

Terms of Service for EDMINIX PTY LTD

Effective Date: July 20, 2025

These Terms of Service ("Terms") govern your use of the progress report and employee management system ("the System") provided by EDMINIX PTY LTD ("we," "us," or "our"). By accessing or using the System, you agree to these Terms, designed to comply with the Protection of Personal Information Act 4 of 2013 (POPIA) and protect against deficiencies or exploits. If you do not agree, you must not use the System.

1. Contact Information

- Business Name: EDMINIX PTY LTD
- Email: hello@edminix.co.za
- Phone: 061 259 7253
- Physical Address: 1103 Frederik Ave, Eldoraigine, Centurion, 0157, South Africa

2. Eligibility

You must be an authorized employee, administrator, or user associated with EDMINIX PTY LTD to use the System. Unauthorized access is prohibited and may result in legal action under South African law.

3. Use of the System

The System enables:

- Management of employee records (e.g., personal, professional, and financial details).
- Tracking of learner attendance and generation of progress reports.
- Submission and management of support requests.
- Secure user authentication.

You agree to:

- Provide accurate and up-to-date information.
- Use the System only for its intended purposes and in compliance with these Terms and applicable laws.
- Not attempt to bypass security measures, access unauthorized data, or disrupt System functionality.



- Report any suspected security issues to hello@edminix.co.za immediately.

4. Account Security

- You are responsible for safeguarding your login credentials (username and password).
- Notify us immediately at hello@edminix.co.za if you suspect unauthorized access.
- EDMINIX PTY LTD is not liable for losses due to your failure to secure your credentials.

5. Data Protection and Privacy

We process personal information in accordance with our Privacy Policy and POPIA:

- Data is used solely for System operations (e.g., employee management, attendance tracking).
- Data is not shared except with our POPIA-compliant cloud server provider for hosting purposes.
- We implement encryption, access controls, and audit logs to prevent data breaches or exploits.
- In case of a data breach, we will notify affected users and the Information Regulator promptly, as required by POPIA Section 22.

6. Intellectual Property

- The System, including its code, design, and content, is owned by EDMINIX PTY LTD and protected by intellectual property laws.
- You may not copy, modify, distribute, or reverse-engineer the System without written consent.

7. Prohibited Conduct

You must not:

- Use the System for unlawful or unauthorized purposes.
- Share or misuse other users' personal information.
- Introduce malicious code, viruses, or harmful content.
- Attempt to exploit vulnerabilities or interfere with System operations.

8. Termination

- We may suspend or terminate your access for violating these Terms or engaging in prohibited conduct.
- You may request account deletion by contacting hello@edminix.co.za, subject to legal retention requirements.
- Upon termination, you must cease using the System, and we may delete your data per our Privacy Policy.

9. Limitation of Liability

- The System is provided "as is" without warranties, express or implied.
- EDMINIX PTY LTD is not liable for direct, indirect, or consequential damages, including data loss or service interruptions, to the extent permitted by law.
- We do not guarantee uninterrupted or error-free System operation but maintain robust measures to minimize disruptions.

10. Indemnity

You agree to indemnify EDMINIX PTY LTD, its employees, and affiliates against claims, losses, or damages arising from your misuse of the System, violation of these Terms, or unauthorized data access.

11. Force Majeure

EDMINIX PTY LTD is not liable for failure to perform obligations due to events beyond our control, including natural disasters, cyber-attacks, or regulatory changes.

12. Dispute Resolution

- Disputes will be resolved through negotiation or mediation in good faith.
- If unresolved, disputes are subject to the exclusive jurisdiction of South African courts, governed by South African law.

13. Protection Against Deficiencies and Exploits

To safeguard EDMINIX PTY LTD and users:

- Security Measures: We use AES-256 encryption, intrusion detection, and regular penetration testing to prevent exploits.



- **User Accountability:** You must report security concerns promptly and avoid actions that compromise System integrity.
- **Contractual Protections:** Our cloud server provider is bound by strict POPIA-compliant agreements, with penalties for non-compliance.
- **Audit and Monitoring:** We maintain detailed logs of data access and modifications to detect and address deficiencies.

14. Changes to These Terms

We may update these Terms to reflect legal or operational changes. Updates will be posted on our website with a revised effective date. Continued use constitutes acceptance of the updated Terms.

15. Contact Us

For questions or complaints, contact:

- Email: hello@edminix.co.za
- Phone: 061 259 7253
- Physical Address: 1103 Frederik Ave, Eldoraigne, Centurion, 0157, South Africa
- Information Regulator: complaints.IR@justice.gov.za

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