



RSVP GENIE

Terms and Conditions

WHAT'S INSIDE

Our Terms and Conditions document outlines everything you need to know about using RSVP Genie. Inside, you'll find:

- **Package Usage:** Details on activation, hosting, and validity.
- **Payments:** Clear guidelines for processing and access.
- **Fair Use & Conduct:** Policies ensuring quality service and ethical use.
- **Support & Lifecycle:** Professional setup, project timelines, and data management.
- **Liability & Security:** Our commitments and limitations to protect you.

This document is designed to ensure transparency and provide a smooth and secure experience for all our clients. We encourage you to review it carefully to fully understand how RSVP Genie supports your event management needs.

Acceptance of terms

By subscribing to or using any packages and services offered by RSVP Genie (Pty) Ltd ("the Service"), you agree to be bound by these terms and conditions ("Terms"). If you do not accept these Terms, you are prohibited from using the Service.

Amendments to terms

RSVP Genie (Pty) Ltd reserves the right to amend these Terms at any time. Users will be notified of any changes and will have the option to terminate their use of the Service if they do not agree to the amended Terms.



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Compliance with laws

- Users must ensure that their use of the Service complies with all local, national, and international laws, including but not limited to those related to data protection and privacy such as the Protection of Personal Information Act (POPIA).
- Users are responsible for obtaining consent from participants to collect, use, and store their data in accordance with relevant legislation

Data security and privacy

- RSVP Genie (Pty) Ltd commits to protecting the security and privacy of the user's data in accordance with our Privacy Policy and applicable laws.
- Users acknowledge that the Internet is not a secure environment and that the Service uses reasonable security measures to protect user data but cannot guarantee absolute security.

Disclaimer

By accessing and using the RSVP Genie website, you acknowledge and agree that the Service is provided "as is" and "as available" without any warranties of any kind. We do not guarantee the accuracy, completeness, or reliability of the Service. Your use of the Service is at your own risk. RSVP Genie disclaims all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Service will be uninterrupted, secure, or error-free.



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Disclaimer of warranties

- **Use at Your Own Risk:** The use of our RSVP Genie software and any related services is at your own risk. The software is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied.
- **No Warranty of Error-Free Operation:** We do not warrant that the software will be uninterrupted, timely, secure, or error-free. While we strive to maintain the performance and accuracy of our software, we cannot guarantee that it will always be free of bugs, inaccuracies, or other issues.
- **No Guarantee of Accuracy:** We make no warranties or representations about the accuracy or completeness of the content provided through the software.
- **Third-Party Services:** Our software may integrate with or allow access to third-party services. We make no warranties or representations about the reliability or performance of such third-party services. Your use of these services is at your own risk.
- **Modifications and Updates:** RSVP Genie reserves the right to modify, update, or discontinue the software at any time without notice. We do not warrant that any changes will be error-free or that defects will be corrected.

Fair use policy

Our fair use policy ensures that all clients can enjoy optimal performance and service quality. While our packages offer various "unlimited" features and generous allowances, we reserve the right to review and limit usage if it exceeds typical patterns, impacting the service quality for other users. We will work with you to find a suitable solution if your usage significantly exceeds standard operating levels.



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Governing Law

These Terms shall be governed by and construed in accordance with the laws of South Africa, without giving effect to any principles of conflicts of law.

Hosting and activation

- **Hosting Commencement:** Hosting services for a project begin upon activation of the package. The duration of hosting is specified within each package (e.g., 1 month for the Simple Event Package).
- **Project Duration:** Once activated, the project duration is limited to the hosting period specified in the package. Additional hosting can be purchased if needed.
- **Package Activation:** The activation of a package signifies the start of the project, during which all included features and services are available.

Indemnification

You agree to indemnify, defend, and hold harmless RSVP Genie and its affiliates from any claims, losses, damages, liabilities, including legal fees, arising out of your use or misuse of the software, your violation of these terms, or your violation of any third-party rights.



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Intellectual property

All intellectual property rights in the Service, including software, documentation, and content provided, remain the property of RSVP Genie (Pty) Ltd or its licensors and are protected by copyright and intellectual property laws.

