



TERMS OF USE

Casia Africa (Pty) Ltd — casia.africa, its subdomains and the Casia applications

Legal Document – CASIA

Document Field	Detail
Document	Terms Of Use
Issued by	Casia Africa (Pty) Ltd
Registration number	2025/009960/07
Version	1.0
Effective date	23 April 2026
Last reviewed	10 September 2026
Physical address	First Floor, 353 Festival Street, Hatfield, Pretoria
Website	www.casia.africa
General enquiries	hello@casia.africa
Information Officer	privacy@casia.africa
Next review	Twelve months from last review, or earlier if the law or our practices change

Plain-language summary (not a substitute for the full Terms): These Terms govern your use of the Casia Africa website and all Casia products (Casia Care, Casia Spark, Casia Peyton, Casia Madibaz, Casia Safe and any future products). By creating an account or using the Platform you agree to them. Sections in **bold and capitals** limit our liability or place obligations on you — please read them carefully as required by section 49 of the Consumer Protection Act.



1. Who we are

- 1.1** The Platform is owned and operated by **Casia Africa (Pty) Ltd, a private company incorporated in the Republic of South Africa** ("Casia", "we", "us", "our**").
- 1.2** The following information is provided in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") and section 32 of the Companies Act 71 of 2008:

Item	Detail
Full legal name	Casia Africa (Pty) Ltd
Website	https://casia.africa
General enquiries	hello@casia.africa
Legal notices	legal@casia.africa
Privacy / Information Officer	privacy@casia.africa

- 1.3** "**Platform**" means the casia.africa website, all subdomains, mobile and web applications, application programming interfaces ("**APIs**"), the Casia data-routing infrastructure, and every Casia product, service, feature and item of content made available by Casia from time to time.

2. Acceptance and scope

- 2.1** These Terms of Use ("**Terms**") are a binding agreement between you and Casia. By accessing or using the Platform, clicking "I agree", registering an account, or otherwise indicating acceptance, you agree to these Terms, our Privacy Policy and our Cookie Policy, each of which is incorporated by reference. If you do not agree, you must not use the Platform.
- 2.2** Certain products or services are governed by **additional product-specific terms** (for example, a Casia Care Professional Agreement, Casia Spark School Agreement, Casia Madibaz Service Agreement, Partner or Reseller Agreement, API Terms, or a Data Processing / Operator Agreement) ("**Product Terms**"). Where Product Terms conflict with these Terms, the Product Terms prevail for that product.
- 2.3** If you use the Platform on behalf of a company, school, healthcare practice, public body or other organisation ("**Organisation**"), you warrant that you are authorised to bind that Organisation, and "you" includes that Organisation.
- 2.4** These Terms constitute a data message and an electronic agreement in terms of ECTA. Your electronic acceptance has the same legal effect as a handwritten signature.

3. Eligibility and accounts

- 3.1** You must be at least **18 years old** and have full legal capacity to register an account and accept these Terms.
- 3.2** **Children.** Certain Casia products (including Casia Spark and Casia Peyton) are designed to benefit learners under 18. Children may only use those products through an account created, supervised and consented to by a parent, legal guardian, or an authorised Organisation (such as a school) that holds the necessary parental consent, in accordance with section 35 of the Protection of Personal Information Act 4 of 2013 ("**POPIA**"). Casia does not knowingly permit children to contract with it directly.
- 3.3** You must provide accurate, current and complete registration information and keep it updated. You are responsible for all activity under your account and for keeping your credentials secure. Notify us immediately at security@casia.africa if you suspect unauthorised access.



- 3.4** Casia may require identity, professional-registration (e.g. HPCSA, SACE) or business verification before granting access to certain roles or features, and may suspend access pending verification.

