



Terms of Service

Last updated: 1 May 2026

1. Definitions

Throughout the Terms and Conditions, the following definitions are used:

Term	Definition
DataSure	DataSure (Pty) Ltd, with registration number 2024/619873/07, being a company incorporated in South Africa in accordance with South African legislation
You / Your	Any person who accesses or uses the Website
Lumino / Us / Our / We	DataSure (Pty) Ltd t/a Lumino Automate
Automation Template	Pre-built workflow templates designed to automate business processes using third-party integration platforms
Statement of Work	An agreed and accepted description of work to be completed
Implementation Services	Customisation and setup of Automation Templates within the Customer's environment.
Customer	An individual or entity purchasing Automation Templates from Us.
Third Party Platforms	Integration platforms such as Make.com, Zapier, n8n or similar services required to run Automation Templates.
Implementation Periods	The time from purchase until handover of the completed, customised automation.

DataSure (Pty) Ltd | 2024/619873/07

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2. Introduction

These Terms and Conditions apply to the transactions related to the sale of Our products.

You may be bound by additional contracts related to Your relationship with Us for any services that you receive from Us. If any provisions of the additional contracts conflict with any of these Terms, the provisions of the additional contracts will prevail.

The Terms and Conditions are available to access from the footer of the Website.

3. Scope of Services

3.1 Products Offered

We offer AI-powered Automation Templates and related products and services that require customisation and implementation to function in your specific business environment. These are one-off sales and do not include ongoing support unless separately contracted.

3.2 What's Included

Your purchase includes:

- The latest version of the specific Automation Template/s as quoted and purchased or services detailed and agreed in a Statement of Work
- Implementation and customisation of the template for your specific use case
- Initial setup within your Third-Party Platform account(s)
- Handover and basic operational guidance

3.3 What's Not Included

Unless separately contracted, your purchase does not include:

- Ongoing support or maintenance after the warranty period
- Modifications or enhancements beyond the initial implementation
- Training beyond basic operational guidance
- Troubleshooting issues arising from changes you make post-implementation
- Subscription costs for Third-Party Platforms

4. Customer Requirements and Responsibilities

4.1 Third-Party Platform Accounts

To use our Automation Templates, You must have (or allow us to create on your behalf) active accounts with the relevant Third-Party Platforms required for your Automation Template to function. You are responsible for:

- Subscription fees charged by Third-Party Platforms
- Maintaining active subscriptions for the automation to continue functioning
- Review of 3rd party's relevant privacy and data processing policies
- Compliance with the terms of service of all Third-Party Platforms

4.2 Account Access for Implementation

During the Implementation Period, you agree to provide us with:

- Personalised access credentials to your Third-Party Platform accounts
- Access to relevant systems, data, or APIs required for implementation
- Timely responses to requests for information needed for customisation

You acknowledge that we may create Third-Party Platform accounts on your behalf if you do not have existing accounts.

4.3 Information Security During Implementation

We will access your accounts solely for the purpose of implementing your Automation Template. You acknowledge that:

- We will handle your credentials and data in accordance with our Privacy Policy
- We will remove our access upon completion of implementation and handover
- You are responsible for changing passwords and reviewing access permissions after handover if desired
- You will provide only the minimum necessary access required for implementation

4.4 Post-Implementation Responsibilities

After handover, you are responsible for:

- Operating and maintaining automations as delivered
- Ensuring continued compatibility with Third-Party Platforms
- Backing up automation configurations if supported by your Third-Party Platform
- Any modifications you make to the automation

5. Intellectual Property Rights

5.1 Ownership

We retain all intellectual property rights in the original Automation Templates. Upon full payment, you receive a non-exclusive, non-transferable license to use the customised automation for your internal business purposes.

5.2 Permitted Use

You may:

- Use the automation for your own internal business operations
- Modify the automation for your own use within your Third-Party Platform account
- Create derivative works for your own internal use

5.3 Prohibited Use

You may not:

- Resell, redistribute, or transfer the Automation Template to third parties
- Offer the automation as a service to others
- Reverse engineer the template to create competing products
- Remove or alter any proprietary notices
- Share access credentials that would allow others to copy the automation

6. Payment Terms

6.1 Pricing and Payment

All prices are quoted in ZAR and exclude VAT unless otherwise stated. Payment is processed separately through our billing procedures and is due according to the payment terms provided in your invoice or quotation.

