Ai360 Service Terms

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This is the permanent copy of this version. It is never changed. An Order that names this version is governed by this wording, even after newer terms are published. The current terms are at https://ai-360.co.za/terms-of-service.html.

These terms explain how we provide our services and how our website may be used. The short Service Agreement and Project Order identifies what you are buying, the fees, dates, applicable service modules and the exact version of these terms that forms part of your agreement. General terms A apply to every service order. Modules B to F apply only to the services selected in your Order. Include B whenever development, implementation or setup is purchased, alongside any other relevant module. A free consultation request does not commit you to a paid service.

Please read the important terms

For development and setup projects, acceptance may occur after a genuine testing period and a clear final reminder if no material defect is reported. Project cancellation may require payment for earned work and approved commitments. Bespoke ownership differs from a licence to a subscribed platform. Section A11 limits liability and excludes indirect or consequential loss, subject to its exceptions and mandatory rights. These points also appear in the short Order before signing.

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A General service terms

A1 Who contracts and which documents apply

Ai360 is Smartedu Holdings (Pty) Ltd t/a Ai360, registration 2024/453988/07, of H. Santos Building, 30 Arena Close, Bruma, Johannesburg, 2026, South Africa. Our contact and notice email is admin@hello.ai-360.co.za. "You" means the client legally identified in the Order. Each signatory confirms authority to bind the named party.

The agreement consists of the signed Order, its identified attachments and the exact version of these terms incorporated into it. Each attachment must be identified by title, date and version. If documents conflict, an approved written variation controls the matter it changes, followed by the Order, its identified scope and service schedules, and these terms. Mandatory law prevails. Earlier discussions or proposals add no obligations unless expressly incorporated.

We provide the identified terms before signing in a form you can read, download and retain. The client may sign electronically. Where our copyright is assigned, Ai360 signs the operative assignment by hand or a legally recognised advanced electronic signature. Counterparts form one agreement.

A2 Fees and payment

The Order states our one-off and recurring fees, payment stages, VAT treatment, billing dates and any minimum term. Our fees are separate from advertising spend and third-party charges. Amounts are in South African rand unless the Order states otherwise. A quote is valid for the period stated in it.

An agreed initial payment must clear before the work starts. A testing milestone requires the complete agreed test deliverables and working access; a prototype or incomplete demonstration does not trigger it. A final payment expressly due before deployment must clear before production deployment. Monthly services are billed in advance unless the Order states otherwise. Other invoices are due within 7 calendar days.

Notify us promptly of a genuine invoice dispute, explain it and pay the undisputed part. We work together to resolve it. A material failure of the invoiced milestone may be disputed; minor defects do not automatically suspend the whole payment. If an undisputed amount is overdue, we may pause the affected work or services on 5 business days' written notice. We do not interfere with your existing client-owned accounts or destroy your data to enforce payment.

Fixed project fees change only through approved changes. For month-to-month recurring services, we may revise fees no more than once in 12 months, on at least 30 calendar days' written notice. You may end the affected recurring service before the new price applies, without an additional cancellation penalty for that change. An agreed fixed-price minimum term is not repriced during that term unless the Order expressly permits it or law requires it. Approved variable provider charges remain governed by A5.

A3 Scope and changes

We deliver the scope and service outputs expressly agreed in the Order and identified schedules. Website examples describe available capabilities, not every item included in every purchase. We perform our agreed work with reasonable skill and care.

New features, added integrations, extra revisions, changed workflows, additional data work and other scope changes require agreement on the work, price and effect on dates before they start. Email approval by the designated decision-maker is sufficient for an ordinary scope change. Any separate signature required by law must still be obtained. We may decline a change until it is agreed. Correcting our defects or our own estimating mistakes does not increase a fixed price.

A4 Your inputs and delays

You provide the information, lawful content and data, authorised access, decisions and testing participation identified in the Order. You appoint a decision-maker and keep accounts for which you are responsible paid and usable. You remain responsible for your business decisions and the accuracy and lawful supply of your instructions and materials.

Target dates depend on timely inputs and the stated dependencies. A client-caused delay allows the time lost plus reasonable rescheduling; we explain the effect and revised dates promptly. Additional charges need prior written approval. If an essential input is still missing after 5 business days' written notice, we may pause the affected work. A prolonged pause may be ended under A12.

