Elula BizHub Terms & Conditions and Cancellation & Refund Policy

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Important notice: please read before you buy

If you subscribe to, buy, order or use any Elula BizHub service or product, you agree to these Terms & Conditions and Cancellation & Refund Policy ("Terms"). If you do not agree, do not subscribe, buy or use our services or products.

These Terms contain clauses that limit our liability, require you to indemnify us, place risk on you, and restrict refunds. These clauses are printed in **bold** so that you can easily see them, as required by section 49 of the Consumer Protection Act 68 of 2008 ("CPA"). Please read them carefully. In particular, see clauses 11 to 13 (cancellation and refunds), 17 (artificial intelligence), 18A (Elula Mobile), 25 (limitation of liability) and 26 (indemnity).

Nothing in these Terms takes away any right you have under South African law that cannot lawfully be excluded or limited.

1. Definitions

In these Terms, unless the context indicates otherwise:

- **"Agreement"** means these Terms together with any Order.
- **"Business Day"** means any day other than a Saturday, Sunday or South African public holiday.
- **"Consumer"** means a Customer who is protected by the CPA, being a natural person, or a juristic person whose annual turnover or asset value is below the threshold set by the Minister under the CPA (currently R2 million).
- **"Customer", "you" or "your"** means the person or business that subscribes to, buys, orders or uses any Service or Product.
- **"Customer Data"** means all data, content and personal information that the Customer or its users supply to EBD or load onto the Services, including information about the Customer's own customers and prospects.
- **"EBD", "we", "us" or "our"** means Elula Business Dynamics (Pty) Ltd, trading as Elula BizHub.
- **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002.
- **"Fixed-Term Service"** means any Service sold for a minimum or fixed period, including the 90-Day Growth Plan.
- **"Implementation Fee"** means a once-off fee for setup, configuration, onboarding or implementation work.
- **"Order"** means any proposal, quotation, order form, online checkout, invoice or service agreement through which the Customer subscribes to or buys a Service or Product.
- **"POPIA"** means the Protection of Personal Information Act 4 of 2013.
- **"Products"** means any digital product, license, template, package or other item sold by EBD.

- **"Services"** means the software, digital, implementation, marketing and managed services supplied by EBD through Elula BizHub, as described in clause 4.
- **"Subscription Period"** means each billing period (normally one calendar month) for which a recurring fee is payable.

Headings are for convenience only. Words in the singular include the plural and the other way around.

2. Acceptance and application of these Terms

2.1 **You agree to these Terms by doing any of the following: subscribing to any Service; buying or ordering any Service or Product; accepting a proposal or quotation; completing an online checkout; making any payment to EBD; creating an account; ticking an acceptance box; or using any Service or Product.**

2.2 These Terms apply to every Service and Product supplied by EBD, whether bought online, by email, in writing or verbally, and to every renewal, upgrade or additional purchase.

2.3 If an Order signed by EBD contains terms specific to a Customer or Service, those specific terms apply to that Service to the extent that they conflict with these Terms. Statements in marketing material, sales conversations or emails do not change these Terms unless they are recorded in an Order signed by EBD.

2.4 The person who accepts these Terms on behalf of a company or other business confirms that they are authorised to bind that business.

2.5 You may view, download, save and print these Terms at any time from elulabizhub.co.za. We will email you a copy on request.

3. Consumer status

3.1 Some parts of the CPA and ECTA apply only to Consumers or to natural persons. Where these Terms refer to a right that applies "where the law requires", that right applies only to Customers who qualify for it.

3.2 When you sign up, you must tell us truthfully whether you are a natural person and whether your business's annual turnover or asset value is below the CPA threshold. You must tell us if this changes.

3.3 Nothing in these Terms is intended to avoid, limit or waive any right that a Consumer has under the CPA, ECTA or any other law. If any clause would have that effect, it applies only to the extent the law allows.

