

Website Terms of Use

Effective date: 12 July 2026

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Version: 1.0

1. About these terms

These Website Terms of Use govern access to and use of the Vorynix Systems website available at vorynixsystems.co.za.

Vorynix Systems is the software and systems-development division of AgriX Systems (Pty) Ltd, a company registered in the Republic of South Africa under registration number 2026 / 244372 / 07.

In these terms:

- "Vorynix", "we", "us" or "our" refers to the applicable contracting entity operating through the Vorynix Systems division.

- "Website" refers to the Vorynix Systems website and its publicly accessible pages, content, forms and resources.

- "User", "you" or "your" refers to any person accessing or using the Website.

Our complete legal and supplier information is available through the Electronic Supplier Information section of the Website.

2. Acceptance of these terms

By accessing or using the Website, you agree to comply with these Terms of Use.

If you do not agree with these terms, you should discontinue your use of the Website.

Your use of the Website is also subject to our Privacy Policy, Cookie Policy, Website Disclaimer, Electronic Supplier Information and any additional notices displayed on particular pages.

Submitting a project enquiry does not, by itself, create a service agreement or appoint Vorynix to perform work.

3. Purpose of the Website

The Website provides information about Vorynix Systems, including our services and technical capabilities, selected projects and case studies, our development process, company and leadership information, project-enquiry and contact facilities, and legal, privacy and compliance information.

Website content is provided primarily for general informational and business-enquiry purposes.

Information published on the Website does not constitute a binding quotation, technical specification, guarantee, professional opinion or contractual commitment

unless expressly incorporated into a written agreement issued or accepted by Vorynix.

4. Project enquiries and communications

You may use the Website to submit legitimate enquiries relating to potential projects, services, partnerships, support or other business matters.

When submitting information, you agree to provide information that is accurate to the best of your knowledge, relevant to the enquiry, lawfully obtained, not misleading, fraudulent or harmful, and free from malicious code or unauthorised material.

Submission of an enquiry does not guarantee acceptance of the project, availability of development capacity, a particular price or delivery date, issuance of a quotation or

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proposal, formation of a client relationship, or confidential treatment under a non-disclosure agreement.

Where a project involves confidential or proprietary information, a separate non-disclosure agreement may be considered before detailed information is exchanged.

5. No automatic service agreement

A binding service engagement is created only when the applicable requirements have been satisfied, which may include acceptance of a written quotation or proposal, signature of a project or service agreement, payment of the required deposit, approval of the project scope, receipt of required content, information or access, and written confirmation from Vorynix.

Project-specific terms take precedence over these Website Terms of Use in relation to the relevant project.

6. Permitted use

You may use the Website for lawful purposes, including learning about Vorynix Systems, reviewing our services and selected work, submitting legitimate business enquiries, accessing public legal and compliance information, sharing links to publicly accessible Website pages, and downloading documents that we expressly make available for download.

You must use the Website in a manner that does not interfere with its security, operation or availability.

7. Prohibited use

You may not use the Website for unlawful, fraudulent or abusive purposes; attempt unauthorised access; circumvent security mechanisms; introduce malicious files; interfere with the Website; conduct unauthorised vulnerability scanning; harvest contact details or personal information; scrape substantial Website content without permission; impersonate another person or organisation; submit false information;

upload infringing material; commercially exploit protected Website material without authorisation; distribute spam; or frame or mirror the Website in a misleading manner. Authorised security testing may only be conducted with our prior written approval and within an agreed scope.

8. Intellectual property

Unless otherwise stated, the Website and its original content are owned by or licensed to the applicable Vorynix contracting entity.

Protected material may include the Vorynix Systems name and logo, Website design and layout, written content, graphics and illustrations, user-interface designs, architecture diagrams, project presentations, software demonstrations, photographs and media, source code and technical components.

You may view Website content for personal, informational or internal business evaluation purposes.

You may not reproduce, modify, publish, license, sell, distribute or create derivative commercial material from Website content without prior written permission.

No licence or ownership right is transferred merely because content is publicly accessible.

9. Third-party intellectual property

Names, logos, trademarks, screenshots and other material relating to clients, technology providers or partner organisations remain the property of their respective owners.

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Their inclusion on the Website does not transfer ownership to Vorynix or to Website users.

Technology names and trademarks may be used solely to identify technologies used, supported or integrated in particular projects.

10. Portfolio and case-study information

The Website may present live client systems, development-stage projects, prototypes, minimum viable products, internal products, concept-validation work, and anonymised or confidential engagements.

Project status will be identified where reasonably appropriate.

Screenshots, diagrams and project descriptions may be simplified, cropped, anonymised or altered to protect personal information, client confidentiality, security controls, commercially sensitive information, proprietary architecture and intellectual property.

A case study does not necessarily disclose the complete project scope or technical

implementation.

Any client names, logos or project material are displayed subject to the permissions or lawful interests applicable to that engagement.

11. Accuracy of Website information

We aim to keep Website information accurate and reasonably current. However, content may become outdated, services and technologies may change, project status may change, technical information may be simplified, errors or omissions may occur, and information may be updated without prior notice.

You should not rely on general Website content as the sole basis for a significant commercial, legal, financial, security or technical decision.

Project requirements, pricing, architecture, timelines and deliverables must be confirmed in project-specific documentation.

12. Website availability

We do not guarantee that the Website will always be available without interruption, free from errors or defects, compatible with every browser or device, free from security vulnerabilities, or free from third-party service interruptions.

