

In the interests of protecting your rights and ours, you are required to accept our Terms and Conditions of Use as well as our Privacy Policy in order to proceed further.

UpShiftEntrepreneur Terms and Conditions of Use

1. Introduction

- 1.1. The websites “upshiftentrepreneur.com and upshiftentrepreneur.co.za” (“Website”) and the services available on and through the Website (“Services”) are being offered to You by Ad-Impact Management CC and a group of products collectively referred to as UpShiftEntrepreneur (“We”, “Us”, “Our”, “Ourselves”).
- 1.2. These Terms and Conditions of Use (“Terms”) are our terms of service that govern our relationship with browsers, users and other visitors (“You, User”) who visit, interact with or use the Website Contents or Services. Where You represent a third-party such as a business or any other type of third-party, everything that applies to You in our Terms and Privacy Policy, is deemed to refer to and apply to You and such parties as a single collective.
- 1.3. By browsing, accessing or interacting with the Website You acknowledge that You’ve read and agree to these Terms. You also acknowledge that these Terms constitute a binding agreement between You and Ourselves, made for our provision of the Website and the Services to You in exchange for the rights You grant to us in accordance with these Terms.
- 1.4. Please read these Terms carefully before using the Website. **If You do not agree to be bound by these Terms, please do not access or use the Website.**
- 1.5. We may amend the Terms from time to time at our sole discretion. Amendments will be immediately effective on publication on the Website. Your continued use of the Website, constitutes Your acceptance of the amended Terms.

2. User declarations

- 2.1. This section is provided so that there is a clear understanding of our expectations of You when using the Website.
- 2.2. You agree that You will only access and use the Website in accordance with all applicable laws.
- 2.3. You agree that You may not use the Website in a manner that :
 - 2.3.1. is contrary to any law or which may encourage a person to act in a way which is contrary to any law;
 - 2.3.2. endangers the health or safety of any person; or
 - 2.3.3. may result in damage to the Website or any property or equipment of Ours, Our contractors, affiliates or agents
 - 2.3.4. is disruptive to the use of the Website and their contents by Ourselves or any others; or that may restrict, disrupt or inhibit any other User from using or enjoying the Site
 - 2.3.5. may cause interference with any business conducted by Ourselves.
- 2.4. You may not use any high volume, electronic or automated means to access the Website such as robots, spiders or scripts.
- 2.5. You may not frame the Website, place pop-up windows over its pages, or otherwise affect the display of its pages;
- 2.6. You may not use the Website for commercial purposes, financial gain or other gain.
- 2.7. You may not copy, sell, re-sell, display, reproduce, publish, modify, create derivative works from, transfer, distribute or otherwise commercially exploit in any manner the Services or any Content, except as otherwise expressly permitted in these Terms.
- 2.8. You agree to abide by any lawful instruction that we give You in the course of You using the Website.
- 2.9. You may not collect the content of other Users of the Website.
- 2.10. You may not use Our name, logo, trademarks, service marks, or other materials in connection with, or to transmit, any unsolicited communications or emails;
- 2.11. You may not deem Yourself to have any authority to act on behalf of Ourselves.
- 2.12. You may not upload, transmit to, post or otherwise make available through the Website or modules, any content, communications, or other information (“Unauthorized Content”) :
 - 2.3.1. that is obscene, fraudulent, indecent, libelous, abusive, defamatory, discriminatory or threatening to others;
 - 2.3.2. that contains any viruses, trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful components intended to or that may damage, detrimentally interfere with, intercept, or expropriate any system, data, or personal information;
 - 2.3.3. that consists of any high volume, automated, or electronic means to access the Website including, without limitation, robots, spiders or scripts;
 - 2.3.4. that You do not have the right to disclose or make available
- 2.13. We shall not be responsible for damage or other problems caused by any unauthorized changes to



Our Content or Services (including these Terms and Our Privacy Policy), including as such which may arise through hacking or any other fraudulent activities.