A5 Providers and usage costs

The Order or an approved service record identifies providers, account ownership, selected plans, estimated running costs and agreed spending authority. Costs can vary with usage, exchange rates and provider pricing. New paid services, upgrades and increases in approved spending limits need

your prior written approval. A cost estimate is not a hard technical spending cap; a hard cap is provided only where expressly agreed and implemented. We respect the agreed spending authority and notify you of material cost changes we become aware of.

Relevant platform terms, licences and material restrictions are identified before commitment. We remain responsible for our agreed configuration and integration, while external providers control their own services, pricing and policies. If an external change requires material redevelopment or migration, we explain the options and obtain approval for any chargeable work.

A6 Continued authorised account access

You authorise Ai360 and its authorised personnel to retain the account access reasonably required for the project, warranty assistance and later support or other work you authorise. We keep this access subject to your continuing authority and instructions. We use it only for authorised purposes, with appropriate permissions, confidentiality and security safeguards. Continuing access does not itself include ongoing monitoring, backups, updates, maintenance or unpaid work. These services apply only when expressly purchased.

A7 Confidentiality

Each party protects the other's confidential business information, uses it only for this agreement, and shares it only with personnel or advisers who need it and are bound by confidentiality. This duty continues after the engagement ends. It excludes information lawfully public, already lawfully known, independently developed or lawfully obtained without restriction. Disclosure required by law is permitted, with prior notice where lawful and practical. We use your name, logo, results or confidential work in marketing only with your written permission.

A8 Personal information and security

For personal information we process on your behalf, you are the responsible party and Ai360 is your operator under POPIA. This is our written operator arrangement. You ensure lawful collection and use, required notices and permissions, and documented instructions. We process the information only for the authorised services and those instructions. Our separate privacy notice explains our processing of website enquiries and our own business records; it does not expand our authority over client project data.

The Order or a dated processing schedule approved before live processing records the purpose, data categories, relevant people, services, providers, processing locations and any special requirements. Additional safeguards must be agreed before processing children's information, health information or other particularly sensitive information, or using systems for regulated or consequential automated decisions.

We maintain appropriate technical and organisational security measures, including access by role and need, protection of secret credentials, secure transmission and individual authentication with additional verification where appropriate and available. Personnel and approved providers handling information must have relevant confidentiality and data-protection duties. We remain responsible for our subcontractors' agreed work and duties. We do not submit client confidential or personal information to an unapproved AI service or use it to train models without express written authorisation.

Overseas processing must use a lawful basis under POPIA and the disclosed arrangements. We notify you before a material change and obtain approval where a new provider or additional processing authority is needed. We do not promise that every provider log or support operation remains in one country unless that exact restriction is agreed and supported.

We notify you immediately when there are reasonable grounds to believe personal information processed for you has been accessed or acquired by an unauthorised person. This duty is not limited to business hours. We provide available details, updates and reasonable assistance with legally required notifications and responses. We reasonably assist applicable access, correction or deletion requests concerning data we process for you. Working copies are securely deleted when no longer needed for authorised services, unless law requires retention; retained records remain protected.

A9 Ownership and licences

Your data and your existing accounts, materials and intellectual property remain yours. Ownership of the bespoke deliverables identified in the signed Order transfers as stated in its operative assignment after payment of the amounts properly due for those deliverables. We secure from our staff and contractors the rights needed to make that assignment. Paid-for approved changes follow the same ownership basis unless expressly agreed otherwise.

Ai360 retains its pre-existing technology and general-purpose reusable tools, components, frameworks, templates, methods and know-how, including general improvements that do not disclose your confidential material. For retained technology embedded in a paid-for bespoke system, you receive a perpetual, worldwide, non-exclusive, royalty-free licence to use and modify it as part of that system, including through other service providers. The licence may transfer with that system or your business; it does not permit separate commercial licensing of our retained technology.

