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# Terms and Conditions

Effective date: 19 June 2026

These Terms and Conditions ("Terms") govern access to and use of the Ordify application, website, and related services (collectively, the "Services") provided by Ordify (PTY) Ltd trading as Ordify ("Ordify", "we", "us", or "our").

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

## 1. Eligibility and Authority

You may use the Services only if:

- You are legally capable of entering into a binding agreement; and
- if you use the Services on behalf of a company or other organization, you have authority to bind that organization to these Terms.

## 2. The Services

Ordify provides software tools intended to support order management, product processing, and related operational workflows.

We may update, improve, modify, suspend, or discontinue any part of the Services at any time, with or without notice, to the extent permitted by law.

## 3. Accounts

You are responsible for:

- ensuring that account information provided to Ordify is accurate and kept up to date;
- maintaining the confidentiality of login credentials;
- all activity that occurs under your account, except to the extent caused by Ordify;
- promptly notifying Ordify if you suspect unauthorized access to your account.

Ordify may disable or restrict access to an account where we reasonably believe this is necessary for security, legal compliance, or enforcement of these Terms.

## 4. Acceptable Use

You agree not to:

- use the Services for any unlawful, fraudulent, or misleading purpose;
- interfere with or disrupt the integrity, security, or performance of the Services;
- attempt to gain unauthorized access to the Services, accounts, systems, or networks;
- copy, reverse engineer, decompile, or create derivative works from the Services except where prohibited by law from restricting that activity;
- use the Services to store or transmit malicious code;
- misuse the Services in a way that could harm Ordify, other users, or third parties.



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## 5. Customer Data

You retain ownership of the data and materials you or your organization submit to the Services ("Customer Data").

You grant Ordify a limited, non-exclusive right to host, use, process, transmit, and display Customer Data only to the extent necessary to:

- provide and maintain the Services;
- secure, support, and troubleshoot the Services;
- comply with legal obligations;
- enforce these Terms.

You are responsible for ensuring that you have all rights and permissions necessary to provide Customer Data to Ordify and to permit Ordify to process it in accordance with these Terms.

Without limiting the above, where Customer Data includes personal information regulated by POPIA, you are responsible for ensuring that:

- you have a lawful basis to collect and disclose that personal information to Ordify;
- any required notices have been given to the relevant data subjects;
- your instructions to Ordify in relation to that information are lawful.

Unless Ordify has expressly agreed otherwise in writing, you must not use the Services to submit:

- special personal information as described in POPIA;
- personal information of children; or
- personal information that requires prior authorisation or special handling under POPIA,

except where you are lawfully permitted to do so and Ordify has agreed to the relevant processing arrangements.

## 6. Privacy

Ordify handles personal information in accordance with the Privacy Policy and Cookie Policy and, where applicable, POPIA.

By using the Services, you acknowledge that Ordify may process limited personal information, currently understood to include email addresses and phone numbers, as described in those policies.

## 7. Intellectual Property

Ordify and its licensors retain all rights, title, and interest in and to the Services, including all related software, designs, branding, content, and intellectual property rights, except for Customer Data.

These Terms do not grant you any ownership rights in the Services. Subject to these Terms, Ordify grants you a limited, non-transferable, non-exclusive right to access and use the Services for your internal business purposes.

## 8. Feedback

If you provide suggestions, comments, or other feedback about the Services, Ordify may use that feedback without restriction or obligation to you.



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## 9. Third-Party Services

The Services may rely on or interoperate with third-party services, infrastructure, or tools. Ordify is not responsible for third-party services that it does not own or control, and your use of those third-party services may be subject to separate terms.

## 10. Service Availability

Ordify will use reasonable efforts to make the Services available but does not guarantee uninterrupted or error-free operation.

Planned maintenance, updates, security responses, third-party failures, and events outside Ordify's control may affect availability.

## 11. Suspension and Termination

Ordify may suspend or terminate access to the Services immediately if:

- you breach these Terms;
- you use the Services in a way that creates data protection or POPIA compliance risk;
- Continued access creates security, legal, or operational risk;
- Ordify is required to do so by law;
- fees remain unpaid, if the Services are provided on a paid basis and applicable agreements allow suspension.

You may stop using the Services at any time.

On termination:

- your right to use the Services ends immediately;
- Ordify may delete or disable access to account data in accordance with its retention practices and applicable law;
- provisions that by their nature should survive termination will continue to apply, including provisions relating to intellectual property, confidentiality, liability limitations, and disputes.

## 12. Disclaimers

To the fullest extent permitted by law, the Services are provided on an "as is" and "as available" basis.

Ordify disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted availability, except to the extent such disclaimers are not permitted by law.

## 13. Limitation of Liability

To the fullest extent permitted by law:

- Ordify will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill, data, or business opportunity;
- Ordify's total aggregate liability arising out of or relating to the Services or these Terms will not exceed the amount paid by you or your organization to Ordify for the Services during the 12 months before the event giving rise to the claim, or if no fees were paid, R 350.00

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law.



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## 14. Indemnity

You agree to indemnify and hold harmless Ordify, its affiliates, officers, employees, and contractors from claims, losses, liabilities, and expenses arising from:

- your misuse of the Services;
- your breach of these Terms;
- Customer Data you submit or cause to be submitted to the Services;
- your violation of any law or third-party right.

This section applies only to the extent permitted by applicable law.

## 15. Confidentiality

If you receive non-public information about Ordify through the Services or related dealings, you agree not to disclose it to any third party except as required by law or with Ordify's prior written consent.

## 16. Changes to These Terms

Ordify may update these Terms from time to time. If we make material changes, we will update the effective date above and may provide additional notice where appropriate. Your continued use of the Services after the updated Terms take effect constitutes acceptance of the updated Terms.

## 17. Governing Law and Disputes

These Terms are governed by the laws of the Republic of South Africa, excluding conflict of laws principles.

Any dispute arising out of or relating to these Terms or the Services will be subject to the exclusive jurisdiction of the courts of South Africa, subject to any mandatory rights or forums provided by applicable law. If you want a more specific forum clause, replace this sentence with the appropriate South African court division before publication.

## 18. General

If any provision of these Terms is unenforceable, the remaining provisions will remain in effect.

Ordify's failure to enforce any provision of these Terms is not a waiver of that provision.

You may not assign or transfer your rights or obligations under these Terms without Ordify's prior written consent. Ordify may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of assets.

These Terms, together with any applicable order form or separate written agreement and the referenced policies, form the entire agreement between you and Ordify regarding the Services.

## 19. Contact Details

Questions about these Terms can be sent to:

Ordify (PTY) Ltd  
Email: [admin@ordify.co.za](mailto:admin@ordify.co.za)  
Address: 26 Ariston Road, Selcourt, Springs, 1559