

DynamicMail Commercial Terms - South Africa (ZA) - en-ZA

Version 1.1. Effective from 2026-05-18.

These Commercial Terms govern business use of DynamicMail, DynamicBooks, Data Rooms, Agents, and related software services provided by Eregis, Inc. (Eregis). They apply to the customer or sender that accepts these terms, signs an order, uses the services, or uses the services through an authorised reseller or partner.

These terms are DynamicMail's published commercial terms for the selected locale and country. They are generated from source-backed country materials and product policy. They do not state or imply external counsel approval unless a separate approval notice is attached to the published asset.

1. Services

1.1 DynamicMail

DynamicMail provides software for business communication workflows. Depending on the purchased plan and enabled features, DynamicMail may support preparing, sending, receiving, routing, classifying, archiving, signing, summarising, extracting structured data from, and tracking business communications and related documents.

DynamicMail delivery, mailbox, identity verification, signature, payment, and government connectivity are described in provider-neutral terms unless the applicable locale-specific provider policy expressly permits named-provider wording. Public terms must not name or commit to a specific delivery, mailbox, identity, signature, payment, or government provider unless the country override and locale policy allow it.

The services are software, automation, document, mailbox, billing, bookkeeping, and related workflow services. Customers must review the order, plan limits, fees, taxes, support, cancellation, privacy, acceptable-use, and data-processing terms before using the services.

DynamicMail may send notices by email, in-product messages, account dashboard, billing messages, support portal, API or webhook messages, or other agreed electronic channels, unless a different method is required by law or the order.

1.2 DynamicBooks

DynamicBooks provides software features that help customers organise invoices, payment references, document records, bookkeeping support data, and business administration workflows. DynamicBooks does not replace the customer's accounting, tax, legal, audit, or statutory reporting obligations.

The customer remains responsible for reviewing outputs, maintaining required books and records, applying the correct tax treatment, filing required reports, and obtaining professional advice where needed.

DynamicBooks is software that helps organise and process business records. It does not replace the customer's professional legal, tax, accounting, audit, filing, or reporting review.

DynamicBooks is software support only and is not legal, tax, accounting, audit, filing, reporting, or professional advice. Customers remain responsible for reviewing records, invoices, taxes, filings, reports, retention, and professional obligations.

Customers are responsible for maintaining books, records, source documents, invoices, exports, and backups needed for their legal, tax, accounting, and business obligations.

Customers must review invoice templates, tax settings, document capture, classifications, and exports for accuracy before relying on them for billing, tax, accounting, or reporting.

Customers should export and retain records for as long as required by law, their advisors, and their own business needs.

DynamicBooks may support exports and integrations where available, but customers remain responsible for any official submissions, filings, and reporting.

1.3 Data Rooms

Data Rooms provide controlled document workspaces for business documents, counterparties, internal teams, and authorised external participants. Data Rooms may include access controls, document organisation, permissions, audit events, and collaboration features.

The customer is responsible for selecting authorised users, configuring access, reviewing shared materials, and removing access when no longer required.

Data Rooms are document workspace software features. Availability, retention, access controls, audit exports, and participant permissions depend on the applicable plan, order, country override, and customer configuration.

1.4 Agents

Agents provide software-assisted workflows for document review, classification, extraction, drafting, summarisation, routing, reminders, and operational tasks. Agents may use automation and AI-supported processing, but they do not replace customer review, approval, professional judgment, or legal, tax, accounting, financial, medical, or regulated advice.

The customer is responsible for reviewing Agent outputs before relying on them, sending them, signing them, filing them, booking them, paying them, or using them in regulated or high-impact decisions.

Agents are software-assisted workflow features. Agent availability, supported tasks, usage limits, human-review requirements, and AI-supported processing depend on the applicable plan, order, country override, and service configuration.

1.5 Agent Credits

Agent credits are software usage credits that allocate access to eligible Agent features, AI processing, automation runs, or usage tiers. Agent credits are not cash, stored value, deposits, transferable funds, regulated payment balances, or money transmission balances. Agent credits have no cash value, are not redeemable for money, are not transferable except as expressly allowed within the customer's account, and may expire or be consumed according to the applicable plan, order, or usage policy.

Agent credits are non-cash software usage credits. They are not cash, stored value, deposits, transferable funds, regulated payment balances, refund balances, wallets, or redeemable monetary value.

2. Access, Accounts, And Administration

The customer must provide accurate account, billing, tax, and administrator information. The customer is responsible for all activity under its account, for configuring user permissions, and for ensuring that authorised users comply with these terms.

