Terms and Conditions

1. Agreement to Terms

These Terms and Conditions ("Terms") govern your access to and use of all applications, websites, platforms, software, artificial intelligence solutions, products, and services (collectively, the "**Nexa Beyond Products**") provided by **Nexa Beyond Pty Ltd** ("**Nexa Beyond**", "**we**", "**our**", or "**us**").

By accessing, browsing, registering for, or using any Nexa Beyond Product, you acknowledge that you have read, understood, and agree to be bound by these Terms and all applicable laws and regulations.

If you do not agree with these Terms, you must not access or use any Nexa Beyond Product.

Nexa Beyond reserves the right to amend, update, modify, or replace these Terms at any time.

Updated Terms will become effective upon publication unless otherwise stated. Your continued use of any Nexa Beyond Product following such changes constitutes acceptance of the revised Terms.

2. Eligibility and User Responsibilities

By using any Nexa Beyond Product, you represent and warrant that:

- You have the legal capacity and authority to be bound by these Terms
- Where information is requested from you, it is accurate, complete, and current and you will promptly update such information if it becomes inaccurate, uncomplete or outdated
- You will use Nexa Beyond Products only for their intended purpose, for lawful purposes and in accordance with these Terms and all applicable laws and regulations

You may not:

- Interfere with, disrupt or compromise the operation, availability, performance or security of any Nexa Beyond Product.
- Attempt to gain unauthorised access to any Nexa Beyond Product, system, network, data, or account.
- Upload, transmit, or introduce malicious software, malware, viruses, ransomware, or harmful code.
- Reverse engineer, decompile, disassemble, copy, modify or otherwise attempt to derive the source code, underlying models, algorithms or architecture of any Nexa Beyond Product except where permitted by law.
- Circumvent, disable, or interfere with any security measures or access controls.
- Use any automated means, including bots, scripts, scrapers or similar technologies, to access or extract information from a Nexa Beyond Product.
- Use any Nexa Beyond Product to develop, train, benchmark or improve a competing product or service.
- Use any Nexa Beyond Product in a manner that infringes the rights of any person.

3. Information Security and Privacy

Nexa Beyond is committed to protecting information entrusted to it through the implementation of appropriate technical and organisational security measures.

All information submitted, uploaded, transmitted or otherwise made available through any Nexa Beyond Product will be collected, processed, stored, transferred and destroyed by Nexa Beyond in accordance with its Information Security Management and Privacy Policy, which forms part of these Terms.

To the extent that such information includes personal information, Nexa Beyond will collect, process, store, transfer and destroy personal information in accordance with: The Protection of Personal Information Act 4 of 2013 ("POPIA");

- Applicable South African laws and regulations; and
- The Nexa Beyond Information Security Management and Privacy Policy.

You acknowledge that:

- Any information submitted, uploaded, transmitted, generated or otherwise made available through any Nexa Beyond Product may be collected, processed, stored, transferred and destroyed electronically by Nexa Beyond
- Any information may be stored on secure cloud infrastructure operated by Nexa Beyond or its approved service providers.
- Nexa Beyond implements reasonable technical and organisational safeguards designed to protect information throughout its collection, processing, storage, transfer and destruction against unauthorised access, disclosure, alteration, destruction or other compromise.

4. Account Security

Where a Nexa Beyond Product requires account registration, you are responsible for:

- Creating and maintaining accurate and complete account information;
- Creating and maintaining secure login credentials; including a strong password;
- Keeping your login credentials confidential;
- Taking all reasonable steps to prevent unauthorised access to your account and login credentials;
- Ensuring that any device used to access a Nexa Beyond Product is appropriately secured against unauthorised access;
- Immediately notifying Nexa Beyond of any actual or suspected unauthorised access to your account, compromise of your login credentials or other security incident by reporting it to Nexa Beyond at incidentreport@nexabeyond.com.

You are responsible for all activities conducted through your account unless such activities result solely from a verified security failure attributable to Nexa Beyond.

Nexa Beyond may suspend, restrict or terminate your account in accordance with clause 15 (Suspension and Termination).

5. Artificial Intelligence and Automated Services

Certain Nexa Beyond Products may utilise artificial intelligence, machine learning, automation technologies, or large language models.

