

PROFILEPILOT TERMS OF USE

These Terms and Conditions govern your use of the **ProfilePilot** platform and services provided by their support team. By accessing the platform at <https://profilepilotapp.com/>, clicking a box indicating acceptance or executing an Order Form, you agree to be bound by these terms.

If you are entering into these Terms on behalf of a company, you represent that you have the authority to bind such entity to these terms. If you do not have such authority or do not agree, you may not use our Services.

If you have any questions about these Terms of Use, please contact our customer support team. Terms and Conditions, Terms of Use and Terms of Service are terms which can be used interchangeably in this document.

1. Definitions:

Agreement: The applicable Order Form, Terms of Service, Privacy Policy, Terms of Use, any additional policies, all related materials and any applicable Service Level Agreement (SLA).

DIY (Do It Yourself): The standard platform subscription where the Customer manages their profile and reputation independently without ProfilePilot support intervention.

DIWM (Do It With Me): A collaborative service model governed by a separate SLA where the ProfilePilot Support Team and the Customer co-manage the platform.

DIFM (Do It For Me): A fully managed service model governed by a separate SLA where the ProfilePilot support team manages the platform on the Customer's behalf.

Platform: The application that enables you to use and access the Solutions. The ProfilePilot application located at <https://profilepilotapp.com/>.

Services: The reputation management tools, software and features provided via the Platform.

Your Data: Any electronic data, reviews or information submitted to the Platform by you, on your behalf or pulled from your linked business profiles (e.g., Google Business Profile).

Augmented Data: Data derived, enriched, or inferred from Your Data using internal systems, automation, or third-party sources for the purpose of improving Service functionality.

Consulting Services: Professional services, subject to applicable fees, which may include training & development, integration or other advisory services.

Confidential Information: Refers to all non-public, proprietary or sensitive information disclosed by one party to the other in connection with these **Terms of Use**. This includes, without limitation: technical data, trade secrets, marketing strategies, software code and business processes. Confidential Information does not include information that:

- (i) is or becomes publicly available through no fault of the receiving party;
- (ii) was already rightfully known to the receiving party; or
- (iii) is independently developed without use of the disclosing party's information.

Customer: An individual or legal entity that obtains Services from us.

Documentation: Materials provided for your or your designated Employee's use with the Services, including instructions or descriptions of the software.

Free Services: Subscription services or other products offered on a complimentary basis, excluding Purchased Services.

Intellectual Property: All intellectual property rights, including algorithms, APIs, concepts, Confidential Information, data, designs, trademarks, copyrights, patents, and other proprietary rights.

Intellectual Property Rights: All present and future rights related to intellectual property, including copyrights, trademarks, trade secrets, patents, and other proprietary rights.

Marks: Any trademark, service mark or trade name of a party.

Order or Order Form: The online document containing your information, including contact details, subscription tier, term and activated products.

Purchased Services: Subscription services or other products available for purchase, excluding Free Services.

Solutions: Products and/or services offered through the Platform.

User: Any individual or legal entity accepting these Terms of Use or authorised to use Services, for whom you have purchased a subscription. Users may include you, your employees, consultants and contractors.

2. Service Models and Responsibilities

2.1 Service Provision. Subject to these Terms of Use and any applicable Subscription, we:

(a) provide a platform designed to help businesses manage their online reputation and local SEO.

(i) **DIY Clients:** Your use is governed strictly by these Platform Terms. Support is limited to technical platform availability. DIY users are solely responsible for all actions taken on the Platform and for all outcomes arising from their use of the Services.

(ii) **DIWM/DIFM Clients:** Your use is governed by these Terms PLUS a formal Service Level Agreement (SLA) which outlines specific management deliverables and response times.

(b) provide standard or upgraded support as purchased and

(c) aim to provide continuous platform availability, excluding:

- (i) scheduled maintenance,
- (ii) unforeseen events (force majeure), and
- (iii) issues caused by your actions or omissions.

2.2 Subscriptions. Information on subscription tiers and their features can be discussed with our fulfilment team. You can upgrade your subscription anytime, but downgrades take effect at the end of your current term.

2.3 Free Trials/Services. Free Services are available until the earliest of:

(a) the end of a free trial,

(b) the start of paid services, or

(c) our termination.

We are not liable for damages arising from free services or their termination. You must export your data before termination. We are not responsible for data or customisations made during free service usage unless you purchase a subscription. Free Services are provided without any service level commitments, warranties, or performance guarantees.

2.4 Service Modifications. We may make minor improvements to our solutions without notice. Significant changes will be announced.

2.5 Consulting Services. You can purchase professional consulting services, including training, development, integration or other consulting services, subject to applicable fees.

2.6 Client Content and Review Liability Protection. The Client is solely responsible for all content, responses, and communications published via the Platform, including any reputational impact or legal consequences arising therefrom.

