

SENSORY

INTELLIGENCE CONSULTING



GENERAL TERMS OF SERVICE

The terms and conditions set out in this page, together with the documents referred to within it, explain the terms and conditions on which Sensory Intelligence® Consulting (Pty) Ltd (“**we**”, “**us**”, “**our**”), supply any of the content, products, services, memberships, or subscriptions made available to you through this site (“**these Terms**”).

Please read these Terms carefully and ensure that you understand it, because by purchasing any content (“**Material**”), product, service, membership, or subscription (each “**a Service**” or several or all of them being “**Services**”), you agree to be bound by these Terms and warrant that you have the legal capacity to enter into binding contracts. If you sign this agreement on behalf of another person (which may be a natural person, juristic person, or other entity), you warrant that you have the authority to do so.

If you do not wish to be bound by these Terms, then you may not buy, access, or use any of the Material or Services made available to you through this website. These Terms are referred to in the Service-specific terms as the “**General ToS**”.

1. The process for forming an agreement between you and us

- 1.1. We will confirm that we received your order, but such confirmation does not mean that we accept your order. All orders you place are subject to our acceptance of your offer to purchase a Service or Services and your agreement to be bound by these Terms (or any other terms and conditions applicable to a particular Service that is contained in a link in this page). The agreement between you and us will only form once the bank authorised your payment and we make the Service available to you. We may also refuse to accept your order for legitimate reasons.
- 1.2. The parties to these Terms are you and us. For the purposes of these Terms, Sensory Intelligence® Consulting (Pty) Ltd includes its successors and assigns. You may also be referred to as a “**Licensee**”.

2. Opening an account

- 2.1. You will provide accurate information about yourself to us when you create an account and may not attempt to impersonate another individual. You will update the information should it change. If your payment details change and we can no longer collect your payments, we may suspend the Service until you make payment.
- 2.2. Once you sign in to the site using the password that you create, you will be responsible for any activity that occurs on the site. You (and any of your authorised users) are responsible for keeping your password and sign-in information confidential.

- 2.3. You are responsible for ensuring that your access to the site (and merchant portal) is limited to you and your authorised agents and you hereby indemnify us against losses or claims that may result from the unauthorised access to the site and merchant portal by a third party.

3. Term

- 3.1. These Terms shall commence on the date that you subscribe to the Service ("**Effective Date**") and shall continue for 1 (one) year from the Effective Date, unless either party terminates these Terms earlier, as permitted under these Terms (or the Service-specific terms applicable to a Service).
- 3.2. These Terms shall automatically renew on the anniversary of the Effective Date, unless you indicate to us, at least 30 days prior to the annual renewal, that you wish to cancel the Service.
- 3.3. Notwithstanding anything to the contrary in these Terms, you may, via a written notice to us, cancel your subscription to any Service within 10 (ten) Business Days after acceptance of it, provided you may still be liable for once-off, non-refundable licence fees (where provided in the Service-specific terms of a particular Service you want to cancel), the licence fees of the month in which you have cancelled your subscription or a portion of the annual licence fees, all as stated in the Service-specific terms and conditions.
- 3.4. We may immediately terminate your Service(s) if you breach clause 10 (Confidential Information), clause 11 (Intellectual Property), clause 22 (Compliance with laws) or any other material terms, such as licence terms or restrictions set out in the Service-specific terms and conditions.

4. Price and Service descriptions

- 4.1. Sensory Intelligence® Consulting delivers Material and Services in the education-, corporate-, wellness-, coaching, and call centre industries, online assessments, consulting, interactive workshops, training, and development programs. The prices and descriptions of the Material and Services are as set out in site, order form or the Service-specific terms and conditions.
- 4.2. By providing us with a payment method (such as credit card), you represent that you are authorised to use the payment method and authorise us to charge you for the Services using the authorised payment method.

5. Referrals, marketing and reselling of our Materials and Services

If we permit you to make referrals, or market and resell any of our Material or Services for a commission, you will comply with the Agreement for referral, marketing and resale found on our website.

6. No partnership

This Agreement shall not create a partnership or joint venture, nor constitute any party as the other's agent, partner, employee, or representative. You may not enter any contracts, or incur any costs or liabilities, on our behalf.

7. Variations

We may amend these Terms from time to time by publishing a new version of the agreement on the site, which will generate a notice enabling you to view the new version of these Terms. By accessing this site and the Services, you agree to be bound by the most recently published version of these.