4. Licence and permitted use

- 4.1** Subject to these Terms, Casia grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for its intended purpose.
- 4.2** You agree **not** to:
- (a) use the Platform for any unlawful purpose or in breach of any applicable law, including POPIA, the Cybercrimes Act 19 of 2020, the National Health Act 61 of 2003, the Children's Act 38 of 2005 or the Financial Intelligence Centre Act 38 of 2001;
 - (b) access, collect, scrape or attempt to access any data, account or system you are not authorised to access, or circumvent any access control or routing rule in the Casia data fabric;
 - (c) upload malware, interfere with the security, integrity or performance of the Platform, or conduct penetration testing without our prior written authorisation;
 - (d) reverse-engineer, decompile, disassemble or derive source code, models, algorithms or routing logic from the Platform except where expressly permitted by law;
 - (e) resell, sublicense, white-label or provide the Platform to third parties except under a written Partner Agreement;
 - (f) upload or share content that is unlawful, defamatory, discriminatory, harassing, infringing, or that you do not have the right to share (including another person's health, financial or personal information without lawful basis);
 - (g) misrepresent your identity, professional status or affiliation, or impersonate any person or entity;
 - (h) use automated means (bots, crawlers, AI agents) to access the Platform other than via our documented APIs under an API key issued to you;
 - (i) use the Platform to send unsolicited commercial communications in breach of section 45 of ECTA, section 69 of POPIA or section 11 of the Consumer Protection Act 68 of 2008 ("**CPA**").
- 4.3** Casia may monitor use of the Platform for security, compliance and service-improvement purposes, in accordance with the Privacy Policy.

5. Your content and data

- 5.1** "**Your Content**" means all data, documents, records, images, messages and other material that you or your users submit to the Platform. You retain ownership of Your Content.
- 5.2** You grant Casia a worldwide, non-exclusive, royalty-free licence to host, store, process, transmit, route, display, back up and otherwise use Your Content solely to provide, secure, maintain and improve the Platform, to comply with law, and as otherwise described in the Privacy Policy and any Product Terms.
- 5.3** You warrant that you have obtained all consents, authorisations and lawful bases required (including under POPIA, the National Health Act and the Children's Act) to submit Your Content to the Platform and to allow Casia to process it as contemplated in these Terms.
- 5.4** **Roles under POPIA.** Where Casia decides the purpose and means of processing personal information (for example, your account and billing information, website analytics), Casia acts as **responsible party**. Where an Organisation uses a Casia product to process the personal information of its own patients, learners, customers, employees or community members, the Organisation is the **responsible party** and Casia acts as **operator** under section 21 of POPIA, on the terms of the applicable Data Processing / Operator Agreement, which forms part of the Product Terms.
- 5.5** **Aggregated and de-identified data.** Casia may create and use de-identified, aggregated or statistical data derived from use of the Platform (which cannot reasonably be used to identify any person) for research, impact measurement, product development and public reporting. Casia will not attempt to re-identify such data.



- 5.6** Casia may remove or disable access to any content that it reasonably believes breaches these Terms or the law, and may preserve and disclose content where required by law or lawful authority.

6. Healthcare, education and safety products — important notices

- 6.1 Casia Care is not a medical service.** Casia Care is a technology platform that connects healthcare professionals, community health workers, patients and other appropriate participants. Casia does not itself provide medical advice, diagnosis or treatment, is not a healthcare provider, and is not a substitute for professional medical care. Healthcare professionals using the Platform remain solely responsible for their clinical judgement, their professional obligations (including under the Health Professions Act 56 of 1974 and HPCSA ethical rules) and for complying with sections 14–17 of the National Health Act regarding patient confidentiality and access to records.
- 6.2 Emergencies.** The Platform is not an emergency service. In an emergency contact **10177** (ambulance), **10111** (police) or **112** (from a mobile phone).
- 6.3 Education products** support, and do not replace, educators, schools, the Department of Basic Education or parents. Assessments, pathways and recommendations are informational only.
- 6.4 Casia Safe** and other community-wellbeing products depend on information provided by users and partners. Casia does not verify every report and does not guarantee that any response will be provided by any partner, emergency service or public body.
- 6.5 Automated decision-making.** Where the Platform uses algorithms, scoring or artificial intelligence to generate recommendations, no decision that has legal or similarly significant effects on a person will be based solely on automated processing without human review, in accordance with section 71 of POPIA. You may request human review of any such recommendation through the Information Officer.