3. Using Our Platform

3.1 Responsible Use: You agree to use the platform only for lawful business reputation purposes.

3.2 Prohibited Actions: You must comply with all applicable laws while using our services.

You shall not:

- Modify, copy or create derivative works based on our services.
- Use the platform to generate fake or fraudulent reviews.
- Reverse engineer the ProfilePilot software or use automated "bots" to scrape data from the platform.
- Damage, disable or interfere with our services or other users' experience.
- Attempt to bypass any security measures or access accounts not belonging to you.
- Use the Platform to incentivise, manipulate, or artificially generate reviews in violation of applicable third-party platform policies.

3.3 Your Responsibility: You are responsible for:

- Abiding by these Terms of Use, documentation and subscriptions.
- Ensuring the accuracy, quality and legality of your data and its use with our solutions.
- Taking reasonable steps to prevent unauthorised access and notify us promptly of any such incidents.

3.4 Platform Connectivity:

ProfilePilot relies on third-party APIs (such as Google, Facebook or Trustpilot). You are responsible for maintaining your own accounts with these third parties and complying with their respective terms of service. We are not responsible for suspension, limitation, or termination of third-party accounts or APIs that may affect Service delivery.

3.5 AI Output Disclaimer

The Platform may generate AI-assisted responses, insights, or recommendations. Such outputs are for informational purposes only and should not be relied upon as legal, reputational, or professional advice. The Client remains responsible for all content published.

3.6 Feature Evolution Clause

We may modify, enhance, or discontinue features of the Platform at any time, provided that core subscription functionality is not materially reduced during an active billing cycle.

3.6 Sub-processors and Payment Processing:

(a) Payment Processing:

We currently secure payment gateways for payment processing. Their services are governed by separate agreements. **We are not a party to these terms and hold no liability arising from them.** By using one of the payment gateways, you agree to be bound by their terms.

(b) Chargeback and Refund Liability:

Customers can dispute charges with their bank or card issuer. A successful dispute leads to a chargeback, requiring you to refund the amount and any applicable fees. You agree to be responsible for all chargebacks, refunds and related fees. If a chargeback occurs, we may deduct the amount from your account or invoice you for recovery – meaning: we may recover the amount via invoice or set-off against future amounts payable where legally permissible. Your obligation to pay chargebacks remains even after termination.

4. Fees and Payment

4.1 Fees

- (a) **Subscription:** Unless stated otherwise on subscription, subscription fees remain fixed for the term, are non-cancellable and non-refundable and are purchased as subscriptions. Subscriptions can be upgraded and any additional subscriptions will terminate alongside the main subscription.
- (b) **DIY Payments:** For DIY users, payment is typically made via the online gateway at the time of signup.
- (c) **Managed Service Fees.** For DIWM and DIFM clients, fees are outlined in your specific Order Form/SLA and may include setup or monthly management fees.
- (d) **Onboarding Fee:** A one-time setup fee, mandatory based on subscription level or account size and non-refundable. This includes any website migrations.
- (e) **Product Fees:** Fees for Solutions may vary based on subscription tier. All fees are due in accordance with the applicable Order Form or invoice terms and activated products or services run for the full specified period. You can cancel active products anytime, with deactivation occurring at the end of the current cycle.
- (f) **Overdue Charges.** Late payments may result in the suspension of platform access. We reserve the right to charge interest of 2.5% per month on overdue balances.

4.2 Invoicing and Payment:

- (a) All invoices rendered for DIFM and DIWM customers, are due immediately unless stated otherwise in their respective SLA's.
- (b) You are responsible for providing accurate billing and contact information and notifying us of any changes.

4.5 Payment Disputes:

Notify us immediately of any invoice issues. We will not suspend services while you dispute charges reasonably and in good faith and co-operate in resolving the dispute.

4.6 Fee Increase:

Renewal term pricing may increase up to 8% unless we notify you of different pricing at least 60 days prior.

5. Term and Termination

5.1 Term and Renewal: These Terms of Use become effective the moment you first access the Platform. All paid subscriptions automatically renew for successive periods of the same length (e.g., monthly or annually) at the then-current rate. To prevent automatic renewal, you must provide a notice of non-renewal or cancel your subscription through your account settings at least **30 days** prior to the end of your current billing cycle. Where a separate SLA or Order Form exists, termination terms in that document will prevail in respect of service-specific obligations.

5.2 Early Termination: There are no refunds for early termination. If you cancel mid-term, you remain liable for the balance of the subscription period.

5.3 Termination/Suspension: Either party may terminate for cause with 30 days' written notice of a material breach that remains uncorrected. We may terminate for cause:

- (a) with 15 days' notice for unpaid amounts,
- (b) immediately if you face insolvency proceedings, or
- (c) immediately if you or the User violate the Terms of Service or applicable laws.

For delinquent payments, we may charge late fees, terminate or suspend access.

5.4 Service Suspension/Access Control: We reserve the right to suspend or restrict access to the Platform immediately in the event of security risks, abuse, non-payment, or suspected violation of these Terms.

5.5 Business Closure: If you cease business operations or are unable to continue due to legal restrictions, you must notify us immediately. We may terminate the Subscription / Agreement upon receipt of such notice.

5.6 Effects of Termination: Upon expiration or termination:

- (a) your access to the Services will cease,
- (b) all rights and licenses granted to you or by you will terminate, and
- (c) any outstanding amounts will be due and payable.

