



Ringfence | Engage | Retain | Grow

Terms and Conditions



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1. Service Description

Qliq App, developed and managed by SucceedConnect Pty Ltd (Registration No. 2023/731931/07), is a custom-branded engagement, communication and marketing platform designed for a wide variety of businesses, professional firms and practices, organisations, networks, groups and communities. SucceedConnect herein after to be referred to as the App Owner.

Built to support intuitive, mobile-first interactions, Qliq App allows subscribers to strengthen client relationships, improve communication efficiency and increase long-term engagement through a centralised, branded environment. Qliq App enables subscribers to manage their audience interaction, promote services, and share targeted content in a way that reflects their unique brand and service offering.

Qliq App stands apart as a truly unique solution in the world of digital engagement. Unlike traditional generic app-store options, Qliq App is intentionally not listed on public platforms — and for good reason. Each app is custom-built around your specific brand, content, audience and client relationships, giving you a completely tailored experience without the limitations or delays of standard app publishing. It looks, works and feels like any mobile app but gives you full control over how it is distributed, who can access it and how it evolves. You are free from app store restrictions, approval processes and hidden policies — enabling a faster, more flexible roll-out. Best of all, your fully branded app can be delivered in as little as seven days at a fraction of the cost typically associated with mobile app development. This makes Qliq App a groundbreaking and accessible solution for SMEs, professional networks and community-based organisations in South Africa — sectors that have traditionally been excluded from App Ownership due to cost barriers. Qliq App offers an unmatched balance of personalisation, speed and affordability — giving you the freedom to own and shape your app your way.

2. Subscriber and User Access and Responsibilities

The Subscriber is the paying party and holds the principal agreement governing the use and management of the app, for the benefit of themselves and their authorised audience. Each Subscriber receives a fully branded version of the app tailored to their content, audience and service needs — a unique and affordable solution especially suited to SMEs, networks and communities in South Africa. Subscribers may authorise Users, their audience, to access specific content and features based on their role, if required. The Subscriber is responsible for managing user access, protecting login credentials and ensuring proper use of the app.

Unauthorised access, account sharing or misuse may result in suspension or termination of service. Subscribers are also accountable for all content published or shared via their app. For details on system protection and privacy obligations, please refer to the Data Privacy and Security Policy. Subscribers may not use the app to upload, publish or distribute unlawful, defamatory, abusive, harassing, or misleading content, or content that violates the rights of third parties. The App Owner reserves the right to suspend access or remove such content where identified or reported.

3. Data Privacy and Security

Qliq App is committed to safeguarding subscriber and user data in full compliance with the Protection of Personal Information Act (POPI Act) of South Africa. We ensure strict adherence to data protection principles, including obtaining explicit consent for data collection, processing data solely for legitimate client-related functions, and

upholding data subject rights such as access, correction, and objection. To prevent unauthorised access, misuse, or breaches, we implement comprehensive security measures and enforce rigorous compliance monitoring. Any third-party data transfers are conducted in line with POPI Act standards, ensuring secure and responsible data handling. Additionally, we conduct regular employee training to uphold best practices in data protection. In the event of a data breach, our established incident response protocols ensure immediate containment, assessment, and notification in accordance with legal requirements. For further details on our data security measures and privacy protocols, please refer to the Data Privacy & Security Policy within the App Management Hub.

4. Compliance with Laws

In our commitment to stringent compliance with laws, SucceedConnect Pty Ltd and our clients adhere to all applicable employment, data protection, and relevant legal regulations. This includes strict observance of employment laws such as fair labour practices and equal opportunities, unwavering adherence to data protection regulations such as POPI, and a proactive stance in keeping abreast of and adapting to legal changes. Clients are solely responsible for their lawful use of the Qliq App, including the legal integrity of data input and any client processes. We reserve the right to conduct compliance audits, requiring full client cooperation, and clients agree to indemnify the company, SucceedConnect Pty Ltd, against legal repercussions of their non-compliance. This comprehensive legal vigilance underscores the seriousness of our commitment to upholding the highest standards of legal and ethical conduct in all app-related activities.

5. Subscription Terms and Billing

A Subscriber is the paying party and holds the principal agreement governing the use and management of the app, for the benefit of themselves and their authorised audience. This includes both complimentary first-month users and active paying customers across all available subscription plans.

