

TERMS OF USE AGREEMENT

Effective Date: 2025/04/01

1. Introduction

This Terms of Use Agreement ("Agreement") governs your use of the Crimson Line Solving IT PTY Ltd platform and the Gap Analysis Report product ("Services") provided by Crimson Line Solving IT PTY Ltd ("Crimson Line"). By accessing or using the Services, you ("Customer") agree to be bound by this Agreement. If you do not agree to these terms, do not use the Services.

2. License to Use the Services

2.1. Subject to the terms of this Agreement, Crimson Line grants the Customer a limited, non-exclusive, non-transferable right to access and use the Services for internal business purposes.

2.2. The Customer is responsible for ensuring that its Authorized Users comply with this Agreement. Crimson Line retains all rights, title, and interest in and to the Services, including all related intellectual property rights.

3. Definitions

3.1. "Admin" means the person designated by the Customer to administer the Services.

3.2. "Affiliate" means an entity that controls, is controlled by, or is under common control with a party.

3.3. "Aggregated Data" means data that no longer allows Crimson Line to identify any individual or Customer.

3.4. "Anonymized Data" means Customer Data that has been processed to remove personal identifiers.

3.5. "Authorized User" means any individual authorized by the Customer to use the Services.

3.6. "Customer Data" means the data provided by the Customer that is processed through the Services.

3.7. "Confidential Information" means all non-public information disclosed by one party to the other.

3.8. "Documentation" means the materials provided by Crimson Line that describe the Services.

3.9. "Intellectual Property" means all patents, trademarks, copyrights, and other intellectual property rights.

3.10. "Gap Analysis Report" means the specific product provided by Crimson Line that analyzes gaps in business processes.

4. Access to the Services

4.1. The Customer is responsible for all equipment and third-party fees required to access the Services.

4.2. The Customer must manage settings, privileges, and controls for the Services and ensure that only Authorized Users have access.

4.3. Crimson Line reserves the right to restrict, suspend, or terminate access to the Services if the Customer violates this Agreement or applicable laws.

5. Privacy Policy

5.1. The Customer is responsible for complying with all applicable privacy and data protection laws.

5.2. Crimson Line will process Customer Data in accordance with its Privacy Policy, which is incorporated into this Agreement by reference.

6. Restrictions

6.1. The Customer shall not:

- Copy, rent, sell, lease, sublicense, distribute, or transfer the Services.
- Use the Services to send spam or store unlawful material.
- Circumvent security features or attempt unauthorized access.
- Modify, decompile, or reverse engineer the Services.
- Use the Services to build a competitive product.

7. Confidentiality

7.1. Each party agrees to protect the other party's Confidential Information and use it only for purposes related to this Agreement.

7.2. Confidential Information does not include information that is publicly available, independently developed, or rightfully received from a third party.

8. Warranties and Disclaimers

8.1. Crimson Line warrants that the Services will perform materially in accordance with the Documentation.

8.2. The Customer warrants that it has all necessary rights to provide the Customer Data to Crimson Line.

8.3. The Services are provided "as is" without any warranties, and Crimson Line disclaims all implied warranties, including merchantability and fitness for a particular purpose.

9. Limitation of Liability

9.1. Crimson Line will not be liable for any indirect, incidental, special, or consequential damages arising from the use of the Services.

9.2. The total liability of Crimson Line for any claims related to the Services will not exceed the amounts paid by the Customer for the Services.

10. Indemnity

10.1. The Customer will indemnify and hold harmless Crimson Line from any claims arising from the Customer's use of the Services or violation of this Agreement.

11. General

11.1. This Agreement is governed by the laws of the Republic of South Africa.

11.2. Any disputes arising from this Agreement will be resolved in the courts of the Republic of South Africa.

11.3. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

11.4. The Customer is responsible for maintaining adequate disaster recovery and data backup systems.

11.5. Notices to Crimson Line must be sent to legal@crimsonline.co.za.

Contact Information

For any questions or concerns about the Services or this Agreement, please contact us at legal@crimsonline.co.za.