4. Our Services and Products

4.1 Elula BizHub is EBD's software-enabled business growth, customer management, communication and automation platform.

4.2 Depending on the package you choose, the Services may include: CRM and contact management; sales pipelines; lead capture; appointment booking; email, SMS and WhatsApp communication; marketing automation; social media management; reputation management; reporting and dashboards;

websites and landing pages; marketing services; AI tools and agents; implementation; training; and support.

4.3 Specialised solutions include:

- **Elula Voice**: AI-powered telephone answering, lead capture, enquiries, appointment booking, orders, call routing and after-hours engagement;
- **Elula Loyalty**: retention, rewards, promotions, reactivation, reviews and customer communication;
- **the 90-Day Growth Plan**: a Fixed-Term Service combining technology, marketing implementation, automation and managed growth services; and
- **Elula Mobile**: business mobile SIMs and month-to-month plans supplied by Melon Mobile Business and managed in one portal. Clause 18A applies.

4.4 Your Order sets out the Services and Products you have bought, the price, the billing frequency and any minimum term. If something is not in your Order, it is not included.

5. Direct service provider and third-party technology

5.1 EBD supplies and manages the Services directly. You contract with and pay EBD, not the providers of the underlying technology, unless your Order says otherwise or clause 18A (Elula Mobile) applies.

5.2 EBD uses third-party technology, software and infrastructure, including CRM infrastructure, hosting, artificial intelligence, telecommunications, email, WhatsApp, SMS, social media and payment processing services. These providers have their own technical limits, acceptable-use rules and policies. You must comply with any third-party rules that we bring to your attention or that apply to the platforms you use, including the WhatsApp Business, Meta and Google advertising policies.

5.3 Some of these providers process data outside South Africa. See clause 20.

6. Implementation, setup and delivery timelines

6.1 Some Services require a once-off Implementation Fee. Implementation may include account configuration, CRM setup, workflows, automations, integrations, websites or landing pages, AI configuration, telephone configuration, data preparation, templates, onboarding and related work.

6.2 The Implementation Fee is separate from any recurring subscription fee. If we allow you to pay it in instalments, that is a payment arrangement for a once-off amount. It does not turn the Implementation Fee into a subscription, and no interest or fees are charged on the instalments.

6.3 **Unless your Order says otherwise, we aim to start implementation within 5 Business Days after we receive payment of the first amount due and the information we need from you, and to complete standard implementation within 10 to 20 Business Days.** The actual timeline depends on the package and on how quickly you provide information, content, access and approvals. We will tell you as soon as reasonably possible if there is an unavoidable delay.

6.4 Delays caused by you not providing information, content, access or approvals do not reduce any fee or entitle you to a refund.

6.5 Cancelling a subscription does not cancel the Implementation Fee for work already performed or costs already committed for you. On cancellation, any unpaid portion of the Implementation Fee for work performed or costs committed becomes due, subject to clause 12 and the law.

7. Fees, pricing and VAT

7.1 Our prices are quoted in South African Rand (ZAR). EBD is not currently registered for VAT, so no VAT is charged on our fees. If EBD registers for VAT, we will notify you at least 30 days in advance, and VAT at the applicable rate will be added to fees from the date of registration.

7.2 The fees payable are those in your Order or, for online purchases, those shown at checkout.

7.3 Some usage-based and third-party costs (such as AI, telephony, SMS and WhatsApp charges) are priced by our providers in foreign currency. We may adjust usage rates to reflect changes in exchange rates or provider pricing by giving you at least 14 days' notice, as set out in clause 28.

7.4 Unless your Order says otherwise, advertising spend on platforms such as Meta or Google is paid by you directly to the platform from your own ad account. If we pay ad spend on your behalf, you must pay it to us in advance.

8. Recurring subscriptions and minimum terms

8.1 Some Services are supplied on a recurring subscription. Unless your Order says otherwise:

- subscription fees are payable in advance for each Subscription Period;
- subscriptions are billed monthly;
- **subscriptions renew automatically for further Subscription Periods until cancelled under clause 12;** and
- usage-based charges and third-party costs are charged separately.