- 2.14. We may provide You with the ability to post messages to forums, write reviews, enter chat groups or send similar messages and communications to third party service providers, other Users and Ourselves.
 - 2.3.1. You agree to use communication methods available only to send communications and materials related to the subject matter for which We provided the communication method.
 - 2.3.2. You acknowledge and agree that all communications methods constitute public, and not private, means of communication between You and the other party or parties:
 - 2.3.3. You acknowledge and agree that communications sent to or received from third party service providers or other third parties are not endorsed, sponsored or approved by Ourselves in any manner (unless We expressly state otherwise);
 - 2.3.4. You acknowledge and agree that these services may be monitored or recorded for quality control or other purposes deemed necessary by Ourselves; and
 - 2.3.5. You acknowledge and agree that communications may not be pre- or post- reviewed, screened, archived or otherwise monitored by Ourselves, although We reserve the right to do so at any time at Our sole discretion in accordance with these Terms.
 - 2.3.6. You may not use our communications platforms inappropriately by including content that is defamatory, sexually explicit, uses offensive language or is otherwise of an offensive nature.
 - 2.3.7. You agree that Your communications shall be subject to and governed by these Terms.

3. Intellectual property rights

- 3.1. Before sharing any content or information on the Website, please ensure that You have the right to do so. You must not use or reproduce any material protected by intellectual property right (including software, photographs and videos), if to do so would infringe the intellectual property rights of the owner or any other person with intellectual property rights in the materials.
- 3.2. You are responsible for any and all of the content and information that You post on the Website (User Content). You grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide licence to use the User Content for any lawful purpose. You represent and warrant to us that You own or have the right to use and reproduce (and licence to us) all User Content that You post on the Website.
- 3.3. Unless we notify You otherwise in writing, You're not authorised to use any of Our trade marks.
- 3.4. We do not accept responsibility for material linked to or otherwise accessible through the Website, nor that the links and the content they contained for the purpose of our having provided the links in the first place, will remain in effect.
 - 3.3.1. We do not review independent websites or control their content, but merely provide these links for Your convenience.
 - 3.3.2. These links are not an endorsement of products, services, or information provided by such websites.
 - 3.3.3. The inclusion of these links to other sites does not imply that the owners or operators of these other websites have given permission for inclusion of these links, or that there is any relationship between us and the linked websites.
 - 3.3.4. You acknowledge that You use links on the Websites at Your own risk.
- 3.5. All content and other materials available on the Website (except those whose source has been credited - for example - free images provided by pixabay for commercial use) are owned by or licensed to us and are protected by South African intellectual property rights.
- 3.6. You agree to abide by all copyright notices and other restrictions contained in the Website and in materials accessed through the Website.
- 3.7. We grant You a non-exclusive, non-transferable licence to access and use the Website for personal, educational and non-commercial use as permitted by these Terms.
- 3.8. You may not modify, copy, reproduce, republish, or display any content from the Website, represent it as Your own (including by framing pages from the Website), upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for on the Website or expressly authorised in writing by Ourselves and, where relevant, any of Our third party owners or rights holders.
- 3.9. You agree to notify the Manager (via email manager@upshiftpreneur.com) immediately if You become aware of any other User breaching these Terms and Conditions of Use.

4. Copyright

- 4.1. Our materials, including images and text, are protected by the Copyright Act of South Africa and international copyright laws.
- 4.2. There's no general right for Users of copyright material to make digital copies of copyright material. If You want to load copyright material onto any web pages, permission will be needed from the owner of



the copyright.