7. Payments, fees and financial services

- 7.1** Fees for paid products are set out on the Platform or in the applicable Product Terms and are in South African Rand, inclusive of VAT unless stated otherwise. Casia may change fees on 30 days' written notice; changes apply from the start of your next billing period.
- 7.2 Debit orders.** Where you authorise a debit order or DebiCheck mandate, you authorise Casia (or its appointed payment service provider, acting through a PASA/PayInc-registered system operator) to collect the agreed amounts from your nominated account on the agreed dates. You may cancel a mandate with your bank or by notice to us, without prejudice to amounts already due. Returned or disputed debits may attract bank charges and may result in suspension.
- 7.3 Card payments** are processed by a PCI DSS-compliant third-party payment processor. Casia does not store full card numbers on its own systems.
- 7.4 Payment collection on behalf of Organisations.** Where a Casia product enables an Organisation to collect payments from its own customers, the Organisation is solely responsible for the underlying goods or services, for obtaining valid mandates and consents from its customers, and for compliance with the National Payment System Act 78 of 1998, PASA/PayInc rules, the CPA, the National Credit Act 34 of 2005 (where applicable) and FICA. Casia acts only as a technology intermediary and, where applicable, as a third-party payment provider under the rules of the applicable payment system.
- 7.5 Cooling-off (ECTA s 44).** If you are a consumer who concluded an electronic transaction with us, you may cancel it without reason or penalty within 7 days after conclusion of the agreement (for services) or after receipt (for goods), unless an exception in section 42 of ECTA applies. Refunds will be made within 30 days.
- 7.6** Overdue amounts bear interest at the prescribed rate under the Prescribed Rate of Interest Act 55 of 1975 from due date to date of payment, and Casia may suspend the Services on 7 days' notice for non-payment.



8. Intellectual property

- 8.1** The Platform, including all software, source and object code, the Casia data-routing fabric (patent pending), databases, designs, user interfaces, text, graphics, logos, mascots, trade marks (including CASIA, CASIA AFRICA, CASIA CARE, CASIA SPARK, CASIA PEYTON, CASIA MADIBAZ, CASIA SAFE, CASIA VOICE, CASIA HORIZON, CASIA ROOTS, CASIA HEARTH and CASIA BONDS) and all related intellectual property rights, are owned by or licensed to Casia and are protected by the Copyright Act 98 of 1978, the Trade Marks Act 194 of 1993, the Patents Act 57 of 1978, the Designs Act 195 of 1993 and international treaties.
- 8.2** Nothing in these Terms transfers any intellectual property to you. All rights not expressly granted are reserved.
- 8.3** **Feedback.** If you provide suggestions or feedback, you grant Casia a perpetual, irrevocable, royalty-free licence to use it without obligation to you.
- 8.4** **Infringement notices.** If you believe content on the Platform infringes your rights, send a take-down notice complying with section 77 of ECTA to legal@casia.africa, including your full name and address, a description of the right and the infringing material, the remedial action required, and a statement that you are acting in good faith and that the information is accurate.

9. Third-party services and links

- 9.1** The Platform may integrate with or link to third-party services (payment processors, banks, cloud hosting, messaging providers, government or partner systems, social media). Casia does not control and is not responsible for third-party services, their content or their privacy practices. Your use of them is at your own risk and subject to their terms.

10. Availability, support and changes

- 10.1** Casia will use commercially reasonable efforts to keep the Platform available, but does not guarantee uninterrupted or error-free operation. Planned maintenance will be notified where reasonably possible. Service levels, if any, are set out in the applicable Product Terms.
- 10.2** Casia may modify, suspend or discontinue any feature or product on reasonable notice. Where a paid product is discontinued, Casia will refund any pre-paid fees for the unused period.
- 10.3** Casia may amend these Terms. Material changes will be notified by email or in-Platform notice at least **30 days** before they take effect. Continued use after the effective date constitutes acceptance. The current version is always available at <https://casia.africa/legal/terms-of-use>.

11. Suspension and termination

- 11.1** You may stop using the Platform and close your account at any time (subject to any minimum term in the Product Terms).
- 11.2** Casia may suspend or terminate your access immediately if you materially breach these Terms, present a security or legal risk, fail to pay fees after notice, or if required by law. Casia will give reasonable notice where the circumstances allow.
- 11.3** On termination, your right to use the Platform ends; clauses that by their nature survive (including 5.4–5.5, 8, 12, 13, 14 and 16) continue to apply. Data retention and return/deletion on termination are governed by the Privacy Policy and any Operator Agreement.

12. Warranties and disclaimers

- 12.1** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". CASIA DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT ANY CONTENT, RECOMMENDATION, PATHWAY OR REPORT IS ACCURATE, COMPLETE OR SUITABLE FOR ANY PARTICULAR PURPOSE.



- 12.2** Nothing in these Terms excludes any warranty, right or remedy which cannot lawfully be excluded, including under the CPA where it applies to you.

