



Terms and Conditions of Use

Welcome to QM Easy, powered by Syncflo (Pty) Ltd ("Syncflo"). By accessing or using the QM Easy platform ("the Platform"), you agree to be bound by these Terms and Conditions of Use ("Terms"). If you do not agree with any part of these Terms, please discontinue your use of the Platform immediately.

1. Definitions

In these Terms: 1.1 "We," "Us," or "Our" refers to Syncflo (Pty) Ltd, the provider of the QM Easy platform. 1.2 "You" or "Your" refers to the user of the Platform, including any individual or organization accessing the services provided by QM Easy. 1.3 "Services" refers to the features, tools, content, and resources available on the Platform. 1.4 "Content" refers to all materials, including text, graphics, videos, and downloadable resources, provided on the Platform.

2. Acceptance of Terms

2.1 By creating an account, accessing, or using the Platform, you agree to comply with these Terms, as well as any applicable laws and regulations. 2.2 These Terms may be updated from time to time. Continued use of the Platform after any updates constitutes Your acceptance of the revised Terms.

3. User Accounts and Responsibilities

3.1 **Account Creation:** To access certain features of the Platform, you must create an account by providing accurate and complete information. 3.2 **Security:** You are responsible for safeguarding Your account credentials and agree not to share them with third parties. Notify Us immediately if You suspect unauthorized use of Your account. 3.3 **Accuracy:** You agree to provide accurate and up-to-date information and to update such information promptly if it changes. 3.4 **Prohibited Activities:** You must not:

- Use the Platform for any unlawful or fraudulent purpose.
 - Attempt to disrupt the Platform's functionality, such as by introducing viruses or malicious code.
 - Share or distribute any Platform Content without prior written consent from Us.
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4. Services Provided

4.1 The Platform is designed to assist school-based educators in managing and streamlining their Quality Management Systems (QMS) in compliance with South African standards. 4.2 We reserve the right to modify or discontinue any part of the Services at any time without prior notice. 4.3 We make reasonable efforts to ensure the accuracy and reliability of the Platform but cannot guarantee it will meet all Your expectations or be free from errors.

5. Subscription and Payment

5.1 **Subscription Plans:** Access to the Platform is subject to a subscription, with pricing based on the number of educators in Your organization. 5.2 **Payment Terms:** Subscription fees are payable in advance on a monthly or annual basis. Late or failed payments may result in suspension or termination of Your



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account. 5.3 **Refunds:** Refunds are only issued at Our sole discretion and are subject to the conditions outlined in Our Refund and Cancellation Policy.

6. Intellectual Property

6.1 All intellectual property rights, including trademarks, logos, and Content, are owned by or licensed to Syncflo. 6.2 You may not copy, distribute, modify, or create derivative works from the Platform's Content without Our explicit permission. 6.3 Any suggestions or feedback provided by You regarding the Platform may be used by Us without obligation or compensation.

7. Privacy and Data Protection

7.1 We process personal information in accordance with Our Privacy Policy, which complies with the Protection of Personal Information Act (POPIA). 7.2 By using the Platform, you consent to the processing of Your personal information as outlined in Our Privacy Policy.

8. Limitation of Liability

8.1 The Platform is provided "as is" and "as available." We make no warranties or representations regarding its availability, accuracy, or fitness for a particular purpose. 8.2 To the maximum extent permitted by law, we shall not be liable for any direct, indirect, incidental, or consequential damages arising from Your use of the Platform. 8.3 In no event shall Our total liability to You exceed the amount paid by You for access to the Platform in the 12 months preceding the incident giving rise to the claim.

9. Termination

9.1 We reserve the right to suspend or terminate Your account if You violate these Terms or engage in unauthorized activities on the Platform. 9.2 Upon termination, your access to the Platform will be revoked, and any outstanding subscription fees will remain due.

10. Governing Law and Jurisdiction

10.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. 10.2 Any disputes arising under these Terms shall be resolved in a South African court of competent jurisdiction.

11. Contact Information

For any questions or concerns regarding these Terms, please contact Us at:

Syncflo (Pty) Ltd Email: qmeasy@syncflo.co.za Website: www.qmeasy.co.za