



TERMS OF SERVICE

VAYU COACHING TECHNOLOGIES (PTY) LTD

Effective Date: 01 June 2026

Version: 1.0

1. INTRODUCTION AND ACCEPTANCE OF TERMS

1.1 Introduction

Welcome to VAYU.

These Terms of Service ("Terms") govern your access to and use of:

- The VAYU platform;
- Mobile applications operated by VAYU;
- Websites operated by VAYU;
- AI-powered coaching services;
- Digital coaching programmes;
- Educational content;
- Subscription services;
- Related products and services provided by VAYU Coaching Technologies (Pty) Ltd ("VAYU", "we", "us", or "our").

These Terms constitute a legally binding agreement between you and VAYU.

1.2 Acceptance of Terms

By:

- Creating an account;
- Accessing the platform;
- Using any VAYU service;
- Purchasing a subscription;
- Participating in coaching services;
- Using AI-powered features;

you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree to these Terms, you must not access or use our services.

1.3 Additional Policies

These Terms should be read together with:

- Privacy Policy;
- PAIA Manual;
- Cookie Policy;
- POPIA Compliance Framework;
- Coaching Services Agreement (where applicable);
- Any additional policies published by VAYU from time to time.

Where inconsistencies arise, these Terms shall govern the contractual relationship between VAYU and the user except where applicable law requires otherwise.

1.4 Changes to These Terms

We may update these Terms from time to time.

Changes may occur due to:

- Legal requirements;
- Regulatory requirements;
- New platform features;
- Business developments;
- Security requirements;
- Technological changes.

Updated versions shall be published through our websites, applications, or platforms.

Continued use of the services following publication of updated Terms constitutes acceptance of the revised Terms.

1.5 Eligibility

To use the services, you must:

- Be at least 18 years of age; or
- Have the consent of a parent, guardian, or legally authorised representative where permitted by law.

By using the services, you represent that you have the legal capacity to enter into a binding agreement.

1.6 Business Information

Company Name: VAYU Coaching Technologies (Pty) Ltd

Registration Number: 2026/430224/07

Trading Names:

- VAYU
- VAYU Life Coaching

Registered Address:

134 Ranger Road

Fish Hoek

Cape Town

7975

Western Cape

South Africa

General Contact Email:

compliance@vayulifecoaching.co.za

Telephone: +27 62 899 2522

1.7 Nature of Services

VAYU provides personal development, coaching, educational, digital, and AI-assisted services designed to support personal growth, accountability, goal achievement, productivity, and self-development.

Unless expressly stated otherwise, VAYU does not provide:

- Medical advice;
- Psychiatric advice;
- Psychological treatment;
- Legal advice;
- Financial advice;
- Emergency services;
- Crisis intervention services.

Users remain responsible for their own decisions, actions, and outcomes.

1.8 Electronic Communications

By using the services, you consent to receiving communications electronically, including:

- Service notifications;
- Account-related communications;
- Security notices;
- Billing notifications;
- Platform updates;
- Legal notices.

Electronic communications shall satisfy any legal requirement that such communications be in writing.

2. DEFINITIONS

For purposes of these Terms of Service, the following terms shall have the meanings set out below unless the context indicates otherwise.

Account

Means a registered user profile created to access certain VAYU services, products, features, applications, or content.

AI Services

Means any artificial intelligence, machine learning, generative AI, conversational AI, recommendation engine, automation system, or AI-assisted functionality made available through the VAYU platform or related services.

Applicable Law

Means all laws, regulations, codes, directives, regulatory requirements, and legal obligations applicable to the parties from time to time.

Coaching Services

Means any coaching, mentoring, accountability, educational, personal development, executive coaching, leadership coaching, digital coaching, or related services provided by VAYU.

Coaching Services do not constitute medical, psychological, psychiatric, legal, financial, or other regulated professional services unless expressly stated otherwise.

Content

Means all text, graphics, images, videos, audio, software, training materials, educational materials, coaching resources, assessments, prompts, documents, and other materials made available through the Services.

Effective Date

Means the date upon which these Terms become effective as published by VAYU.

Fees

Means any subscription fees, coaching fees, transaction fees, service fees, or other charges payable in connection with the Services.

Information Officer

Means the person appointed by VAYU to oversee compliance with applicable privacy and access-to-information legislation.

As at the Effective Date, the Information Officer is Chris Roos.

Intellectual Property

Means all intellectual property rights including:

- Copyright;
- Trade marks;
- Trade secrets;
- Know-how;
- Patents;
- Designs;
- Domain names;
- Databases;
- Proprietary methodologies;
- Software code;
- Content and materials.

Whether registered or unregistered.

Platform

Means the VAYU websites, mobile applications, software systems, digital platforms, AI-powered services, and related technology environments operated by VAYU.

Personal Information

Shall have the meaning assigned to it under the Protection of Personal Information Act, 2013 ("POPIA").

Privacy Policy

Means the VAYU Privacy Policy, as amended from time to time.

Services

Means any products, services, coaching programmes, subscriptions, content, software, AI functionality, websites, applications, or other offerings provided by VAYU.

Subscription

Means any paid, free, trial, recurring, promotional, or enterprise access arrangement relating to the Services.

User

Means any person who accesses, browses, registers for, purchases, subscribes to, or otherwise uses the Services.

References to "you" and "your" refer to the User.

User Content

Means any information, content, materials, prompts, submissions, journal entries, reflections, notes, feedback, assessments, uploads, comments, messages, or other materials submitted, uploaded, created, stored, or generated by a User through the Services.

VAYU

Means VAYU Coaching Technologies (Pty) Ltd, registration number 2026/430224/07, together with its successors, assigns, authorised representatives, employees, contractors, and service providers where applicable.

Website

Means any website owned, operated, or controlled by VAYU, including but not limited to:

- vayu.coach
- vayulifecoaching.co.za
- vayulifecoaching.online

and any future websites operated by VAYU.

Interpretation

Unless the context requires otherwise:

- Singular words include the plural and vice versa;
- References to one gender include all genders;
- References to persons include natural persons, juristic persons, partnerships, trusts, and other legal entities;
- Headings are included for convenience only and shall not affect interpretation;
- References to legislation include amendments, replacements, and successor legislation;
- References to writing include electronic communications and digital records where legally recognised.

In the event of ambiguity, these Terms shall be interpreted in a manner consistent with applicable law and the reasonable commercial purpose of the Services.

3. ACCOUNT REGISTRATION, ELIGIBILITY AND USER ACCOUNTS

3.1 Eligibility

To access certain Services, Users may be required to create an Account.

By creating an Account, you represent and warrant that:

- You have the legal capacity to enter into a binding agreement;
- The information you provide is accurate and complete;
- You will comply with these Terms;
- You will use the Services only for lawful purposes.

The Company reserves the right to refuse registration requests where permitted by law.

3.2 Account Registration

Certain Services may require registration before access is granted.

During registration, Users may be required to provide information including:

- Full name;
- Email address;
- Telephone number;
- Username;
- Password;
- Billing information;
- Other information reasonably required for service delivery.

You agree to provide accurate, current, and complete information and to keep such information updated.

3.3 Accuracy of Information

You are responsible for ensuring that information associated with your Account remains accurate.

The Company may rely upon information supplied by you and shall not be responsible for losses arising from inaccurate, incomplete, or outdated information provided by a User.

3.4 Account Security

You are responsible for maintaining the confidentiality of your Account credentials.

You agree to:

- Protect your username and password;
- Use strong passwords;
- Avoid sharing login credentials;
- Notify the Company promptly of any suspected unauthorised access;
- Take reasonable steps to secure devices used to access the Services.

