

Vitalenty Terms & Conditions

Effective Date: 19 July 2025

Applicable in: South Africa, Australia, United States, United Arab Emirates

1. Acceptance of Terms

By using the Vitalenty platform ("Services"), you agree to these Terms and Conditions, the Privacy Policy, and any country-specific clauses relevant to your jurisdiction. If you disagree, do not use the Services.

2. Eligibility

You must be 18+ years old or the age of legal majority in your jurisdiction. Use by an organization requires you to have authority to bind them to these Terms.

3. Services Overview

Vitalenty provides cloud-based tools for:

- e-Learning and LMS management
- Video interview analysis
- Psychometric and 360-degree feedback
- Career and leadership development
- Custom content creation

Vitalenty may update or modify Services without prior notice.

4. Accounts & Responsibilities

- Keep login credentials confidential.
- You are responsible for all activities under your account.
- Notify us of unauthorized access immediately.
- We reserve the right to suspend or terminate accounts for misuse.

5. Subscriptions & Payment

- Fees are subscription-based and billed as agreed.
- All prices are in local currency or USD (depending on location).
- All fees are non-refundable unless explicitly stated.
- Local VAT/GST/taxes may apply.

6. License & Usage Restrictions

You receive a non-exclusive, non-transferable, limited license to use the platform. You must not:

- Decompile or reverse engineer the software
- Attempt unauthorized access
- Use for illegal, abusive, or discriminatory purposes

7. User-Generated Content

You retain ownership of any content you upload. By uploading, you grant us a license to host, display, process, and analyze that content for the purpose of delivering services to you.

8. Privacy and GDPR Compliance

Vitalenty is committed to privacy and data protection across all jurisdictions. We comply with:

- GDPR (EU & South Africa POPIA)
- Australia's Privacy Act 1988
- UAE Data Protection Law
- US State Laws (e.g., CCPA)

We use data solely to improve Services, analyze platform use, provide feedback, and offer personalized learning. We never sell user data.

9. Data Residency

Your data is securely hosted in geographically distributed cloud servers, primarily located in:

- Europe (Ireland/Frankfurt)
- UAE (Dubai)
- South Africa
- USA

You may request that your data be hosted in a specific region. We comply with data sovereignty laws.

10. Third-Party Integrations

Vitalenty may integrate with:

- OpenAI
- Zoom or Microsoft Teams
- LinkedIn
- AssessFirst, Psymetrica
- HRIS tools like Darwinbox or BambooHR

These integrations are optional and require explicit authorization.

11. Intellectual Property

All trademarks, content, software code, and branding are the intellectual property of Vitalenty or its licensors. You may not copy, modify, or use it outside the licensed scope.

12. Limitation of Liability

To the fullest extent permitted by law, Vitalenty:

- Disclaims all warranties
- Is not liable for indirect or consequential damages
- Limits direct liability to the amount paid in the last 12 months

Some jurisdictions override this with consumer protection laws.

13. Indemnity

You agree to indemnify and hold harmless Vitalenty from any claim or dispute arising from your:

- Use of the platform
- Breach of these Terms
- Violation of any law

14. Termination

You may terminate your account by written notice. Vitalenty may terminate access for:

- Non-payment
- Breach of Terms
- Legal or compliance issues

Termination does not relieve you of outstanding obligations.

15. Dispute Resolution & Jurisdiction

Disputes will be resolved under the following legal jurisdictions:

| Country | Governing Law | Dispute Resolution Venue |

|-----|-----|-----|

| South Africa | South African Law | Cape Town or Johannesburg |

| Australia | New South Wales Law | Sydney |

| USA | Delaware Law | Delaware |

| UAE | DIFC or ADGM Law | DIFC or ADGM Courts |

Binding arbitration is preferred unless local law restricts it.

16. Updates to These Terms

We reserve the right to update these Terms. Notice of changes will be posted on the website or emailed. Continued use after changes constitutes acceptance.

17. General

- Entire Agreement: Includes Terms, Privacy Policy, and contracts
- Force Majeure: Not liable for events beyond control
- Waiver: Failure to enforce is not a waiver of that right

Contact

Email: legal@vitalenty.co