Terms and Conditions of Use

Last updated: November 2026

1. Introduction and Legal Terms

By accessing or using our website, www.trendydatavisibility.com, or any related platform or application (collectively, “the Platform”), or any of our services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“Terms”). All rights in and to the content of the Platform always remain expressly reserved by Trendy Data Visibility (Pty) Ltd (“Trendy Data Visibility”).

These Terms explain the terms and conditions applicable to how you will use the Platform and our services. Please read these Terms carefully before using the Platform or our services. We will assume you have read and understood these Terms if you continue to access or make use of our Platform or our services.

Please pay specific attention to the BOLD paragraphs of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.

The terms “user”, “you” and “your” are used interchangeably in these Terms and accordingly refer to anyone using the Platform or our services for any reason whatsoever. Accordingly, the terms “us”, “our” or “we” refers to Trendy Data Visibility or our possession.

2. Our Services

What We Offer

We offer a data integration and visualisation platform that provides the following services:

- collecting data provided by yourself through specified third-party platforms, databases, software or systems (“Third-Party Platforms”) using application programming interfaces (“APIs”) and/or such other access, connection or integration methods as we may employ from time to time (collectively, “Integration Tools”);
- organising and visualising your data in a transparent manner using dashboards and such other tools as we may make available through our Platform from time to time; and
- any other services made available by us from time to time,

(collectively, “Services”).

User Undertakings and Indemnities in Relation to Information Provided and Integrations

You agree to promptly provide us with all data, information, documents, access credentials and cooperation reasonably required by us to perform the Services. You acknowledge that any delay or failure to provide such information may impact our ability to deliver the Services and that we shall not be liable for any failure or delay in the performance of the Services attributable thereto.

You acknowledge that to access and make full use of the Services, it will be required to integrate certain APIs and/or other Integration Tools with the relevant Third-Party Platforms from which the Services draw data. You agree to (at your own cost) take all steps necessary to enable such Integration Tools, including granting Trendy Data Visibility and/or the Integration Tools all required permissions, access rights, tokens or credentials and understand that failure to do so may limit or prevent the provision of the Services. You further undertake to maintain such access rights for the duration of your use of our Services.

You warrant and represent to Trendy Data Visibility that:

- you have obtained all necessary consents, approvals, authorisations and permissions (including from any data subjects, customers, end-users or Third-Party Platform providers) required for the lawful collection, processing and disclosure of any data or information provided or made available to Trendy Data Visibility hereunder;
- the provision of such data or information to Trendy Data Visibility and our access and use thereof in accordance with these Terms for the purposes of provided our Services will not infringe any rights of, or breach any obligations owed to, any third party; and
- you have complied with, and shall continue to comply with, all applicable laws (including all data protection and privacy laws) in relation to the collection, storage, disclosure and processing of any such data or information.

You acknowledge and agree that our Services rely on the availability, functionality and security of the Third-Party Platforms. Trendy Data Visibility has no control over, and shall not be responsible for, the data security, integrity, availability, confidentiality, encryption standards, performance or practices of any Third-Party Platform. You further acknowledge and accept all risks associated with the use of, access to, or integration with any Third-Party Platform (including any vulnerabilities or deficiencies in the security measures or encryption standards adopted or implemented by such Third-Party Platform), and agree that Trendy Data Visibility shall not be liable for any loss, damage, unauthorised access, corruption, disclosure or interception of data arising from or in connection with the use of any Third-Party Platform and any integration therewith. You accordingly indemnify us in respect of the foregoing.

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3. Registering a Profile with the Platform

Creating a Profile

To join our Platform and/or make use of certain of the Services, we may require you to create a profile with us. We ask you to provide us with all the requested information in the on-boarding process. To protect your privacy and security, we take reasonable steps to verify your identity by requiring your password together with your email address to grant you access to your profile and information. You may choose to access your profile or sign up to the Platform using your login credentials from certain third-party service providers approved by us as may be indicated on our Platform. Where you do so, you authorise us to access and use the information made available by such third-party service provider (as permitted by that provider and your account settings) for the purpose of creating or updating your profile and providing the Services. You acknowledge that your use of any third-party login is subject to the terms and privacy practices of that third-party service provider and we will not be liable for any unauthorised access to your profile or any loss or damage arising from the use of such third-party login.

