

Website Terms of Use

Governs access to and use of www.tforge.co.za, including its content, functionality, forms and downloadable materials.

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01 Introduction

These Website Terms of Use govern access to and use of the website located at **www.tforge.co.za**, including its pages, content, functionality, forms and downloadable materials ("the Website").

The Website is owned and operated by **TForge (Pty) Ltd**, registration number **2015/031282/07**, trading as **TForge** ("TForge", "we", "us" or "our").

By accessing or using the Website, you confirm that you have read, understood and agreed to these Terms of Use. If you do not agree to these Terms, you must discontinue your use of the Website.

02 Company information

TForge's company and contact details are:

Registered company name: TForge (Pty) Ltd

Trading name: TForge

Registration number: 2015/031282/07

Registered address: Building 14, Ground Floor, Woodlands Office Park, 20 Woodlands Dr, Woodmead, Sandton, 2128

Principal place of business: Same as registered address

Telephone: +27 10 035 0909

Email: info@tforge.co.za

Website: www.tforge.co.za

03 Purpose of the Website

The Website provides general information about TForge, its business, products, services, technology capabilities, partnerships and related activities.

TForge provides solutions and services that may include:

- Artificial intelligence and automation solutions;
- Contact-centre technologies;
- Conversational and voice AI;
- Omnichannel communication solutions;
- Cloud communication services;
- Voice and telecommunications services;
- Managed infrastructure;
- Enterprise software;
- Data, analytics and interaction-intelligence solutions;
- Professional, consulting, implementation and support services; and
- Other related technology products and services.

Information published on the Website is provided for general informational and marketing purposes. It does not, by itself, constitute a binding quotation, service commitment, warranty, professional recommendation or contractual offer.

04 Eligibility and authority

By using the Website on behalf of a company, organisation or other legal entity, you confirm that you are authorised to act on behalf of that entity and to bind it where applicable.

Certain TForge products and services are intended for business and enterprise customers. Accessing information about those services does not automatically qualify a person or organisation to receive or purchase them.

05 Permitted use

You may use the Website only:

- For lawful purposes;
- To obtain information about TForge and its services;
- To contact TForge;
- To request information, a consultation, demonstration or proposal;
- To access material that TForge has made publicly available; and
- For reasonable personal or internal business evaluation.

You may download or print reasonable extracts from the Website for personal, internal business or evaluation purposes, provided that you do not remove any copyright, trademark or proprietary notices.

06 Prohibited use

You may not:

- Use the Website for unlawful, fraudulent, abusive or malicious purposes;
- Attempt to gain unauthorised access to the Website, its infrastructure, systems, accounts, source code, databases or connected services;
- Circumvent authentication, access-control, security or technical restrictions;
- Introduce viruses, malicious code, automated attacks or harmful technology;
- Perform vulnerability scanning, penetration testing or security testing without TForge's prior written authorisation;
- Interfere with the availability, security, operation or performance of the Website;
- Scrape, harvest, extract or collect information from the Website through automated means without written permission;
- Use bots, crawlers or similar tools in a manner that places an unreasonable burden on the Website;
- Impersonate TForge, its employees, customers, partners or representatives;
- Submit false, misleading, defamatory or unlawful information;
- Use Website content to build, train or improve a competing product, artificial intelligence model, dataset or commercial service without written permission;
- Reverse-engineer or attempt to discover the source code or underlying systems of the Website;
- Reproduce, republish, sell, license or commercially exploit Website content without permission; or
- Use TForge's branding, product names or material in a way that suggests an unauthorised association or endorsement.

TForge may restrict or block access to the Website where it reasonably suspects misuse, unlawful conduct or a threat to its systems or other users.

07 Intellectual property

Unless otherwise stated, all rights in the Website and its content belong to TForge, its licensors or its authorised partners.

This includes rights in:

- Text;
- Graphics;
- Images;
- Videos;
- Audio;
- Presentations;
- Reports;
- White papers;
- Product descriptions;
- Software interfaces;
- Website layouts;
- Designs;
- Databases;
- Documentation;
- Trade names;
- Logos;
- Product names;
- Slogans; and
- Other proprietary material.