The Company shall not be responsible for losses arising from your failure to protect Account credentials.

3.5 Responsibility for Account Activity

You remain responsible for activities conducted through your Account unless otherwise required by law.

Activities conducted using valid Account credentials may be treated as authorised by the Account holder.

Where unauthorised access is suspected, the Company should be notified promptly.

3.6 Single User Accounts

Unless expressly authorised by the Company:

- Accounts are intended for individual use;
- Accounts may not be shared among multiple individuals;
- Access credentials may not be transferred or sold.

The Company reserves the right to suspend or terminate Accounts used in violation of this provision.

3.7 Social Login and Third-Party Authentication

The Company may offer registration or login through third-party authentication providers including:

- Google;
- Apple;
- Microsoft;
- Other approved providers.

Use of third-party authentication services may be subject to the terms and privacy policies of the relevant provider.

The Company is not responsible for the operation of third-party authentication services.

3.8 Verification Requirements

The Company may require verification of identity, ownership, or eligibility in circumstances including:

- Account recovery;
- Security investigations;
- Fraud prevention;
- Subscription administration;
- Regulatory compliance.

Failure to provide reasonable verification may result in restrictions on Account access.

3.9 Account Recovery

The Company may provide account recovery mechanisms to assist Users who lose access to their Accounts.

Recovery procedures may require verification of identity and ownership before access is restored.

The Company reserves the right to refuse recovery requests where ownership cannot be reasonably established.

3.10 Account Suspension

The Company may suspend access to an Account where reasonably necessary, including where:

- These Terms have been breached;
- Fraudulent activity is suspected;
- Unauthorised access is suspected;
- Security concerns arise;
- Payment obligations remain outstanding;
- The Company is required to do so by law.

The Company shall seek to act reasonably and proportionately when exercising suspension rights.

3.11 Account Termination by Users

Users may terminate their Accounts at any time, subject to:

- Outstanding payment obligations;
- Active subscription commitments;
- Applicable legal requirements;
- Data retention obligations.

Account termination does not automatically result in immediate deletion of all information, which shall be handled in accordance with the Privacy Policy, retention requirements, and applicable law.

3.12 Account Termination by the Company

The Company reserves the right to terminate or restrict Accounts where:

- These Terms are materially breached;
- Fraudulent conduct is identified;
- Illegal activity is suspected;
- Security risks arise;
- Continued access creates risk to the Company, its users, or third parties.

Where reasonably practicable, the Company may provide notice before termination.

3.13 Dormant Accounts

The Company reserves the right to suspend, archive, deactivate, or remove dormant Accounts after extended periods of inactivity.

Prior to taking such action, the Company may attempt to notify affected Users where reasonably practicable.

Any retained information shall remain subject to applicable retention requirements and the Privacy Policy.

3.14 No Ownership of Account

Users obtain a limited right to access and use the Services in accordance with these Terms.

An Account remains part of the Company's platform infrastructure and does not confer ownership rights in the Services, software, systems, or underlying technology.

3.15 Future Features

The Company may introduce additional account functionality from time to time, including:

- Team accounts;
- Family accounts;
- Enterprise accounts;
- Community features;
- Social functionality;
- Additional authentication methods.

Such features may be governed by additional terms, policies, or service-specific requirements.

3.16 Survival

Provisions relating to:

- Intellectual Property;
- Confidentiality;
- Payment obligations;
- Limitation of liability;
- Indemnities;
- Privacy obligations;
- Dispute resolution;

shall survive the suspension, deactivation, or termination of an Account where applicable.

4. SERVICES, PLATFORM FUNCTIONALITY AND SERVICE AVAILABILITY

4.1 Overview of Services

VAYU provides coaching, personal development, educational, digital, and technology-enabled services designed to support personal growth, accountability, productivity, goal achievement, leadership development, and self-improvement.

Services may include:

- Life coaching;
- Executive coaching;
- Personal development coaching;
- AI-assisted coaching tools;
- Digital coaching programmes;
- Goal-setting tools;
- Habit tracking tools;
- Journaling functionality;
- Reflection exercises;
- Educational content;
- Community features;
- Mobile applications;
- Web-based services;
- Subscription services;
- Future products and services introduced by the Company.

The specific functionality available may vary depending on subscription level, service offering, platform version, geographic location, or other operational factors.

4.2 Evolving Nature of Services

The Services are intended to evolve over time.

The Company reserves the right to:

- Add new features;
- Modify existing features;
- Improve functionality;
- Replace functionality;
- Discontinue functionality;
- Introduce new products or services;
- Retire products or services.

Such changes may occur without prior notice where reasonably necessary.

4.3 AI-Enabled Functionality

Certain Services may incorporate artificial intelligence technologies.

AI functionality may be used to:

- Generate coaching prompts;
- Facilitate reflection exercises;
- Assist with goal-setting activities;
- Support journaling activities;
- Generate educational content;
- Provide productivity assistance;
- Enhance user experiences.

AI-generated content is intended to support personal development and educational activities and should not be relied upon as professional advice.

The Company reserves the right to modify, suspend, replace, or discontinue AI functionality at any time.

4.4 Beta Features and Experimental Services

From time to time, the Company may make available:

- Beta features;
- Pilot programmes;
- Experimental functionality;
- Early access services;
- Testing environments.

Such features may:

- Contain errors;
- Operate unpredictably;
- Change significantly;
- Be withdrawn without notice.

Users participate in beta programmes at their own discretion and risk.

4.5 Coaching Services

Where Coaching Services are provided, such services are intended to support:

- Personal growth;
- Goal achievement;
- Accountability;
- Leadership development;
- Self-awareness;
- Performance improvement.

Coaching Services are not intended to diagnose, treat, cure, or prevent medical, psychological, psychiatric, or other health-related conditions.

Users remain responsible for their own decisions, actions, and outcomes.

4.6 Educational Content

The Services may provide educational materials, resources, training content, guides, templates, videos, assessments, articles, and other informational materials.

Such content is provided for informational and educational purposes only.

The Company does not guarantee that educational content will be suitable for every individual or circumstance.

4.7 Community Features

The Company may introduce community-based features including:

- Discussion forums;
- Community groups;
- Peer accountability features;
- Social engagement tools;
- User interaction features.

Where such features are introduced, Users remain responsible for their interactions with other users.

The Company does not guarantee the conduct, actions, or representations of other users.

4.8 Third-Party Integrations

The Services may integrate with third-party services including:

- Payment providers;
- Authentication providers;
- Analytics providers;
- AI providers;
- Communication platforms;
- Productivity platforms.

The availability and performance of such integrations may depend upon third-party providers.

The Company shall not be responsible for interruptions, failures, or changes caused by third-party services.

4.9 Service Availability

The Company will use reasonable efforts to make the Services available.

However, the Company does not guarantee that the Services will be:

- Available at all times;
- Uninterrupted;
- Error-free;
- Free from delays;
- Free from security risks;
- Compatible with every device or environment.

Availability may be affected by factors beyond the Company's control.

4.10 Maintenance and Updates

The Company may perform:

- Scheduled maintenance;
- Emergency maintenance;
- Security updates;
- Infrastructure upgrades;
- Platform enhancements.

Maintenance activities may result in temporary interruptions, reduced functionality, or temporary unavailability of the Services.

4.11 Service Interruptions

Service interruptions may occur due to:

- Technical failures;
- Security incidents;
- Internet outages;
- Third-party provider failures;
- Infrastructure issues;
- Regulatory requirements;
- Force majeure events.