We may suspend, restrict, modify or discontinue any part of the Website where reasonably necessary for maintenance, security, updates, infrastructure changes, legal compliance or operational reasons.

Where practical, we may attempt to minimise material disruption, but continuous availability is not guaranteed.

13. Third-party websites and services

The Website may link to external websites, applications or services operated by third parties.

External links may include client websites, cloud and technology providers, social-media platforms, mapping services, payment providers, regulatory authorities and external documentation.

Vorynix does not control external websites and is not responsible for their content, security, availability, accuracy, privacy practices or terms.

A link does not necessarily constitute endorsement. You should review the applicable third party's terms and privacy information before using its service.

14. Personal information

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Personal information submitted through the Website is processed in accordance with our Privacy Policy and applicable South African data-protection requirements.

Information may be submitted through project-enquiry forms, contact forms, email,

privacy or compliance request forms, support communications and consultation requests. You should avoid sending unnecessary sensitive, confidential or proprietary information through general Website forms.

The Protection of Personal Information Act establishes conditions for lawful processing by public and private bodies and provides rights relating to access, correction and objection.

15. Cookies and similar technologies

The Website may use cookies or similar technologies for essential Website operation, security and fraud prevention, remembering user preferences, form functionality, Website-performance measurement and analytics where enabled with the appropriate controls.

Further information is provided in our Cookie Policy.

Where consent is required for non-essential cookies, users will be given an appropriate opportunity to accept, reject or manage those cookies.

16. Security

We use reasonable technical and organisational measures intended to protect the Website and information under our control.

However, no internet-based platform or transmission method can be guaranteed to be completely secure.

You are responsible for maintaining the security of your device, using updated software and browsers, protecting any credentials issued to you, avoiding suspicious links or impersonation attempts, and informing us of suspected misuse involving the Website.

Suspected Website security issues should be reported to privacy@vorynixsystems.co.za.

Do not publicly disclose detailed security vulnerabilities before giving us a reasonable opportunity to investigate them.

17. Disclaimer

To the fullest extent permitted by applicable law, Website content is provided on an "as available" and general informational basis.

We do not warrant that Website content is suitable for every user or purpose, general technical information is appropriate for a specific project, Website information will remain current indefinitely, use of the Website will produce a particular commercial or technical result, or external services will operate without interruption.

Nothing on the Website constitutes legal, financial, accounting or other regulated professional advice.

Nothing in these terms excludes or limits any right, remedy, warranty or protection

that cannot lawfully be excluded under applicable South African law.

18. Limitation of liability

To the extent permitted by applicable law, Vorynix will not be liable for indirect, incidental, special or consequential loss arising solely from inability to access the public Website, reliance on general Website information without project-specific confirmation, third-party websites or services, unauthorised or unlawful use of the Website, or events outside our reasonable control.

This clause does not exclude liability where exclusion is prohibited by law, including

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liability that may not lawfully be excluded under applicable consumer protection legislation.

The Consumer Protection Act promotes fair supplier practices and restricts unfair, unreasonable and unjust contractual provisions.

19. User responsibility for submitted material

You remain responsible for information and material that you submit through the Website.

By submitting material, you confirm that you have the authority to provide it, it does not unlawfully infringe another person's rights, its processing for the enquiry is lawful, it does not contain malicious software, and it is reasonably necessary for the stated purpose.

You retain ownership of your material.

You grant Vorynix a limited permission to access, store, review and use the material only as reasonably necessary to assess or respond to the enquiry, prepare a proposal or quotation, communicate with you, protect our systems and comply with legal obligations.

Further use will be governed by the applicable Privacy Policy, confidentiality arrangement or project agreement.

20. Suspension and enforcement

We may restrict or block access to the Website where we reasonably believe that a user has violated these terms, attempted unauthorised access, compromised Website security, submitted malicious material, used the Website unlawfully, or interfered with other users or systems.

We may preserve relevant technical records and report unlawful conduct to the appropriate authorities where legally permitted or required.

21. Changes to the Website

We may modify Website content, services described on the Website, navigation and

design, forms and functionality, portfolio material, legal notices and these Terms of Use.

Material changes to these terms will be reflected by updating the effective date, last-updated date or version number.

Your continued use after updated terms become effective constitutes acceptance of those updated terms, subject to applicable law.

22. Governing law

These Terms of Use are governed by the laws of the Republic of South Africa.

Any dispute relating solely to use of the public Website will be dealt with by a competent South African court or another legally applicable dispute-resolution forum.

Nothing in this clause prevents a consumer from using a regulator, ombud, tribunal or court available to them under applicable law.

23. Severability

If any provision of these terms is found to be invalid or unenforceable, that provision will be interpreted or limited to the minimum extent necessary.

The remaining provisions will continue to operate to the extent legally permissible.

24. No waiver

A failure or delay by Vorynix in enforcing a provision does not automatically waive

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the right to enforce that provision later.

Any waiver must be clear and apply only to the specific circumstances for which it is given.

25. Contact information

Questions about these Terms of Use may be directed to:

- Vorynix Systems, a technology division of AgriX Systems (Pty) Ltd

- Website: vorynixsystems.co.za

- Founder contact information : nduvho@vorynixsystems.co.za

- Project enquiries: projects@vorynixsystems.co.za

- Privacy and POPIA requests: privacy@vorynixsystems.co.za

- Information Officer and PAIA correspondence:

informationofficer@vorynixsystems.co.za

- Telephone: +27 69 751 8804

- Registration number: 2026 / 244372 / 07

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