8.2 **By subscribing, you authorise EBD and its payment provider (including PayFast) to charge the agreed recurring fees and usage charges to your chosen payment method on each billing date until your subscription is cancelled.**

8.3 Month-to-month subscriptions have no minimum term unless your Order states one. Any minimum term will be stated clearly in your Order and at checkout. No fixed term will be longer than 24 months.

8.4 Where a Fixed-Term Service with a Consumer who is a natural person is about to end, we will notify you between 40 and 80 Business Days before the end date of the expiry date, any material changes on renewal, and your options to renew or cancel. If you do not respond, the agreement continues month to month, which you may cancel at any time on 20 Business Days' notice.

9. Usage-based charges

9.1 Some Services carry charges based on actual usage, including AI usage, telephone calls and numbers, SMS, WhatsApp, email, domains, integrations and other third-party services. Current usage rates are available on request and in your account.

9.2 **Usage already consumed, and third-party costs already incurred or committed for you, are non-refundable**, except where the law requires a refund or where an incorrect charge resulted from an error by EBD.

10. Payment

10.1 Payments are processed through EBD's approved payment providers, including PayFast. EBD does not store your card details. Card information is captured and processed by PayFast using its secure payment systems.

10.2 You must provide accurate payment information and keep enough funds available for authorised payments. Invoices not paid by card or recurring billing are payable within 7 days of the invoice date unless your Order says otherwise.

10.3 A failed or reversed payment does not cancel any amount owed. If a payment fails, we will notify you and may retry the payment.

10.4 **Overdue amounts bear interest at the rate prescribed under the Prescribed Rate of Interest Act 55 of 1975, from the due date until paid in full.** You are also liable for reasonable collection costs, including legal costs on the scale permitted by law, where amounts are handed over for collection.

10.5 If any amount remains unpaid for more than 7 days after we have given you written notice, we may suspend the Services under clause 24.

10.6 **Before disputing a charge with your bank or card issuer (a "chargeback"), you must first contact us at info@elulabiz.co.za so that we can try to resolve the issue. A chargeback for an amount that is properly due is a breach of this Agreement, and the amount remains payable together with any chargeback fees we incur.**

10.7 A certificate signed by any director of EBD stating the amount you owe is sufficient proof of that amount unless you prove otherwise.

11. Cooling-off period for online purchases

11.1 If you are a natural person and you bought a Service or Product online, you may cancel within 7 days after concluding the agreement, without giving a reason and without penalty, under section 44 of ECTA. You must notify us by email at info@elulabiz.co.za.

11.2 **If you ask us to start providing Services within the 7-day cooling-off period, you agree that the cooling-off right does not apply to Services already provided, under section 42(2) of ECTA. You will be refunded only for Services not yet provided, less third-party costs already incurred for you.** We will ask you to confirm this at checkout.

11.3 Any refund due under this clause will be paid within 30 days after we receive your cancellation.

11.4 If we sold to you through direct marketing (for example, an unsolicited call or visit), you may also cancel within 5 Business Days under section 16 of the CPA.

12. Cancellation

How to cancel

12.1 You may cancel by emailing info@elulabiz.co.za or by using any cancellation facility in your account. You may also cancel your recurring payment through PayFast, but you must still notify us so that we can close your account. We will confirm your cancellation in writing.

Month-to-month subscriptions

12.2 Unless your Order says otherwise, cancellation of a month-to-month subscription takes effect at the end of the current paid Subscription Period. No further recurring charges will be made after that date. Services remain available until then.

Fixed-Term Services

12.3 For a Fixed-Term Service with a Customer who is a juristic person, you may cancel before the end of the term only as allowed in your Order. Otherwise, the fees for the remaining term stay payable.