- 4.3. We accept that in accessing Our Content :
 - 4.3.1. You may retrieve Our material for information and training only;
 - 4.3.2. You may save or download a single local copy for personal use;
 - 4.3.3. You may print one copy for personal use or to communicate the information to Users We have authorised and You may not charge for such use.
- 4.4. Furthermore :
 - 4.3.1. any commercial exploitation is expressly prohibited;
 - 4.3.2. You must clearly acknowledge the source by including the copyright notice in the copy You make; and
 - 4.3.3. You may not make any modification to the material without Our written permission;
 - 4.3.4. As the Website, Services and UpShiftEntrepreneur Business Blueprint may contain Content that may be found in another third party website, if We have knowingly or unknowingly included anything which constitutes an infringement of copyright (and You are the legal owner of such copyright), You may write to Us and We will take reasonable steps to rectify the situation. You will need to prove beyond reasonable doubt that You are the originator of any such content, that it belongs exclusively to You and that it does not exist in any other material form. Once proof of and liability for any such infringement has been verified and accepted by Us, the “offending” content will be withdrawn and this will constitute the full extent and sum total of Our responsibility and accountability.

5. Disclaimers and limitations of liability

- 5.1. You acknowledge and agree that any access to or use of the Website is at Your own risk.
- 5.2. We do not make any representations or warranties about the availability, functionality or performance of the Website or the Services; or the accuracy, completeness or currency of any of the Content or data accessible through the Websites.
- 5.3. We do not warrant that the Content and Services We provide :
 - 5.3.1. will meet Your requirements or expectations;
 - 5.3.2. will achieve Your intended purposes and
 - 5.3.3. are secure, up-to-date and error-free; or that defects will be corrected
- 5.4. You understand and agree to take full responsibility for Your use of Our Content and Services.
- 5.5. You agree to assume all risk of personal injury, including death or damage to personal property, sustained from use of Our Content and Services.
- 5.6. You understand and accept that We may modify or discontinue some of or all of Our Services and Content at Our sole discretion.
- 5.7. We reserve the right, at any time to amend or withdraw any Content or Services currently being offered, and to vary prices charged and free offers.
- 5.8. To the maximum extent permitted by law, We exclude all conditions and warranties (express or implied) in relation to the Website, Content and Services, including all implied conditions and warranties of merchantability, satisfactory quality, fitness for any particular purpose and non infringement, except for any condition or warranty implied by law, the exclusion of which would contravene any statute or cause any part of this term to be void (non excludable condition). Our liability for a non excludable condition is limited, at our discretion, to refunding the price of the goods or services in respect of which the breach occurred or providing, replacing or repairing those goods or providing those services again. A handling fee to cover admin costs and bank fees, may be deducted, at Our discretion, from refunds.
- 5.9. Under no circumstances will We be liable to You for direct or indirect, consequential or special damages, including loss of revenue or anticipated profits, loss of goodwill, loss of business or loss of data.
- 5.10. Except as stated in these Terms and to the maximum extent permitted by law, We exclude all liability, whether in contract, tort (including negligence) or under statute, arising from or connected with these Terms or the operation or use of the Website or the Services.
 - 5.3.1. Our maximum aggregate liability to You arising from or connected with these Terms or the operation or use of the Website, Content or Services that is not already limited under this section will not exceed R8 (eight South African rands) in the aggregate.
 - 5.3.2. The existence of multiple claims shall not expand or increase the afore-mentioned limitation.
 - 5.3.3. You acknowledge that this clause reflects the agreed upon allocation of risk between Yourself and Ourselves and that We would not enter into these terms of use or make the Content and Services available without these limitations on liability.
 - 5.3.4. Notwithstanding the failure of essential purpose of any limited remedy contained herein, this limitation of liability will apply.
- 5.11. You agree to indemnify, defend and hold harmless Ourselves; Our affiliates, directors, agents,



employees, and assignees from any and all claims, liabilities, expenses and damages, including attorneys' fees and costs, made by any third party relating to or arising out of Your use or attempted use of the Website, Content and Services, including the information You post or otherwise make available on or through Our Website and Services including, without limitation, any claim of infringement of intellectual property or other ownership rights.