The customer must protect credentials, integration keys, signing permissions, administrator roles, and any connected systems. The customer must promptly notify Eregis of unauthorised access, compromised credentials, suspected misuse, or security incidents affecting the services.

Access to beta, preview, pilot, integration, reseller, partner, or API features may be limited, changed, or withdrawn. Any feature-specific order, data processing addendum, service description, or security exhibit controls if it expressly conflicts with this template.

3. Customer Content And Responsibilities

The customer is responsible for all documents, messages, recipient data, sender data, metadata, invoices, payment references, Data Room files, Agent inputs, Agent instructions, and other content submitted to or generated through the services.

The customer must have all rights, consents, notices, authorisations, and lawful bases required to use the services, send communications, process personal data, invite users, request signatures, store records, and use connected systems.

The customer must ensure that communications are accurate, lawful, relevant to the recipient, and sent for a legitimate business purpose. The customer must not use the services to avoid required notices, consumer protections, regulated delivery rules, record-retention duties, or identity-verification rules.

4. Acceptable Use

The customer must not use the services to:

- violate law, sanctions, export controls, court orders, regulatory orders, or third-party rights;
- send unlawful, deceptive, harassing, hateful, threatening, exploitative, defamatory, or infringing content;
- distribute malware, phishing, credential-harvesting materials, spam, bulk advertising, or unsolicited communications outside an approved plan;
- interfere with service security, availability, authentication, rate limits, logging, monitoring, or abuse controls;
- reverse engineer, scrape, crawl, benchmark for competitive purposes, resell without authorisation, or create derivative services from the platform;
- use Agents or AI-supported features to make decisions requiring professional or regulated judgment without appropriate human review;
- upload sensitive, restricted, or regulated data unless the applicable plan, data processing terms, and country override allow that use; or
- use agent credits in a way that presents them as money, stored value, deposits, transferable funds, regulated payment balances, or redeemable balances.

Nothing in these terms excludes, restricts, or modifies rights that cannot be excluded, restricted, or modified under South African law.

DynamicMail may request identity, account-authority, tax, or verification information only where needed for the services, security, billing, legal compliance, or a reviewed workflow.

5. Integrations And Provider-Neutral Connectivity

The services may interoperate with third-party systems, identity services, signature services, mailbox or delivery networks, payment processors, accounting systems, cloud providers, government systems, and customer-managed infrastructure.

Public terms must describe these integrations by function only unless the applicable locale-specific provider policy expressly permits named-provider wording. The availability, routing, eligibility, identity checks, signing method, payment method, delivery method, government connectivity, and provider selection may vary by country, customer configuration, reseller, plan, and technical readiness.

The customer is responsible for accounts, permissions, consents, fees, configuration, and compliance obligations for customer-selected third-party systems. Eregis is not responsible for a third-party system outside its control, except as required by applicable law or an express written agreement.

6. Pricing, Payments, Taxes, And Invoicing

The customer must pay all fees, usage charges, subscription charges, overage charges, taxes, duties, withholding amounts, and other amounts stated in the applicable order, pricing page, reseller agreement, or invoice.

Unless the applicable order states otherwise, fees are exclusive of taxes. The customer is responsible for taxes, duties, government charges, and required withholding, except taxes based on Eregis income. If withholding is required by law, the customer must provide required documentation and pay additional amounts where the agreement requires gross-up or where local law allows it.

Invoices, receipts, credit notes, refunds, tax registration details, payment methods, late-payment charges, suspension rights, and billing cycles are governed by the applicable order and country override. Usage-based charges may be billed in arrears. Prepaid software usage allocations, including agent credits, may be consumed, expire, or reset as described in the applicable plan.

Fees are exclusive of taxes unless the order says otherwise. Customers are responsible for providing accurate tax and billing information and for taxes that apply to their purchase or use of the services.

DynamicMail may issue invoices, tax invoices, receipts, credit notes, debit notes, or account adjustments where applicable. Customers must review invoices promptly and provide accurate billing and tax details.

Taxes may depend on the customer's location, tax status, the contracting entity, the invoice issuer, and applicable tax rules. Customers remain responsible for their own tax filings and professional advice.

DynamicMail may provide invoice exports, records, or integrations where available, but customers remain responsible for required tax, accounting, and authority submissions.

Account credits, service credits, and software usage credits are not cash unless the order expressly states a lawful monetary refund route. Tax corrections may be handled separately from service credits.