The Company shall seek to restore services as reasonably practicable but does not guarantee specific restoration timeframes.

4.12 No Guaranteed Outcomes

The Company does not guarantee:

- Personal transformation;
- Specific coaching outcomes;
- Financial results;
- Business results;
- Career outcomes;
- Health outcomes;
- Relationship outcomes;
- Achievement of personal goals.

Results depend upon numerous factors including user participation, effort, circumstances, commitment, and factors beyond the Company's control.

4.13 Future Services

The Company may introduce additional services from time to time, including:

- Enterprise offerings;
- Corporate coaching programmes;
- Team coaching solutions;
- Digital learning products;
- Marketplace functionality;
- Specialist coaching services;
- Advanced AI functionality.

Such services may be subject to additional terms and conditions.

4.14 Reservation of Rights

The Company reserves all rights not expressly granted under these Terms.

Nothing in these Terms shall be interpreted as creating an obligation to continue providing any specific feature, functionality, product, or service indefinitely.

The Company retains sole discretion regarding the development, modification, operation, and availability of the Services.

5. USER RESPONSIBILITIES AND ACCEPTABLE USE

5.1 Purpose

This section establishes the standards governing the use of the Services and the responsibilities of Users when accessing or using the Platform.

By using the Services, you agree to comply with these Terms, applicable laws, and any reasonable instructions issued by the Company regarding the use of the Services.

5.2 USER RESPONSIBILITIES

Users are responsible for:

- Complying with applicable laws;
- Maintaining the security of their Accounts;
- Providing accurate information;
- Respecting the rights of others;
- Using the Services responsibly;
- Protecting confidential information;
- Maintaining appropriate conduct when interacting with other users.

Users remain solely responsible for decisions, actions, and outcomes arising from their use of the Services.

5.3 LAWFUL USE

The Services may only be used for lawful purposes.

Users shall not use the Services in any manner that:

- Violates applicable laws;
 - Violates regulatory requirements;
 - Infringes the rights of others;
 - Interferes with the operation of the Platform;
 - Exposes the Company to legal or regulatory risk.
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5.4 PROHIBITED ACTIVITIES

Users shall not:

- Engage in unlawful conduct;
 - Commit fraud or misrepresentation;
 - Impersonate another person;
 - Use false identities;
 - Circumvent security controls;
 - Gain unauthorised access to systems;
 - Interfere with platform operations;
 - Distribute malicious software;
 - Upload harmful code;
 - Attempt to disrupt services;
 - Engage in activities that compromise platform security.
-

5.5 ACCOUNT MISUSE

Users shall not:

- Share account credentials;
- Permit unauthorised access to Accounts;
- Sell or transfer Accounts;
- Use another person's Account without permission;
- Create Accounts for fraudulent purposes;
- Attempt to bypass account restrictions.

The Company reserves the right to suspend or terminate Accounts involved in such activities.

5.6 HARASSMENT AND ABUSIVE CONDUCT

Users shall not engage in conduct that is:

- Harassing;
- Threatening;
- Intimidating;
- Abusive;
- Defamatory;
- Discriminatory;
- Hateful;
- Offensive;
- Unlawfully invasive of another person's privacy.

The Company reserves the right to remove content and restrict access where such conduct occurs.

5.7 USER CONTENT RESTRICTIONS

Users shall not upload, submit, store, or distribute content that:

- Is unlawful;
- Is fraudulent;
- Infringes intellectual property rights;
- Violates privacy rights;
- Contains malicious code;
- Promotes illegal activities;
- Contains misleading or deceptive information;
- Violates these Terms.

Users remain solely responsible for User Content submitted through the Services.

5.8 AI SERVICES ACCEPTABLE USE

Users shall not use AI-enabled features to:

- Facilitate unlawful activities;
- Generate fraudulent content;
- Misrepresent AI-generated content as human-generated where disclosure is required by law;
- Circumvent platform safeguards;
- Attempt to extract confidential system information;
- Abuse, overload, or manipulate AI systems;
- Generate content that infringes the rights of others.

The Company may implement technical controls designed to detect and prevent misuse of AI-enabled services.

5.9 AUTOMATED ACCESS AND SCRAPING

Users shall not:

- Use bots, crawlers, scrapers, or automated tools to access the Services without authorisation;
- Harvest information from the Platform;
- Extract data at scale;
- Conduct automated monitoring of the Services;
- Circumvent access controls.

Exceptions may be granted through written authorisation from the Company.

5.10 REVERSE ENGINEERING

Except where prohibited by law, Users shall not:

- Reverse engineer the Platform;
- Decompile software;
- Attempt to access source code;
- Disassemble applications;
- Replicate platform functionality;
- Create derivative works based upon proprietary technology.

Nothing in this section limits rights that cannot legally be restricted under applicable law.

5.11 SECURITY TESTING

Users shall not conduct:

- Penetration testing;
- Vulnerability testing;
- Security scanning;
- Network probing;
- Security research activities;

without the Company's prior written approval.

Responsible disclosure of security concerns is encouraged through approved reporting channels.

5.12 THIRD-PARTY RIGHTS

Users shall respect:

- Intellectual property rights;
- Privacy rights;
- Confidentiality obligations;
- Contractual rights;
- Other lawful rights of third parties.

Users remain responsible for ensuring that their activities do not infringe the rights of others.

5.13 COMPLIANCE WITH COMMUNITY STANDARDS

Where community features are available, Users shall:

- Engage respectfully;
- Participate constructively;
- Avoid disruptive behaviour;
- Respect differing viewpoints;
- Maintain professional conduct.

The Company may establish additional community guidelines from time to time.

5.14 ENFORCEMENT

Where the Company reasonably believes that a User has violated these Terms, the Company may:

- Issue warnings;
- Remove content;
- Restrict functionality;
- Suspend Accounts;
- Terminate Accounts;
- Report unlawful activities to appropriate authorities;
- Take any other lawful action reasonably necessary to protect the Company, its users, or third parties.

The Company shall seek to act reasonably and proportionately when exercising enforcement rights.

5.15 REPORTING MISUSE

Users are encouraged to report:

- Security concerns;
- Suspected fraud;
- Abuse of the Platform;
- Violations of these Terms;
- Inappropriate content;
- Misuse of AI-enabled features.

Reports may be submitted to the Company using the contact information provided in these Terms.

5.16 RESPONSIBILITY FOR USER CONDUCT

Users remain solely responsible for:

- Their conduct;
- Their interactions with others;
- Their User Content;
- Their decisions and actions arising from use of the Services.

The Company does not assume responsibility for the conduct of Users and makes no representation regarding the behaviour of individuals using the Platform.

6. USER CONTENT, JOURNALS, REFLECTIONS AND PLATFORM DATA

6.1 Purpose

This section governs User Content submitted, created, uploaded, stored, generated, or processed through the Services.

The Company recognises that many forms of User Content may be highly personal, confidential, and significant to the User's personal development journey.

The Company is committed to handling such information in accordance with its Privacy Policy, POPIA obligations, and applicable legal requirements.

6.2 USER CONTENT

Users may create, submit, upload, store, or generate content through the Services, including:

- Journal entries;
- Reflections;
- Notes;
- Goals;
- Habit-tracking records;
- Assessments;
- Coaching exercises;
- Feedback;
- Uploaded files;
- Messages;
- AI prompts;
- AI interaction content;
- Other materials created through use of the Platform.

Such content is referred to collectively as "User Content."

6.3 OWNERSHIP OF USER CONTENT

Subject to the rights granted under these Terms, Users retain ownership of User Content created or submitted by them.

Nothing in these Terms transfers ownership of User Content from the User to the Company.

