

Terms and Conditions

These terms and conditions (the “Agreement”) establish the comprehensive legal framework governing Your access to and Usage of the quickrecognition.co.za website (the “Website”) and its related products and services (collectively, the “Services”). This Agreement serves as a binding legal contract between You (referred to as “User,” “You,” or “Your”) and Quick Recognition Pty Ltd. (“Quick Recognition Pty Ltd.,” “We,” “Us,” or “Our”). In the event You are accessing and using the Website or Services in a personal capacity or on behalf of a corporate entity, business organization, or any other legal entity, You hereby represent and warrant that You possess the necessary authority to bind such entity to the terms outlined in this Agreement. In such cases, references to “User,” “Your,” or “You ” shall refer to the entity You represent. If You lack the requisite authority or do not agree with the terms outlined in this Agreement You are expressly prohibited from accepting this Agreement and from accessing or using the Website and Services. By continuing to use and access the Website and Services, You confirm that You have thoroughly reviewed, understood, and agreed to abide by the terms of this Agreement and privacy policy. It is important to recognize that this Agreement constitutes a legally binding contract between You and Quick Recognition Pty Ltd., even though it is presented in an electronic format and does not require a physical signature.

Accounts and membership

If You choose to create an account on the Website, You accept full responsibility for maintaining the confidentiality and security of Your account credentials, including Your Username and password. You also agree that You are solely responsible for all activities that occur under Your account, including but not limited to any transactions, content submissions, or other actions undertaken Using Your account. Quick Recognition Pty Ltd. reserves the right, but is under no obligation, to review new accounts before granting full access to the Website and Services. If You provide false or misleading contact and medical information during the account registration process, we may terminate Your account immediately and, in some cases, without prior notice. Quick Recognition Pty Ltd will not be responsible for any incorrect action, event, treatment or diagnosis should You have provided false or misleading medical information pertaining to Your person. In the event of any unauthorized access to Your account or any security breach, You must notify Us promptly. Failure to do so may result in further unauthorized activity for which we will not be held liable. Quick Recognition Pty Ltd will not be responsible for any damages or losses incurred as a result of Your failure to secure Your account information. Additionally, we retain the right to suspend, disable, or permanently delete Your account if we determine that Your conduct or content violates any provision of this Agreement or is harmful to Our reputation. If Your account is terminated for these reasons, You are expressly prohibited from re-registering for the Services, and we may block Your email address and IP address to prevent further attempts to access the Website and Services.

Billing and payments

You are required to pay all fees and charges associated with Your account in accordance with the pricing and billing terms in effect at the time the payment is due. All pricing is listed in South African Rand (ZAR) unless otherwise specified. Our Services are offered on a recurring subscription basis, which means that Your subscription will automatically renew at the end of the billing cycle selected by You unless You cancel Your subscription prior to the renewal date. By subscribing, You authorize Us to charge the payment method on file at the recurring intervals selected by You. You may cancel Your subscription at any time through Your account settings on the Website. If You choose to cancel, Your subscription will remain active until the end of the current billing cycle, and You will not be charged for the subsequent renewal. If You do not cancel Your subscription before the renewal date, it will automatically renew, and the applicable fees will be charged to Your payment method.

Accuracy of information

While we strive to ensure that all information on the Website is accurate and up to date, the information available on the Website may contain inaccuracies, omissions, or typographical errors. We reserve the right to correct any errors, inaccuracies, or omissions at any time, without prior notice, even after an order has been submitted. This may include cancelling orders if the information pertaining to the purchase was incorrect at the time of submission. Additionally, we are not obligated to update or amend any outdated information on the Website, including but not limited to pricing information, except as required by law. It is important to note that the presence of an update or refresh date on the Website should not be interpreted as an indication that all information has been modified or is current.

Links to other resources

The Website and Services may contain links to external resources, such as third-party websites, applications, or other platforms. These links are provided solely for Your convenience, and the inclusion of any link does not imply endorsement, sponsorship, approval, or affiliation with the linked resource unless explicitly stated. We do not have control over the content, accuracy, or availability of these external resources, nor do we assume responsibility for the offerings or actions of any businesses or individuals associated with these resources. You are responsible for reviewing the legal terms, conditions, and privacy policies of any external resources You access through the Website. Any Use of third-party resources is done at Your own risk, and We shall not be held liable for any issues arising from Your interaction with these resources.