Third-party software, open-source components, stock materials and subscribed platforms keep their own ownership and licences, which we identify where relevant. We do not knowingly introduce a licence requiring publication of your proprietary code without prior written approval. A CRM or hosted-platform subscription buys the stated licence and service; it does not transfer ownership of the underlying platform. The Order identifies any bespoke work supplied alongside it.

A10 Responsibility for services

We remain responsible for our own work, implementation, configuration and duties expressly purchased. We do not guarantee uninterrupted external services, error-free AI outputs, rankings, lead volumes, sales or other business outcomes unless an express, measurable commitment is agreed. This does not excuse failure to meet our agreed deliverables or evaluation criteria. We take reasonable steps to reduce disruption within our responsibilities.

A11 Liability limits

Please read this section carefully. Neither party is liable to the other for indirect or consequential loss. Ai360's total aggregate liability arising from an Order and its incorporated terms, whether in contract, delict or otherwise, is capped at the agreed one-off Ai360 fees under that Order, including approved

changes, plus recurring Ai360 fees paid under it in the 12 months before the event giving rise to the claim. Advertising spend, taxes and pass-through provider charges are not Ai360 fees for this calculation.

These exclusions and limits do not apply to fraud, gross negligence, wilful misconduct or liability that cannot lawfully be excluded or limited. They do not excuse amounts properly payable for agreed work. All non-excludable statutory rights and remedies remain effective, including any applicable Consumer Protection Act rights. A contractual 30-day defect warranty does not replace mandatory remedies.

A12 Ending services and final accounting

Either party may end affected work for a serious breach not corrected within 10 business days after written notice describing it. If a client-caused pause continues for 30 calendar days, we may give a further 10 business days' notice to resume or end that work. Other project termination may be agreed in writing, without limiting any express or mandatory cancellation right.

Recurring services continue month to month unless the Order states a different lawful term. Either party may end them on 30 calendar days' written notice unless a different lawful arrangement is expressly agreed. Any minimum term and early-cancellation calculation must be stated in the Order; statutory notice, cancellation and refund rights prevail. Ending recurring maintenance does not end a separate development order or extinguish covered warranty defects.

On ending work, you pay earned fees and approved noncancellable commitments. Advance payments are credited against earned charges, not automatically forfeited. B5 governs development and setup work. Completed, conforming fixed-price work outside B earns its agreed fee; incomplete work follows agreed earning stages or recorded hours at the agreed rate, capped at the approved fee. Recurring fees are earned for services actually provided or made available as contracted through the effective end date, subject to applicable remedies for nonperformance.

We provide an itemised final account, exclude duplicate charges and separate charges for correcting our own defective work, and refund unearned amounts held by us within 14 calendar days. Paid-for deliverables and relevant handover information are supplied within 5 business days after amounts properly due for that work are paid. Provider-held refunds follow the provider's terms and applicable law. Ownership, confidentiality, information safeguards, authorised support access, payment and liability provisions continue as applicable.

A13 Events outside reasonable control

An event outside a party's reasonable control excuses the affected delay for its duration plus reasonable rescheduling, provided the affected party notifies the other and takes reasonable steps to reduce its effects. Properly earned amounts remain payable. If performance is prevented for more than 30 calendar days, either party may end the affected work on 10 business days' notice, with fair accounting under A12. This does not excuse our own preventable failures or purchased continuity duties.

A14 Notices and working time

Formal notices and scope approvals use the emails in the Order, or replacement contacts notified in writing. A notice sent in business hours is treated as received that day, otherwise the next business day, unless a delivery-failure message is received. Business days are Monday to Friday excluding South African public holidays. Business hours are 08:00 to 17:00 South African time unless a purchased service schedule states otherwise. Other days are calendar days. Report problems through the agreed support channel or admin@hello.ai-360.co.za.

A15 Disputes and general provisions

South African law governs the agreement. Our decision-makers first try to resolve a dispute within 10 business days of written notice. Either party may then approach a competent court. Urgent relief, recovery of undisputed overdue amounts and steps to preserve a claim before a legal deadline may be taken sooner. Nothing excludes a mandatory right to approach a regulator, ombud or tribunal.

We are an independent contractor. Neither party may transfer this agreement without the other's written consent, except to a purchaser of its business that assumes the relevant obligations; this does not alter the system licence in A9. An invalid provision does not invalidate the rest. Changes require both parties' written agreement, with ordinary scope approvals handled under A3 and any legally required signature preserved.