Users remain responsible for ensuring that they possess any rights necessary to submit User Content through the Services.

6.4 LICENCE GRANTED TO THE COMPANY

By submitting User Content through the Services, you grant the Company a limited, non-exclusive, worldwide, royalty-free licence to:

- Store User Content;
- Host User Content;
- Process User Content;
- Display User Content to the relevant User;
- Back up User Content;
- Transmit User Content;
- Analyse User Content where necessary to provide Services;
- Use User Content to operate and maintain the Platform.

This licence exists solely for purposes reasonably necessary to provide, secure, maintain, improve, and support the Services.

The licence terminates when the relevant User Content is deleted or otherwise removed, subject to retention obligations, backup processes, legal requirements, and applicable provisions of these Terms.

6.5 USER RESPONSIBILITY FOR CONTENT

Users remain solely responsible for:

- User Content submitted by them;
- The accuracy of User Content;
- The legality of User Content;
- The consequences of submitting User Content.

The Company does not assume responsibility for User Content and does not routinely review all content submitted through the Services.

6.6 CONFIDENTIALITY OF PERSONAL DEVELOPMENT CONTENT

The Company recognises that User Content may contain:

- Personal reflections;
- Personal goals;
- Coaching information;
- Life experiences;
- Personal development information;
- Sensitive personal information voluntarily disclosed by Users.

The Company shall seek to implement reasonable safeguards designed to protect such information in accordance with applicable legal requirements.

6.7 AI PROMPTS AND AI-GENERATED CONTENT

Users may voluntarily submit information to AI-enabled features.

The Company may process:

- User prompts;
- User inputs;
- AI-generated responses;
- AI interaction histories;

for purposes including:

- Service delivery;
- Platform functionality;
- Security;
- Quality assurance;
- Platform improvement.

AI-generated outputs remain subject to the limitations described elsewhere in these Terms.

6.8 ANONYMISED AND DE-IDENTIFIED INFORMATION

The Company may create anonymised, aggregated, statistical, or de-identified information derived from User Content.

Provided that such information no longer reasonably identifies a User, the Company may use such information for:

- Product improvement;
- Research;
- Analytics;
- Service optimisation;
- Performance measurement;
- Business intelligence.

Such information shall not be used to identify individual Users.

6.9 CONTENT MODERATION

The Company reserves the right, but not the obligation, to review, remove, restrict, or disable access to User Content where the Company reasonably believes that such content:

- Violates these Terms;
- Violates applicable law;
- Creates legal risk;
- Creates security risk;
- Infringes the rights of others;
- Interferes with platform operations.

The Company may take such action without prior notice where reasonably necessary.

6.10 BACKUPS AND DATA RECOVERY

The Company may maintain backup systems designed to support:

- Service continuity;
- Disaster recovery;
- Information security;
- Business continuity.

Users acknowledge that deleted content may temporarily remain within backup systems before being permanently removed in accordance with applicable retention schedules.

6.11 NO GUARANTEE OF PERMANENT STORAGE

While the Company seeks to maintain reliable systems, the Company does not guarantee:

- Permanent storage of User Content;
- Unlimited retention of User Content;
- Recovery of deleted content;
- Availability of historical content indefinitely.

Users are encouraged to maintain their own copies of important information.

6.12 USER REQUESTS FOR DELETION

Users may request deletion of User Content where permitted by law and platform functionality.

Deletion requests may be subject to:

- Legal obligations;
- Retention requirements;
- Security requirements;
- Contractual obligations;
- Operational limitations.

The Company shall assess such requests in accordance with its Privacy Policy and applicable law.

6.13 FEEDBACK AND SUGGESTIONS

Where Users provide:

- Suggestions;
- Recommendations;
- Feature requests;
- Product feedback;
- Improvement ideas;

the Company may utilise such feedback without restriction or compensation unless otherwise agreed in writing.

The User acknowledges that the Company may independently develop similar ideas, features, products, or functionality.

6.14 PLATFORM DATA

The Company may generate operational data relating to:

- Platform usage;
- System performance;
- Analytics;
- Service effectiveness;
- Security monitoring.

Such operational data forms part of the Company's business records and may be utilised for legitimate business purposes.

6.15 SURVIVAL

The rights and obligations contained in this section shall survive the suspension or termination of an Account to the extent reasonably necessary to:

- Fulfil legal obligations;
- Enforce these Terms;
- Maintain records;
- Protect rights and interests;
- Resolve disputes;
- Support legitimate business operations.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership of Intellectual Property

The Services and all associated intellectual property are owned by, licensed to, or otherwise controlled by VAYU Coaching Technologies (Pty) Ltd ("the Company").

Except for User Content expressly governed by Section 6 of these Terms, all rights, title, and interest in the Services remain vested in the Company and its licensors.

Nothing in these Terms transfers ownership of any intellectual property to a User.

7.2 Protected Intellectual Property

The Company's intellectual property may include:

- The VAYU brand;
- Trade marks;
- Logos;
- Service marks;
- Coaching methodologies;
- Coaching frameworks;
- Assessment systems;
- Educational content;
- Training materials;
- Workbooks;
- Templates;
- Videos;
- Audio content;
- Written content;
- AI prompts;
- AI workflows;
- Software;
- Mobile applications;
- Platform functionality;
- Databases;
- Source code;
- User interfaces;
- Graphics;
- Visual designs;
- Business processes;
- Proprietary know-how.

Whether registered or unregistered.

7.3 Limited Licence to Users

Subject to these Terms, the Company grants Users a limited, non-exclusive, non-transferable, revocable licence to access and use the Services for their intended personal or authorised business purposes.

This licence does not grant ownership rights in any intellectual property.

All rights not expressly granted remain reserved by the Company.

7.4 Restrictions on Use

Unless expressly authorised in writing, Users shall not:

- Copy content;
 - Reproduce content;
 - Republish content;
 - Distribute content;
 - Commercialise content;
 - Sell content;
 - License content;
 - Modify content;
 - Create derivative works;
 - Reverse engineer software;
 - Remove proprietary notices;
 - Use Company intellectual property for competing products or services.
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7.5 Coaching Materials

The Company may provide:

- Coaching frameworks;
- Worksheets;
- Exercises;
- Assessments;
- Templates;
- Training resources;
- Educational materials.

Such materials remain the intellectual property of the Company unless expressly stated otherwise.

Users may utilise such materials for their personal use but may not reproduce, distribute, commercialise, or repurpose them without written permission.

7.6 AI-RELATED INTELLECTUAL PROPERTY

The Company may develop:

- AI coaching systems;
- AI prompts;
- AI workflows;
- AI training structures;
- AI-generated educational content;
- AI-powered platform functionality.

To the extent permitted by law, such systems, structures, workflows, prompts, and related intellectual property remain the property of the Company.

Nothing in these Terms grants Users rights to reproduce or commercialise proprietary AI methodologies or platform functionality.

7.7 Trade Marks and Branding

The Company's names, brands, logos, slogans, trade marks, and related branding elements are protected intellectual property.

Users shall not:

- Use Company branding without permission;
- Imply endorsement;
- Represent affiliation where none exists;
- Register confusingly similar names, brands, domains, or identifiers.

The Company reserves all rights relating to its branding and trade marks.

7.8 User Feedback

Where Users provide:

- Suggestions;
- Recommendations;
- Ideas;
- Enhancement requests;
- Product feedback;

the Company may utilise such feedback without restriction and without any obligation to provide compensation.

The User acknowledges that feedback may contribute to future products, services, features, or functionality.

7.9 Third-Party Intellectual Property

Certain elements of the Services may contain intellectual property owned by third parties.

