



## Terms of Use for Quantilytix

Last updated: [29/09/2025]

These Terms of Use (“Terms”) govern your access to and use of the website [quantilytix.co.za](https://quantilytix.co.za) (the “Site”) and any services, tools, or systems provided by Quantilytix (the “System,” “Services,” or “Platform”). By accessing or using the Site or System, you agree to be bound by these Terms. If you do not agree, do not use them.

## 1. Definitions

- **“Quantilytix,” “we,” “us,” “our”** means the owner, operator, and provider of the Site and the System.
- **“You,” “User,” “Customer”** means any person or entity who accesses or uses the Site or the System.
- **“Content”** means any text, data, graphics, images, logos, software, audio, video, or other materials made available through the Site or System.
- **“User Content”** means any content you submit or upload via the System (e.g. data, feedback, comments, files).
- **“Account”** means your registered user account on the System (if applicable).
- **“Third-Party Services”** means external services, APIs, or data providers integrated into the System.

## 2. Scope & Acceptance

1. These Terms apply between you and Quantilytix with respect to your access to and use of the Site and System.
2. By using the Site or System, you confirm that (a) you are of legal age (or have parental/guardian consent); (b) you have the capacity to enter into binding contracts; and (c) your use is in compliance with all applicable laws and regulations.
3. Quantilytix may change or update these Terms from time to time. We will post the revised Terms on the Site and update the “Last updated” date. Your continued use after changes constitutes acceptance of the new Terms.

## 3. Access, Registration & Accounts

1. Some parts of the System may require you to register and maintain an Account. You must provide accurate, complete, and up-to-date information.
2. You are responsible for safeguarding your account credentials (username, password, API keys, etc.). You accept liability for all activity occurring under your account (unless due to our gross negligence or willful misconduct).
3. You must notify us immediately of any unauthorized use or security breach of your account.
4. Quantilytix reserves the right to suspend, deactivate, or delete accounts that violate these Terms or for other reasons (e.g. nonpayment, security risks, legal obligations).

## 4. Use of the System & Restrictions

1. You may use the System only for lawful purposes and in accordance with these Terms.
2. You must not:
  - Use the System in any way that violates laws, regulations, or third-party rights.
  - Reverse engineer, decompile, or attempt to derive the source code of the System.
  - Interfere with or disrupt the integrity or performance of the System.
  - Introduce viruses, malware or other harmful code.
  - Use bots, scrapers, automated scripts, or other data harvesting methods, unless explicitly allowed.
  - Use the System to transmit spam, unsolicited messages, or to perform phishing or fraud.
  - Upload or transmit content that is defamatory, obscene, abusive, hateful, or otherwise objectionable.
  - Impersonate others or misrepresent your affiliation.
  - Encourage or enable any other person to do any of the above.
3. We may impose usage limits, quotas, or feature restrictions, which we may update from time to time.

## 5. User Content & Ownership

1. You retain ownership of User Content you submit, upload, or generate via the System.
2. By providing User Content, you grant Quantilytix a worldwide, nonexclusive, royalty-free, sublicensable, transferable license to host, store, use, reproduce, modify, display, distribute, and perform the User Content solely to provide the System and Services to you and other users (as applicable).
3. You represent and warrant that you have all necessary rights to the User Content and that its use by Quantilytix will not infringe third-party rights.
4. We may remove or disable access to User Content at our discretion (e.g. if it violates rules, is unlawful, or via a court order).

## 6. Intellectual Property & License

1. All intellectual property rights in the Site, System, software, designs, documentation, algorithms, databases, and other materials (excluding your User Content) are owned by Quantilytix or its licensors.
2. Subject to your compliance with these Terms, we grant you a limited, nonexclusive, nontransferable, revocable license to access and use the Site and System for your internal business or personal purposes.
3. You may not copy, modify, distribute, sublicense, or create derivatives of the System or underlying works (except as expressly permitted).

## 7. Third-Party Content and Links

1. The Site or System may contain links to third-party websites, APIs, or services. Such links are provided “as is.” We do not control or endorse those services and are not responsible for their content or practices.
2. Your use of third-party services is at your own risk, and you should review their terms and privacy policies.