Invoices and receipts may include: Supplier name; Supplier address; Supplier VAT registration number where applicable; Recipient name, address, and VAT registration number where required by the VAT rules; Serialised invoice number; Invoice date; Description of goods or services; Quantity or extent of goods or services; Consideration, VAT amount, and VAT-inclusive or separately stated totals as applicable.

7. Data Protection, Security, And Confidentiality

Each party must comply with applicable data protection, privacy, security, and confidentiality obligations. Where Eregis processes personal data for the customer, the parties must apply the applicable data processing addendum or equivalent processor terms.

The customer is responsible for the lawfulness, accuracy, minimisation, retention, access controls, notices, and instructions for personal data submitted to the services. Eregis must maintain appropriate technical and organisational measures for the services and must process customer personal data according to documented instructions, except where law requires otherwise.

Subprocessors, hosting regions, transfer mechanisms, retention periods, security exhibits, and country-specific privacy rights must be drawn from approved source material and published only in the level of detail approved for the locale. Provider names may be listed only where the public-provider policy for the locale permits them.

Customers are responsible for the legality, accuracy, notices, permissions, minimisation, and retention instructions for personal information they submit to or process through the services.

DynamicMail will process personal information as described in the agreement, privacy notice, and data-processing terms. Customers must have the rights and notices needed to upload, connect, send, receive, store, analyze, and instruct processing of personal information through the services.

DynamicMail may request identity, account-authority, tax, or verification information only where needed for the services, security, billing, legal compliance, or a reviewed workflow.

The services may involve processing, storage, support, or subprocessor access outside South Africa as described in the agreement, privacy notice, data-processing terms, or order.

DynamicMail may retain records for the periods needed to provide the services, meet legal, tax, accounting, security, audit, support, and dispute obligations, and follow customer instructions where applicable.

Requests about personal information in customer-controlled content may need to be directed to the customer, while requests about DynamicMail-controlled account or billing information may be handled by DynamicMail under its privacy process.

Confidential information may be used only to perform or receive the services, protect rights, comply with law, or exercise remedies. Confidentiality obligations do not apply to information that is public through no breach, already known without duty of confidentiality, independently developed, or lawfully received from a third party.

8. Intellectual Property And Feedback

Eregis and its licensors retain all rights in the services, software, documentation, templates, workflows, models, designs, APIs, and platform technology. The customer receives only the limited right to use the services during the subscription term and according to these terms.

The customer retains rights in customer content. The customer grants Eregis the rights needed to host, process, transmit, transform, display, secure, support, troubleshoot, and operate customer content for the services and as otherwise permitted by the agreement.

Feedback may be used without restriction or compensation unless a separate written agreement says otherwise. Feedback must not include confidential information unless the parties have agreed to handle it as confidential.

9. Support, Availability, And Changes

Support, service levels, maintenance windows, incident notices, and onboarding are provided according to the applicable plan, order, reseller terms, or service description.

Eregis may improve, modify, suspend, or discontinue features where the change does not materially reduce the customer's purchased service during the active term. Material adverse changes to these terms or purchased service commitments must be communicated according to the notice period required by the applicable order or country override.

10. Suspension

Eregis may suspend access to the services, features, integrations, Data Rooms, Agents, sending, receiving, signing, payment-related features, or API access where reasonably necessary to address non-payment, security risk, suspected misuse, legal risk, provider restriction, service integrity, or violation of these terms.

Where practical and lawful, Eregis will give notice and an opportunity to resolve the issue. Immediate suspension may apply for urgent security, legal, abuse, provider, or platform integrity reasons.

11. Term, Termination, Export, And Deletion

These terms begin when the customer accepts them, signs an order, starts using the services, or uses the services through an authorised reseller or partner. They continue until terminated or replaced.

Either party may terminate according to the applicable order, reseller agreement, country override, or mandatory law. Eregis may terminate for material breach, non-payment, illegal use, security risk, provider restriction, insolvency risk, or discontinued service availability where permitted by law.

After termination, the customer's right to use the services ends. Export, retention, deletion, transition assistance, backup handling, Data Room access, Agent output access, and statutory record requirements are governed by the applicable order, data processing terms, and country override.

Customers remain responsible for exporting and retaining copies of notices, documents, invoices, records, and reports needed for their own legal, tax, accounting, or operational obligations.

Account credits, service credits, and software usage credits are not cash unless the order expressly states a lawful monetary refund route. Tax corrections may be handled separately from service credits.

12. Disclaimers

The services are software tools. They do not provide legal, tax, accounting, audit, financial, medical, employment, government filing, or regulated professional advice. DynamicBooks outputs, Agent outputs, extracted data, summaries, routing recommendations, payment references, and document classifications require customer review.

