



Terms of Service

Legal

TERMS OF SERVICE

Plera (Pty) Ltd

Last Updated: 1st of May 2025

1. INTRODUCTION

Welcome to Plera. These Terms of Service ("Terms") govern your access to and use of Plera's website, services, and applications (collectively, the "Services"). Please read these Terms carefully before using our Services.

By accessing or using our Services, you agree to be bound by these Terms and our Privacy Policy. If you disagree with any part of the Terms, you may not access the Services.

2. DEFINITIONS

In these Terms, the following definitions apply:

2.1. "Plera," "we," "us," or "our" refers to Plera (Pty) Ltd, a company registered in South Africa with registration number 2025/261363/07.

2.2. "Client," "you," or "your" refers to any individual or entity that accesses or uses our Services.

2.3. "Services" means the AI-driven lead generation and appointment-setting services provided by Plera through its website, applications, and other platforms.

2.4. "User Content" means any information, data, or materials that you provide to us in connection with your use of the Services.

2.5. "Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights.

3. SERVICE DESCRIPTION

3.1. Plera provides AI-driven lead generation and appointment-setting services designed to help businesses connect with potential clients.

3.2. We do not guarantee sales or conversions from the leads provided but solely guarantee the scheduling of appointments with prospects who fit the agreed-upon criteria.

3.3. Service availability may vary by region, and certain Services may not be available in all countries or jurisdictions.

3.4. We aim for 99% uptime for all automated systems but cannot guarantee uninterrupted access to our Services.

4. USER ACCOUNTS

4.1. To access certain features of the Services, you may be required to create an account and provide accurate, current, and complete information about yourself.

4.2. You are responsible for safeguarding your account credentials and for all activities that occur under your account.

4.3. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

4.4. We reserve the right to disable any user account at any time if, in our opinion, you have failed to comply with these Terms.

5. SUBSCRIPTION AND PAYMENT

- 5.1. Some of our Services are available only on a subscription basis. Details of subscription plans, including pricing, are available on our website or through direct communication with our sales team.
- 5.2. All payments must be made in the currency specified at the time of purchase.
- 5.3. Subscription fees are billed in advance on a monthly basis or as otherwise specified in your service agreement.
- 5.4. You agree to provide current, complete, and accurate billing information and authorize us to charge your specified payment method for all Services you use.
- 5.5. If the payment method you provide expires or is otherwise invalid, you remain responsible for any uncollected amounts.
- 5.6. Prices are exclusive of any taxes or duties imposed by jurisdiction tax law. You will be responsible for any applicable taxes or duties in addition to the subscription fee.
- 5.7. We reserve the right to change our prices with 30 days' notice. If you do not agree to a price change, you must cancel your subscription before the change takes effect.

6. CANCELLATION AND REFUNDS

- 6.1. You may cancel your subscription at any time by providing written notice according to the terms of your service agreement or through your account settings on our website.
- 6.2. Refunds are subject to the terms specified in your service agreement and our refund policy.
- 6.3. For new clients, we offer a 100% money-back guarantee plus 10% if you are dissatisfied with our appointment booking services within the initial month.
- 6.4. Refund requests must be submitted within the timeframe specified in your service agreement.
- 6.5. Approved refunds will be processed within fourteen (14) business days of confirmation.

7. CLIENT RESPONSIBILITIES

- 7.1. You agree to provide accurate and complete information about your target audience, including industry, job titles, geographical regions, and any specific lead qualification criteria.
- 7.2. You are responsible for providing necessary access to calendars, CRM systems, or other tools required to facilitate the appointment scheduling process.
- 7.3. You are responsible for following up with and converting the leads provided by our Services. We are not responsible for missed appointments, client cancellations, or failure to close deals.
- 7.4. You agree not to use our Services: (a) In any way that violates any applicable national, federal, state, local, or international law or regulation; (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way; (c) To send, knowingly receive, upload, download, use, or re-use any material that violates these Terms; (d) To transmit any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (e) To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services.

8. INTELLECTUAL PROPERTY

8.1. All content, features, and functionality of our Services, including but not limited to text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, software, and the compilation thereof, are and will remain the exclusive property of Plera and its licensors.

8.2. Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent.

8.3. We grant you a limited, non-exclusive, non-transferable, revocable license to use our Services for your personal or business purposes, subject to these Terms.