Prohibited Uses

Quick Recognition (Pty) Ltd reserve the right to immediately terminate Your access to the Website and Services if we determine that You have engaged in any prohibited activities or

if Your actions have otherwise violated the terms of this Agreement. Furthermore, certain features of Our Services are advertised as unlimited and are subject to fair use, meaning they are provided without strict limits on usage but are intended for typical user behaviour. Quick Recognition Pty Ltd. reserves the right to monitor usage and, at its sole discretion, adjust or impose limits on unlimited features if it is determined that a User's Usage exceeds what is considered fair and reasonable or is otherwise detrimental to Our services. These limits can be enforced or changed at any time, with or without notice, to ensure the integrity and availability of Our Services for all Users.

Intellectual property rights

Intellectual Property Rights refer to all legal rights associated with the protection of intellectual creations, including but not limited to copyrights, trademarks, patents, and design rights. These rights may be conferred by statute, common law, or equity, and may exist whether or not they are formally registered. Under this Agreement, no transfer of ownership or rights to any intellectual property owned by Dynamic Terms Inc. or third parties is granted to You. All rights, titles, and interests in such intellectual property shall remain exclusively with Quick Recognition Pty Ltd. and its licensors. You are not authorized to use any of our trademarks, logos, or other proprietary materials without prior written consent. Unauthorized use of these materials constitutes a violation of this Agreement and may result in legal action.

Disclaimer of warranty

The Website and Services are provided on an "as is" and "as available" basis, without any warranties or guarantees, whether express or implied. We expressly disclaim any and all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no representations or warranties that the Services will meet Your specific requirements, that they will be uninterrupted, timely, secure, or error-free, or that any defects in the Services will be corrected. Any content, data, or material downloaded or otherwise obtained through the Website is done at the sole discretion and risk of the registered and logged in user. You agree that You are fully responsible for any damage to Your computer system or loss of data that results from such downloads. No information, whether oral or written, obtained from Quick Recognition Pty Ltd. or through the Services shall create any warranty not expressly stated in this Agreement.

Limitation of liability

To the maximum extent permitted by applicable law, Quick Recognition Pty Ltd., its affiliates, directors, officers, employees, agents, suppliers, and licensors shall not be held liable for any indirect, incidental, special, punitive, or consequential damages arising from or related to Your use of the Website and Services. This includes, but is not limited to, damages for loss of profits, revenue, data, goodwill, or business opportunities, regardless of the legal theory under which the claim arises as well as relevant risks associated to the platform..

These limitations apply even if the remedies provided herein fail to fulfil their essential purpose or if we were advised of the possibility of such damages in advance. See Our disclaimer for further information on the limitation of Our liability and the scope of Our content.

Indemnification

You agree to indemnify, defend, and hold harmless Quick Recognition Pty Ltd., its affiliates, directors, officers, employees, agents, suppliers, and licensors from any claims, liabilities, damages, losses, and expenses, including legal fees, arising from Your use of the Website or Services, Your breach of this Agreement, or Your violation of any third-party rights, including but not limited to intellectual property rights.

Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid provision that most closely matches the intent of the original provision, ensuring that the overall purpose of the Agreement is preserved to the greatest extent possible.

Dispute resolution

This Agreement, along with any disputes or claims arising from or related to Your Use of the Website and Services, shall be governed by the laws of South Africa, without regard to its conflict of law provisions. Any legal proceedings arising out of this Agreement shall be exclusively brought in the courts located in Gauteng, South Africa, and You hereby submit to the jurisdiction of such courts.

Assignment

You are prohibited from assigning, transferring, or delegating any of Your rights or obligations under this Agreement without Our prior written consent. Any unauthorized attempt to assign or transfer Your rights shall be considered null and void. Quick Recognition Pty Ltd. reserves the right to assign or transfer any or all of Our rights and obligations under this Agreement, without Your consent, as part of a sale of assets or shares, merger, or corporate restructuring.

Changes and amendments

Quick Recognition Pty Ltd. reserves the right to modify or amend this Agreement at any time, and any changes will take effect immediately upon being posted on the Website unless otherwise specified. You will be notified of any significant changes through the contact information You have provided, if applicable, and Your continued Use of the

Website following such modifications will constitute Your acceptance of the revised Agreement. It is Your responsibility to review the Agreement periodically for any changes.

Acceptance of these terms

By accessing and Using the Website and Services, You acknowledge that You have read and agree to the terms and conditions set forth in this Agreement. If You do not agree to these terms, You are not authorized to Use the Website or Services.