13. Limitation of liability

- 13.1** TO THE FULLEST EXTENT PERMITTED BY LAW, CASIA, ITS DIRECTORS, EMPLOYEES, PARTNERS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFIT, REVENUE, DATA, GOODWILL OR BUSINESS OPPORTUNITY, ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM OR THESE TERMS, WHETHER IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS.
- 13.2** CASIA'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS IN ANY 12-MONTH PERIOD IS LIMITED TO THE GREATER OF (A) THE FEES YOU PAID TO CASIA IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) R[10 000].
- 13.3** The limitations in this clause do not apply to liability for death or personal injury caused by Casia's gross negligence, fraud, wilful misconduct, or any liability which cannot be limited by law (including section 51 of the CPA and section 49 of ECTA).
- 13.4** **CLINICAL AND PROFESSIONAL RESPONSIBILITY.** Casia is not liable for any act or omission of any healthcare professional, educator, Organisation, partner, emergency service or public body using or connected through the Platform.

14. Indemnity

- 14.1** You indemnify and hold Casia harmless against all claims, losses, damages, fines, penalties and costs (including legal costs on the attorney-and-own-client scale) arising from (a) your breach of these Terms or applicable law; (b) Your Content; (c) your failure to obtain necessary consents or lawful bases for processing personal information; or (d) your use of the Platform in a manner not authorised by these Terms.

15. Data protection and security

- 15.1** Casia processes personal information in accordance with POPIA and the Privacy Policy. Casia implements appropriate, reasonable technical and organisational measures under section 19 of POPIA, including encryption in transit and at rest, role-based access control, logging and monitoring, and regular security assessments.
- 15.2** **Security incidents.** Casia will notify the Information Regulator and affected data subjects of any security compromise as required by section 22 of POPIA, and will notify Organisations for whom it acts as operator without undue delay after becoming aware of a compromise affecting their data.
- 15.3** **Responsible disclosure.** Security researchers may report vulnerabilities to security@casia.africa. Casia will not pursue legal action against good-faith research conducted in accordance with our responsible-disclosure guidelines.

16. Governing law, disputes and complaints

- 16.1** These Terms are governed by the laws of the Republic of South Africa. Subject to clause 16.4, you consent to the jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.
- 16.2** **Complaints.** Please first contact us at legal@casia.africa. We aim to acknowledge complaints within 2 business days and resolve them within 15 business days.
- 16.3** **Alternative dispute resolution.** If a dispute is not resolved within 30 days, either party may refer it to mediation and, failing settlement, to arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA), in Pretoria, in English, before a single arbitrator. This clause does not prevent either party from seeking urgent or interdictory relief from a court.
- 16.4** **Consumer rights.** Nothing in this clause limits your right, if you are a consumer, to approach the National Consumer Commission, the Consumer Goods and Services Ombud, the Information Regulator (POPIA complaints), an applicable industry ombud, or a court with jurisdiction (including a Magistrates' Court).



-
- 16.5 Users outside South Africa.** If you access the Platform from another country, you are responsible for compliance with local law. Nothing in these Terms deprives you of mandatory consumer or data-protection rights under the law of your country of residence.

17. General

- 17.1 Notices.** Casia chooses its physical address in clause 1.2 as its *domicilium citandi et executandi*. Notices to you may be sent to the email address on your account and are deemed received on the day of transmission (or the next business day if sent after 17:00 or on a non-business day).
- 17.2 Entire agreement.** These Terms, the Privacy Policy, the Cookie Policy and any Product Terms constitute the entire agreement regarding the Platform and supersede all prior agreements.
- 17.3 Severability.** If any provision is unenforceable, it will be severed and the remaining provisions remain in force.
- 17.4 No waiver.** Failure to enforce any right is not a waiver.
- 17.5 Assignment.** You may not assign these Terms without our consent. Casia may assign them to a successor or affiliate on notice to you.
- 17.6 Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control (including load-shedding, network outages beyond our control, acts of government, epidemics, civil unrest or natural disasters).
- 17.7 Language.** These Terms are in English. Translations are for convenience; the English version prevails.
- 17.8 PAIA.** Casia's Promotion of Access to Information Act manual is available at <https://casia.africa/legal/paia-manual>.

Questions? hello@casia.africa | Privacy: privacy@casia.africa | Legal: legal@casia.africa

Casia Africa (Pty) Ltd. Tshwane, Gauteng, South Africa.