Such intellectual property remains the property of the relevant owner and may be subject to separate terms, licences, or restrictions.

Nothing in these Terms transfers ownership of third-party intellectual property to Users.

7.10 Copyright Complaints

The Company respects the intellectual property rights of others.

Any person who believes that content available through the Services infringes their intellectual property rights may submit a written notice containing:

- Identification of the allegedly infringed work;
- Identification of the allegedly infringing material;
- Contact information;
- Supporting evidence of ownership or authority.

The Company reserves the right to investigate such claims and take appropriate action where necessary.

7.11 Reservation of Rights

The Company expressly reserves all intellectual property rights not expressly granted under these Terms.

No licence, right, or interest shall be implied by estoppel, waiver, conduct, or otherwise except as expressly set out in these Terms.

7.12 Survival

The provisions contained in this section shall survive the suspension, expiration, or termination of these Terms and shall continue to apply for so long as the relevant intellectual property rights remain in existence.

8. SUBSCRIPTIONS, FEES, PAYMENTS AND REFUNDS

8.1 Paid and Free Services

The Company may offer:

- Free Services;
- Paid Services;
- Subscription Services;
- Coaching Services;
- Digital Products;
- Promotional Offers;
- Trial Access;
- Enterprise Services.

The availability of Services may vary by region, platform, pricing plan, promotion, or business requirements.

The Company reserves the right to modify available plans and offerings from time to time.

8.2 Subscription Plans

Certain Services may be made available through recurring subscription arrangements.

Subscriptions may include:

- Monthly subscriptions;
- Annual subscriptions;
- Promotional subscriptions;
- Premium feature subscriptions;
- Coaching memberships;
- Future subscription models introduced by the Company.

Subscription features may vary depending on the selected plan.

8.3 Fees

Users agree to pay all applicable fees associated with the Services selected by them.

Fees may include:

- Subscription fees;
- Coaching fees;
- Programme fees;
- Workshop fees;
- Digital product fees;
- Enterprise service fees;
- Other charges disclosed at the time of purchase.

All fees shall be displayed prior to purchase where reasonably practicable.

8.4 Payment Methods

Payments may be processed through approved payment service providers.

The Company may utilise providers including:

- PayFast;
- Banking partners;
- Payment gateways;
- Future approved payment processors.

Users agree to provide accurate and current payment information.

The Company does not assume responsibility for errors caused by payment providers or financial institutions.

8.5 Billing Authorisation

By purchasing a subscription or paid Service, you authorise the Company and its payment service providers to:

- Charge applicable fees;
- Process recurring payments where applicable;
- Collect outstanding amounts;
- Process taxes where applicable.

Such authorisation shall remain in effect until the subscription is cancelled or terminated.

8.6 Recurring Billing

Where a subscription includes recurring billing:

- Charges shall recur at the selected billing interval;
- Billing may occur automatically;
- The applicable payment method shall be charged automatically.

Users are responsible for ensuring that valid payment methods remain available.

8.7 Failed Payments

Where payment cannot be processed, the Company may:

- Retry payment processing;
- Suspend access to paid features;
- Restrict account functionality;
- Terminate subscriptions;
- Recover outstanding amounts through lawful means.

The Company reserves the right to charge reasonable administrative costs associated with failed payment recovery where permitted by law.

8.8 Price Changes

The Company reserves the right to modify pricing from time to time.

Where reasonably practicable, advance notice may be provided before material pricing changes take effect.

Price changes shall not normally affect fees already paid for a current subscription period.

8.9 Taxes

Unless expressly stated otherwise:

- Fees may be exclusive of applicable taxes;
- Users remain responsible for taxes applicable to their purchases;
- The Company may collect and remit taxes where required by law.

Tax treatment may vary depending on jurisdiction and service type.

8.10 Cancellation of Subscriptions

Users may cancel subscriptions at any time through:

- Account settings;
- Customer support channels;
- Other cancellation mechanisms made available by the Company.

Cancellation shall generally prevent future renewal charges but shall not automatically result in refunds for amounts already paid.

Access to paid Services may continue until the end of the applicable billing period.

8.11 Cooling-Off Rights

Where applicable consumer protection laws provide cooling-off rights, the Company shall honour such rights in accordance with applicable legal requirements.

The availability of cooling-off rights may depend on:

- The type of Service purchased;
- The extent to which Services have already been delivered;
- Applicable legal requirements.

Nothing in these Terms limits rights that cannot lawfully be excluded.

8.12 Refund Policy

Except where required by law or expressly stated otherwise:

- Fees are generally non-refundable;
- Partially used subscriptions are generally non-refundable;
- Coaching sessions already delivered are generally non-refundable;
- Digital products already accessed may be non-refundable.

The Company may, in its sole discretion, provide refunds, credits, or goodwill adjustments where circumstances justify such action.

Any such decision shall not create an obligation to provide similar refunds in future situations.

8.13 Coaching Services Refunds

Coaching Services often involve:

- Time allocation;
- Scheduling commitments;
- Preparation activities;
- Resource commitments.

Accordingly, cancellations of booked coaching sessions may be subject to specific cancellation and refund policies communicated at the time of booking.

The Company reserves the right to apply reasonable cancellation charges where appropriate.

8.14 Promotional Offers and Discounts

Promotional pricing, discounts, trials, coupons, and special offers:

- May be subject to additional conditions;
- May be withdrawn at any time;
- May have limited availability;
- May not be combined unless expressly permitted.

The Company reserves the right to determine eligibility for promotional offers.

8.15 Chargebacks and Payment Disputes

Users agree to first contact the Company regarding billing concerns before initiating chargebacks or payment disputes where reasonably practicable.

The Company reserves the right to:

- Investigate disputes;
- Suspend access during investigations;
- Recover improperly reversed amounts;
- Restrict future purchases where abuse is identified.

Nothing in this section limits a User's legal rights.

8.16 Suspension for Non-Payment

The Company may suspend access to paid Services where payment obligations remain outstanding.

During suspension:

- Access to certain features may be restricted;
- User Content may remain stored subject to retention policies;
- Outstanding fees may remain payable.

Reinstatement may be subject to settlement of outstanding amounts.

8.17 Future Payment Models

The Company may introduce additional payment structures including:

- Usage-based billing;
- Credit systems;
- Enterprise licensing;
- Team subscriptions;
- Marketplace transactions;
- AI usage fees;
- Premium feature charges.

Such models may be governed by supplementary terms where applicable.

8.18 No Waiver

Failure by the Company to immediately enforce payment rights shall not constitute a waiver of those rights.

The Company reserves the right to recover amounts lawfully due at any time within applicable legal limitation periods.

8.19 Survival

Payment obligations incurred prior to cancellation, suspension, expiration, or termination shall survive the termination of these Terms until satisfied in full.

9. COACHING SERVICES DISCLAIMER AND AI SERVICES DISCLAIMER

9.1 Purpose

The Services provided by VAYU Coaching Technologies (Pty) Ltd ("the Company") are intended to support personal development, self-improvement, accountability, education, productivity, leadership development, and goal achievement.

This section explains the nature and limitations of the Services and establishes important disclosures relating to Coaching Services and AI-enabled functionality.

9.2 PERSONAL RESPONSIBILITY

Users acknowledge and agree that:

- Personal growth is an individual process;
- Results vary from person to person;
- Outcomes depend upon numerous factors;
- The Company cannot control individual actions, decisions, circumstances, or commitment levels;
- Users remain solely responsible for their own decisions, actions, and outcomes.