5.7 Data Retention: Upon termination, you have 30 days to export your reputation data. After 30 days, we reserve the right to delete all data associated with your account. We do not guarantee retention of third-party sourced data beyond the 30-day export window.

5.8 Data Export Limitation Safeguard: Data export is subject to technical feasibility, third-party platform availability, and commercially reasonable effort.

6. Proprietary Rights

6.1 Ownership: Actonia SA and its licensors own all rights, title, and interest in the ProfilePilot platform, including all algorithms, UI/UX design and code.

6.2 Your Rights and Data: You own and retain all rights to Your Data. You grant us and applicable third parties a limited right to use Your Data solely to provide the Services to you as permitted by these Terms of Use. If representing another party, you warrant that you have necessary rights and permissions. Except for the limited license for Your Data usage during the subscription term, we acquire no ownership rights from you.

6.3 Feedback License: You grant us a license to use and incorporate into our services any comments, suggestions, enhancements, recommendations, corrections, or other feedback provided by you or Users, without payment or attribution.

6.4 Augmented Data: If we provide Augmented Data, you may use it during your Purchased Subscription period only. Augmented Data is based on Your Data and is exclusively for your use.

6.5 AI-Generated Insights: All analytics, insights, scoring, and recommendations generated by the Platform remain the intellectual property of Actonia SA and are provided under licence during the subscription term only.

7. Legal Terms

7.1 Confidentiality. During the term of these Terms of Use and at all times thereafter, both you and ProfilePilot (the "Parties") agree to hold all Confidential Information in strict confidence. The party receiving such information shall not use it for any purpose outside the scope of providing or using the Services. Access to Confidential Information shall be limited to employees, contractors, advisors, and agents who require the information to fulfil obligations consistent with these Terms and who are bound by similar confidentiality duties. Neither party shall disclose Confidential Information to any third party without the prior written consent of the other, except as required by law or valid legal process.

7.2 Publicity. You grant us the right to include your name and logo in our partner list, website as well as in any media releases related to our partnership.

7.3 Indemnification. You shall defend, indemnify and hold us harmless from and against any third-party claim, demand, liability, loss, damage, penalty, fine, expense, or disbursement of any kind arising out of or related to

(a) your non-compliance with or breach of these Terms of Use,

(b) your or any authorised user's actual or alleged use of the Services in violation of these Terms or law including claims arising from published, edited, or responded-to reviews or content actions taken via the Platform, unless approved by the client

(c) your use of Third-Party Products, or

(d) any dispute between persons claiming authority to act for you in connection with your account with us.

We will notify you of any such claim and provide you with the opportunity to control its defence and investigation. You shall not settle any claim on our behalf or impose any obligations on us without our prior written consent.

7.4 Integration Liability

Actonia is not responsible for failures, outages, or data inconsistencies arising from third-party integrations, APIs, or customer-managed accounts.

7.5 Limitation of Liability.

(a) **Disclaimer.** ProfilePilot is provided "as is." We do not guarantee specific results, such as a specific increase in star ratings or search rankings.

(b) **No Guarantee of Outcomes:** The Services are provided as a software and operational support tool only. Actonia does not guarantee any specific commercial, reputational, ranking, or sentiment outcomes.

(c) **No Indirect Damages.** To the extent permitted by law, neither party shall be liable for any indirect, incidental, special or consequential damages, including without limitation business information, goodwill, loss of profits or revenue, or other pecuniary loss, arising under or in connection with these Terms of Use.

(d) **Limitation of Liability.** In no event shall the aggregate liability of Actonia SA, its subsidiaries, employees, and contractors, arising out of or in connection with these Terms, exceed the total amount paid by you for the one (1) month subscription period immediately preceding the event giving rise to the liability. This limitation applies regardless of whether such liability is based on breach of contract, tort (including negligence) or otherwise.

This limitation shall not apply if you are using the Services for free.

(e) **Third-Party Changes.** We are not responsible for changes made by third-party platforms (like Google or Facebook) that may affect the functionality of ProfilePilot.

(f) **Third-Party Platform Disclaimer.** The Client acknowledges that the Services depend on third-party platforms (including Google, Meta, Bing, Trustpilot and others). Actonia does not control these platforms and shall not be liable for any changes, suspensions, API limitations, policy enforcement actions or data loss arising from such third-party providers.

7.6 Non-Solicitation. During the term of your subscription and for two (2) years following its termination, you shall not solicit, hire, contract with or retain any of our directors, officers, employees, assignees, other partners, third-party providers, or customers without our prior written consent; provided, however, that this limitation shall not apply to the hiring or solicitation of any of the aforementioned persons who respond to public postings to the extent permitted by applicable law.

8. General Provisions

8.1 Governing Law. These terms are governed by the laws of the Republic of South Africa.

8.2 Jurisdiction. The parties consent to the exclusive jurisdiction of the courts in Cape Town

8.3 Updates. We may update these terms from time to time. Continued use of the platform at <https://profilepilotapp.com/> constitutes acceptance of the updated terms.

Last Modified: 12 May 2026