

# Terms of Use - EngagementFit DRIVE™ Platform

Last updated: 2 May 2025

**Welcome to EngagementFit DRIVE™.** By accessing or using our website at <https://engagementfitdrive.com> (the "Website"), you agree to comply with these Terms of Use ("Terms"). If you do not agree with these Terms, please discontinue use of the Website immediately.

**1. Introduction** 1.1. The Website is owned and operated by My Pocket Coach Pty Ltd, trading as EngagementFit ("we," "us," or "our"). 1.2. These Terms govern your use of the Website, including participation in the EngagementFit DRIVE™ Assessment and access to related services.

**2. Acceptance of Terms** 2.1. By using the Website, you confirm that you have read, understood, and agree to be bound by these Terms. 2.2. We reserve the right to modify these Terms at any time. Changes will be effective upon posting on the Website. Your continued use of the Website constitutes acceptance of the revised Terms.

**3. Eligibility** 3.1. To use the Website, you must be at least 18 years old or have obtained parental or guardian consent. 3.2. You agree to provide accurate and complete information during registration and to keep your account information updated.

**4. Services Provided** 4.1. The Website offers the EngagementFit DRIVE™ Assessment, designed to identify and evaluate individual Drives and their impact on behavior. 4.2. Upon completion of the assessment, users receive a report detailing their Drive and drainers. 4.3. Reports are available in two versions:

- **Free Report:** Includes a summary of the top 5 Drives.

- **Full Report:** Provides an in-depth analysis and additional insights (available for a fee).

**5. User Conduct** 5.1. You agree to use the Website and its services only for lawful purposes. 5.2. Prohibited activities include, but are not limited to:

- Unauthorized sharing or distribution of assessment content or reports.
- Attempting to interfere with the Website's functionality or security.
- Providing false or misleading information during registration or assessment.
- Posting, uploading, replicating or transmitting any abusive content on the Website 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 Website.
- Sending any unsolicited electronic messages or using any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or defacing, altering or interfering with the front end 'look and feel' of the Website or the underlying software code.
- Using the Website 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.

**6. Intellectual Property** 6.1. All content on the Website, including the EngagementFit DRIVE™ Assessment, reports, and the compilation of 29 Drive names, is the intellectual property of My Pocket Coach Pty Ltd and is protected by copyright and trademark laws. 6.2. You are granted a limited, non-transferable, revocable, non-exclusive, non-assignable license to use the

assessment results for personal or organizational purposes however, nothing contained on the Website or in these Terms should be construed as granting any license or right to use any intellectual property without our prior written permission. 6.3. Unauthorized reproduction, distribution, or modification of Website content or reports is strictly prohibited. 6.3. We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Website, or to suspend or terminate the Website, 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). 6.4. Prohibited Use with AI Tools: The User agrees and acknowledges that all EngagementFit intellectual property, including but not limited to the DRIVE assessment, assessment results, Drive names and definitions, methodologies, reports, training materials, branding elements, and related documentation ("EngagementFit IP"), is protected by copyright, trade secret, and other applicable intellectual property laws.

**Under no circumstances may any EngagementFit IP be input into, used to train, or processed by any artificial intelligence (AI) system, large language model (LLM), machine learning application, or similar automated tool, whether public or private, for the purpose of creating, training, enhancing, or generating new content, derivative tools, or any form of output.**

This restriction includes, without limitation, prohibiting the use of EngagementFit IP with services such as ChatGPT, Bard, Claude, Jasper, Midjourney, DALL·E, or similar generative AI platforms.

Any such use will constitute an immediate material breach of this Agreement and EngagementFit reserves the right to pursue all remedies available under applicable intellectual property and contract laws, including injunctive relief and damages.

**7. Payment Terms** 7.1. Fees for the Full Report and other paid services are displayed on the Website and are subject to change with prior notice. 7.2. Payments are processed securely through third-party payment providers. By completing a transaction, you agree to abide by the terms and conditions of the payment provider. 7.3. All fees are non-refundable, except as required by applicable law.

**8. Privacy and Data Protection** 8.1. We are committed to protecting your privacy. By using the Website, you consent to the collection, processing, and storage of your data as outlined in our Privacy Policy. 8.2. Data collected during the assessment may include personal and behavioral information. This data is stored securely and used to generate reports and improve services. 8.3. We comply with applicable data protection laws, including the General Data Protection Regulation (GDPR) and South Africa's Protection of Personal Information Act (POPIA).

**9. Limitation of Liability** 9.1. The EngagementFit DRIVE™ Assessment and reports are provided "as-is" for informational purposes only. We do not guarantee specific outcomes or the accuracy of interpretations. 9.2. We are not liable for any decisions, actions, or outcomes resulting from the use of the EngagementFit DRIVE™ reports. 9.3. We will not be held liable for any interruptions, errors, or security breaches on the Website unless caused by our gross negligence. We accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Website and/or transactions or actions resulting from the Website. 10.2. We accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any data loss, economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Website and the EngagementFit DRIVE™ Assessment and access to, or use of, the Website in any manner, the reliance upon or use of any information, opinions or other materials appearing on the Website. 10.3. Your sole and

exclusive right and remedy in case of dissatisfaction with the Website, or any other grievance shall be your termination and discontinuation of access to, or use of the Website.

**10. Indemnity** 10.1. You agree to indemnify, defend, and hold harmless My Pocket Coach (Pty) Ltd from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, on an attorney and own client scale, made by any third party, and arising out of or in connection with your access to or use of the Website, your violation of these Terms, or the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. 10.2. You agree to indemnify, defend, and hold My Pocket Coach (Pty) Ltd harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your use of the Website and/or breach of these Terms.

**11. Termination of Access** 11.1. We reserve the right to suspend or terminate your access to the Website if you breach these Terms. 11.2. Upon termination, any licenses granted under these Terms will immediately cease.

**12. Governing Law and Dispute Resolution** 12.1. These Terms are governed by the laws of the Republic of South Africa. 12.2. Any disputes arising under these Terms will be resolved through arbitration in Johannesburg, South Africa, in accordance with the Arbitration Foundation of Southern Africa (AFSA) rules.

**13. Contact Information** For questions or concerns regarding these Terms, please contact us:

- **Email:** [support@sterkla.com](mailto:support@sterkla.com)
- **Address:** 66 Troon Road, Greenside, Johannesburg, 2193, Gauteng, South Africa
- **Company:** My Pocket Coach (Pty) Ltd
- **Registration number:** 2018/048231/07