Intended use

The Service is intended for use by event managers and companies for the purpose of effectively communicating with people regarding events. The Service is not intended for cold-marketing purposes or unsolicited communication.

Limitation of liability

RSVP Genie (Pty) Ltd shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages. This includes, but is not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses.





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Package purchase and validity

- **Purchasing Packages:** Clients can purchase multiple packages upfront (e.g. 25 packages), which will remain in their tenant account for 12 months from the date of purchase.
- **Package Activation:** The hosting duration for each package begins only once the package is activated for a specific event. Activation starts the project duration, during which hosting services are provided.
- **Validity Period:** Each purchased package is valid for 12 months from the date of purchase. If not activated within this period, the package will expire and will not be eligible for a refund.
- **Add-on features:** Clients can purchase additional components and services to enhance active packages/projects.
- **Coming soon features:** RSVP Genie is continuously upgrading, with additional elements becoming available for inclusion in projects to enhance functionality and meet the evolving needs of your events. For more detailed information, please refer to the packages guide.

Payment processing disclaimer

RSVP Genie does not collect, store, or have access to your credit card or banking information. All payments for our licensing and related services are securely processed through PayFast, a trusted third-party payment gateway. When making a payment, users will be redirected to PayFast's secure platform, where they will be required to enter their payment details to complete the transaction. We recommend reviewing [PayFast's Privacy Policy](#) for more information on how they manage and protect your payment data.



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- **Upfront Payment:** All payments for packages, including additional services and components, are required upfront.
- **Credit Card:** A valid credit card is required for payment. We do not store your credit card information, so you will need to provide the details for each transaction.
- **Invoice and Receipt:** Upon payment, clients will receive a receipt for their records and an invoice within 72 hours.
- **EFT Option:** You can pay via EFT; however, the service only becomes available once your payment reflects in our bank account.
- **Access:** Access to packages is immediate upon receipt of successful payment.

Professional setup services

- **ProSetup:** Our expert team will handle the comprehensive setup of your RSVP website, integrating your provided content to ensure a quick and efficient event launch.
- **ProSetupPLUS:** Building upon ProSetup, this service includes ongoing project management and administrative support throughout the event lifecycle.
- **Client Responsibility:** Clients are responsible for providing all necessary artwork, form fields, and content for mailers.



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Project duration and termination

- The project duration is limited to the hosting period specified in the package and commences when the project is activated. Additional hosting can be purchased.
- The project and all associated private information, including the guest database, will be deleted from our servers upon conclusion of the hosting period as outlined in the package purchased. If additional hosting was applied (maximum 12 months), the updated hosting end date can be found under Projects
- Users may request early termination; however, no refunds will be provided for the remaining period.

User conduct and content policy

- Users agree not to use the Service to send spam or otherwise send content that would violate these Terms.
- Users are prohibited from using the Service to harass, abuse, shame, exclude, or discriminate against individuals based on race, colour, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or any other characteristic.
- It is strictly prohibited to upload or distribute inappropriate content.

Zero Tolerance policy

RSVP Genie (Pty) Ltd maintains a zero-tolerance policy for the use of its Service in any manner that promotes or engages in harassment, abuse, defamation, discrimination, or harm against individuals or groups.



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Final notes

Thank you for reviewing our Terms and Conditions. To ensure you always have the latest information, our most current Terms and Conditions, as well as our Privacy Policy, are available on our website at www.rsvpgenie.co.za. We encourage you to visit regularly, as these documents are continuously updated to reflect any changes.

If you have any questions, concerns, or require further clarification, please don't hesitate to contact us at thegenie@rsvpgenie.co.za. Our team is always ready to assist you.

Additionally, to support you in making the most of your RSVP Genie experience, we offer a comprehensive knowledge base on our website. This resource is designed to guide you in setting up and managing your RSVP sites with ease, ensuring a smooth and successful event. We are committed to providing you with the tools and support you need!

We genuinely hope that you find RSVP Genie as magical and rewarding to use as we have found it to create and bring to life.

Happy building, and best wishes from your Genies,

Martin & Corrine