12.4 If you are a natural person, you may cancel a Fixed-Term Service at any time on 20 Business Days' written notice, under section 14 of the CPA. In that case:

- you remain liable for all amounts owed up to the cancellation date;
- **we may charge a reasonable cancellation penalty, calculated with regard to the amount still owed, the value of Services already provided, the Implementation Fee for work performed, third-party costs committed for you, any discount you received because of the fixed term, and our reasonable losses; and**
- we will refund any credit balance due to you within 15 Business Days after the cancellation date.

12.5 Cancellation does not cancel amounts properly due before the cancellation takes effect.

Cancellation by EBD without fault on your part

12.6 We may end a month-to-month subscription by giving you at least 30 days' written notice. If we end any Service when you are not in breach, we will refund on a pro-rata basis any fees paid in advance for the period after termination.

13. Refund policy

13.1 **Fees are earned as work is performed and as each Subscription Period begins. Except where the law requires otherwise, or where agreed in writing by EBD, payments are non-refundable once the relevant Subscription Period, implementation work or service delivery has started.**

13.2 **Without limiting clause 13.1, the following are non-refundable:**

- **implementation and setup work already performed;**
- **Subscription Periods that have started;**
- **consulting, configuration, marketing and managed services already performed;**
- **AI, telephone, WhatsApp, SMS, email and other usage already incurred;**
- **advertising spend;**

- **third-party software, licences, domains, telephone numbers and external services bought or committed for you; and**
- **custom work done for you.**

13.3 **You are not entitled to a refund only because you change your mind, no longer need the Service, do not use the available features, do not provide the information or cooperation we need, do not achieve a commercial result you hoped for, or cancel after work has started.** This does not affect your rights under clause 11 or any other right that the law does not allow us to exclude.

Service problems

13.4 If you experience a material problem with a Service, please tell us in writing within a reasonable time, and preferably within 10 Business Days after you become aware of it. We will acknowledge your notice within 2 Business Days and must be given a reasonable opportunity to investigate and, where possible, correct, restore, repeat or otherwise fix the problem.

13.5 We supply Services with reasonable care and skill, in a timely manner, and of the quality that persons are generally entitled to expect. If we fail to do so, you may require us to remedy the defect or, where the law entitles you to it, to refund a reasonable portion of the price paid for the affected Service, having regard to the extent of the failure (section 54 of the CPA).

13.6 A failure affecting one part of the Services does not by itself entitle you to a refund for other parts that were properly supplied.

13.7 Approved refunds are paid to the original payment method within 15 Business Days of approval.

14. Customer responsibilities

14.1 You must:

- give us accurate and complete business, contact and account information, and keep it up to date;
- provide the information, content, access and approvals we reasonably need, on time;
- make sure you have the legal right to give us all Customer Data, including your customers', prospects' and employees' personal information;
- use the Services lawfully and in line with any acceptable-use rules we or our providers publish;
- keep your login details secure and tell us immediately of any unauthorised access;
- review and approve content created for your business before it is published or sent, unless your Order says we will publish without your approval; and
- make sure your products, services, prices, claims and representations comply with the law.

15. Marketing and communication compliance

15.1 You are responsible for every message, campaign and call sent or made through the Services on your behalf, including email, SMS, WhatsApp, voice and social media.

15.2 You must comply with all laws on electronic and direct marketing, including section 69 of POPIA, sections 11 and 12 of the CPA, section 45 of ECTA and any applicable industry code. In particular, you must:

- obtain any consent the law requires before sending direct marketing to a person who is not your existing customer;
- identify your business in every marketing message and give recipients a free way to opt out; and
- honour opt-out requests promptly and not contact persons on any applicable opt-out register.

15.3 We may pause or refuse to send any campaign that we reasonably believe breaks the law or a platform's rules.

16. Marketing and commercial results

16.1 We will perform agreed marketing, automation and growth Services with reasonable care and skill. Commercial results depend on many factors outside our control, including your market, offer, pricing, competitors and response times.