Accurate Information

When signing up to and/or making use of our Platform and our Services you agree to provide accurate, current, and complete information and to update this information as and when it changes. Please update your information yourself through your profile or contact us to view or change your personal information provided.

Warranty

By sharing your personal information with us, you warrant that the person using the Platform or our Services is you or you have the authority to act on behalf of the juristic entity in respect of whom our Services are procured. You are responsible for the information you provide, and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and process personal information.

Unlawful Access

Please let us know if you have reason to believe that your profile is no longer secure (for example, in the event of a loss, theft or unauthorised disclosure or use of your username, password, or any payment card information) to avoid possible liability for any unauthorised charges to your account.

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4. Payment Terms and Subscriptions

Free Use

You are welcome to browse our website for free without needing to create a profile. Free access means that you will have limited access to features and functions of the Platform.

Trial

A new installation of our app from the Shopify App Store receives 7 (seven) days of access at the level of the Essential package, without Sage or Xero and with 3 (three) AI questions in place of AI credits. There is no billing step, and each Shopify store receives the trial once. When the trial ends, the account moves to the Free package unless a paid package has been chosen.

Subscription Links

To purchase a subscription to use the Services on our Platform, you must use the relevant links and prompts on the Platform and pay the subscription price listed.

Subscription Packages

When joining our Platform and signing up for our Services, we may offer you the option to subscribe for the following subscription packages: Free — the Shopify dashboard and profit view, limited to 90 (ninety) days of history, with no AI questions; Essential — everything in Free with full history, plus Meta and Google Ads dashboards, profit after ad spend and return on ad spend, the AI data analyst with a monthly allowance of AI credits, and a monthly AI report; Grow — everything in Essential, plus Sage and Xero dashboards and a larger monthly allowance of AI credits; and Flourish — everything in Grow, plus the cross-platform Insights dashboard, a larger monthly allowance of AI credits, and the AI report every two weeks. The current contents of each package, including its allowance of AI credits, are specified on the pricing page of our Platform. If you are interested in data integration into any particular Third-Party Platform not specifically listed on our platform, please contact us directly to discuss whether such platform can potentially be integrated using our Services. For the avoidance of doubt, we cannot guarantee that any particular platform will be integrated and reserve the right to refuse to integrate any platform in our sole and absolute discretion.

Fees

Our current subscription fees are available on the Platform and are subject to change at any time in our reasonable discretion. You will be given 30 (thirty) calendar days prior notice where there is a change in the subscription fee charged to your package. Such change shall be prospective and shall not affect any subscription package or period already paid for.

VAT

All advertised subscription prices are exclusive of any Value Added Tax ("VAT") (to the extent applicable) and any other applicable taxes/fees unless otherwise stated and/or required by law. Any such additional charges and/or any VAT (if applicable) which will apply to a transaction will be clearly indicated to you.

Billing

Your chosen package will be billed upfront on the day you first subscribe and renews automatically at the end of each billing period, monthly or annually as you chose when subscribing. Each renewed subscription period will be billed to your chosen payment method on the date of renewal. In the case of any failure to timeously pay any fees, we reserve the right to suspend or terminate your access to our Platform and/or Services.

Subscriptions Billed Through Shopify

If your subscription is billed through Shopify, Shopify charges you, in US dollars, and Shopify's billing terms and rules apply to that charge, including its renewal, its invoice and any refund of it. You change or cancel such a subscription in Shopify, using the Manage plan link on your billing page or your Shopify admin. Any other subscription is billed by us through our payment service provider, in South African rand.

Invoices

You will receive an invoice for any payments made which are also available in your account.

