



TERMS AND CONDITIONS

1.1. Duration:

- 1.1.1. This agreement will commence on signature hereof by and will continue until terminated in writing. Billing will commence as per the contract start date.

1.2. Breach:

- 1.2.1. Subject to what is stated below, and notwithstanding any other provision of this agreement, should either party ("Defaulting Party") commit a material breach of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from the other party ("Aggrieved Party") requiring it to do so, then the Aggrieved Party shall be entitled, without prejudice to its other rights in law, to terminate this Agreement without prejudice to the Aggrieved Party's right to claim damages.
- 1.2.2. If the Client fails to pay fees due and payable on the due date; it shall constitute a material breach of this Agreement by the Client and Jalusi may terminate this Agreement with one weeks written notice to the Client alternatively, at its election, suspend the Services until such time as the Client has remedied the breach in question, provided that such suspension of Services shall not prevent Jalusi from terminating this agreement where the Client fails to remedy such breach.

1.3. Service-specific Terms and Conditions:

- 1.3.1. The provisions in this section apply in addition to the general terms of this Agreement and form part of the Client's contractual obligations for all ICT and Accounting Services rendered by Jalusi. These terms exist to clarify the scope of work, dependencies, deliverables, limitations, and situations that may affect service delivery or result in additional costs.
- 1.3.2. The Client agrees to:
 - 1.3.2.1. Provide accurate, complete and timely information required for the performance of the Services. Delays caused by incomplete or outstanding information will not delay billing start dates nor suspend fees.
 - 1.3.2.2. Ensure availability of decision-makers for approvals, queries, and required documentation.
 - 1.3.2.3. Provide access to systems, devices, platforms, premises (where relevant), and third-party portals necessary for service delivery.
 - 1.3.2.4. Maintain valid licences for any Client-owned software or platforms required for the services.
 - 1.3.2.5. Take responsibility for backups, access control, and user management unless such functions are explicitly included in the Client's chosen ICT service package.
- 1.3.3. The following additional terms apply to all ICT service packages selected by the Client:
 - 1.3.3.1. Support covers only the devices, systems, and users included in the Client's chosen package.
 - 1.3.3.2. Support outside scope (e.g., additional users/devices, after-hours emergencies, onsite callouts not included in the package) will be billed at Jalusi's standard ad-hoc support rate.
 - 1.3.3.3. ICT packages may rely on third-party vendors (e.g., Switchtel, Microsoft, security software).
 - 1.3.3.4. Jalusi is responsible for configuration and support, but cannot be held liable for:

- 1.3.3.4.1. outages or failures of third-party systems,
- 1.3.3.4.2. upstream vendor delays,
- 1.3.3.4.3. interruptions due to national power, network, or mobile-provider instability.
- 1.3.3.5. Jalusi provides IT security tools included in the chosen package (e.g., endpoint protection, firewalls, monitoring).
- 1.3.3.6. No security system can guarantee 100% protection.
- 1.3.3.7. The Client remains responsible for:
 - 1.3.3.7.1. staff training on digital hygiene,
 - 1.3.3.7.2. reporting suspicious activity promptly,
 - 1.3.3.7.3. enforcing internal security policies.
- 1.3.3.8. Where web design or hosting is included:
 - 1.3.3.8.1. Jalusi will host the Client's website using a third-party hosting partner.
 - 1.3.3.8.2. Content updates and redesigns beyond the initial setup will be billed separately.
 - 1.3.3.8.3. Domain renewals are the Client's responsibility unless otherwise agreed.
- 1.3.3.9. Any hardware procured on behalf of the Client must be paid upfront.
- 1.3.3.10. Warranty claims will follow the vendor's process and timelines.

1.3.4. The following additional terms apply to all accounting and compliance packages:

- 1.3.4.1. Jalusi prepares accounting, tax, and compliance outputs based on information supplied by the Client.
- 1.3.4.2. Jalusi does not audit, verify, or independently confirm information unless specifically engaged to do so.
- 1.3.4.3. Any errors arising from incorrect, incomplete, or late information remain the Client's responsibility.
- 1.3.4.4. Jalusi will submit SARS, CIPC, or CIDB filings by statutory deadlines provided that all required information is supplied by the Client at least 7 working days before the due date.
- 1.3.4.5. Late provision of information may lead to:
 - 1.3.4.5.1. late submission penalties from governing bodies,
 - 1.3.4.5.2. additional urgent-processing fees billed by Jalusi.
- 1.3.4.6. If the Client undergoes:
 - 1.3.4.6.1. restructuring,
 - 1.3.4.6.2. additional branches or departments,
 - 1.3.4.6.3. VAT registration,
 - 1.3.4.6.4. increased transaction volumes,Jalusi reserves the right to adjust the package level or fees accordingly.
- 1.3.4.7. For SARS, CIPC, or financial platforms:
 - 1.3.4.7.1. The Client must sign and return all required authorisation forms.
 - 1.3.4.7.2. Delays in providing access will delay service delivery but will not pause monthly billing.
- 1.3.4.8. Anything not explicitly listed in the selected package (e.g., financial forecasts, business plans, forensic reviews, tax objections, or site visits) will be billed separately.

