



Lawyered Up powered by Vega
Terms & Conditions,
Terms of Service
& Disclaimer

Registered Business: Lawyered Up (PTY) Ltd
28 St Georges Mall, Cape Town, Western Cape, 8001, South Africa.
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Terms of Use

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This document contains the rules and restrictions that govern your use of our website(s) and the Lawyered Up (pty) Ltd's software as a service, Vega (hereinafter referred to as the "Vega Service" or "Vega Services"). Please contact us at admin@lawyeredup.co.za for further questions or concerns regarding this agreement.

These Terms of Use (the "Terms") are a binding contract between you and Lawyered Up (PTY) Ltd. ("Lawyered Up," "we", the "Company" and "us"). By registering (or being registered by a member of your team) for Lawyered Up powered by Vega Service, you have agreed to be bound by all terms set forth in this document and these terms shall remain in force for the duration of your use of the Lawyered Up powered by Vega Service. These Terms include the provisions in this document, as well as those in the Vega Privacy Policy.

"Software" refers to Vega's software licensing model in which access to the software is provided on a subscription basis. Vega's software is typically accessed through a web browser, with users logging into the system using a username and password. Users do not need to install the software on his/her device.

The Software is the sole property of the Company and includes valuable trade secrets of the Company and/or its partners. The User hereby agrees to treat Software as confidential and will not, without the express written authorization of the Company;

- a. demonstrate, copy, sell or market Software to any third party;
- b. publish or otherwise disclose information relating to performance or quality of the Software to any third party;
- c. modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof.

Vega is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Vega remains with the user. In no event shall Vega be liable for any damage whatsoever arising out of the use of or inability to use Vega, even if Vega has been advised of the possibility of such damages.

Publicity:

You agree that the Company may refer to your company as a Vega customer and use your company name and logo on our website and other marketing materials with the appropriate consent.

The User agrees to provide material, statistics, or information that is not deemed confidential to Vega for use in releases, customer testimonials, and as a reference in marketing and sales initiatives by



Vega. Vega will not use your company name or logo as part of a case study without prior written communication and discussion about how you are using Vega for your project.

Vega reserves and you grant Vega the right to display links to your application or website and the name/logo of your company for marketing purposes and may do so without notice or compensation. If you ever feel that inclusion in the showcase is anything less than beneficial to your organization of your application, please contact us at admin@lawyeredup.co.za and we will acknowledge and respect your wishes to have your application excluded from the exhibits.

Governing Law:

These Terms shall be governed, construed and enforced in accordance with the laws of South Africa. User shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement. Failure of Vega to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so reformed, so as not to affect the validity or enforceability of this Agreement.

Notice:

Any notice required by this Agreement shall be given by email with return receipt requested to the nominated email address or such other address as may be given from time to time under the terms of this notice provision.

Changes

Due to the continuous improvement methodology we practice, changes are inevitable. We may suspend or discontinue any part/feature of the Lawyered Up powered by Vega Service, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Lawyered Up powered by Vega service or amend pricing plans and payment terms at any stage. Efforts will be made to inform you or give notice when we make a material change to the Lawyered Up powered by Vega Service that would adversely affect you, but this isn't always possible. Similarly, we reserve the right to remove any Content from the Lawyered Up powered by Vega Service at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

The Terms may change along with the Vega Service. We reserve the right to change the Terms at any time and if we do, we shall inform you by placing a notice on the Vega website, and/or by sending you an email and/or by any reasonable means. If you choose to reject the Terms before or after changes, you will no longer be able to use the Vega Service. Where you use the Vega Service after the change of Terms, this shall be interpreted as agreement to the new Terms set forth.



Excluding changes by us as described above, no other amendment/modification/change of these Terms will be effective unless in writing and signed by us.

Privacy

We take the privacy of our users very seriously.

We do not knowingly collect or solicit personally identifiable information from children under 18; if you are a child under 18, please do not attempt to use this Service or send any personal information about yourself to us. If we learn we have collected personal information from a child under 18, we will delete that information (and account) as quickly as possible. If you believe that a child under 18 may have provided us personal information, please contact us at admin@lawyeredup.co.za

Usage

By registering and using Lawyered Up powered by Vega, you agree and confirm that you are:

1. of legal age to form a binding contract (or received your parent's or guardian's permission and they have agreed to these Terms or your behalf)
2. an authorized representative on behalf on an organization or entity and are in agreement with these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

If your use of the Lawyered Up powered by Vega Service is prohibited by applicable laws, then you are not authorized to use the Vega Service. We will not be held liable for the actions of a user who uses the Vega Service in a way contrary to the Applicable Law.

You are responsible for maintaining the security of your account and associated data, including but not limited to applications, code, executable and data, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with related data and applications.