- 5.1. **Subscription Plans:** Each Subscriber selects a Subscription Plan based on their needs and intended use. Plans such as Lite, Standard and Engage provide access to defined sets of features and engagement capabilities. Higher-tier plans offer expanded functionality, advanced communication tools and broader audience engagement options.
- 5.2. **Billing Cycle:** Subscriptions operate on a monthly billing cycle that commences on the 1st day of each calendar month. All subscriptions are billed in advance to ensure uninterrupted access to the app and associated features.
- 5.3. **Billing Method and Options:** Monthly billing is the default method and is payable exclusively via **debit order**. Annual billing may be arranged upon request and must be settled via EFT. Annual subscriptions may include additional benefits or limited-time incentives. Invoices are issued monthly or annually, depending on the selected billing preference.
- 5.4. **Subscription Term:** Subscriptions operate on a month-to-month basis unless an annual billing option has been selected. There are no long-term commitments or minimum contract periods, providing flexibility to Subscribers.
- 5.5. **Complimentary Access Period:** All new Subscribers receive a complimentary first month of access upon sign-up. This 30-day period begins once the Subscriber has received their login credentials following the activation and training session. Full access is granted during this period, and normal subscription terms apply. The complimentary period is not considered a trial and does not alter cancellation or downgrade procedures.

- 5.6. **First Invoice:** Your selected App Plan will become payable on the 1st day of the month, starting from the second month following your subscription date. This provides you with a complimentary period of at least one full month before the first payment is due. For example, if you subscribe in July, your first payment will be processed on 1 September; if you subscribe in April, it will be processed on 1 June. This complimentary period is intended to allow sufficient time for the activation and onboarding of your app before billing begins.
- 5.7. **Setup Fees:** There are no setup, activation or hidden once-off fees. Standard onboarding support, including activation, branding and basic guidance, is included at no additional cost.
- 5.8. **Non-Payment:** The Subscriber's payment start date is confirmed during the App Tour and recorded in the Subscription Form. If payment is not received by the due date, access to the app will be suspended within three days. Following appropriate notice, the account may be deactivated, and reactivation will only occur once all outstanding payments are received.
- 5.9. **Annual Escalation:** A standard annual escalation of 5% applies after 12 consecutive months of active subscription. This adjustment is implemented to maintain system quality, performance and support. Escalations are not applied mid-term, are communicated in advance, and do not apply within the first 12 months.
- 5.10. **Upgrades:** Subscribers may request an upgrade to a higher-tier App Plan at any point following the activation of the first billing cycle. As billing is processed in advance, the upgraded plan and its enhanced features will only become active from the 1st day of the following month once the revised monthly fee has been successfully included in the next billing cycle. This ensures that no partial-month upgrade charges apply and that access aligns with the billing period.
- 5.11. **Downgrades:** Downgrade requests may be submitted only after the first billing cycle has commenced. A 30-day notice period applies, and requests must be submitted by the 1st of the month to take effect from the following billing cycle. Access to the current plan remains active during the notice period. There are no penalties for downgrading.
- 5.12. **Cancellation:** Subscribers may cancel their subscription at any time, provided their billing cycle has commenced. A 30-day calendar notice period applies. Cancellation requests must be submitted via the App Management Console on or before the 1st of the month to align with the next billing cycle. The app remains active during the notice period and deactivates automatically thereafter. No cancellation penalties apply. Upon request, data and content may be exported prior to deactivation.
- 5.13. **Re-subscription:** Subscribers who previously cancelled may re-subscribe at any time. Complimentary access or first-time incentives will not apply upon reactivation. Billing will begin immediately — either on a pro-rata or full-month basis, depending on the reactivation date.
- 5.14. **Contract Period:** There is no minimum contract period. Subscribers may upgrade, downgrade or cancel at any time, subject to the terms specified above.

6. Service Availability and Support

The App Owner aims to ensure consistent and reliable performance of the Qliq App. General support is available during business hours: Monday to Thursday from 08:00 to 17:00 and Friday until 15:00. Support queries may be submitted via App Support through the App Management Portal. The Subscriber will also receive an App Activation Meeting at the beginning of the subscription, which will guide them through the portal, features, branding, and roll-out strategy. Feature-related questions, technical guidance and operational queries are addressed within reasonable response timeframes.

7. Intellectual Property Rights

The Qliq App is a fully branded and licensed solution provided to you as the subscriber. All content, user data, branding, communication, and client interactions within the app always remain fully under your ownership and control. This includes anything you upload, create, distribute, or manage through the app interface. However, the underlying software infrastructure, codebase and app technology remain the intellectual property of the software company that developed and maintains the Qliq App platform. As a subscriber, you are granted the right to use the app within your own brand environment, with the freedom to customise it to suit your needs — but the platform itself is not transferred in ownership. This ensures you benefit from continuous platform updates, built-in compliance, and enterprise-level security — without the burden of managing complex technology infrastructure.

