associated account with any changes related to the payment method. By completing registration for a subscription plan, the registered user or customer authorises Ez Innovations or its agent/s to charge its payment method on a recurring (e.g. monthly or yearly) basis in advance for:

- the applicable subscription plan charges;
- any and all applicable taxes; and
- any other charges incurred in connection with the registered user's or customer's use of the Ez Innovations website, products, services and/or documentation. The authorisation continues through the applicable subscription term and any renewal term (as defined in Section 10.3.2.2.) until the registered user or customer cancels their subscription plan as set forth in Section 10.3.2.

### **10.2.4. Late fees and collection costs**

If Ez Innovations does not receive payment from the registered user's or customer's payment method, the registered user or customer agrees to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to the highest rate permitted by applicable law, determined and compounded daily from the date due until the date paid. The registered user or customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Ez Innovations to collect any amount that is not paid when due. Ez Innovations may accept payment in any amount without prejudice to Ez Innovations' right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to Ez Innovations may not be withheld or offset by the registered user or customer for any reason against amounts due or asserted to be due from Ez Innovations.

### **10.2.5. Invoices**

Ez Innovations will provide billing and usage information in a format we choose, which may change from time to time. Ez Innovations reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. The registered user or customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If the registered user or customer does not bring such problems/discrepancies to Ez Innovations' attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.

### **10.2.6. Benefits**

You may receive or be eligible for certain pricing structures, discounts, free trials, features, promotions, and other benefits (collectively referred to as benefits, hereon) through a business or government agreement with us. Any and all such benefits may be modified or terminated without notice. If you use the Ez Innovations website, products, services, and/or documentation and a business or government entity pays your charges or is otherwise liable for the charges, you authorise us to share your account information with that entity and/or its authorised agents. If you are enrolled in a subscription plan or receive certain benefits, but you are liable for your own charges, then you authorise us to share enough account information to verify your continuing eligibility for those benefits and the subscription plan.

### **10.2.7. Tax responsibility**

The registered user or customer shall be responsible for taxes associated with its purchase of, payment for, access to, or use of Ez Innovations website, products, services, and/or documentation. The registered user or customer hereby confirms that Ez Innovations can rely on the name and address set forth in its registration for a subscription plan as being the place of supply for tax purposes.



### **10.2.8. Free trial and special offers**

10.2.8.1. If you register for a free trial, promotional offer, or other type of limited offer for use of Ez Innovations' website, products, services, and/or documentation, you may be presented with additional terms and conditions, and any such additional terms and conditions are hereby incorporated into these Terms and Conditions of Use by reference and are legally binding. This Section (i.e. Section 10.2.8) supersedes and applies notwithstanding any conflicting provisions with regard to access and use of a free trial.

10.2.8.2. Ez Innovations reserves the right to reduce the term of a trial period, promotional offer period, or any other limited offer period or end it altogether without prior notice.

10.2.8.3. The version of the Ez Innovations website, products, services, and/or documentation that is available for a free trial, promotional offer, or other type of limited offer may not include or allow access to all features or full functionality of Ez Innovations' website, products, services, and/or documentation. Any data that a registered user or customer enters into the Ez Innovations website, products, services, and/or documentation, and any configurations made by or for a registered customer or user, during the free trial, promotional offer, or other type of limited offer will be permanently lost at the end of the trial period unless the registered user or customer exports such data before the end of the trial period.

### **10.3. Term and termination**

#### **10.3.1. Termination – Ez Innovations' website visitors**

A site visitor may terminate their use of the website at any time by ceasing further use of the website. Ez Innovations may terminate your use of the website and deny you access to the website in our sole discretion for any reason or no reason, including for violation of these Terms and Conditions of Use.

#### **10.3.2. Term and termination – registered users or customers**

##### **10.3.2.1. Suspension of access to Ez Innovations website, products, and/or services**

Ez Innovations may suspend any use of the Ez Innovations website, products, services, and/or documentation, remove any content or disable or terminate any account or authorized user that Ez Innovations reasonably and in good faith believes violates these Terms and Conditions of Use. Ez Innovations will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless Ez Innovations reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (b) it is necessary to delay notice in order to prevent imminent harm to the Ez Innovations' website, products, services, and/or documentation or a third-party.

##### **10.3.2.2. Subscription term and automatic renewal**

10.3.2.2.1. The period of effectiveness of these Terms and Conditions of Use, with respect to Ez Innovations' website, products, services, and/or documentation, begins on the date the website visitor, registered user and/or customer accesses and/or starts using Ez Innovations' website, products, services, and/or documentation and continues until the registered user's or customer's subscription plan expires or the use of the Ez Innovations website, products, services, and/or documentation ceases (including as a result of termination in accordance with these Terms and Conditions of Use).