8.4. You retain all rights to User Content you submit, post, or display on or through the Services. By providing User Content, you grant us a worldwide, non-exclusive, royalty-free license to use, copy, modify, create derivative works based on, distribute, publicly display, publicly perform, and otherwise use the User Content for the purposes of operating, providing, and improving our Services.

9. DATA PRIVACY AND PROTECTION

9.1. Our Privacy Policy governs the collection, use, and disclosure of personal information you provide to us. By using our Services, you consent to our collection and use of personal information as described in our Privacy Policy.

9.2. We comply with applicable data protection laws, including but not limited to the Protection of Personal Information Act (POPIA) in South Africa, the General Data Protection Regulation (GDPR) in the European Union, and the California Consumer Privacy Act (CCPA) where applicable.

9.3. We implement appropriate technical and organizational measures to protect personal information against unauthorized access, alteration, disclosure, or destruction.

9.4. We do not sell or share your personal information with unauthorized third parties.

9.5. If you are located in a jurisdiction with specific data protection requirements, additional terms may apply to our collection and processing of your personal information.

10. CONFIDENTIALITY

10.1. Each party agrees to keep confidential all proprietary or sensitive information exchanged in connection with the Services.

10.2. Confidential information includes, but is not limited to, business plans, customer lists, financial information, technical specifications, and any other non-public information disclosed by one party to the other.

10.3. Each party agrees not to disclose confidential information to any third party without the prior written consent of the disclosing party, except as required by law or to its employees, contractors, and advisors who need to know such information to perform their duties.

10.4. The confidentiality obligations shall survive the termination of your use of our Services.

11. LIMITATION OF LIABILITY

11.1. To the maximum extent permitted by law, Plera shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses resulting from: (a) Your use or inability to use our Services; (b) Any unauthorized access to or use of our servers and/or any personal information stored therein; (c) Any interruption or cessation of transmission to or from our Services; (d) Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services; (e) Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services.

11.2. In no event shall our total liability to you for all claims arising from or relating to the Services exceed the amount paid by you to us during the twelve (12) months preceding the event giving rise to the liability.

11.3. The limitations of liability in this section apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such damage.

12. INDEMNIFICATION

12.1. You agree to defend, indemnify, and hold harmless Plera, its officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Your use of and access to the Services; (b) Your violation of any term of these Terms; (c) Your violation of any third-party right, including without limitation any copyright, property, or privacy right; (d) Any claim that your User Content caused damage to a third party.

12.2. This defense and indemnification obligation will survive these Terms and your use of the Services.

13. TERM AND TERMINATION

13.1. These Terms shall remain in full force and effect while you use the Services.

13.2. We may terminate or suspend your access to the Services immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms.

13.3. Upon termination, your right to use the Services will immediately cease.

13.4. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. These Terms shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflict of law principles.

14.2. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the rules of a recognized arbitration body in South Africa, which rules are deemed to be incorporated by reference into this clause.

14.3. For clients based outside of South Africa, you agree that any legal action, suit, or proceeding arising out of or relating to these Terms must be instituted exclusively in the courts of South Africa, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country.

14.4. Before initiating any formal dispute resolution process, the parties agree to attempt to resolve any dispute informally by contacting each other.

15. CHANGES TO THESE TERMS

15.1. We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

15.2. We will provide notice of any changes by posting the new Terms on our website.

15.3. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms.

15.4. You are advised to review these Terms periodically for any changes.

16. GENERAL PROVISIONS

16.1. Entire Agreement: These Terms constitute the entire agreement between you and Plera regarding our Services and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

16.2. Severability: If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

16.3. Waiver: Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision.

16.4. Assignment: You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void.

16.5. Force Majeure: We shall not be liable for any failure or delay in performance under these Terms where such failure or delay results from causes beyond our reasonable control.

16.6. Notices: Any notice provided to Plera pursuant to these Terms should be sent to our registered address or to the email address specified on our website.

16.7. No Third-Party Beneficiaries: These Terms do not and are not intended to confer any rights or remedies upon any person other than you and Plera.

16.8. Export Control: You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, and trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

17. CONTACT US

If you have any questions about these Terms, please contact us at:

Plera (Pty) Ltd
708 New Boston
85 Voortrekker Road
Bellville, Western Cape, 7530
South Africa
Email: info@plera.co