You acknowledge and agree that:

- AI-generated, AI-assisted and AI-enhanced content may contain inaccuracies, omissions, outdated information, hallucinations, fabricated citations, incorrect reasoning, bias, or other unintended or unpredictable outputs.
- AI-generated, AI-assisted and AI-enhanced outputs are provided to assist you only and must be independently reviewed, validated and verified before being relied upon.
- You remain solely responsible for reviewing, validating and verifying any output before relying on it.
- AI-generated responses do not constitute legal, financial, medical, regulatory, accounting, or other professional advice, and should not be relied upon as a substitute for advice obtained from a suitably qualified professional.

Nexa Beyond does not guarantee the accuracy, completeness, reliability, or suitability of AI-generated outputs.

6. User Content

You retain ownership of information, content, data, documents, files, and materials submitted to Nexa Beyond Products ("User Content").

By submitting User Content, you grant Nexa Beyond a non-exclusive, worldwide, royalty-free licence to:

- process and host the User Content in accordance with the Information Security Management and Privacy Policy;
- make the User Content available to you and any users you authorise through the relevant Nexa Beyond Product;
- analyse and process the User Content for service delivery, security monitoring, troubleshooting, compliance, and to improve the functionality, security and performance of Nexa Beyond Products.

You represent and warrant that:

- you have all necessary rights, licences, authorities, consents and permissions to submit, upload, transmit, process and otherwise make available the User Content;
- the User Content does not and will not infringe or violate any intellectual property rights, privacy rights, confidentiality obligations, contractual obligations or any applicable law or regulation, and is not unlawful, fraudulent, defamatory, misleading, malicious or otherwise prohibited by these Terms or applicable law.

7. Service Availability

While Nexa Beyond aims to provide reliable services, we do not guarantee that any Nexa Beyond Product will be:

- available continuously or at all times;
- free from interruption, delay, degradation or downtime;
- free from errors, defects, vulnerabilities or malicious software;
- compatible with all devices, browsers, operating systems, software or networks; or
- free from disruption resulting from maintenance or upgrades.

Nexa Beyond reserves the right to:

- modify, update, enhance, suspend, restrict, discontinue or replace any Nexa Beyond Product or feature;
- perform scheduled or emergency maintenance, updates or security enhancements, with or without prior notice;
- implement security controls or other protective measures that may temporarily affect availability or functionality; and
- suspend or restrict access to protect the security, integrity, performance or lawful operation of any Nexa Beyond Product.

Nexa Beyond will not be liable for any unavailability, interruption, delay, degradation or failure of any Nexa Beyond Product caused by events beyond its reasonable control, including load shedding, power or network failures, acts of God, natural disasters, epidemics, pandemics, war, civil unrest, strikes, or the acts or omissions of third parties (a "force majeure event").

8. Third-Party Services and Links

Nexa Beyond Products may integrate with, link to, or provide access to third-party software, websites, content, application programming interfaces (APIs), platforms or services that are not owned or controlled by Nexa Beyond ("Third-Party Services"). The Third-Party Services made available may change from time to time, and Nexa Beyond may add or remove any Third-Party Service at any time.

Nexa Beyond:

- does not control, operate or manage any Third-Party Service;
- does not endorse any Third-Party Service or third-party content unless expressly stated; and
- will not be liable for the availability, accuracy, security, performance, or practices of any Third-Party Service.

Your use of any Third-Party Service is at your own risk and is governed by the applicable third-party terms and policies.

You acknowledge and agree that, where you access or use any Third-Party Service, information (including User Content) may be transmitted to, accessed by, or shared with that Third-Party Service, and you consent to such transmission, access and sharing. Nexa Beyond will handle such information in accordance with its Information Security Management and Privacy Policy.

9. Disclaimers

Nexa Beyond Products are provided on an "**as is**" and "**as available**" basis.

To the fullest extent permitted by law, and subject to any rights you may have under the Consumer Protection Act 68 of 2008 that cannot lawfully be excluded, Nexa Beyond gives no warranties or representations of any kind, whether express, implied, statutory or otherwise, in relation to any Nexa Beyond Product, and in particular does not warrant that any Nexa Beyond Product is fit for any particular purpose or free of defects.