The name **TForge**, its logos, solution names, product names, branding and associated marks may be protected by trademark, copyright and other intellectual-property laws.

No licence or right is granted to you except for the limited right to access and use the Website in accordance with these Terms.

You may not use TForge's intellectual property without prior written authorisation.

Third-party names, trademarks and logos displayed on the Website remain the property of their respective owners. Their appearance does not necessarily imply endorsement, ownership or a broader partnership beyond the relationship expressly stated by TForge.

08 Product and service information

TForge takes reasonable steps to ensure that information on the Website is useful and accurate. However, products, features, integrations, technical capabilities, pricing, availability and specifications may change.

Website content must not be treated as a final technical specification, contractual commitment, guaranteed outcome or service-level undertaking.

The exact scope, functionality, pricing, implementation requirements, performance standards and responsibilities applicable to a TForge service will be determined by the relevant:

- Proposal;
- Quotation;
- Order form;
- Statement of work;
- Service agreement;
- Software licence agreement;
- Data-processing agreement;
- Service-level agreement; or
- Other written contract concluded with the customer.

If there is a conflict between these Website Terms and a signed customer agreement, the signed customer agreement will prevail in relation to the services covered by that agreement.

09 Artificial intelligence information

The Website may contain information about artificial intelligence, machine learning, automation, conversational AI, voice AI, analytics or automated decision-support technologies.

AI-related content is provided for general informational purposes. Actual performance may depend on factors including:

- Data quality;
- Configuration;
- Use case;
- Language;
- Customer systems;
- Third-party platforms;
- Operational environment;
- Human oversight;
- User behaviour; and
- Applicable legal and regulatory requirements.

TForge does not warrant that an AI system will always generate complete, accurate, unbiased or error-free outputs.

Customers remain responsible for assessing whether a particular AI solution is appropriate for their intended use and for implementing suitable governance, review, human oversight and legal controls.

Unless expressly agreed in writing, information on the Website does not constitute a promise that any TForge solution will make decisions without human intervention or achieve a specific commercial, operational, collection, contact-rate or performance outcome.

10 Performance statements and case studies

The Website may refer to previous results, case studies, improvements, efficiencies, savings, contact rates, answer rates, recovery rates or other performance indicators.

These statements may reflect specific projects, customer environments, configurations, assumptions or measurement periods. They do not guarantee that another customer will achieve the same or similar results.

Actual outcomes may vary according to circumstances including implementation, data, market conditions, customer processes, technology environment, campaign structure, staffing and third-party dependencies.

Any projected benefits, savings or results must be validated through the applicable commercial and technical assessment.

11 Requests, enquiries and demonstrations

Submitting a contact form, requesting a demonstration, downloading material or communicating with TForge through the Website does not automatically create a binding contract.

A contract will arise only when the relevant parties enter into an agreement through an authorised process or when TForge expressly confirms acceptance in writing.

TForge may decide whether to respond to or proceed with an enquiry, demonstration, proof of concept, proposal or commercial opportunity.

You must ensure that information submitted to TForge is accurate, lawful and not misleading.

You must not submit confidential information, personal information belonging to another person or proprietary customer data unless you are authorised to do so and the submission is necessary for the intended purpose.

12 Electronic communications

By communicating with TForge electronically, you acknowledge that communications may take place through email, web forms, telephone, video conferencing or other electronic channels.

Electronic communications are not guaranteed to be secure, complete, accurate or free from delay.

A communication will not be regarded as a binding acceptance, amendment, waiver or contractual commitment by TForge unless it is issued or confirmed by an authorised TForge representative.

Automated confirmations merely acknowledge receipt and do not constitute acceptance of an offer or instruction.

13 Privacy and personal information

TForge processes personal information in accordance with its Privacy Notice and applicable data-protection law.

When you submit information through the Website, TForge may process it for purposes including:

- Responding to enquiries;
- Arranging meetings or demonstrations;
- Preparing proposals;
- Managing business relationships;
- Providing requested information;
- Administering events or webinars;
- Improving the Website;
- Maintaining security;
- Recruitment;
- Meeting legal obligations; and
- Sending marketing communications where lawfully permitted.