8. Confidential Information

- 8.1. The Parties acknowledge and agree that they have been and will or may be given access to or otherwise come into contact with information relating to the business, operations, properties, assets, liabilities and financial conditions of the other Party, including without limitation, information relating to business plans and ideas, trade secrets, inventions, processes, methods, know-how, policies, materials, results of operations, financial and statistical information, personnel data, and customer-, supplier- and price lists, which are considered by the disclosing party to be valuable, secret and confidential (the "**Confidential Information**").
- 8.2. Each of the Parties hereby agrees that it will not, for any purpose, at any time that it is a Party to these Terms or thereafter, itself or allow one of its shareholders, directors, officers, employees or agents during the same period, to make public, disclose, divulge, furnish, transfer, sell, release or otherwise make available to any person, firm, association, partnership, syndicate, company or corporation, excluding its professional advisers such as attorneys, accountants and tax practitioners, any of the Confidential Information, or otherwise use any of the Confidential Information or allow any of the Confidential Information to be used for any purpose other than is absolutely necessary for the selling of the Services and/or Materials.
- 8.3. You may not use our name, logos, trademarks, registered marks, domain names or other Intellectual Property in any publicity or advertising without our prior written consent.

9. Intellectual Property

- 9.1. We retain all intellectual property rights in all materials, technology, source code, trade secrets, logos, systems, methods, trademarks, trade names, domain names, styles, insignia, designs, other graphics and multimedia works, patents and copyright, and all similar proprietary rights made available via the site, which may subsist in any part of the world, whether registered or not (herein "**Intellectual Property**") that is owned and/or controlled directly or under licence by us.
- 9.2. The logos and trademarks shown on this website are our registered and unregistered trademarks, or that of third parties. Nothing on this site should be

construed as granting any licence or right to use any trademark without our prior written permission and/or that of third parties.

9.3. You may not (now or after the end of these Terms):

- 9.3.1. Create derivative work of the Material or any Service provided through the site;
- 9.3.2. sell, resell, assign, transfer, publish, sublicense, or grant or attempt to grant any right in or to the Material to another, without our prior written consent,

except if we grant our prior written consent, subject to such terms we agree to, or as strictly permitted by the Marketing and Reselling Agreement.

9.4. You may not alter, disassemble, translate, decompile, or attempt to derive the source code, algorithms, or other proprietary technology of any application (whether it belongs to us or a third party) or create competitive products, materials or services based wholly or partly on our Confidential Information, Intellectual Property, or any of our business systems.

9.5. Where we indicate any specific license grant or limitation applies to a particular Service, you agree to the licence terms set out for it in the Service-specific terms and conditions.

10. Important terms regarding the use of our materials, name, logos, copyright notices or any trademark

10.1. The Services are for personal use, or for use otherwise permitted in these Terms, and not for any commercial purposes. You may not copy, remove, obscure, or alter any of our proprietary material or logos, copyright notices or any trademark in its entirety.

10.2. Where we allow you to display or publish excerpts of our materials, you will indicate that we are the source, by adding the following: "**Courtesy of Sensory Intelligence® Consulting (Pty) Ltd**".

10.3. Whenever any referencing is made to **Sensory Intelligence®** the Registered Sign ® must always be used after the word intelligence.

10.4. The TradeMark Sign ™ must always be used with the terms: **Sensory Matrix™**, **Sensory Tree™**, **Sensory Audit™**, **Senses on Call™**, **Sensory Quiz™**, and **Senses@Work™**.

11. Warranties

The Material and any Service provided through this site are provided "as is", "as available" and "with all faults". To the extent permitted by law, we exclude all implied warranties, including any warranty that the Material and any Service is fit for your particular purpose, error-free or non-infringing.

12. Privacy Policy

Our privacy policy is a part of these Terms. By accepting these Terms, you agree to our collection, use and disclosure of your information, as set out in our privacy policy, which can be viewed on our website [here](#).

13. We are not responsible for third parties

These Terms do not apply to sites, content, services, or applications provided by third parties ("Third-Party Materials"), even if we make Third-Party Materials accessible to you through the site, a Service, or a link. You agree that you will comply with the terms and conditions imposed by third-party owners or licensors in respect of their respective Third-Party Materials. A merchant portal is used to make payment. By making use of the merchant portal, you agree to be bound by the terms and conditions imposed by the merchant portal. More information about the merchant portal can be found [here](#) and [here](#).

