



THE PORTAL GENIE TERMS & CONDITIONS

Effective date: 10 November 2025

Owner/Operator: Nagging Panda FZCO (Dubai Silicon Oasis, UAE) ("**Nagging Panda**", "**we**", "**us**", "**our**").

Platform: The Portal Genie software platform and mobile application (the "**Platform**").

Subscriber: The customer registering an account to access and use the Platform ("**Subscriber**", "**you**").

These Terms & Conditions (the "**Agreement**") govern your access to and use of the Platform and related services (the "**Services**"). By creating an account, accessing, or using the Platform you agree to be bound by this Agreement and our Privacy Policy (available at www.theportalgenie.com).

1. INTERPRETATION & DEFINITIONS

1.1 References. References to **The Portal Genie** include Nagging Panda FZCO where the context requires. References to **Subscribers** include authorised **Users** under a Subscriber account.

1.2 Glossary.

- **Billboard:** Advertising and announcement space within your Portal.
- **Instruction:** Any action initiated via the Platform (e.g., sending notifications, granting portal access, publishing content).
- **Personal Data:** Any information relating to an identified/identifiable natural or juristic person processed via the Platform.
- **Pricing Page:** The current fees, plan tiers and charges posted at <https://www.theportalgenie.com/pricing>.
- **Subscription Period:** The prepaid access period applicable to your plan (e.g., monthly/annual).



2. RELATIONSHIP OF THE PARTIES

2.1 Independent parties. You access and use the Platform as an independent party. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

2.2 Third-party services. We may contract third parties to enable the Services. They will only receive data strictly necessary for business need. We do not warrant and are not liable for third-party services, even when provided via or linked to the Platform.

3. ACCOUNT ACCESS & AUTHENTICATION

3.1 Registration. Access is obtained by registering an account and accepting this Agreement.

3.2 OTP Verification. Portal access for your clients/visitors may be provided via One-time Pin (OTP). You are solely responsible for ensuring the accuracy of client data in your accounting software, which the Platform uses to send email or SMS OTPs.

3.3 Security. You must safeguard credentials and account details and are responsible for all activity under your account. You must not share credentials or allow unauthorised access. We may suspend accounts immediately for misuse or security risk.

4. FEES, BILLING & CHANGES

4.1 Pricing & taxes. Fees and charges are set out on the Pricing Page and are exclusive of applicable taxes.

4.2 Free vs paid. Free accounts activate on registration. Paid accounts may include a once off trial period and remain active upon receipt of the applicable Subscription Fee for the relevant Subscription Period.



4.3 Access right. Payment of the Subscription Fee grants access to the Platform features for the Subscription Period.

4.4 Nonpayment. If payment is not received for a paid account, visitor access to your Portal will be suspended until payment is received. If you are the paying Subscriber for multiple entities and payment is overdue, all linked accounts/services may be frozen.

4.5 Visit and storage limits. Plans do not auto-scale. If you reach your visitor limit, your clients will not be able to access your Portal until you upgrade to a higher tier. If you reach your storage limit, you will not be able to upload additional documents until you purchase more storage. In both instances, upgrading or purchasing additional capacity is required to restore full functionality. Any temporary flexibility or accommodation we extend does not alter or waive these rules.

4.6 Fee changes. Subscription Fees may change on at least 30 days' prior written notice, effective for the Subscription Period commencing after such notice.

4.7 Autorenewal. Subscriptions renew automatically at the current rates unless cancelled before the end of the Subscription Period.

4.8 Storage. Documents you or your clients upload count toward storage limits. Additional storage may be purchased and charged to the card on file (authorisation hereby granted).

Note: Documents ingested via accounting software API do **not** count toward storage limits.

5. CONTENT, DATA & LAWFUL USE

5.1 Your content responsibilities. You are solely responsible for all content you submit or make available on the Platform, including on your Portal, Billboard, Scheduled Notifications and templates, billing documents, and any data used to generate communications. Content must be bona fide, legal, accurate, and compliant with applicable laws.

5.2 Intellectual property warranty. You warrant all such content is your own or properly licensed and does not infringe third party rights.



5.3 Personal Data warranties. You warrant that all Personal Data you provide or process via the Platform is true, accurate, complete, lawfully obtained, and processed only for lawful purposes. You will at all times comply with applicable data protection and privacy laws (including direct marketing rules).

5.4 Prohibited conduct. You may not:

- (a) use the Platform for spam or unlawful direct marketing;
- (b) upload or display violent, hateful, pornographic, racial or discriminatory material;
- (c) use unauthorised automated access (bots, crawlers, scripts);
- (d) hack, attempt to hack, introduce malware, or otherwise disrupt the Platform; or
- (e) use the Platform for illegal or unauthorised purposes.

5.5 Acceptable conduct. You must act diligently, respectfully, and professionally at all times and not act in a way that harms or jeopardises the reputation of The Portal Genie or the Platform.

5.6 Privacy Policy. You acknowledge and accept our Privacy Policy (including cookies) available at www.theportalgenie.com.