For more information, please read the **TForge Privacy Notice** available at:

To be confirmed — will be published at www.tforge.co.za

Privacy and POPIA enquiries may be directed to:

Information Officer: Antony Makins

Email: antony@tforge.co.za

14 Cookies and similar technologies

The Website may use cookies and similar technologies to:

- Enable essential Website functionality;
- Remember preferences;
- Protect the Website;
- Understand Website use;
- Measure performance;
- Improve content;
- Support customer engagement; and
- Conduct analytics or marketing where permitted.

Where required, visitors will be given an opportunity to manage non-essential cookie preferences.

More information is available in the **TForge Cookie Notice** at:

To be confirmed — will be published at www.tforge.co.za

Visitors may also use the cookie-preference tool made available on the Website.

15 Third-party websites and services

The Website may contain links to websites, platforms, applications or resources operated by third parties.

These links are provided for convenience or information. TForge does not control third-party services and is not responsible for their:

- Availability;
- Security;
- Accuracy;
- Content;
- Privacy practices;
- Terms;
- Products; or
- Conduct.

Access to a third-party service is at your own risk and may be governed by that third party's terms and privacy notice.

A link does not necessarily constitute endorsement by TForge.

16 Third-party platforms and integrations

Some TForge solutions may integrate with or depend on services supplied by third parties.

References on the Website to third-party platforms, telecommunications networks, software providers, cloud providers or technology partners do not mean that TForge owns or controls those services.

Third-party availability, functionality, licensing, performance and terms may affect the relevant solution. These matters will be addressed in the applicable customer agreement where relevant.

17 Website availability

TForge aims to maintain a useful and accessible Website but does not guarantee that it will always be available, uninterrupted, secure or free from errors.

TForge may, without prior notice:

- Suspend the Website;
- Restrict access;
- Perform maintenance;
- Change functionality;
- Remove content;
- Correct errors; or
- Discontinue any part of the Website.

TForge will not be responsible for interruptions caused by maintenance, hosting providers, internet service providers, telecommunications networks, cyber incidents, power failures, force majeure or circumstances beyond its reasonable control.

18 Security

Although TForge applies reasonable safeguards, no website or electronic communication system can be guaranteed to be completely secure.

You are responsible for maintaining suitable security controls on your own devices, systems and accounts.

You must notify TForge promptly if you become aware of:

- Unauthorised access involving the Website;
- A suspected vulnerability;
- Fraudulent use of TForge's identity;
- Malicious content;
- A security incident; or
- Misuse of TForge systems.

Security concerns may be reported to:

security@tforge.co.za (or **info@tforge.co.za**)

You must not publicly disclose a suspected vulnerability before TForge has had a reasonable opportunity to investigate and address it.

19 User-submitted content

Where the Website allows you to submit information, documents, comments or other material, you confirm that:

- You are authorised to submit it;
- It is accurate to the best of your knowledge;
- It does not infringe another person's rights;
- It does not contain unlawful or malicious material; and
- TForge may process it for the purpose for which it was submitted.

You retain ownership of material you submit. However, you grant TForge the limited right to access, store, reproduce and use that material as reasonably required to respond to the submission, provide the requested service, maintain records, comply with law and protect its legitimate interests.

20 Careers and recruitment

Job advertisements and career information published on the Website do not constitute an offer of employment.

TForge may amend, withdraw or close a vacancy at any time.

Submitting an application does not guarantee an interview, response or appointment.

Applicant information will be processed for recruitment, record-keeping and related purposes in accordance with the applicable privacy notice.

Applicants must provide accurate information and must not submit another person's information without proper authority.

21 Disclaimer

KEY LEGAL TERM

The Website and its content are provided on an “as is” and “as available” basis.

To the maximum extent permitted by law, TForge does not warrant that:

- The Website will meet every user’s requirements;
- All content will always be current, complete or error-free;
- The Website will be uninterrupted;
- The Website will be free from malicious code;
- Any product will be suitable for a particular purpose without an assessment;
- Any stated or anticipated result will be achieved; or
- Third-party services will remain available.

Nothing on the Website constitutes legal, financial, regulatory, cybersecurity or other professional advice.