Except as expressly stated in a written agreement or required by law, the services are provided without implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, error-free operation, or achievement of a particular legal, tax, accounting, delivery, payment, signature, identity, or business outcome.

13. Liability

Each party is responsible for direct losses caused by its breach, negligence, willful misconduct, confidentiality breach, data protection breach, or violation of law, subject to the exclusions and limits allowed by applicable law.

Neither party is liable for indirect, incidental, special, consequential, exemplary, punitive, lost profit, lost revenue, lost goodwill, lost data, business interruption, replacement service, or loss of opportunity damages, except where such exclusion is not allowed by law.

Eregis aggregate liability for claims under or relating to the services is limited to the liability cap stated in the applicable order, or if no specific cap is stated, the fees paid or payable for the affected services during the twelve months before the event giving rise to liability, subject to mandatory law, except for liability that cannot be limited by law or liability expressly carved out in the applicable order or country override.

14. Indemnity

The customer must defend and indemnify Eregis against third-party claims arising from customer content, unlawful instructions, unauthorised use, misuse of the services, violation of acceptable use obligations, violation of third-party rights, or use of the services in breach of these terms.

Eregis must defend the customer against third-party claims alleging that the unmodified services infringe intellectual property rights, except where the claim arises from customer content, customer instructions, unsupported combinations, unauthorised modification, continued use after notice, or use outside the agreement.

15. Notices

Legal notices must be sent to 10655 NE 4th St, Suite 630, Bellevue, WA 98004, US and support@dynamicmail.ai, or to another notice address published by Eregis. Customer notices may be sent to the account owner, administrator, billing contact, reseller, product notification channel, or address in the applicable order.

Electronic notices are permitted where allowed by law and the country override. The customer must keep administrator, billing, tax, and notice details current.

16. Assignment, Resellers, And Affiliates

The customer may not assign the agreement without prior written consent, except as allowed by mandatory law. Eregis may assign to an affiliate or successor in connection with a merger, reorganisation, sale of assets, or change of control.

If the customer buys through a reseller or partner, commercial terms such as payment, ordering, renewal, and support may be handled by that reseller or partner. Product use, acceptable use, data protection, provider-neutrality, agent-credit, and platform safety obligations continue to apply to the customer's use of the services.

17. Governing Law And Disputes

These terms are governed by the law identified in the applicable order and applicable mandatory law in South Africa, without regard to conflict-of-law rules unless mandatory law requires otherwise.

Disputes must be resolved in the forum, venue, arbitration process, regulator process, or court stated in the applicable order, or another forum required by mandatory law, unless the applicable order, reseller agreement, mandatory law, or country override requires a different forum, venue, consumer or small-business protection process, regulator process, injunctive relief path, or arbitration rule.

18. Country Overrides

Country overrides supplement or replace the global template only to the extent required by source-backed local law, mandatory disclosure, commercial practice, or approved product availability.

Mandatory Disclosures

DynamicMail may ask customers to provide accurate legal, account, administrator, billing, tax, and service-use information needed to provide services, issue invoices, manage support, and comply with applicable requirements.

Electronic Contracting

A customer accepts the agreement through a signed order, online acceptance, account administration, or use of the services after the terms are made available, where permitted by law.

Electronic Signatures And Records

Electronic approvals and signatures may be used where permitted by law and by the applicable workflow. Some documents or notices may require additional identity, signature, delivery, or legal review steps.

Data Protection

DynamicMail will process personal information as described in the agreement, privacy notice, and data-processing terms. Customers must have the rights and notices needed to upload, connect, send, receive, store, analyze, and instruct processing of personal information through the services.

Sensitive Data

DynamicMail may request identity, account-authority, tax, or verification information only where needed for the services, security, billing, legal compliance, or a reviewed workflow.

Invoicing And Tax

DynamicMail may issue invoices, tax invoices, receipts, credit notes, debit notes, or account adjustments where applicable. Customers must review invoices promptly and provide accurate billing and tax details.

DynamicBooks

DynamicBooks is software support only and is not legal, tax, accounting, audit, filing, reporting, or professional advice. Customers remain responsible for reviewing records, invoices, taxes, filings, reports, retention, and professional obligations.

Agent Credits

Agent credits are non-cash software usage credits. They are not cash, stored value, deposits, transferable funds, regulated payment balances, refund balances, wallets, or redeemable monetary value.

Mandatory Rights

Nothing in these terms excludes, restricts, or modifies rights that cannot be excluded, restricted, or modified under South African law.