The Company provides tools, guidance, education, coaching, and technology designed to support personal development but does not make decisions on behalf of Users.

9.3 NO GUARANTEE OF RESULTS

The Company does not guarantee:

- Personal transformation;
- Achievement of goals;
- Business success;
- Career advancement;
- Financial outcomes;
- Relationship outcomes;
- Health outcomes;
- Performance improvements;
- Specific coaching results.

Examples, testimonials, case studies, success stories, and educational materials are provided for illustrative purposes and do not guarantee similar outcomes.

Individual results may vary significantly.

9.4 COACHING IS NOT THERAPY

Coaching Services are not:

- Psychotherapy;
- Psychological treatment;
- Psychiatric treatment;
- Counselling;
- Mental health treatment;
- Clinical intervention.

The Company does not represent that Coaching Services are a substitute for professional mental health services.

Users experiencing mental health concerns should seek assistance from appropriately qualified healthcare professionals.

9.5 NO MEDICAL ADVICE

The Services do not constitute:

- Medical advice;
- Medical diagnosis;
- Medical treatment;
- Healthcare services;
- Clinical recommendations.

Users should consult appropriately qualified healthcare professionals regarding medical concerns.

The Company does not assume responsibility for medical decisions made by Users.

9.6 NO PSYCHOLOGICAL OR PSYCHIATRIC ADVICE

The Services do not provide:

- Psychological diagnoses;
- Psychiatric assessments;
- Clinical treatment plans;
- Mental health interventions.

Nothing contained within the Services should be interpreted as professional psychological or psychiatric advice.

9.7 NO LEGAL ADVICE

The Services do not constitute legal advice.

Users should obtain advice from appropriately qualified legal professionals regarding legal matters.

The Company does not assume responsibility for legal decisions made based on information obtained through the Services.

9.8 NO FINANCIAL ADVICE

The Services do not constitute:

- Financial advice;
- Investment advice;
- Tax advice;
- Wealth management services;
- Financial planning services.

Users should seek advice from appropriately qualified financial professionals before making financial decisions.

9.9 NO EMERGENCY OR CRISIS SERVICES

The Services are not intended for:

- Emergency situations;
- Crisis intervention;
- Suicide prevention services;
- Emergency mental health support;
- Emergency medical support;
- Emergency response services.

Users requiring emergency assistance should contact appropriate emergency services or qualified emergency support providers immediately.

The Company does not monitor the Services on a real-time emergency response basis.

9.10 AI SERVICES DISCLOSURE

The Services may utilise artificial intelligence technologies to provide certain features and functionality.

Users acknowledge that AI systems:

- May generate inaccurate information;
- May generate incomplete information;
- May generate outdated information;
- May misunderstand context;
- May produce unexpected outputs;
- May contain errors.

AI-generated content should be treated as informational and educational in nature unless expressly stated otherwise.

9.11 AI IS NOT A HUMAN COACH

AI-enabled functionality is designed to support and enhance the user experience.

AI systems do not possess:

- Human judgment;
- Human intuition;
- Human empathy;
- Human professional qualifications;
- Human discretion.

AI functionality should not be interpreted as replacing professional human advice, coaching, or expertise.

9.12 NO RELIANCE ON AI FOR HIGH-RISK DECISIONS

Users agree not to rely exclusively on AI-generated outputs when making:

- Medical decisions;
- Mental health decisions;
- Legal decisions;
- Financial decisions;
- Safety-related decisions;
- Other significant life decisions.

Independent verification and professional advice should be obtained where appropriate.

9.13 USER DISCLOSURES TO AI SYSTEMS

Users are responsible for determining what information they choose to disclose through AI-enabled features.

The Company encourages Users to exercise caution when submitting:

- Highly sensitive information;
- Confidential information;
- Information relating to third parties;
- Information that may create privacy risks.

Users remain responsible for information voluntarily submitted through the Services.

9.14 EDUCATIONAL CONTENT DISCLAIMER

Educational content made available through the Services is provided for informational and educational purposes only.

Such content should not be interpreted as:

- Professional advice;
- Guarantees of outcomes;
- Personal recommendations;
- Individual treatment plans.

Users should apply independent judgment when considering educational materials.

9.15 TESTIMONIALS AND SUCCESS STORIES

Testimonials, endorsements, reviews, and success stories may appear throughout the Services.

Users acknowledge that:

- Testimonials reflect individual experiences;
- Outcomes vary;
- Testimonials do not guarantee future results;
- Individual circumstances differ.

Testimonials should not be interpreted as promises or guarantees.

9.16 ASSUMPTION OF RISK

Users acknowledge that personal development, goal achievement, business growth, leadership development, and behavioural change involve inherent uncertainty.

By using the Services, Users voluntarily assume responsibility for decisions and actions taken based upon information, coaching, educational materials, AI-generated outputs, or other resources provided through the Services.

9.17 LIMITATION OF PROFESSIONAL RELATIONSHIPS

Use of the Services does not create:

- A doctor-patient relationship;
- A psychologist-patient relationship;
- A psychiatrist-patient relationship;
- An attorney-client relationship;
- A financial advisor-client relationship;
- Any other regulated professional relationship.

Unless expressly agreed in writing under a separate agreement.

9.18 USER ACKNOWLEDGEMENT

By using the Services, the User acknowledges and agrees that:

- The Services are intended to support personal development and education;
- Results cannot be guaranteed;
- Coaching is not therapy;
- AI is not a substitute for qualified professional advice;
- The User remains responsible for their own decisions and actions;
- The Company does not assume responsibility for decisions made by Users based upon information provided through the Services.

This acknowledgement forms a material part of the agreement between the User and the Company.

10. THIRD-PARTY SERVICES, INTEGRATIONS AND EXTERNAL LINKS

10.1 Purpose

The Services may incorporate, interact with, rely upon, or provide access to third-party services, technologies, platforms, websites, applications, and service providers.

This section governs the use of such third-party services and explains the Company's relationship with them.

10.2 THIRD-PARTY SERVICES

The Company may utilise third-party providers to support the delivery of the Services.

Such providers may include:

- Payment processors;
- Cloud infrastructure providers;
- Artificial intelligence providers;
- Authentication providers;
- Analytics providers;
- Communication providers;
- Customer relationship management providers;
- Accounting and financial service providers;
- Hosting providers;
- Productivity platforms.

The Company reserves the right to add, remove, replace, or modify service providers from time to time.

10.3 CURRENT SERVICE PROVIDERS

The Company may currently utilise providers including:

- PayFast;
- Google Workspace;
- HubSpot;
- OpenAI;
- Anthropic Claude;
- Banking partners;
- Domain and hosting providers;
- Other approved service providers.

The use of specific providers may change over time.

Reference to any provider does not constitute an endorsement, partnership, joint venture, or agency relationship unless expressly stated otherwise.

10.4 THIRD-PARTY TERMS

Certain features may require interaction with third-party services.

Users acknowledge that such services may be governed by:

- Separate terms and conditions;
- Separate privacy policies;
- Separate acceptable use requirements;
- Separate contractual obligations.

Users remain responsible for complying with applicable third-party terms.

10.5 EXTERNAL LINKS

The Services may contain links to:

- External websites;
- Third-party resources;
- Educational content;
- Articles;
- Social media platforms;
- Partner websites.

Such links are provided for convenience and informational purposes only.

The Company does not control and is not responsible for the content, policies, practices, or availability of third-party websites.

10.6 NO RESPONSIBILITY FOR THIRD-PARTY CONTENT

The Company does not guarantee:

- The accuracy of third-party content;
- The reliability of third-party content;
- The legality of third-party content;
- The suitability of third-party content for any purpose.