- 5.12. We are not responsible for the conduct, actions or information provided by any visitor, browser or User of the Website or any other third party, and You release Us from any liability or claim You may have against such persons.
- 5.13. You indemnify and agree to keep us indemnified from and against all damages, losses and expenses of any kind (including legal costs) incurred by Us in connection with any claim made against Us by a person in connection with Your actions in accessing or using the Websites or the Services or Your User Content.

6. General

- 1.1. The Website is managed by Ad-Impact Management CC, located in the Western Cape, South Africa. You agree that any matter or dispute arising out of or in connection with these Terms or the Website (including any Content posted on the Websites and Services) will be governed by the laws of South Africa. You consent to the exclusive jurisdiction and venue of the courts located in the Western Cape, South Africa, to determine any such dispute.
- 1.2. Nothing in these Terms will prevent us from complying with or adopting any law.
- 1.3. You must comply with all applicable laws when using or accessing the Website.
- 1.4. If We consider that You have breached any of the Terms, and the breach justifies it, We may undertake our own investigations and inform relevant law enforcement agencies.
- 1.5. You agree that any and all legal costs, including damages, will be for Your account.
- 1.6. Without limiting any other term in these Terms, We may at any time in our discretion (and without notice) :
 - 1.6.1. alter or withdraw any functionality on the Website;
 - 1.6.2. withdraw or suspend Your access to all or any part of the Websites, Services or to Your Personal Account;
 - 1.6.3. monitor Your use of the Website;
 - 1.6.4. subject to any applicable laws, treat any User Content as non-confidential and non-proprietary; or
 - 1.6.5. edit or remove any visitor or User Content.

UpShiftEntrepreneur Privacy Policy

1. Background

- 1.1. We are committed to protecting the privacy of Your personal information. This Privacy Policy explains how We collect, use, disclose and otherwise handle personal information. It also tells You how You can ask to access and correct the personal information We hold about you or complain about a suspected privacy breach.
- 1.2. We may amend this Privacy Policy from time to time. Any such amendment will come into effect once it is posted on Our website.
- 1.3. During the course of the provision of services, We collect, use and disclose personal information. Personal information means information or an opinion, whether true or not and whether recorded in a material form or not, about an individual who is either identified or reasonably identifiable.
- 1.4. We will collect personal information from You where this is reasonable and practicable, by lawful and fair means.
- 1.5. Information will be collected from browsers and visitors as well as Users. Users are those who have paid for any of our Services. We may contact You through Our notification, messaging and chat services while You browse the Website. You consent to receive these notifications and messages. We also provide information for You to contact Us with questions or comments. If You use this information to contact Us, You consent to receive notifications, messages or other communications in response to any such contact.
- 1.6. We collect personal information in a number of ways, including :
 - 1.6.1. directly from You in person, over the phone, through written communications (either on paper or electronic) or by You completing forms/surveys/questionnaires and/or answering questions on our website;
 - 1.6.2. from third parties, including direct marketing database providers, government agencies, Our related businesses and Your authorised representatives;
 - 1.6.3. from Our own records of Your use of Our services.



- 1.7. Where We have Your express or implied consent, or where We are otherwise permitted by law, We may use Your personal information to send You information by mail, email, SMS and telephone, about the services We offer, as well as other information.
- 1.8. The Constitution of the Republic of South Africa guarantees the right to privacy. Certain provisions within the Electronic Communications and Transactions Act regulate the electronic collection of personal information (although compliance with these provisions is voluntary) and the Protection of Personal Information Bill safeguards personal information by imposing stringent obligations on persons holding and processing personal information.