A16 Website use and free enquiries

Our website describes available services and general information. You may read, print and retain these terms and your own contractual documents. You must not misuse the site, interfere with its security or infringe others' rights. Third-party links do not make those third parties part of your Order. Booking a free call or submitting an enquiry does not itself order a paid service or accept a future service contract. Our privacy notice explains how we handle enquiries and website information.

A17 Changes to published terms

We may publish revised terms for future engagements. Each existing engagement continues under the version identified in its signed Order. A website update alone does not amend that agreement. A different version applies to an existing engagement only when both parties agree it in writing. Permanent archived versions remain available so the agreed wording can be checked. An expressly agreed recurring-price mechanism under A2 is separate from changing the contract terms.

B Development, websites, automation and setup

B1 Deliverables and dependencies

This module covers the development or implementation work selected in the Order, including custom applications, websites, integrations and agreed system setup. The Order or identified scope sets the functional limits, devices or platforms, data imports, dependencies, acceptance checks, training and

handover. Work not identified there requires an approved change. Development does not automatically include continuing operation, hosting, monitoring or maintenance.

B2 Testing and acceptance

We send a readiness notice with the complete test deliverables, working access, acceptance checks and testing deadline. You receive 5 business days starting on the first business day after readiness and access are supplied. Material unavailability of our test system extends that period. Report defects with enough information to reproduce them.

A defect is a failure of our work to meet the agreed scope or acceptance checks. A material defect substantially prevents agreed use, creates a significant security or access-control failure, or materially fails an agreed acceptance criterion. Minor issues do not delay acceptance; we record and correct covered defects.

Acceptance occurs on written approval, deliberate production use outside an agreed pilot, or expiry of testing without a reported material defect. Acceptance by silence requires a final reminder clearly explaining the consequence and allowing at least 2 business days to respond. A late reminder extends the deadline accordingly. This applies only while the complete test system and working access remain available.

Material defects reported in time delay acceptance of the affected system until corrected. We allow 3 business days to retest affected functions, or a longer reasonable period if wider testing is needed. The same reminder safeguard applies. Acceptance does not waive reported defects, covered warranty defects or non-excludable rights.

B3 Go-live and 30-day defect warranty

Go-live occurs when, after acceptance and required payment, the production system is available for its agreed business use and the necessary access and operating information are supplied. We confirm the date by email. Choosing to begin use or attend training later does not postpone it. Testing, an invoice or acceptance alone does not start the warranty.

Unless otherwise agreed in writing, for 30 calendar days after go-live, we correct defects in our agreed work without additional charge and within a reasonable time. Defects reported within that period, and defects recorded at acceptance, remain covered until resolved. Warranty fixes do not use purchased development hours. New features, changed requirements, extra training and routine maintenance are separate services.

A problem is excluded only to the extent caused by misuse, another person's changes or an external change or outage beyond our control. We remain responsible for our implementation, configuration and integration. Mandatory rights and remedies remain effective after the contractual period where applicable.

B4 Handover

For paid-for bespoke software, handover includes the relevant source code or repository export, applicable database schema, operating and deployment notes, credentials we hold that you need to operate your system, and relevant retained-component and licence details. Third-party platforms are

subject to their available export and licensing arrangements. Training and migration assistance are included only to the extent agreed in the Order. Continued authorised support access follows A6.

B5 Earned fees on early termination

Unless the Order states different earning stages, before complete test delivery earned fees are recorded work at the stated hourly rate, capped at the initial and testing instalments. Delivery of a complete, materially conforming test version earns those instalments in total. The remaining development fee is earned through deployment and agreed handover; partial completion is valued at recorded hours capped at that balance. These are earning rules, separate from when advance payments fall due.

Approved changes follow their agreed earning stages or recorded hours within the approved change price. If no staged project allocation is stated, recorded work at the agreed rate applies within the approved project price. A12 governs credits, approved commitments, refunds and handover.