14. The site may be unavailable from time to time

This site may be unavailable from time to time because of routine maintenance, emergency repairs or because of the unavailability or malfunction of the site, online Services, components, or other reasons beyond our reasonable control, which may include power failures, acts of government, public bodies or regulatory authorities, changes in law, epidemics, pandemics, civil protest, terrorism, war, or malfunctions of telecommunication systems or networks. We will not be liable for such unavailability.

15. We may monitor your use of the site and Services

We may monitor your use of the site and any Service: (a) to maintain the security of our site and information technology systems and to investigate any potential unauthorised use of our site and information technology systems; and (b) to ensure that you are not in breach of these Terms.

16. The use of the Services is at your own risk

- 16.1. Your use of this site, Services and Third-party Materials is entirely at your own risk, and you assume full responsibility and risk of loss resulting from the use thereof.
- 16.2. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. You bear all risk of transmitting information in this manner. Under no circumstances shall we be liable for any loss, harm, or damage suffered by you as a result thereof. We will also not be responsible for any Third-Party Materials, unavailability, or other circumstances over which we have no direct control.

17. Liability

- 17.1. To the extent permissible by law, neither us, our, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including

without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use this site, Services and Third-party Materials through the site or any functionality thereof, even if we have been advised of the possibility of such damages.

- 17.2. We will not be liable for your failure to comply with any applicable law, including any liability you may incur as a result of claims, penalties or fines imposed on you by tax authorities or law enforcement agencies applicable to you, for your failure to comply with laws. You will indemnify us, our, shareholders, agents, consultants, or employees against all such losses.

18. Contact details and address for notice

- 18.1. This website at <https://sensoryintelligence.com/> is operated by Sensory Intelligence® Consulting (Pty) Ltd, a company registered in South Africa, with registration number 2021/651012/07 and registered address (and main trading address) at: 34 Melina Street, Rosendal, South Africa, 7550.
- 18.2. Our contact details are: support@sensoryintelligence.com or +27 846611010. Legal notices must be sent to: lombard@sensoryintelligence.com.
- 18.3. You acknowledge that all agreements, notices, or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be considered to be "in writing". Notice shall be deemed given 48 (forty-eight) hours after an email is sent unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to Service Provider. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. Where dates and times are required to be calculated between international parties, South African Standard Time (UTC+2) applies.
- 18.4. You may review these Terms on the site at any time, and you may also download a copy of these Terms for your records.

19. Consumer Protection Act

If these Terms (and any Service made available thereunder) are regulated by the Consumer Protection Act No 68 of 2008 as amended from time to time ("**Consumer Protection Act**"), we acknowledge that in the event of any inconsistency between these Terms and the Consumer Protection Act, these Terms are qualified to the extent required to comply with the Consumer Protection Act.

20. Compliance with laws

You agree to comply with all local laws that apply to you in the country that you are resident, including any export controls or cyber laws. You will not do anything that is considered illegal.

21. Governing law and jurisdiction

The laws of the Republic of South Africa apply to these Terms as well as the relationship between you and us and your access and use of the site and any Service, without reference to conflict of laws principles.

22. Disputes

- 22.1. The parties shall first attempt to resolve any complaint or dispute by informal dispute resolution between the parties.
- 22.2. You may contact us at lombard@sensoryintelligence.com should you wish to raise a complaint or dispute. We will endeavour to respond to your request as soon as possible, but in any event, we will be afforded at least 5 business days to respond, even if we acknowledge receipt of your request earlier. You agree that any dispute in connection with these Terms or your use of the site or any Service shall be subject to the exclusive jurisdiction of the courts of South Africa, which both parties submit to. The foregoing does not prevent a party from seeking urgent, injunctive relief.

23. General terms

- 23.1. These Terms and any variations that are published as new versions, constitute the parties' entire agreement regarding the subject matter herein and supersede all previous agreements, statements, and understandings from or between you and us.
- 23.2. If a court finds that any of the clauses in this agreement are unenforceable, the remaining clauses will still be valid and the rest of the agreement and rules will still apply.
- 23.3. If we do not insist on the strict performance of these Terms or decide not to exercise some or all of our rights, or not to do so within a strict timeline, that does not mean that we agreed to change these Terms or that we may not insist on strict performance of our rights later.