Users should obtain appropriate professional advice before relying on Website content for a material decision.

Nothing in these Terms excludes any warranty, right or remedy that may not lawfully be excluded.

22 Limitation of liability

KEY LEGAL TERM

To the maximum extent permitted by law, TForge and its directors, employees, contractors, representatives, licensors and partners will not be liable for any indirect, incidental, special or consequential loss arising from the use of, or inability to use, the Website.

This includes loss of:

- Profit;
- Revenue;
- Business;
- Opportunity;
- Data;
- Goodwill;
- Reputation; or
- Anticipated savings.

TForge will not be liable for loss resulting from:

- Reliance on general Website information;
- Website interruptions;
- Third-party websites or services;
- Unauthorised access outside TForge's reasonable control;
- Malware introduced by third parties;
- User error;
- Incorrect information supplied by a user; or
- Use of Website content contrary to these Terms.

Where liability cannot lawfully be excluded, TForge's liability will be limited to the extent permitted by applicable law.

Nothing in these Terms is intended to exclude liability for fraud, wilful misconduct, gross negligence or any other liability that cannot lawfully be excluded.

23 Indemnity

KEY LEGAL TERM

To the extent permitted by law, you agree to indemnify TForge against claims, losses, liabilities, damages and reasonable costs arising from:

- Your unlawful use of the Website;
- Your material breach of these Terms;
- Information or content unlawfully submitted by you;
- Your infringement of another person's rights; or
- Your unauthorised interference with the Website or TForge systems.

This clause does not apply to the extent that a claim results from TForge's own unlawful conduct, gross negligence or wilful misconduct.

24 Consumer protection

Nothing in these Terms is intended to limit or exclude any rights available to a person under applicable consumer-protection legislation where those rights cannot lawfully be limited or excluded.

Where any provision conflicts with a mandatory consumer-protection requirement, the mandatory requirement will apply and the affected provision will be interpreted or limited accordingly.

25 Linking to the Website

You may link to the Website in a lawful and fair manner, provided that the link:

- Does not damage TForge's reputation;
- Does not falsely imply endorsement or partnership;
- Does not frame the Website in a misleading manner;
- Does not appear on unlawful or harmful content; and
- Does not misuse TForge's intellectual property.

TForge may request the removal of a link where it reasonably considers the association misleading, harmful or unauthorised.

26 Changes to the Website and these Terms

TForge may update the Website and these Terms from time to time.

The latest version will be published on the Website with an updated revision date.

Changes will apply from the date on which they are published unless a later date is stated.

Continued use of the Website after an update constitutes acceptance of the revised Terms.

Material changes affecting an existing contracted service will be handled in accordance with the relevant customer agreement rather than solely through these Website Terms.

27 Breach and enforcement

If you breach these Terms, TForge may:

- Restrict or terminate your access;
- Remove submitted content;
- Block relevant devices or addresses;
- Preserve evidence;
- Report unlawful activity;
- Seek an interdict or other legal remedy; or
- Claim damages where legally available.

A failure or delay by TForge in exercising a right does not amount to a waiver of that right.

28 Governing law and jurisdiction

These Terms and any dispute concerning the Website are governed by the laws of the Republic of South Africa.

Subject to any mandatory law or agreed dispute-resolution procedure, the courts of South Africa will have jurisdiction.

Nothing prevents TForge from approaching a court with appropriate jurisdiction for urgent or protective relief.

29 Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be limited or removed only to the extent necessary.

The remaining provisions will continue to apply.

30 Entire understanding concerning Website use

These Terms, together with the Privacy Notice and Cookie Notice, constitute the general terms applicable to use of the public Website.

They do not replace any separate agreement concluded between TForge and a customer, supplier, partner, employee or other party.

31 Contact details

Questions about these Website Terms may be directed to:

TForge

Legal entity: TForge (Pty) Ltd

Address: Building 14, Ground Floor, Woodlands Office Park, 20 Woodlands Dr, Woodmead, Sandton, 2128

Email: info@tforge.co.za

Telephone: +27 10 035 0909

Website: www.tforge.co.za

Privacy-related matters may be directed to:

Information Officer: Antony Makins

Email: antony@tforge.co.za