Your use of the Lawyered Up powered by Vega service is subject to the fact that you represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Vega service or interact with the Vega service in a manner that:

- A. Infringes or violates the intellectual property rights or any other rights of anyone else (including Vega);
- B. Violates any law or regulation;
- C. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;



- D. Violates the security of any computer network, or cracks any passwords or security encryption codes;
- E. Runs Maillist, Listserv, any form of auto-responder or “spam” on the Vega Service, or any processes that run or are activated while you are not logged into the Vega Service, or that otherwise interfere with the proper working of the Vega Service (including by placing an unreasonable load on the Vega Service infrastructure);
- F. “Crawls,” “scrapes,” or “spiders” any page, data or portion of or relating to the Vega Service or Content (through use of manual or automated means);
- G. Copies or stores any significant portion of the Content and/or share, post or distribute any significant portion of the Content elsewhere;
- H. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Vega Service.
- I. Sell, resell, license, sublicense, distribute, rent or lease any, or include any part of the Vega Service or Purchased Services in a service bureau or outsourcing offering unless a formal agreement is in place with Vega and signed by both parties.
- J. Share your User Credentials (login information or password). Sharing of email and passwords amongst more than one person to gain access to Vega services is strictly prohibited under this agreement.. One bona fide user shall use one email and password to access Vega services. Should more than one user be required to utilize Vega, the corresponding number of CMS users required will be matched to the relevant paid Vega plan (see Vega Pricing) and the project will need to be upgraded to a suitable plan to accommodate the additional users.

Data protection and privacy policy

You give us the right to contact you for product updates and promotions from time to time, you also consent to market to you via social media platforms as well as through remarketing technologies. Vega does collect personal information for the use in automation of our marketing activities through services such as the Google Marketing Platform and associated services as well as Facebook Marketing and their associated remarketing services. You may unsubscribe from any or all activities at any time. We process users' data in Nigeria, South Africa, the United States, and the EU in line with the Nigeria Data Protection Act, the Protection of Personal Information Act and the guidelines provided by GDPR.

Rights

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If there is a dispute between users of the Lawyered Up powered by Vega service, or between users and any third party, you agree that Vega is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Vega, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Lawyered Up powered by Vega service.

Termination of use

You can at any time terminate your usage of the Lawyered Up powered by Vega Service by emailing us to delete your user details. Please refer to our [Privacy Policy](#), our [User Data Processing Agreement](#), as well as these Terms of Use, to understand how we treat the information you provide to us after you have stopped using our Lawyered Up powered by Vega Service.

Vega is also free to terminate (or suspend access to) your use of the Lawyered Up powered by Vega Service for any reason by our discretion, including your breach of these Terms. Vega has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

Disabling Lawyered Up powered by Vega Services Upon Contravention of the Company's Fair Use Policy

Vega reserves the right to contact any user deemed to be in contravention of the [Fair Use Policy](#) to afford them the opportunity to upgrade to a paid Vega plan or make reasonable justifications for why they should be allowed to continue using a free trial plan.

Vega will make every effort to work with our customers to achieve an agreeable outcome for all parties. Users will be given 30 days from the date of notice to act in accordance with Vega's Fair Use Policy, after which Vega reserves the right to disable a user's project

Account usage limitations

Payment plans are designed to help you start small, and scale quickly as your app usage grows. Industry-standard limits for features such as API calls and push notifications apply. Further, our purchased services may be subject to usage and access limitations. If additional levels of usage limits are required, users may contact us for a custom plan. Notwithstanding the above, Vega reserves the right to reduce, limit or throttle the number of users, amount of data, access or throughput in connection with the



purchased services as long as it does not affect the core functionality of the purchased services. Furthermore, limitations imposed by third party services such as Firebase are out of our control and we can and will not be held liable for any loss or damages caused by these limitations.

Standard Firebase rates will apply and will be covered by the end-user account. Vega is not liable for the SLA agreement between Firebase and the end user.

Payment and Renewal

General Terms

Paid services are available on the Vega Service (a “Purchased Service” or “Purchased Services”). By selecting and purchasing these services you agree to pay Vega the monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you purchase the services and will cover the use of that service for a monthly or annual subscription period as indicated.

Automatic Renewal

Unless you notify Vega and/or our payment partner before the end of the applicable subscription period that you want to cancel a purchased service, your purchased service subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Purchased Services (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Purchased Services can be cancelled at any time in the paystack subscription notice you receive in the company admin email of the initial admin or by emailing us. Cancellations will take effect at the end of the billing period in which you request an account closure. If you purchase a monthly subscription you authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as a “Debit.” You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 3 days prior to the payment being collected.

Warranties & Disclaimer

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warranty of any kind from Vega or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product).

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Indemnity

You agree to indemnify and hold Vega, its officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Lawyered Up powered by Vega Service (including any actions taken by a third party on your behalf or at your direction), and (b) your violation of these Terms. In the event of such a claim, suit, or action (“Claim”), we will attempt to provide notice of the Claim to the contact information we have for you (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Vega’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Miscellaneous

You will be responsible for paying withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Lawyered Up powered by Vega services provided that Vega may, in its sole discretion do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Vega agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Vega, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be



in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Vega in any respect whatsoever. You and Vega agree there are no third party beneficiaries intended under this Agreement.

Third Parties

We do not sell or provide your personal details to any third party for any financial gain,.

External References

- [Mailchimp's Privacy policy](#)
- [Firebase Privacy Policy](#)
- [GDPR Key challenges](#)
- [GDPR Frequently asked questions](#)
- [Paystack Privacy Policy](#)

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