Users access third-party content at their own risk.

10.7 THIRD-PARTY FAILURES

The availability and functionality of certain Services may depend upon third-party providers.

The Company shall not be liable for interruptions, delays, failures, errors, outages, or losses arising from:

- Third-party service disruptions;
- Provider outages;
- Internet failures;
- Infrastructure failures;
- Payment provider failures;
- Authentication provider failures;
- AI provider failures;
- External technology failures.

The Company shall use reasonable efforts to mitigate the impact of such events where practicable.

10.8 PAYMENT SERVICE PROVIDERS

Payments may be processed by independent third-party payment processors.

The Company does not directly control:

- Banking systems;
- Card processing systems;
- Payment networks;
- Payment processor infrastructure.

Users acknowledge that payment transactions may be subject to the terms and conditions of the relevant payment provider.

10.9 AI SERVICE PROVIDERS

Certain AI-enabled functionality may rely upon third-party artificial intelligence providers.

The Company may utilise:

- OpenAI;
- Anthropic;
- Other approved AI providers.

The Company does not guarantee:

- Continuous AI availability;
- Specific AI outputs;
- Accuracy of AI-generated content;
- Availability of specific AI models.

AI providers may modify, replace, discontinue, or restrict services at their own discretion.

10.10 AUTHENTICATION PROVIDERS

Where social login or third-party authentication services are offered, Users acknowledge that access may depend upon the continued availability of those providers.

Authentication providers may include:

- Google;
- Apple;
- Microsoft;
- Other approved providers.

The Company shall not be responsible for authentication failures caused by third-party providers.

10.11 DATA SHARING WITH THIRD PARTIES

Certain information may be shared with approved service providers where reasonably necessary to:

- Deliver Services;
- Process payments;
- Provide AI functionality;
- Authenticate users;
- Maintain security;
- Provide customer support;
- Meet legal obligations.

Such processing shall be governed by the Privacy Policy and applicable legal requirements.

10.12 CHANGES TO THIRD-PARTY PROVIDERS

The Company reserves the right to:

- Change providers;
- Introduce new providers;
- Remove providers;
- Replace providers.

Such changes may occur without prior notice where reasonably necessary for operational, legal, commercial, or security reasons.

10.13 NO ENDORSEMENT

Reference to any third-party service, product, website, organisation, or provider does not constitute:

- Endorsement;
- Recommendation;
- Certification;
- Guarantee;
- Approval;

unless expressly stated by the Company.

10.14 USER ASSUMPTION OF RISK

Users acknowledge that use of third-party services may involve risks including:

- Service interruptions;
- Security incidents;
- Data processing by third parties;
- Changes to third-party services;
- Changes to third-party terms.

Users assume responsibility for evaluating whether third-party services meet their requirements.

10.15 LIMITATION OF LIABILITY RELATING TO THIRD PARTIES

To the maximum extent permitted by law, the Company shall not be liable for losses arising from:

- Third-party acts or omissions;
- Third-party service failures;
- Third-party content;
- Third-party websites;
- Third-party software;
- Third-party infrastructure.

Nothing in this section excludes liability that cannot lawfully be excluded.

10.16 SURVIVAL

The provisions contained in this section shall survive the suspension, expiration, or termination of these Terms where reasonably necessary to protect the rights and interests of the Company and its users.

11. PRIVACY, DATA PROTECTION AND COMMUNICATIONS

11.1 Commitment to Privacy

VAYU Coaching Technologies (Pty) Ltd ("the Company") recognises the importance of protecting personal information and is committed to processing personal information in accordance with:

- The Protection of Personal Information Act, 2013 ("POPIA");
- Applicable privacy laws;
- The Company's Privacy Policy;
- The Company's POPIA Compliance Framework;
- Other applicable legal requirements.

The Company seeks to process personal information lawfully, fairly, responsibly, and transparently.

11.2 Privacy Policy

The Company's Privacy Policy forms an important part of the relationship between the User and the Company.

The Privacy Policy explains:

- What information is collected;
- How information is used;
- How information is protected;
- How information may be shared;
- International data transfers;
- User rights;
- Data retention practices.

By using the Services, Users acknowledge that they have had an opportunity to review the Privacy Policy.

Where a conflict exists between these Terms and the Privacy Policy, these Terms shall govern the contractual relationship while the Privacy Policy shall govern privacy-related processing activities, except where applicable law requires otherwise.

11.3 Collection of Personal Information

The Company may collect personal information reasonably necessary to:

- Provide Services;
- Deliver coaching programmes;
- Manage Accounts;
- Process subscriptions;
- Process payments;
- Operate AI-enabled functionality;
- Maintain platform security;
- Improve Services;
- Meet legal obligations.

The categories of information collected are described in the Privacy Policy.

11.4 User Acknowledgement of Processing

By using the Services, Users acknowledge that the Company may process information relating to:

- Account administration;
- Service delivery;
- Coaching activities;
- User-generated content;
- AI interactions;
- Payment processing;
- Customer support;
- Security monitoring;
- Legal compliance.

Such processing shall be conducted in accordance with applicable law and the Privacy Policy.

11.5 Special Personal Information

Users acknowledge that they may voluntarily disclose highly personal information through:

- Coaching sessions;
- Journals;
- Reflections;
- Assessments;
- AI interactions;
- Support communications.

The Company shall seek to implement reasonable safeguards designed to protect such information.

Users remain responsible for determining what information they choose to disclose through the Services.

11.6 AI-Related Information Processing

Where AI-enabled functionality is utilised, the Company may process:

- User prompts;
- User inputs;
- AI-generated responses;
- AI interaction records;
- Related metadata.

Such processing may involve approved third-party AI providers as described in the Privacy Policy.

The Company shall seek to minimise unnecessary processing of personal information through AI-enabled services.

11.7 International Processing

Certain information may be stored, processed, transmitted, or accessed outside South Africa.

Users acknowledge that approved service providers may operate infrastructure in multiple jurisdictions.

The Company shall seek to implement reasonable safeguards designed to protect personal information during international processing activities.

Further details are contained in the Privacy Policy.

11.8 User Rights

Subject to applicable law, Users may have rights including:

- Access to personal information;
- Correction of personal information;
- Updating of personal information;
- Deletion of personal information where legally permissible;
- Objection to certain processing activities;
- Withdrawal of consent where consent is relied upon.

The exercise of such rights shall be governed by applicable legal requirements and the Company's documented procedures.

11.9 Security Measures

The Company implements reasonable technical and organisational safeguards designed to protect personal information.

Such safeguards may include:

- Access controls;
- Authentication mechanisms;
- Encryption technologies;
- Monitoring controls;
- Vendor oversight;
- Information security procedures.

While reasonable precautions are implemented, no system can be guaranteed to be completely secure.

11.10 Service Communications

By creating an Account or using the Services, Users consent to receiving communications relating to:

- Account administration;
- Security notifications;
- Service updates;
- Subscription management;
- Billing matters;
- Technical notices;
- Legal notices;
- Customer support matters.

Such communications are considered part of the operation of the Services and are generally not optional.

11.11 Marketing Communications

The Company may send marketing communications where permitted by law.

Marketing communications may include:

- Newsletters;
- Educational content;
- Product updates;
- Promotional campaigns;
- Event invitations;
- Service announcements.

Users may opt out of marketing communications through available unsubscribe mechanisms or by contacting the Company.

Withdrawal of marketing consent shall not affect operational or legally required communications.

11.12 Electronic Communications

Users consent to receiving communications electronically.