10. Limitation of Liability

To the maximum extent permitted by law, Nexa Beyond, its directors, officers, employees, contractors, affiliates, partners, licensors and suppliers will not be liable for any direct, indirect, incidental, special, consequential, punitive or economic loss or damage, including, without limitation, loss of profits, loss of revenue, loss of business, loss of business opportunities, loss of goodwill, loss of data, reputational harm or business interruption, arising out of or in connection with the use of, or inability to use, any Nexa Beyond Product, including in connection with:

1. access to or use of any Nexa Beyond Product;
2. any inability to access or use any Nexa Beyond Product;
3. any User Content;
4. any Third-Party Service;
5. any unauthorised access to systems or information;
6. any security incident beyond Nexa Beyond's reasonable control; and
7. any reliance on any content, recommendation or AI-generated, AI-assisted or AI-enhanced output.

Where liability cannot lawfully be excluded, the aggregate liability of Nexa Beyond arising out of or in connection with these Terms or any Nexa Beyond Product will not exceed the total fees paid by you to Nexa Beyond for the relevant Nexa Beyond Product during the twelve (12) months immediately preceding the event giving rise to the claim or, where no fees have been paid, R1000.00.

11. Indemnification

You indemnify Nexa Beyond and its directors, officers, employees, affiliates, partners, and agents against any and all claims, demands, actions, proceedings, losses, liabilities, damages, penalties, fines, costs and expenses (including legal costs on an attorney-and-own-client scale) arising out of, relating to, or in connection with:

- your breach of these Terms;
- your use or misuse of any Nexa Beyond Product;
- your User Content;
- your violation of any applicable law or regulation;
- your infringement or violation of any third-party rights, including intellectual property, privacy or confidentiality rights; and
- your negligence, wilful misconduct or fraud.

12. Intellectual Property

All right, title and interest in and to all software, designs, content, trademarks, branding, logos, processes, documentation, databases, and technology incorporated into Nexa Beyond Products are owned by or licensed to Nexa Beyond and protected under applicable intellectual property laws.

Nothing in these Terms transfers or grants to you any right, title or interest in or to any Nexa Beyond Product, other than the limited right to use the Nexa Beyond Products in accordance with these Terms.

Users may not copy, reproduce, modify, adapt, distribute, publish, sell, sublicense, lease, assign, reverse engineer, decompile, disassemble, create derivative works from, or otherwise exploit any part of a Nexa Beyond Product without Nexa Beyond's prior written consent.

13. Information Retention and Deletion

In accordance with its Information Security Management and Privacy Policy, Nexa Beyond retains information only for as long as necessary to:

- Deliver services;
- Meet contractual obligations;
- Comply with legal and regulatory requirements;
- Resolve disputes;
- Enforce these Terms.

Nexa Beyond reserves the right to archive or securely delete inactive accounts and related information in accordance with its Information Security Management and Privacy Policy and applicable legislation. An account is considered inactive where it has not been accessed for a continuous period of [12] months.

14. Information Security Incidents

Nexa Beyond maintains procedures for identifying, managing, investigating, responding to, and reporting information security incidents in accordance with its Information Security Management and Privacy Policy.

If you become aware of an actual or suspected information security incident, including but not limited to:

- Unauthorised access;
- Data breaches;
- Disclosure of confidential information;
- Malware infections;
- Compromised accounts;
- System misuse;

you must immediately report the incident to:

incidentreport@nexabeyond.com

Where required by law, affected individuals and relevant authorities will be notified in accordance with applicable legal requirements.

15. Suspension and Termination

Nexa Beyond may, at its sole discretion, suspend, restrict, require the reset of login credentials or terminate any account or access to any Nexa Beyond Product where it reasonably believes that:

- the account has been compromised;
- these Terms have been breached;
- the account is being used in an unauthorised, unlawful or fraudulent manner;
- continued access poses a security or operational risk to any Nexa Beyond Product or its users; or
- suspension, restriction or termination is required to investigate a suspected security incident or to comply with applicable law or a lawful direction of a competent authority.

Termination does not affect any rights or obligations accrued prior to termination.

16. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Any dispute arising from or relating to these Terms or the use of any Nexa Beyond Product shall be subject to the exclusive jurisdiction of the courts of South Africa.

17. Severability

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

18. Entire Agreement

These Terms, together with the Information Security Management and Privacy Policy and any applicable service-specific agreements, constitute the entire agreement between you and Nexa Beyond regarding the use of Nexa Beyond Products.

19. Contact Information

For questions regarding these Terms and Conditions, please contact:

Nexa Beyond Pty Ltd
info@nexabeyond.com

For security incidents:
incidentreport@nexabeyond.com