C AI chat and voice services

C1 Agreed use and evaluation

The Order identifies the approved use, provider, channels, languages, actions the agent may take, evaluation criteria, human review and escalation rules, usage charges and spending authority. AI outputs can be inaccurate, incomplete or inconsistent. We configure and test the agreed workflow and remain responsible for failures of our implementation and agreed evaluation criteria. Normal model uncertainty is not a promise of perfect answers.

You provide approved source information and perform the agreed human review, especially before consequential decisions or public commitments. Sensitive, regulated or high-impact uses require expressly agreed safeguards. We do not use client data for model training without express written authorisation.

C2 Calls, messages and oversight

Call capacity, numbers, telephony dependencies, recording, retention and ongoing tuning are specified in the Order. You approve scripts, permissible audiences, escalation contacts and any required notices or permissions. Both parties perform their allocated duties to support lawful recording, outreach and opt-outs. A configured agent is not an unconditional promise that every call or message will be answered regardless of capacity, provider availability or connectivity. Ongoing reviews and optimisation are included only where ordered.

D Marketing, advertising, SEO, GEO and content

D1 Scope approvals and spend

The Order identifies campaigns, channels, deliverables, revision limits, reporting, lead criteria and any ongoing optimisation. You approve claims, offers, creative and media budgets, either individually or through expressly documented standing authority. We do not treat silence on an unapproved campaign or spend increase as launch authority. You provide accurate, substantiated business information and lawful audiences; we remain responsible for our own agreed work.

Advertising spend, media purchases and third-party tools are separate from our fees. We work within approved spending authority and obtain approval for increases. Platform reviews, auctions, policy decisions and attribution limitations affect delivery and measurement. We explain material issues we become aware of. Unspent client funds held by Ai360 are accounted for and returned when no longer authorised, subject to properly approved commitments.

D2 Outputs and results

We commit to the agreed work and honest reporting. Rankings, AI-search visibility, lead quantities, booked appointments, conversions and sales are not guaranteed unless the Order contains an express measurable commitment and its remedy. A functioning funnel or campaign setup is assessed against its agreed deliverables, not a guaranteed business result. Ongoing marketing does not include every service advertised on the website. Lawful direct marketing and opt-out requirements remain applicable.

E CRM and platform subscriptions

E1 Licence and subscription scope

The Order identifies the subscribed platform, plan, users, features, setup, included usage, limits, recurring charges and any third-party dependencies. The subscription provides use of the stated service during the paid subscription period. The underlying platform and its general technology are licensed, not sold or assigned. Your data remains yours. Any separately identified bespoke deliverables follow the signed assignment and A9; ordinary platform configuration does not transfer the underlying software.

E2 Billing changes and records

Subscriptions renew monthly unless a different lawful term is expressly agreed. A2 and A12 govern billing, price notices and cancellation. Extra usage and paid add-ons require the spending authority agreed in the Order. We notify you of material provider changes we become aware of and agree any chargeable migration work separately. We do not make an agreed fixed-term commitment disappear through a general website update.

We identify available export formats and material limitations before commitment. On reasonable written request, we provide one standard export of available client contacts and records supported by the platform, subject to law and others' rights. This does not include the provider's source code or promise portability of every proprietary workflow. We agree practical export arrangements before a planned service ending; additional transformation or migration is quoted separately. Mandatory data rights remain effective.

F Maintenance and support

F1 Purchased coverage

The selected schedule identifies covered systems and faults, support hours and channels, response targets, monitoring, updates, development allowance and exclusions. No fixed response time, uptime percentage, service credit, 24-hour monitoring or restoration promise applies unless expressly agreed. We provide covered services with reasonable skill and care. Security-incident notification under A8 is immediate and is not limited by ordinary support hours.

F2 Backups and development hours

A purchased backup service must state the data covered, including whether uploaded files are covered, frequency, retention, restoration testing, recovery targets and responsibilities. Unsynchronised device data is outside a server backup. We explain any required provider costs before the service starts.

Included development hours, their scope and any carry-over rule are specified in the Order. Warranty fixes and separately purchased maintenance duties do not use those hours. Work beyond the allowance needs approval. A support plan does not automatically include major migrations, new integrations or redesigns. Continued authorised account access follows A6 whether assistance is provided under a plan or separately authorised work.

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