

Terms and Conditions

Effective Date: 01 January 2025

Introduction

Welcome to My Data Fusion, a product wholly owned by **Syncflo (Pty) Ltd** ("we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our website ("Website") and services. By accessing or using our Website, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, you must not use our Website.

1. Definitions

- **"Services"** refers to the services provided through the My Data Fusion platform, including but not limited to data management, reporting tools, and integrations.
 - **"User" or "You"** refers to any individual or entity accessing or using our Website or Services.
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2. Use of the Website and Services

2.1 Eligibility

You must be at least 18 years old to use our Website and Services. By using our Website, you represent and warrant that you meet this requirement.

2.2 Permitted Use

You agree to use our Website and Services only for lawful purposes and in compliance with these Terms. You must not:

- Use our Website or Services for any fraudulent or malicious activities.
 - Attempt to gain unauthorised access to our systems or interfere with the proper functioning of our platform.
 - Share your account credentials with others or impersonate another person.
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3. Account Registration

To access certain features of our Services, you may need to register for an account. When registering, you agree to:

- Provide accurate, current, and complete information.
- Keep your account details secure and confidential.
- Notify us immediately of any unauthorised use of your account.

We reserve the right to suspend or terminate your account if you breach these Terms.

4. Fees and Payments

4.1 Subscriptions

Certain Services require a subscription. By subscribing, you agree to pay the fees specified at the time of subscription.

4.2 Payment Terms

- All payments must be made in South African Rand (ZAR).
 - Payments are non-refundable except as required by law.
 - We reserve the right to change our pricing at any time, but changes will not affect ongoing subscriptions until the renewal date.
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5. Intellectual Property

All content on our Website, including text, graphics, logos, and software, is the property of My Data Fusion or its licensors and is protected by applicable copyright and intellectual property laws. You may not reproduce, distribute, or create derivative works from our content without prior written permission.

6. Data Protection and Privacy

Your use of our Website and Services is subject to our Privacy Policy, which explains how we collect, use, and protect your personal information. By using our Website, you consent to the practices outlined in the Privacy Policy.

7. Limitation of Liability

To the fullest extent permitted by law, My Data Fusion will not be liable for any:

- Direct, indirect, incidental, or consequential damages arising from your use of our Website or Services.
- Loss of profits, data, or business opportunities resulting from errors, interruptions, or system failures.

Our total liability for any claim arising from these Terms or your use of the Website will not exceed the amount you paid to us for the Services in the preceding 12 months.

8. Termination

We may suspend or terminate your access to the Website or Services at our discretion if you breach these Terms. Upon termination, you must immediately cease using our Services and destroy any copies of our content in your possession.

9. Governing Law

These Terms are governed by and construed in accordance with the laws of South Africa. Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts of South Africa.

10. Changes to These Terms

We may update these Terms from time to time. Any changes will be posted on this page with an updated effective date. By continuing to use our Website after changes are made, you agree to the revised Terms.

11. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

- **Email:** hello@syncflo.co.za
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By using our Website and Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.