1.3.5. The following may incur extra charges:

- 1.3.5.1. statutory filing fees (CIPC, SARS, Department of Labour, CIDB, etc.),
- 1.3.5.2. courier services or document retrieval costs,

- 1.3.5.3. software subscriptions not included in the package,
- 1.3.5.4. additional labour for complex or urgent tasks requiring overtime.
- 1.3.6. Jalusi is not responsible for delays or failures caused by:
 - 1.3.6.1. network outages,
 - 1.3.6.2. power interruptions,
 - 1.3.6.3. third-party provider downtime,
 - 1.3.6.4. client misconfiguration of systems not managed by Jalusi,
 - 1.3.6.5. failure by the Client to provide required information or approvals.
- 1.3.7. Jalusi may update these Service-Specific Terms from time to time to reflect:
 - 1.3.7.1. regulatory changes,
 - 1.3.7.2. third-party vendor changes,
 - 1.3.7.3. improved security practices,
 - 1.3.7.4. upgrades to service packages.
- 1.3.8. The updated terms will be published at www.jalusicorp.co.za and will become binding 30 days after notice to the Client.

1.4. Confidentiality

- 1.4.1. In utilising these services, the parties agree that during the course of their relationship with each other, confidential and/or proprietary information relating to each party's business practices, personnel, business processes, systems and any other information of a confidential nature which is not generally available to outside parties or in the public domain or which would be understood, exercising reasonable business judgment, to be confidential, may be disclosed to the other.
- 1.4.2. Such confidential information shall be used only for purposes of fulfilling the obligations under this Agreement and shall not during the period of this Agreement or at any time thereafter be disclosed, either directly or indirectly, to any third party in any manner whatsoever.
- 1.4.3. The provisions of this clause will not apply to information which can be shown to be part of the public domain or information which is lawfully in the possession of the receiving party or acquired from a third party otherwise than as a result of a breach hereof or information which is disclosed or released to satisfy an order of a court or to otherwise comply with applicable law.

1.5. Indemnity

- 1.5.1. The Client indemnifies and holds Jalusi, its directors, employees, and subcontractors harmless against any third-party claim, loss, liability, damage, cost, or expense (including reasonable legal costs) arising from or in connection with:
 - 1.5.1.1. the Client's breach of this Agreement;
 - 1.5.1.2. the Client's instructions, data, content or materials supplied to Jalusi (including any infringement of third-party intellectual property rights or unlawful content);
 - 1.5.1.3. the Client's failure to comply with applicable laws, including tax, labour and data-protection laws; and
 - 1.5.1.4. any security compromise or misuse of systems, accounts or credentials under the Client's control.

- 1.5.2. This indemnity does not apply to the extent the claim results from Jalusi's gross negligence, fraud or willful misconduct.
- 1.5.3. Where Jalusi acts as an "operator" processing personal information for the Client (as "responsible party" under POPIA), the Client indemnifies Jalusi against regulatory claims, penalties, and third-party claims arising from the Client's instructions or configurations, failure to give lawful processing directions, or failure to implement security measures within the Client's environment—except to the extent caused by Jalusi's failure to implement the security measures it is expressly responsible for under this Agreement or Jalusi's gross negligence or willful misconduct.

1.6. Limitation of Liability

- 1.6.1. For Accounting and tax services, Jalusi relies on information provided by the Client and does not audit, verify, or guarantee completeness unless expressly engaged to do so. Jalusi is not liable for losses arising from inaccurate, incomplete, late, or misleading information supplied by or on behalf of the Client.
- 1.6.2. Where Services involve third-party software, cloud platforms, carriers, or network providers, Jalusi's liability relating to such third-party components is limited to proper configuration and passing through any available supplier warranties/support; Jalusi is not liable for failures attributable to third-party vendors or general Internet/telecoms outages outside Jalusi's reasonable control.
- 1.6.3. In addition to and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that Jalusi is liable to the Client for any damages, Jalusi's liability to the Client for any damages howsoever arising shall be limited to the amounts paid by the Client under this Agreement in consideration for Services during the immediately preceding 12 (twelve) month period in respect of the Services which gave rise to the liability in question.

1.6.4. This means that Jalusi's liability towards the Client is limited in the manner set out above.

1.7. Cession and Delegation

- 1.7.1. The Client may not assign its rights and/or obligations under this Agreement without the prior written approval of Jalusi. Jalusi shall be entitled to assign its rights and/or obligations under this Agreement to any of its affiliates by notice to the Client. "Affiliates" for this purpose includes Jalusi's holding company, the holding Company(ies) of Jalusi's holding Company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by Jalusi or are under common control with Jalusi.

1.8. General

- 1.8.1. This Agreement constitutes the whole of the agreement between the Parties and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this agreement not incorporated in this agreement shall be binding on the Parties. No changes to or cancellation of this agreement will be binding on Jalusi or the Client unless recorded in writing and signed by both Parties, notwithstanding activation of the Services.
- 1.8.2. The Client agrees that any notices sent to it in terms of the Agreement may be sent via e-mail unless otherwise prescribed by law.
- 1.8.3. No indulgence, leniency or extension of time which either party may grant or show to the other shall in any way prejudice the party in question or preclude it from exercising any of its rights in the future.
- 1.8.4. The Client warrants that as at the date of signature of the Agreement, all the details furnished by the Client to Jalusi are true and correct and that the Client will notify Jalusi in the event of any change to such details.