

# brendit

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## Terms of Use

Effective Date: 01.09.2024

These Terms and Conditions ("Agreement") constitute a binding legal contract between you ("User" or "you") and Brendit AI ("Company", "we", "us", or "our"). By accessing and using the Brendit AI website, services, or applications (collectively, "Services"), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement. If you do not agree with these Terms and Conditions, you must immediately discontinue the use of our Services.

### 1. Services Provided

#### 1.1. Overview of Services

Brendit AI provides automated brand monitoring, reputation management, and competitor tracking services for businesses and individuals. By analyzing publicly available online data, we generate insights and reports aimed at assisting Users in managing their online presence.

#### 1.2. Service Modifications

We reserve the right to modify, update, or discontinue any aspect of our Services at any time without prior notice. We are not liable for any modification, suspension, or discontinuance of any Services offered.

#### 1.3. Eligibility

By using our Services, you affirm that you are at least 18 years of age or have the legal authority to enter into this Agreement on behalf of a company or entity. If you are using the Services on behalf of an organization, you represent that you have the authority to bind that entity to this Agreement.

### 2. User Accounts and Responsibilities

#### 2.1. Account Registration

To access certain features of the Services, Users must create an account. Users are responsible for maintaining the confidentiality of their account information and are fully responsible for all activities that occur under their account.

## **2.2. User Obligations**

You agree to provide accurate, current, and complete information when registering for an account. You are prohibited from using the Services for any unlawful purpose, and you agree to comply with all applicable laws and regulations, including but not limited to South African laws, such as the Electronic Communications and Transactions Act (ECTA) of 2002 and the Protection of Personal Information Act (POPIA).

## **2.3. Prohibited Activities**

You may not use the Services to engage in activities that are harmful, illegal, or otherwise prohibited, including but not limited to:

- Violating intellectual property rights.
- Distributing viruses or other malicious software.
- Harassing, defaming, or harming others.

## **3. Subscription and Payment Terms**

### **3.1. Subscription Plans**

Brendit AI offers various subscription plans that provide different levels of access to our Services. Details of the subscription plans, including fees and billing periods, are outlined during the registration process.

### **3.2. Billing and Payment**

By subscribing to our Services, you authorise Brendit AI to charge your selected payment method for the applicable subscription fees. Subscription fees are billed in advance on a recurring basis (monthly, annually, or as otherwise specified).

### **3.3. Refunds**

Unless otherwise provided, all payments made to Brendit AI are non-refundable. We may issue refunds in our sole discretion, and any such refunds will be considered final.

### **3.4. Auto-Renewal**

Your subscription will automatically renew at the end of each billing period unless canceled prior to the renewal date. You may cancel your subscription at any time through your account settings. Cancellations will take effect at the end of the current billing cycle.

## **4. Data Collection and Privacy**

### **4.1. Compliance with POPIA**

Brendit AI is committed to protecting your privacy in accordance with the Protection of Personal Information Act (POPIA). We collect, use, and store personal information only to the extent necessary to provide our Services.

### **4.2. Data Security**

We employ industry-standard security measures to protect your data. However, while we strive to ensure the security of your personal information, we cannot guarantee absolute security, and you agree that you use the Services at your own risk.

#### **4.3. Third-Party Services**

Our Services may include integrations with third-party services. Brendit AI is not responsible for the privacy practices or content of such third-party services.

### **5. Intellectual Property Rights**

#### **5.1. Ownership of Content**

All content, data, and materials provided on or through the Services, including but not limited to logos, software, text, graphics, and multimedia content, are the property of Brendit AI or its licensors and are protected by applicable intellectual property laws. You may not copy, modify, distribute, or use any content from the Services without our express written permission.

#### **5.2. User-Generated Content**

By submitting content (including comments, feedback, or other materials) to Brendit AI, you grant us a non-exclusive, worldwide, royalty-free, irrevocable license to use, reproduce, modify, and distribute your content in connection with our Services.

### **6. Limitation of Liability**

#### **6.1. No Warranties**

The Services are provided on an "as is" and "as available" basis. Brendit AI disclaims all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

#### **6.2. Limitation of Liability**

To the maximum extent permitted by South African law, Brendit AI shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of the Services, including but not limited to loss of revenue, data, or goodwill.

#### **6.3. Liability Cap**

Our total liability to you for any claims arising from this Agreement or the Services shall not exceed the amount paid by you for the Services in the twelve (12) months preceding the event giving rise to the claim.

### **7. Governing Law and Dispute Resolution**

#### **7.1. Governing Law**

This Agreement and any disputes arising out of or related to it shall be governed by the laws of the Republic of South Africa.

## **7.2. Dispute Resolution**

Any disputes arising from this Agreement shall be submitted to binding arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA). The arbitration shall take place in South Africa, and the decision of the arbitrator shall be final and binding.

## **8. Termination of Services**

### **8.1. Termination by User**

You may terminate your account at any time by notifying us in writing. Upon termination, your access to the Services will be discontinued, and no refunds will be issued for any unused portion of your subscription.

### **8.2. Termination by Brendit AI**

We reserve the right to suspend or terminate your account at any time for violation of these Terms and Conditions or for any reason we deem necessary, including non-payment of subscription fees.

## **9. Modifications to the Terms**

Brendit AI reserves the right to modify these Terms and Conditions at any time. Any modifications will be posted on our website, and continued use of the Services constitutes your acceptance of the updated terms.

## **10. Miscellaneous**

### **10.1. Entire Agreement**

This Agreement constitutes the entire agreement between you and Brendit AI concerning the use of our Services. Any failure by Brendit AI to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

### **10.2. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **11. Contact Information**

If you have any questions or concerns regarding these Terms and Conditions, please contact us at [support@brendit.ai](mailto:support@brendit.ai). **Brendit AI** is a brand of Care4Reputation (PTY) Ltd., 45 Buitengracht Street, 8001 Cape Town, South Africa.