2. More About Personal Information

- 2.1. The kind of personal information We ask You for depends on the type of interaction You have with us.
- 2.2. If We need to identify You or verify Your identity, We may collect Your name, gender, date of birth, Identity Document, Passport or Driver's Licence, username, password, security question and answer.
- 2.3. If We need to communicate with You, We may collect your email, physical and/or postal addresses as well as landline and/or cellphone numbers. Standard telephone minute and text charges may apply.
- 2.4. You may receive autodialed or prerecorded calls and text messages from Us at any telephone number that You have provided us with.
- 2.5. If You access our services, we may collect banking and payment details as well as Your Value Added Tax (VAT) number if Your company is registered as a VAT vendor.
- 2.6. To help Us improve our services, We may collect Your responses to questionnaires or surveys and details about how, when and why You access our services.
- 2.7. If You apply to join Our team as a mentor or coach, inter alia, We will collect the information You include involving your application.
- 2.8. If You provide Us with personal information about someone else, We rely on you to inform them that You are (or have) providing their personal information to Us and to advise them that We can be contacted for further information.
- 2.9. We may also need your personal information so that You can access Our modules and the content on the Website; or to facilitate Your communications with others via Our website; and for any other purposes that You have consented to.
- 2.10. We may also require them for purposes required or authorised by or under law;
- 2.11. You can opt out of receiving marketing communications at any time. If you have an online account via our Website, you can update Your communications preferences by :
 - logging into Your account and following the instructions on Our Website;
 - You can email Us;
 - use the unsubscribe facility that We include in any commercial electronic messages (i.e. email or SMS)
 to opt out of receiving those messages.

3. More About Non-Personal Information

- 3.1. When You visit Our website, We use this information to help Us improve Our services and for Our own statistical purposes. Provided it remains anonymous, We may disclose that aggregated information to third parties or publish it for marketing or research purposes.
- 3.2. We may record Your server address, the date, time and duration of Your visit, search terms You used, the pages You viewed, any documents You downloaded and the type of device, browser and operating system You used when you visited Our website.
- 3.3. *We may use cookies* for identification purposes and to personalize Your current visit to the website. If You prefer not to receive them, You can reject them, or notify Your internet web browser to notify You when they are being used. However, rejecting cookies can limit the functionality of Our Website.

4. Who might We disclose Your personal information to?

- 4.1. We may disclose Your personal information to any of the affiliates and businesses that We deal with in the ordinary administration of our business for the purposes set out above, including :
 - 4.1.1. the South African Government if it is required by law;
 - 4.1.2. financial institutions;
 - 4.1.3. Our contracted service providers, including :
 - 4.1.3.1. Mentors, coaches and people who contribute content for our Website;
 - 4.1.3.2. information technology service providers (including cloud services providers);
 - 4.1.3.3. marketing, communications and research agencies;
 - 4.1.3.4. mailing houses, postal, freight and courier service providers;
 - 4.1.3.5. printers and distributors of direct marketing material;
 - 4.1.3.6. financial advisers, auditors, lawyers and any other who assist Us in any way.
- 4.2. In each case, We may disclose personal information to the service provider and the service provider