10.3.2.2.2. Ez Innovations' subscription plans automatically renew unless otherwise noted. If you purchase a subscription plan, you agree to pay the then-current applicable fee associated with the subscription plan and further agree and acknowledge that it will automatically renew, unless, prior to the end of the current period of effectiveness of the subscription plan: (a) you terminate your account; (b) Ez Innovations declines to renew your subscription plan; or (c) these Terms and Conditions of Use are otherwise properly terminated as expressly permitted herein. The subscription plan will automatically renew on a monthly or annual basis, depending on the on the subscription plan and term chosen.

10.3.2.2.3. Promotional codes may only be used for your first subscription term, whether it is monthly or annually (as specified). If you purchased your subscription plan with a promotional code, each time your subscription plan renews you will be charged the full monthly or annual billing amount. If your subscription plan is ever terminated for any reason, and you purchase another subscription plan, you shall not be eligible to use a promotional code.

10.3.2.2.4. Ez Innovations reserves the right to modify, terminate, or otherwise amend the fees and features associated with your subscription plan. Ez Innovations may also recommend that you purchase a new subscription plan that is comparable to your previous subscription plan that is ending. Before we change the fees and charges in effect, or add new fees and charges, we will give you advance notice of at least thirty (30) days. If we provide you such advance notice, your continued use of the Ez Innovations website, products, and/or services after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may terminate your subscription plan as described in Section 10.3.2.3. If you accept the new subscription plan, Ez Innovations' Terms and Conditions of Use will apply in the renewal term and thereafter.

### **10.3.2.3. Termination by the registered user or customer**

10.3.2.3.1. For the month to month subscription plan, you may terminate your account at any time before your next scheduled billing date by terminating your account with Ez Innovations. Unfortunately, no termination of your contract can be processed on the day of your scheduled billing date and failure to terminate before your next scheduled billing date will result in you being billed in full for the next month.

10.3.2.3.2. For the annual subscription plan, you may terminate your account at any time before your next scheduled billing date by terminating your account with Ez Innovations. However, termination of your account is not immediate and will automatically be directed through Ez Innovations' email address for Ez Innovations' attention. The balance of the amount owed for the remainder of your subscription plan term is owed to Ez Innovations immediately on confirmation of termination by Ez Innovations.

10.3.2.3.3. Ez Innovations will NOT consider refund requests related to a termination of any subscription plan.

## **11. Warranties and disclaimers**

11.1. The Ez Innovations website, products, services, and/or documentation are provided "as is" and "as available." Your use of the website, products, services, and/or documentation shall be at your sole risk. Ez Innovations and its respective officers, directors, employees, founders, members, shareholders, agents, affiliates, subsidiaries, and licensors:

- makes no additional representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever;
- expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, and title; and
- does not warrant that the Ez Innovations website, products, services, and/or documentation are or will be error free, will meet your requirements, or be timely or secure.

11.2. You will be solely responsible for any damage resulting from use of the Ez Innovations website, products, services, and/or documentation.

11.3. The Ez Innovations parties do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through the Ez Innovations website, and the Ez Innovations parties will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. You are solely responsible for all of your communications and interactions with other persons with whom you communicate or interact as a result of your use of the Ez Innovations website, products, services, and/or documentation.

## **12. Governing law**

These Terms and Conditions of Use will be governed by and interpreted in terms of South African laws.

## **13. Enforceability**

13.1. The Terms and Conditions of Use constitutes the entire agreement between the Ez Innovations parties and you in regard to the subject matter thereof and no addition to, variation, modification or consensual cancellation of this Terms and Conditions of Use shall be of any force or effect unless recorded in writing and signed by or on behalf of the duly authorised representatives of the involved parties.

13.2. Should any clause or term of these Terms and Conditions of Use be invalid, unenforceable or illegal, the remaining terms and provisions of the Terms and Conditions of Use shall be deemed to be severable therefrom and shall continue in full force and effect.

13.3. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOUR USE OF THE EZ INNOVATIONS WEBSITE, PRODUCTS, SERVICES, AND/OR DOCUMENTATION ARE AT YOUR SOLE DISCRETION AND RISK. EZ INNOVATIONS AND ITS PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES SUFFERED BY YOU, WHETHER ARISING FROM A VISIT TO THE WEBSITE, THIS TERMS AND CONDITIONS OF USE, THE EZ INNOVATIONS PRODUCTS, SERVICES OR DOCUMENTATION OR OTHERWISE.

## **14. Complaints or queries**

You agree to submit all complaints relating to these Terms and Conditions of Use and to the use of Ez Innovations' website, products, services, and/or documentation to Ez Innovations first, in order to afford Ez Innovations an opportunity to resolve the complaint before you proceed to any relevant authority.

All enquiries and complaints must be made by contacting Ez Innovations':

- call centre on +27 (84) 807 8024 or
- email to [info@ezinnovations.co.za](mailto:info@ezinnovations.co.za).