If you request and pay for a custom feature that is not part of the standard Qliq App, the work will be quoted separately and confirmed in writing. While you will have full use of that feature in your own app, the feature itself remains the property of the App Owner unless exclusive ownership is agreed upfront. In most cases, we may adapt and offer similar features to other subscribers. This allows us to keep the platform sustainable while giving you access to powerful, tailored functionality.

Any feedback, feature suggestions or improvement ideas voluntarily submitted by the Subscriber may be used by the App Owner to improve or enhance the Qliq App. The Subscriber agrees that such input does not entitle them to compensation, recognition, or any ownership rights, unless otherwise agreed in writing.

8. Confidentiality

Both parties agree to maintain the confidentiality of non-public, proprietary information shared in the course of the relationship. Both parties agree to take all reasonable measures to protect the Confidential Information from unauthorised access, use, or disclosure. This includes but is not limited to subscriber business practices, strategic content, app usage data, branding elements, and system configurations. Confidentiality obligations remain in force for three years after the termination of this agreement, or until such information becomes publicly known through no fault of the receiving party. Upon termination, confidential materials must be returned or destroyed unless legally required to be retained.

9. Limitation of Liability

The App Owner's liability in connection with the Qliq App is limited to the total subscription fees paid by the Subscriber in the twelve (12) months preceding any claim. The App Owner is not liable for any indirect, incidental or consequential damages, including but not limited to loss of profits, data, business interruption, reputational harm or goodwill, even if the possibility of such damages was known. No liability is accepted for unauthorised access, data loss, system failures, network interruptions or downtime unless directly caused by the App Owner's wilful misconduct or gross negligence.

The App Owner is also not responsible for the accuracy, legality, integrity or consequences of any content, media or communication posted, uploaded or distributed by the Subscriber or their authorised users through their version of the Qliq App. Any legal or reputational liability arising from such content rests solely with the Subscriber. Furthermore, liability related to regulatory compliance, including data protection laws, is limited to cases of intentional or reckless non-compliance by the App Owner. The Qliq App is provided "as is" and "as available" without any warranties, express or implied. By using the service, the Subscriber acknowledges and accepts these limitations as a fundamental and binding part of this agreement. The App may include integrations or connections with third-party platforms or services. The App Owner does not guarantee the availability or functionality of such external systems and is not liable for issues arising from their use, changes or discontinuation.

10. Amendments and Updates

The App Owner reserves the right to modify these Terms and Conditions. Clients will be notified of any significant changes well in advance, typically through email or direct notifications within the portal. This notification will include a summary of the changes, the reasons behind them, and the expected impact, if any, on your use of the portal. Your continued use of the portal after these changes are made will constitute your acceptance of the new terms. We encourage clients to regularly review the Terms and Conditions and stay informed about any updates.

11. Acknowledgement and Acceptance

By signing the Qliq App Sign-Up Form or accessing and using the Qliq App in any way, the Subscriber confirms that they have read, understood and agreed to be bound by these Terms and Conditions, including all policies referenced herein. This acceptance extends to all aspects of app access, billing, responsibilities, limitations of liability, intellectual property and data usage. Digital acceptance via the online Sign-Up Form, App Portal or continued use after receiving login credentials shall be deemed legally binding and equivalent to a written signature.

It is the Subscriber's responsibility to ensure that authorised users within their organisation are also aware of and comply with these Terms. Continued use of the app following updates or amendments to these Terms will constitute binding acceptance of the revised version. Should a Subscriber disagree with any part of the Terms, they must discontinue use and formally notify the Portal Provider in writing. No verbal, informal or unauthorised representations shall override these Terms.

12. Force Majeure

The App Owner shall not be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including but not limited to natural disasters, national emergencies, strikes, power failures or interruptions in internet or hosting services.

13. APP OWNER INFORMATION

The following information of the App Owner is disclosed:

Portal Name	Qliq App
App Owner	SucceedConnect (Pty) Ltd
Physical address	Succeed House, 2 De Beers Avenue, Somerset West, 7130
Telephone number	0861 151 152
Email address	info@succeedgroup.co.za
Registration number	2023/731931/07
Names of Representative	BN van der Westhuyzen (Director)
Place of Registration	Somerset West