



Terms of Use

Version: 1.1

2026/02/09

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Service (as that term is defined below). By setting up an account and accessing and using the Service:
- you agree to these Terms; and
 - where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Service, and you must immediately stop doing so.

2 CHANGES

- 2.1 We may change these Terms at any time by notifying you of the change by email or by posting a notice on the Website.
- 2.2 Unless stated otherwise, any change takes effect from the date set out in the notice.
- 2.3 You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Service from the date on which the Terms are changed, you agree to be bound by the changed Terms.

3 INTERPRETATION

In these Terms:

Confidential Information means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Service.

Data means all data, content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Service.

Exponuity Software means the software owned by Us (and our licensors) that is used to provide the Service.

Fees means the applicable fees set out on Our pricing page on the Website at <https://exponuity.com> or as agreed otherwise.

Intellectual Property Rights includes copyright and all rights relating to inventions, trademarks, designs, data, and know-how.

Objectionable includes being defamatory, obscene, harassing, threatening, harmful, or unlawful.

Service means the services and core functionality described on the Website.

Underlying Systems means the software, IT solutions, and third-party solutions used to provide the Service.

We, Us or Our means Exponential IT Solutions CC, registration number 1998/040919/23.

4 PROVISION OF THE SERVICE

- 4.1 We must use reasonable efforts to provide the Service in accordance with these Terms and South African law.
- 4.2 Through the use of web services and APIs, the Service interoperates with a range of third-party service features, including Artificial Intelligence ("AI") models.
- 4.3 We do not make any warranty on the availability of those third-party features. If a third-party feature provider ceases to make that feature available, We may cease providing it to you without refund or compensation.

5 YOUR OBLIGATIONS

- 5.1 You and your personnel must use the Service solely for internal business and lawful purposes.
- 5.2 When accessing the Service, you must not:
 - a) undermine the security or integrity of the Underlying Systems;
 - b) attempt to access data you are not authorised to see;
 - c) input or store Data that breaches any third-party right, including Intellectual Property Rights and privacy rights.
- 5.3 **Third-Party Copyrighted Materials:** You may use features in Exponuity to reference external standards (e.g., ISO 27001, CIS Controls). You warrant that you (or your organization) hold all necessary licenses or permissions to use, reproduce, or reference any copyrighted material you input into the Service.
- 5.4 You are responsible for procuring all licences, authorisations and consents required for you and your personnel to use the Service.

6 DATA AND AI PROCESSING

- 6.1 You acknowledge that We require access to Data to perform our obligations.
- 6.2 AI Functionality: Exponuity utilises third-party AI providers (including but not limited to Google Gemini, DeepSeek, and OpenAI) to process Data.
 - a) Standard Processing: By default, the Service is designed to minimize the transmission of personal information to AI providers.
 - b) User-Initiated Transformation: If you elect to upload documents containing personal information for the purpose of AI-driven transformation or data generation, you acknowledge that such data will be transmitted to third-party AI providers. You provide explicit consent for this processing by initiating these features.
- 6.3 You must obtain all necessary consents from relevant individuals to enable us to process personal information in accordance with these Terms and POPIA.
- 6.4 Indemnity: You indemnify Us against any liability, claim, or loss arising from a third-party claim that any Data (including copyrighted standards or personal information processed via AI) infringes their rights.

7 FEES

- 7.1 You must pay the Fees as set out on Our pricing page or as agreed otherwise.
- 7.2 Fees exclude VAT, which you must pay on taxable supplies.
- 7.3 We may increase Fees by giving 30 days' notice.

8 INTELLECTUAL PROPERTY

- 8.1 Title to the Service, Website, and Underlying Systems remains Our property.
- 8.2 Title to the Data remains your property. You grant Us a licence to use, store, and modify the Data to provide the Service.
- 8.3 Feedback provided by you becomes Our sole property.

9 CONFIDENTIALITY

- 9.1 Each party must keep the other party's Confidential Information secure and confidential.
- 9.2 This does not apply to information required by law or that is already publicly available.

10 WARRANTIES AND LIABILITY

- 10.1 We make no representation that the Service will meet your specific requirements or be suitable for a particular purpose.
- 10.2 Our maximum aggregate liability in any Year shall not exceed 50% of the Fees paid by you in the previous Year.
- 10.3 Neither party is liable for any loss of profit, data, or consequential damage.

11 TERMINATION

- 11.1 Either party may terminate these Terms by giving 30 days' notice.
- 11.2 We may immediately suspend or terminate access if you materially breach these Terms or undermine the security of the Service.
- 11.3 Upon termination, you must pay all outstanding Fees. You may request a copy of your Data within one month of termination, subject to reasonable costs.

12 GENERAL

- 12.1 These Terms are governed by the laws of South Africa.
- 12.2 Each party submits to the non-exclusive jurisdiction of the Courts of South Africa.
- 12.3 If any provision is found to be unenforceable, it will be severed, and the remainder of the Terms will remain binding.