6. PLATFORM AVAILABILITY, FEEDBACK & CHANGES

6.1 Asis basis. The Platform and Services are provided on an "as is", "as available", and "with all faults" basis. We make no warranties (express or implied) as to availability, reliability, security of transmissions, or freedom from harmful components.

6.2 Feedback licence. You grant us a perpetual, irrevocable, worldwide, royalty free licence to use ideas, suggestions, bug reports, and feedback relating to the Platform, without restriction or obligation.



6.3 Modification/suspension. We may modify, suspend, or discontinue the Platform (in whole or part) at any time with or without notice. We are not liable for such modification, suspension, or discontinuance.

6.4 Brand reference. You grant us the right to display your logo/name on our websites and social media solely to identify you as a client.

7. SUSPENSION & TERMINATION

7.1 Your cancellation. You may cancel your subscription at any time via account settings. Access continues until the end of the current Subscription Period. Fees are nonrefundable (in whole or part).

7.2 Our termination (no fault). We may terminate the Platform/Services at any time in our discretion. In such case we will refund the prorated balance of prepaid Subscription Fees as your sole remedy.

7.3 Breach. If you breach this Agreement, we may suspend or terminate your subscription on written notice and no refund will be due. In addition to other remedies, we may immediately suspend your account for violations of clause 5 (Content, Data & Lawful Use).

8. INTELLECTUAL PROPERTY OWNERSHIP

8.1 Our IP. We own all right, title, and interest in and to the Platform, Services, and related intellectual property, including all modifications, improvements, upgrades, derivative works, and feedback.

8.2 Your IP & third party IP. Except for your logo/branding and any third-party materials you lawfully use, no rights are granted to you. To the extent any rights in Platform IP could vest in you by law, you hereby assign them to us at no charge.



9. INDEMNITY & LIMITATION OF LIABILITY

9.1 Your indemnity. You indemnify and hold us harmless from all claims, damages, losses, costs and expenses arising from:

(a) your content, conduct, or use of the Platform (including your professional services and implementations);

(b) your breach of this Agreement; and

(c) any third-party IP or data protection/privacy claims related to your content or processing activities.

9.2 Limitation. To the fullest extent permitted by law, we will not be liable (in contract, delict/tort, negligence or otherwise) for any indirect, special, punitive, incidental, or consequential loss (including loss of profits, goodwill, data, revenue or business), even if foreseeable. Our aggregate liability will not exceed the fees you paid to us in the **three (3) calendar months** preceding the event giving rise to the claim.

10. COMMUNICATIONS

10.1 Operational messages. You consent to receive service-related communications, product updates, feature announcements, system notices and other information relevant to your use.

10.2 Channels & optout. Communications may be sent by email, SMS, in app notifications or other contact methods you provide. You may opt out of nonessential marketing messages at any time.

11. GOVERNING LAW & DISPUTE RESOLUTION

11.1 Law. This Agreement is governed by the laws of the Republic of South Africa (excluding conflict of law principles that would result in the laws of another jurisdiction applying).

11.2 Arbitration. Any dispute may be referred by either party to final and binding arbitration



under the Rules of the Arbitration Foundation of Southern Africa ("**AFSA**") before a single arbitrator appointed by agreement or, failing agreement, by AFSA. The arbitration will be held in English in Johannesburg, South Africa. Urgent/interim relief may be sought from a court of competent jurisdiction.

12. NOTICES

12.1 Notices from us. We may give notice by posting on the Platform, emailing your recorded address, or sending SMS/other electronic message to your recorded number; deemed delivered when sent or posted.

12.2 Notices to us. Send to: legal@naggingpanda.com. Notices are deemed received when they reach our mail server.

13. ASSIGNMENT & GENERAL

13.1 Assignment. You may not assign, delegate, or transfer this Agreement (in whole or part) without our prior written consent. We may assign or transfer this Agreement or any rights hereunder without your consent.

13.2 No waiver. Failure to enforce any provision is not a waiver. No waiver is effective unless in writing.

13.3 Severability. If any provision is invalid/unenforceable, the remaining provisions remain in full force; the invalid/unenforceable term will be deemed modified to the minimum extent necessary to be valid and enforceable.

13.4 Entire agreement. This Agreement (including the Pricing Page and Privacy Policy by reference) is the entire agreement and supersedes all prior or contemporaneous understandings.

13.5 Changes to Terms. We may update these Terms from time to time. Continued use after changes take effect constitutes acceptance of the updated Terms.



SCHEDULE A – ACCEPTABLE USE SUMMARY (Informative)

- No spam or unlawful direct marketing.
- No unlawful, infringing, hateful, pornographic, or discriminatory content.
- No hacking, reverse engineering, malware, or automated scraping.
- Maintain accurate client data for OTP and communications.
- Treat all Personal Data lawfully and in accordance with applicable privacy laws.

Contact:

Nagging Panda FZCO

Email: legal@naggingpanda.com

Website: www.theportalgenie.com