Secure Payments

We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service provider. In this regard, the terms and policies of the payment service provider will apply to you when you use their services. All payments made to us shall be made free of deduction, set-off or withholding.

Limitation

Your right to use our Platform is subject to any limits we or your credit card issuer or payment method service provider may establish. If payment cannot be charged to your payment card or payment method or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate a subscription placed and your access to the Platform and our Services. All approved payment methods are indicated on the Platform.

Promotional Offers

We may, from time to time, provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar Services or the option of receiving complimentary products or services with your order. You agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of our Services or the fee/s applicable to you.

Cancellation

You can cancel your subscription at any time if you wish to end your subscription. Where we bill you, you will retain access until the expiry of your current subscription period paid for. Where Shopify bills you, Shopify's rules decide when a cancellation takes effect. When a paid subscription ends, your account moves to the Free package: you may continue to use the features of that package, within its limits, and the features of your former package stop until you purchase a new subscription package.

Uninstalling from Shopify

Uninstalling our app from your Shopify store ends a subscription billed through Shopify for that store with immediate effect, not at the end of the billing period, and your account moves to the Free package at that point. Uninstalling does not cancel a subscription billed by us: that must be cancelled separately. After an uninstall we stop syncing that store, and Shopify asks us about 48 (forty-eight) hours later to erase the store's data.

Refunds

Unless otherwise required by applicable laws, we do not refund any fee which has been paid for any subscription package. This also means that we will not return any fee already paid where you terminate your use of the Platform or Services before the paid subscription period has lapsed entirely or where your account has been terminated for violating these Terms. The Cancellation and Uninstalling from Shopify provisions above set out how long access continues. See our Refund and Cancellation Policy for full details.

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5. Responsibilities and Warranties

Platform Warranties

By using the Platform and/or the Services, you warrant that:

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- you have not made any misrepresentations and the information provided in the registration process and/or during the use of the Platform or the Services about you, your company, any other persons and/or your/their status is true, accurate and complete in every aspect;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
- **you lawfully possess and submit all information to Trendy Data Visibility for the use of the Platform and the Services and hereby indemnify Trendy Data Visibility against any third-party claims that may arise due to the processing of the information shared by you with Trendy Data Visibility;**
- **where you use our Services on behalf of your company or organisation, you warrant that you have the authority and consent to sign-up to our Platform and Services and share personal information with us and indemnify Trendy Data Visibility against any third-party claims that may arise in respect the sharing of personal information;**
- you will not post, upload, replicate or transmit any abusive content on the Platform that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Platform or our Services;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end ‘look and feel’ of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that you do not own or do not have the right to publish or distribute;

- you will not use the Platform for any commercial purpose other than as expressly provided for herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above.

Failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing us to manifest all of our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority or instituting legal proceedings against you.

Connected Devices

The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

Service Availability

The User acknowledges that the Platform and Services may be subject to scheduled or unscheduled downtime and we do not guarantee uninterrupted availability of the Services.

Access to Platform in Breach

Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform where we believe (in our sole reasonable discretion) that you are in breach of any of these Terms.

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6. Data Processing

We will store and process all data you provide to us when signing up to our Services and through your account and when using the Services, in accordance with applicable data protection legislation in South Africa (including the Protection of Personal Information Act 4 of 2013 (“POPIA”)) and our Privacy Policy.

You hereby grant us the right to use and process your data as a responsible party and/or an operator (as defined under POPIA) for the purpose of providing our Services to you. We will process, store and maintain your data for such period of time necessary to provide our Services to you as our customer.

Please see our Privacy Policy for more information on how we process personal data.

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7. Messages and Advertising

Data Messages between You and Trendy Data Visibility

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages. Data messages we send to you will be regarded as received when the data message enters your email server inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites (“other sites”). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content. Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

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8. Intellectual Property

Our IP

All Platform content, website layout, website content, material, illustrations, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("the intellectual property") are owned (or co-owned or licenced, as the case may be) by Trendy Data Visibility, our shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

User Submitted IP

All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a non-exclusive, non-transferable licence to use such intellectual property to provide you with our Services including the use of our Platform.