- may in turn provide Us with personal information collected from You.
- 4.3. You understand and consent that We may at our discretion, without further notice or warning, monitor or record conversations (face-to-face, telephonically or via an electronic form of communication such as skype) that You or anyone acting on Your behalf has with Us or Our agents for quality control and training purposes or for Our own protection.
 - 4.4. We do not guarantee that recordings of any conversations will be made, retained or retrievable.
 - 4.5. We may de-identify and aggregate Your personal information and that of others for Our own statistical purposes. Provided that it is de-identified, We may disclose that aggregated information to third parties or publish it for marketing or research purposes.
 - 4.6. If You apply for a position with us, We may discuss Your application with Your nominated referees.
 - 4.7. If You have an online account via Our Websites, You can access and change Your privacy settings by logging in to Your account and following the instructions on Our website. Depending on the privacy settings that You chose, some of the personal information in Your user profile may be disclosed to Other users.
 - 4.8. If You post comments or otherwise communicate publicly with other users via our Website, any information about Yourself or Your business that You include in the communication may be stored on the website and accessed by Other users. For this reason, We encourage You to use discretion when deciding whether to communicate or post any information that can be used to identify You or which is private and confidential.
 - 4.9. We cannot protect You from the consequences of What You communicate through Our Website and Services to Others.
- 5. Payment security**
- 5.1. We process payments using EFTPOS and online technologies. Transactions processed by financial providers are designed to meet industry security standards to ensure payment details are protected so if You have any cause for concern, please contact the relevant provider as We cannot and will not be held responsible for their actions.
 - 5.2. When You make payment via the means provided, it is Your responsibility to ensure that their compliance with Your security needs, meets with Your approval.
- 6. Website security**
- 6.1. While We strive to protect the personal information and privacy of visitors, browsers and Users of our Website, We cannot guarantee the security of any information that You disclose online and You disclose that information at Your own risk.
 - 6.2. If You are concerned about sending Your information over the internet, You can send it to Us by telephone or email.
 - 6.3. You can also help to protect the privacy of Your personal information by maintaining the confidentiality of Your account (including your password), and by ensuring that You log out of Your account on Our Website when You are finished.
 - 6.4. If You become aware of any security breach, please let Us know immediately.
- 7. Data security**
- 7.1. We hold personal information in a number of ways, including in electronic databases, email contact lists, and in paper files held in secure premises. The steps We take to secure the personal information We hold include login and password protection. We take reasonable steps to :
 - 7.1.1. ensure that the personal information that We collect, use and disclose is accurate, up-to-date, relevant and complete;
 - 7.1.2. protect the personal information that We hold from misuse, interference, loss and from unauthorised access, modification or disclosure.
- 8. Login user IDs and Passwords**
- 8.1. When You purchase our Services, You will need to create a login identification (“User ID”) and a user password (“User Password”) that is unique and entirely different from others You have created for other websites. Alternatively, we may provide You with such details for Your exclusive use.
 - 8.2. This is because should Our Website be hacked or broken into, this is to help to prevent hackers from being able to use the details You supplied Us with to get into any other website You log into.
 - 8.3. You agree that You will never divulge or share access or access information to Your User Account with any third party for any reason.
 - 8.4. To assist with the process of creating unique access for paid for Content and Services, certain digits in Your ID may be required and the remaining digits will be generated by Ourselves.
 - 8.5. You understand and agree that all the information You provide is accurate, up-to-date and complete and that You will maintain and update Your information to keep it this way.



- 8.6. You acknowledge that if any information You provide is untrue, inaccurate, not current or incomplete, We reserve the right to terminate Your access to Content and use of the Services.
- 8.7. You agree to notify us immediately if You become aware of any other User breaching this Privacy Policy.
- 9. How can you access and correct your personal information?**
- 9.1. You can request access to the personal information We hold and request corrections by contacting our support department.
- 9.2. If You have an online account via Our Website, You can access and change some of Your personal information by logging in to Your account and following the instructions on Our Website.
- 10. Complaints and support issues**
- 10.1. Our forums and blogs are provided so that Our users may share information and learning opportunities, network, support as well as “uplift” one another. They are not the place for complaints and support issues.
- 10.2. If any such post contains information and commentary which in Our sole discretion We deem unfit, We reserve the right to remove such information and prevent You from further engagement on Our Website.
- 10.3. If you have a complaint or a support issue, You agree to notify the support team in writing via email.
- 10.4. Please make sure You receive Our acknowledgement of receipt of Your email and We will take whatever necessary steps We can to resolve the issue within 7 working days or within a reasonable time period thereafter, depending on the nature of the concern.

If any provision of these Terms and Conditions of Use or Privacy Policy is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions herein, and shall not affect the validity and enforceability of any remaining provisions.

These Terms and Conditions of Use as well as Our Privacy Policy constitute the entire agreement between You and Ourselves, (namely Ad-Impact Management CC and UpShiftEntrepreneur), relating to the matters set forth herein, and shall not be modified except in writing by Ourselves.

You affirm that You are fully able and competent to enter into these terms, conditions, obligations, representations and warranties and that You have read, understood, acknowledge and accept Our Terms and Conditions of Use and Our Privacy Policy.

Further information

Please contact us if you have any queries.

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