## 8. Privacy & Data Protection

1. Our Privacy Policy (or Data Protection Policy) describes how we collect, use, store, share, and protect personal data. Use of our Site and System is also governed by that policy (which is incorporated by reference).
2. You agree to comply with applicable data protection and privacy laws (e.g. POPIA in South Africa, GDPR if EU users).
3. Where required, you will obtain all necessary consents from data subjects whose personal information you upload or process via the System.

## 9. Fees, Payment & Billing (if applicable)

1. If the System or certain features are provided on a paid basis, we will describe the fees, billing cycles, payment methods, and refund policies in a separate schedule or pricing page.
2. You agree to pay all fees when due. If you do not, we may suspend or discontinue your access.
3. All fees are non-refundable except as expressly provided.
4. You are responsible for applicable taxes or duties (e.g. VAT, withholding taxes).

## 10. Warranties & Disclaimers

1. **Limited Warranty:** We will use reasonable efforts to host and maintain the System.
2. **Disclaimers:** To the fullest extent permitted by law, the System is provided “as is” and “as available,” without warranties of any kind (express or implied). We disclaim warranties of merchantability, fitness for a particular purpose, noninfringement, uninterrupted or error-free operation.
3. We do not guarantee that the System will meet your requirements, be error-free, secure, or available at all times.

## 11. Limitation of Liability

1. To the extent permitted by law, Quantilytix (and its officers, employees, agents, and affiliates) shall not be liable for:
  - Loss of profits, revenue, business, or anticipated savings;
  - Loss or corruption of data;
  - Indirect, special, or consequential damages;
  - Any damages arising from you accessing or using (or inability to use) the System.
2. In no event shall our total liability exceed the amounts you have paid (if any) to Quantilytix in the past 12 months for the service giving rise to liability (or, if none, a minimal statutory amount).

## 12. Indemnification

You agree to indemnify, defend, and hold harmless Quantilytix (and its officers, employees, agents, affiliates) from and against any claims, damages, liabilities, losses, costs, or expenses (including reasonable legal fees) arising from:

- Your use of the Site or System;
- Your User Content;
- Your violation of these Terms;
- Your violation of any laws or third-party rights.

### 13. Suspension, Termination & Effects

1. We may suspend or terminate your access or account at any time for any reason (e.g. breach, nonpayment, request, legal requirement).
2. Upon termination, your rights under these Terms will cease, including license rights to use the System.
3. Any provisions that, by their nature, should survive termination (e.g. intellectual property, disclaimers, limitations, indemnity) will survive.

### 14. Changes & Updates

We may update or modify the System (features, interface, integrations) at any time. We may also introduce new features, discontinue old features, or impose limits. We will provide notice as appropriate, but are not obligated to maintain any specific functionality indefinitely.

### 15. Governing Law & Dispute Resolution

1. These Terms are governed by and construed in accordance with the laws of **Republic of South Africa** without regard to conflict of laws rules.
2. Any dispute arising under or in connection with these Terms must be resolved in the competent courts of **Durban / KwaZulu Natal** (or via arbitration if you prefer).
3. Before bringing formal proceedings, the parties should attempt to resolve disputes amicably (e.g. by good-faith negotiation, mediation).

### 16. Notices

Any notice under these Terms must be in writing and delivered to the other party at the address (physical or email) provided by you or as published by Quantilytix. Notices are effective when received (or deemed received under legal rules).

### 17. General Provisions

1. **Severability:** If any provision is held invalid or unenforceable, the remainder of these Terms continue in effect.
2. **Waiver:** A failure to enforce any right does not waive that right.
3. **Assignment:** Quantilytix may assign or transfer its rights or obligations under these Terms (e.g. in merger or sale). You may not assign your rights without our consent (except to your successor in business).
4. **Entire Agreement:** These Terms (together with the Privacy Policy and any supplemental terms) constitute the entire agreement between you and Quantilytix regarding your use of the Site and System, superseding prior agreements.