



# Vitality Connect (Pty) Ltd – Terms of Service

**Effective Date: 1 August 2024**

Vitality Connect (Pty) Ltd (“Vitality Connect”, “we”, “us”, or “our”) operates this website and related platforms (the “Site”) and provides wellness services, digital content, and educational tools (the “Services”) to our users (“you”). These Terms of Service, together with our Privacy Policy, form a binding legal agreement (the “Agreement”) between you and Vitality Connect governing your access and use of our Services.

By accessing or using our Site, purchasing any digital course, product, or Service, or clicking “I Agree” or “Purchase,” you accept and agree to be bound by these Terms of Service and the Privacy Policy.

## 1. Medical Disclaimer

All content provided on the Site is for educational and informational purposes only and is not intended as a substitute for professional medical advice, diagnosis, or treatment. You must consult a qualified healthcare provider with any questions regarding a medical condition. Never disregard or delay medical advice based on any information on our platform. Your use of our Services is at your sole risk.

## 2. User Eligibility & Obligations

- You must be 18 years or older to use this Site and Services.
- You agree to comply with all South African laws, including the **Protection of Personal Information Act (POPIA)** and applicable health regulations.
- You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account.
- We reserve the right to suspend or terminate your access without notice for any breach of these terms or for misuse of the platform.

## 3. License & Intellectual Property

- Upon purchasing digital content, you are granted a **personal, non-transferable, non-commercial** license to access and use the material.



- All content remains the intellectual property of Vitality Connect or its licensors.
- You may not redistribute, reproduce, modify, or use the content for commercial purposes without written permission.
- We reserve the right to revoke access for any misuse, including intellectual property infringement.

## 4. Subscriptions & Payments

- Subscription purchases will automatically renew unless cancelled before the billing cycle.
- By subscribing, you authorise Vitality Connect to charge your selected payment method.
- All pricing is displayed in South African Rand (ZAR) and includes VAT where applicable.
- Refunds will be handled in accordance with the **Consumer Protection Act (CPA)**.
- You may cancel your subscription at any time through your user dashboard or by contacting us at [support@vitalityconnect.co.za](mailto:support@vitalityconnect.co.za).

## 5. Prohibited Activities

You may not:

- Copy, mine, scrape, or repurpose content for AI training or commercial redistribution.
- Upload harmful code, impersonate others, or post unlawful, defamatory, or harmful material.
- Use the Site for any activity that infringes on the rights of others or violates South African law.

## 6. Community & Public Forums

When participating in any public areas of the Site:

- Remain respectful and truthful.



- Do not share private data or copyrighted material without consent.
- We reserve the right to moderate, remove, or block users who violate our posting guidelines.

## **7. Third-Party Links & Content**

Our Site may contain links to third-party websites or services. Vitality Connect is not responsible for the content, products, or services of these external sites. Your interactions with third-party platforms are solely between you and the third party.

## **8. Privacy**

Vitality Connect's Privacy Policy, as required under POPIA, governs how we collect, use, and protect your personal information. By using our Services, you consent to the collection and use of your information in accordance with our Privacy Policy.

## **9. Disclaimers & Limitations of Liability**

- Our Services are provided **“as is”** and without warranties of any kind.
- We do not warrant uninterrupted access, accuracy, or that the Site will be free from malware or defects.
- Vitality Connect is not liable for any damages resulting from the use of, or inability to use, the Site or Services, except as required by South African consumer protection laws.

## **10. Indemnification**

You agree to indemnify and hold harmless Vitality Connect, its directors, employees, and affiliates from any claims, damages, or losses arising from your use of the Services or violation of these Terms.

## **11. Termination**

We may suspend or terminate your access to Services at any time without notice if you breach these Terms or if we discontinue any portion of the Services. Upon termination, your license will be revoked, and any outstanding fees will remain payable.

## **12. Governing Law & Jurisdiction**



These Terms are governed by the laws of the **Republic of South Africa**. Any dispute arising from or relating to these Terms will be subject to the exclusive jurisdiction of the courts of **Cape Town, Western Cape**.

## 13. Dispute Resolution

Before initiating any legal proceedings, parties agree to attempt informal resolution through written notice and negotiation. If unresolved, the dispute may be referred to a **South African mediator or arbitrator** per the Arbitration Foundation of Southern Africa (AFSA) rules. Class actions are not permitted.

## 14. Changes to Terms

We may update these Terms from time to time. Continued use of the Services after changes are posted constitutes your acceptance. It is your responsibility to review the Terms periodically.

## 15. Contact Information

For questions about these Terms, contact us at:

**Vitality Connect (Pty) Ltd**

Registration No: 2024/198262/07

Email: [legal@vitalityconnect.co.za](mailto:legal@vitalityconnect.co.za)

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South Africa