No Modification of IP

Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform or arising from the Services are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates

We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP

Where any intellectual property has been licensed to us or belongs to any third party, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

User License

Subject to adherence to the Terms, we grant to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine of which you are the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission.

9. Indemnities and Disclaimers

Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided “as is” and “as available”. We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not Trendy Data Visibility. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

Trendy Data Visibility, its shareholders, directors, employees, and partners, accept no liability whatsoever for any loss, whether direct or indirect, or consequential, arising from or in connection with information made available on (or by means of) the Platform.

Trendy Data Visibility, its shareholders, directors, employees, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

Indemnities

You indemnify and hold harmless Trendy Data Visibility, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services in any way.

You agree to indemnify, defend, and hold Trendy Data Visibility, its shareholders, employees and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms.

This clause will survive termination of these Terms.

10. Dispute Resolution

Disputes between You and Trendy Data Visibility

Negotiation

Should any dispute, disagreement or claim arise between you and Trendy Data Visibility concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind within 10 calendar days of a demand.

Arbitration

If the dispute is not resolved after such negotiation, either party may refer the dispute to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by AFSA.

Jurisdiction

Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African Court for enforcement of arbitral awards, interim relief or matters not capable of arbitration. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No Publication

The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

Disputes between Users and Third Parties

Private Dispute

Should a dispute arise between a user and any third party service provider, said dispute is between these parties exclusively. Trendy Data Visibility is not responsible for fulfilling any function in any way or engaging in the dispute in any way.

Notification

Notwithstanding the above, the user must inform Trendy Data Visibility of the dispute for Trendy Data Visibility to log the issues experienced, and to try assist both parties in whatever way it deems fit but is under no obligation to do so.

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11. Termination of Use

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM AND SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

If you wish to terminate your agreement with us and these Terms, you may do so by cancelling your subscription, closing your account and ending use of our Platform. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

In the event of termination of your agreement with these Terms we will remove you from the Platform and delete your profile.

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12. Notices and Service Address

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of Trendy Data Visibility, at info@trendydatavisibility.com; or
- in the case of the user, at the e-mail address, cell phone number, and/or physical address provided when registering with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) calendar days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

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13. Company Information

Site owner: Trendy Data Visibility (Pty) Ltd

Legal status: Private Company

Registration number:2025/248218/07

Description of business: Data integration and visualisation platform

Platform address:www.trendydatavisibility.com

Email address:info@trendydatavisibility.com

Telephone number:071 181 6198

Registered address:107 Dorp Street, Stellenbosch, Western Cape, 7600

Postal address:107 Dorp Street, Stellenbosch, Western Cape, 7600

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14. General

Relationship Between the Parties: The relationship of the parties, inter se, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency or the like between them (except to the extent expressly stated herein). No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party (except to the extent expressly stated herein).

Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned.

Change Without Notice: The Platform and these Terms are subject to change by us without notice. These Terms are updated or amended from time to time and will be effective once we upload the

amended Terms to the Platform or communicate them to you. Your continued access or use of the Platform or our Services constitutes your acceptance to be bound by these Terms, as amended.

Entire Agreement: This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above (Change Without Notice), no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

No Indulgence: No indulgence, leniency or extension of time granted by Trendy Data Visibility shall constitute a waiver of any of our rights under these Terms and, accordingly, we shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against any user which may have arisen in the past or which might arise in the future.

Importation of Words: Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and vice versa.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay: In the event of a user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by us in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("Prohibited Provision"). Any breach of any such Prohibited Provision shall be governed by the "Severability" provisions above.

Third Party Benefits: Third parties may accept and enforce the benefits of these Terms to the extent expressly provided, but only with the written consent of Trendy Data Visibility. Nothing in these Terms grants any other rights to third parties beyond those explicitly stated.