

Terms of Service

[Creative Media Innovation (PTY) LTD] | Process Management SaaS Platform

Effective Date: 7 May 2026

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM. BY ACCESSING OR USING THE PLATFORM, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS.

1. Definitions

In these Terms of Service, the following terms shall have the meanings set out below:

- "Agreement" means these Terms of Service together with any Order Form, and any documents incorporated by reference.
- "Company", "we", "us", or "our" refers to [Creative Media Innovation (PTY) LTD].
- "Customer", "you", or "your" refers to the business entity that has accepted this Agreement.
- "Platform" means the process management software-as-a-service solution provided by the Company.
- "Users" means the employees, contractors, or agents of the Customer who are authorised to access the Platform.
- "Subscription" means the right granted to the Customer to access and use the Platform during the Subscription Term.
- "Subscription Term" means the period for which the Customer has paid the applicable Subscription Fees.
- "Customer Data" means all data submitted by or on behalf of the Customer through the Platform.
- "Order Form" means the commercial document agreed between the Company and the Customer specifying the Subscription, fees, and other commercial terms.

2. Access and Use of the Platform

2.1 Licence Grant

Subject to the Customer's compliance with this Agreement and timely payment of all Subscription Fees, the Company grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform during the Subscription Term, solely for the Customer's internal business operations.

2.2 Authorised Users

The Customer is responsible for ensuring that only authorised Users access the Platform. The Customer shall not permit any third party to access or use the Platform. Each User account is personal and may not be shared or used by more than one individual.

2.3 Acceptable Use

The Customer agrees not to, and shall ensure its Users do not:

- Use the Platform for any unlawful purpose or in violation of applicable laws or regulations;
- Attempt to gain unauthorised access to any part of the Platform or its related systems;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform;
- Copy, modify, or create derivative works based on the Platform;
- Remove or obscure any proprietary notices on the Platform;
- Use the Platform to transmit any malicious code, viruses, or harmful data;
- Resell, sublicense, or otherwise make the Platform available to third parties.

3. Subscription and Fees

3.1 Subscription Plans

The Platform is offered on a subscription basis. The applicable plan, fees, billing cycle (monthly or annual), and included features are set out in the Order Form or the Company's current pricing schedule.

3.2 Payment Terms

Subscription Fees are due and payable in advance of each billing period. The Company accepts payment via the methods specified on the Platform. All fees are exclusive of applicable taxes (including VAT/GST), which shall be added at the applicable rate.

3.3 Renewals

Subscriptions automatically renew at the end of each Subscription Term unless the Customer provides written notice of cancellation at least 30 days prior to the renewal date.

3.4 Price Changes

The Company reserves the right to change Subscription Fees. The Company will provide at least 30 days' written notice of any price change. Continued use of the Platform after the effective date of a price change constitutes acceptance of the new pricing.

3.5 Late Payment

If any Subscription Fees are not received by the due date, the Company reserves the right to suspend access to the Platform until all outstanding amounts are paid in full.

4. Customer Data

4.1 Ownership

As between the parties, the Customer retains all rights, title, and interest in and to the Customer Data. The Company does not claim ownership over Customer Data.

4.2 Licence to Customer Data

The Customer grants the Company a limited, non-exclusive licence to process Customer Data solely as necessary to provide the Platform and perform its obligations under this Agreement.

4.3 Data Accuracy

The Customer is solely responsible for the accuracy, quality, and legality of Customer Data and for ensuring it has all necessary rights to submit such data to the Platform.

5. Intellectual Property

The Company retains all intellectual property rights in and to the Platform, including all underlying software, algorithms, interfaces, documentation, and improvements thereto. Nothing in this Agreement transfers any intellectual property rights to the Customer. Any feedback or suggestions provided by the Customer may be used by the Company without restriction or compensation.

6. Confidentiality

Each party agrees to keep confidential any non-public information of the other party disclosed in connection with this Agreement ('Confidential Information'), and to use such information only for purposes of this Agreement. Each party shall protect the other's Confidential Information using the same standard of care it uses to protect its own confidential information, but no less than reasonable care. These obligations do not apply to information that is publicly known, independently developed, or required to be disclosed by law.

7. Warranties and Disclaimers

7.1 Company Warranties

The Company warrants that: (a) it has the right to provide the Platform; and (b) the Platform will perform materially in accordance with its documentation under normal use.

7.2 Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN CLAUSE 7.1, THE PLATFORM IS PROVIDED 'AS IS' AND 'AS AVAILABLE'. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR DATA;

- THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY THE CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Nothing in this Agreement excludes liability for fraud, death or personal injury caused by negligence, or any other liability that cannot be excluded by law.

9. Term and Termination

9.1 Term

This Agreement commences on the date the Customer first accepts it and continues until terminated in accordance with this clause.

9.2 Termination for Convenience

The Customer may terminate this Agreement by providing 30 days' written notice. No refunds will be issued for any unused portion of a prepaid Subscription Term.

9.3 Termination for Cause

Either party may terminate this Agreement immediately on written notice if the other party materially breaches this Agreement and fails to remedy such breach within 14 days of receiving written notice.

9.4 Effect of Termination

Upon termination: (a) all licences granted under this Agreement immediately cease; (b) the Customer shall cease using the Platform; and (c) the Company will make Customer Data available for export for 30 days, after which it may be deleted.

10. Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law provisions. The parties agree to attempt to resolve any dispute informally before resorting to formal proceedings. Any unresolved disputes shall be subject to the exclusive jurisdiction of the courts of South Africa.

Note: Customers in the European Union may be entitled to additional rights under applicable EU law. Where required by mandatory local law, such rights shall apply.

11. General

- Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements.
- Amendments: The Company may update these Terms by providing 30 days' written notice. Continued use after the effective date constitutes acceptance.

- **Severability:** If any provision is found invalid or unenforceable, the remaining provisions continue in full force.
- **Waiver:** Failure to enforce any provision shall not constitute a waiver of future enforcement.
- **Assignment:** The Customer may not assign its rights under this Agreement without prior written consent. The Company may assign this Agreement in connection with a merger or acquisition.
- **Notices:** All notices must be in writing and sent to the email addresses specified in the Order Form.

For questions about these Terms of Service, please contact: legal@cmibridge.com