Electronic communications may include:

- Email communications;
- In-platform notifications;
- SMS communications;
- Mobile application notifications;
- Electronic legal notices;
- Digital documents.

Users agree that electronic communications may satisfy legal requirements that communications be provided in writing.

11.13 Information Officer

Questions relating to privacy, information processing, or data protection may be directed to the Company's Information Officer.

Information Officer

Chris Roos

Founder, Chief Executive Officer, Director and Information Officer

Email:

chris.roos@vayulifecoaching.co.za

Compliance Email:

compliance@vayulifecoaching.co.za

Telephone:

+27 62 732 1090

11.14 Data Breaches and Security Incidents

The Company maintains procedures for managing privacy incidents and security events.

Where required by law, the Company may notify affected individuals, regulators, or authorities regarding security incidents involving personal information.

The Company's obligations relating to such incidents shall be governed by applicable law and the Company's internal compliance procedures.

11.15 Retention of Information

Information may be retained for periods reasonably necessary to:

- Deliver Services;
- Meet legal obligations;
- Resolve disputes;
- Maintain security;
- Protect legitimate business interests.

Retention practices are described in the Privacy Policy and related governance documentation.

11.16 Survival

The provisions contained in this section shall survive the suspension, expiration, or termination of these Terms to the extent reasonably necessary to:

- Fulfil legal obligations;
- Protect rights and interests;
- Maintain records;
- Resolve disputes;
- Support ongoing compliance activities.

12. LIMITATION OF LIABILITY

12.1 Use of Services at User's Own Risk

The Services are provided on an "as available" and "as provided" basis.

To the maximum extent permitted by applicable law, the User assumes responsibility for their use of the Services and any decisions, actions, or outcomes arising from such use.

12.2 No Warranties

To the maximum extent permitted by law, the Company makes no express or implied warranties regarding:

- Continuous availability;
- Uninterrupted operation;
- Error-free operation;
- Specific outcomes;
- Fitness for a particular purpose;
- Compatibility with all devices;
- Accuracy of AI-generated outputs;
- Achievement of coaching goals.

Nothing in this section limits statutory rights that cannot lawfully be excluded.

12.3 Excluded Damages

To the maximum extent permitted by law, the Company shall not be liable for:

- Indirect damages;
 - Consequential damages;
 - Incidental damages;
 - Special damages;
 - Punitive damages;
 - Loss of profits;
 - Loss of revenue;
 - Loss of business opportunities;
 - Loss of goodwill;
 - Loss of data;
 - Emotional distress claims arising solely from dissatisfaction with the Services.
-

12.4 Maximum Liability

To the maximum extent permitted by law, the aggregate liability of the Company arising from or relating to the Services shall not exceed:

The greater of:

- The total fees paid by the User to the Company during the twelve (12) months preceding the event giving rise to the claim; or
- R5,000 (Five Thousand South African Rand).

This limitation shall apply regardless of the legal theory upon which the claim is based.

12.5 Exceptions

Nothing in these Terms shall exclude or limit liability where such exclusion or limitation would be unlawful under applicable legislation, including the Consumer Protection Act or other mandatory legal requirements.

12.6 Third-Party Services

The Company shall not be responsible for losses arising from:

- Third-party providers;
 - Payment processors;
 - Cloud providers;
 - AI providers;
 - Internet service providers;
 - External websites;
 - Third-party software.
-

12.7 Force Majeure

The Company shall not be liable for delays, interruptions, failures, or inability to perform arising from events beyond its reasonable control.

13. INDEMNITY

13.1 User Indemnity

The User agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, contractors, consultants, licensors, and service providers from and against any claims, losses, liabilities, damages, costs, and expenses arising from:

- Breach of these Terms;
 - Misuse of the Services;
 - Violation of applicable law;
 - Infringement of third-party rights;
 - User Content submitted by the User;
 - Fraudulent or unlawful conduct.
-

13.2 Defence of Claims

The Company reserves the right to assume control of the defence and settlement of any matter subject to indemnification.

The User agrees to cooperate reasonably with such defence.

13.3 Survival

The indemnity obligations contained in this section shall survive termination of these Terms.

14. SUSPENSION AND TERMINATION

14.1 Suspension Rights

The Company may suspend access to the Services where reasonably necessary, including where:

- These Terms are breached;
 - Payment obligations are outstanding;
 - Security concerns arise;
 - Fraud is suspected;
 - Unlawful conduct is suspected;
 - Regulatory obligations require action.
-

14.2 Termination by Users

Users may terminate their use of the Services at any time, subject to:

- Outstanding fees;
 - Active contractual commitments;
 - Applicable cancellation terms.
-

14.3 Termination by the Company

The Company may terminate access where:

- Material breaches occur;
 - Fraudulent conduct is identified;
 - Security risks exist;
 - Continued access creates unreasonable risk.
-

14.4 Effect of Termination

Following termination:

- Access rights may cease immediately;
 - Certain information may remain subject to retention obligations;
 - Outstanding fees remain payable;
 - Surviving provisions remain enforceable.
-

14.5 No Compensation

Except where required by law, termination shall not create an obligation on the Company to provide compensation for loss of access to the Services.

15. GOVERNING LAW AND JURISDICTION

15.1 Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

15.2 Jurisdiction

Subject to applicable law and the dispute resolution provisions contained in these Terms, the parties consent to the jurisdiction of the courts of South Africa.

15.3 Consumer Rights

Nothing contained in these Terms limits rights granted to consumers under applicable South African legislation.

16. DISPUTE RESOLUTION

16.1 Good Faith Resolution

Before commencing formal legal proceedings, the parties shall seek to resolve disputes through good-faith discussions.

16.2 Notice of Dispute

A party raising a dispute shall provide written notice containing:

- Details of the dispute;
 - Relevant facts;
 - The relief sought.
-

16.3 Negotiation Period

The parties shall attempt to resolve disputes through negotiation for a period of thirty (30) days following written notice.

16.4 Mediation

Where a dispute cannot be resolved through negotiation, the parties may agree to attempt mediation before commencing litigation.

16.5 Urgent Relief

Nothing in these Terms prevents either party from seeking urgent legal relief where necessary to protect rights, confidential information, intellectual property, or security interests.

16.6 Continued Performance

Where reasonably possible, the parties shall continue performing their obligations while a dispute is being addressed.

17. GENERAL LEGAL PROVISIONS

17.1 Entire Agreement

These Terms, together with any documents incorporated by reference, constitute the entire agreement between the parties relating to the Services.

17.2 Severability

If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.3 No Waiver

Failure to enforce any provision shall not constitute a waiver of that provision or any other right.

17.4 Assignment

The Company may assign or transfer its rights and obligations under these Terms.

Users may not assign rights or obligations without prior written consent.

17.5 Relationship of Parties

Nothing in these Terms creates:

- A partnership;
- A joint venture;
- An agency relationship;
- An employment relationship.

17.6 Electronic Records

Electronic records, communications, and transactions shall be admissible and enforceable to the extent permitted by applicable law.

17.7 Survival

Any provisions which by their nature should survive termination shall remain in effect following termination, including:

- Intellectual Property;
 - Confidentiality;
 - Payment obligations;
 - Indemnities;
 - Limitation of Liability;
 - Dispute Resolution;
 - Privacy obligations.
-

17.8 Language

These Terms are drafted in English. Any translations are provided for convenience only. The English version shall prevail in the event of inconsistency.

18. CONTACT INFORMATION

VAYU Coaching Technologies (Pty) Ltd

Registration Number:

2026/430224/07

Trading Names:

- VAYU
- VAYU Life Coaching

Physical Address:

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Effective Date

01 June 2026

Version

1.0