6.2 Payment Required Before Implementation

Implementation will not commence until full payment has been received, unless alternative payment arrangements have been agreed in writing.

7. Warranty and Support

7.1 Limited Warranty Period

We provide a 10-day warranty period commencing from the date of handover (not the purchase date). During this period, we will rectify any defects or errors in the implementation at no additional cost, provided that:

- The defect or error is reported to us within the warranty period
- The issue relates to our implementation work, not modifications you have made
- The issue is not caused by changes to Third-Party Platforms beyond our control
- You have not modified the automation since handover

7.2 Warranty Exclusions

The warranty does not cover:

- Issues arising from your modifications to the automation
- Problems caused by changes to Third-Party Platform functionality
- Issues resulting from your failure to maintain required Third-Party Platform subscriptions
- Incompatibilities arising from software or system updates you implement
- Normal wear and tear or expected limitations of the Third-Party Platforms

7.3 No Ongoing Support

After the warranty period expires, no support is provided unless you have entered into a separate support contract with us.

8. Refund and Cancellation Policy

8.1 No Refunds After Implementation Begins

Once implementation work has commenced, no refunds will be provided. This is due to the customised nature of the service and the labor invested in your specific implementation.

8.2 Cancellation Before Implementation

You may cancel your order and receive a full refund if:

- You cancel before we have commenced any implementation work
- You provide written notice of cancellation
- No customisation or setup work has been performed

8.3 Remedy for Defects

If there are defects or errors during the warranty period, your sole remedy is for us to rectify the defect. Refunds will not be provided for defective implementations covered by the warranty.

9. Limitations of Liability

9.1 Third-Party Platform Dependencies

We are not responsible for:

- Changes, updates, or discontinuation of Third-Party Platforms
- Downtime, performance issues, or failures of Third-Party Platforms
- Changes to Third-Party Platform pricing or terms of service
- Data loss or security breaches occurring within Third-Party Platforms
- Compatibility issues arising from Third-Party Platform updates

9.2 Maximum Liability

To the maximum extent permitted by South African law, our total liability for any claims arising from your purchase shall not exceed the amount you paid for the Automation Template and implementation services.

9.3 Excluded Damages

We shall not be liable for:

- Indirect, incidental, special, or consequential damages
- Loss of profits, revenue, or business opportunities
- Loss of data not caused by our direct actions during implementation
- Business interruption
- Damages arising from your use or inability to use the automation after handover

9.4 Reasonable Care

While we exercise reasonable care in implementing Automation Templates, we do not guarantee that:

- The automation will be error-free or uninterrupted
- The automation will meet all your specific business requirements beyond what was agreed
- The automation will be compatible with future updates to Third-Party Platforms

10. Data Protection and Privacy

Your personal information and data handled during the implementation process will be processed in accordance with our Privacy Policy and applicable South African data protection laws, including the Protection of Personal Information Act (POPIA).

You warrant that any data you provide to us for implementation purposes does not violate any third-party rights or applicable laws.

12. Disclaimer of Warranties

To the maximum extent permitted by South African Law, except as expressly stated in the warranty section:

- The Automation Templates and implementation services are provided "as is"
- We make no representations or warranties of any kind, express or implied
- We disclaim all warranties including merchantability, fitness for a particular purpose, and non-infringement
- We do not warrant that the automation will achieve any particular business outcome

13. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, losses, or expenses (including reasonable legal fees) arising from:

- Your breach of these Terms
- Your violation of any laws or third-party rights
- Your use of the Automation Template after handover
- Your failure to maintain required Third-Party Platform subscriptions
- Any modifications you make to the automation

14. Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to our website with an updated "Last Updated" date.

Purchases made before changes to these Terms will be governed by the Terms in effect at the time of purchase.

15. Breach of Terms and Conditions

Should You breach any of these Terms and Conditions, We may without prejudice, take action that We deem appropriate to deal with the breach.

16. Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism, pandemics, government actions, Third-Party Platform failures, or internet service disruptions.

17. Severability

If any provision of these Terms is found to be unenforceable or invalid under South African law, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

18. Entire Agreement

These Terms, together with our Privacy Policy and any written quotation or agreement, constitute the entire agreement between you and us regarding the purchase and use of Automation Templates and supersede all prior agreements and understandings.

19. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising from these Terms or your use of our products shall be subject to the exclusive jurisdiction of the South African courts.

20. Contact Information

You may contact Us by email if You have any queries relating to these Terms and Conditions.

info@data-sure.co.za