16.2 **Unless expressly guaranteed in an Order signed by EBD, we do not guarantee any number of leads, appointments, customers, sales, revenue, rankings, followers, reviews, enquiries, conversion rates or any other commercial result. Not achieving a hoped-for result is not, by itself, a failure to provide the Service.**

17. Artificial intelligence

17.1 **Some Services use artificial intelligence. AI-generated content, responses, recommendations and actions can be inaccurate, incomplete or inappropriate, and may need human review. You accept this risk when you use AI features.**

17.2 You remain responsible for decisions made on the basis of AI output. AI output is not legal, medical, financial, tax or other professional advice and must not be relied on as such.

17.3 Unless your Order says otherwise, you are responsible for reviewing and approving AI-generated content before it is published or sent to the public. Where appropriate, we may set up escalation, approval or human hand-off processes.

17.4 You must not use AI features to mislead people, to impersonate any person, or to make decisions that have legal or similarly significant effects on individuals without human involvement, as limited by section 71 of POPIA.

18. Elula Voice, telephony and call recording

18.1 Elula Voice may answer, record, transcribe and summarize calls made to your business.

18.2 **You are responsible for informing callers, for example by a recorded greeting, that they may be speaking to an AI assistant and that calls may be recorded, and for having a lawful basis to record and process calls under the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 and POPIA.** We will help you set up a suitable greeting on request.

18.3 Telephone numbers supplied by us are provided through our telecommunications providers and remain subject to their rules and to ICASA regulations. Whether a number can be ported or kept after

cancellation depends on the provider. We will give reasonable help with porting where it is technically possible, and may charge reasonable porting costs.

18A. Elula Mobile

18A.1 Elula Mobile is a business mobile service supplied by Melon Mobile Business (Pty) Ltd (Registration 2023/952122/07) ("Melon"). EBD is an independent master dealer of Melon and earns a commission from Melon on Elula Mobile services. EBD is not Melon's agent and cannot make promises or enter into agreements on Melon's behalf. EBD introduces you to the service, prepares cost reviews, helps you set up your SIMs, plans and users, and supports you in managing them.

18A.2 **Your agreement for the mobile service itself, including SIMs, numbers, plans, data, top-ups and network access, is with Melon and is governed by Melon's terms and conditions, which Melon gives you when you sign up.** These Terms apply to the services EBD provides around it.

18A.3 SIM registration under RICA and identity verification are done directly by Melon.

18A.4 **Melon invoices and collects all charges for Elula Mobile, including plan fees, top-ups and out-of-bundle usage. EBD does not invoice you or collect any payment for Elula Mobile, and clauses 7 to 10 and 13 do not apply to those charges.** We will help you resolve any billing query with Melon.

18A.5 Elula Mobile plans are month-to-month unless your Melon agreement says otherwise. Cancellation, refunds, SIM replacement and number porting are handled by Melon under its terms. Please also tell us, so that we can help.

18A.6 **Network coverage, availability and service quality are provided by Melon and its network partners. EBD is not responsible for network interruptions or for Melon's acts or omissions, and clause 19.2 applies.**

18A.7 **Any savings shown in a free mobile cost review are estimates based on the information you give us. Your actual costs depend on your usage and on Melon's pricing at the time, and clause 16.2 applies.**

18A.8 We will access your account in the Melon Mobile Business portal only with your authorisation, and only to manage it for you. You may withdraw that access at any time.

19. Service availability and third-party interruptions

19.1 We will take reasonable steps to keep the Services reliable, but we do not guarantee that they will be uninterrupted or error-free. Maintenance, internet and power failures (including load-shedding), telecommunications problems, security incidents and third-party systems may affect availability. We will try to schedule planned maintenance outside business hours and give notice where practical.

19.2 Some Services depend on third-party platforms. We are not responsible for an interruption, restriction, policy change, account suspension or failure caused by circumstances outside our reasonable control, including telecommunications networks, internet providers, social media platforms, messaging providers, payment processors, cloud providers and AI providers.

19.3 We will take reasonable steps to restore affected functionality or provide a reasonable alternative where practical. **A temporary interruption or third-party outage does not by itself entitle you to a refund, except to the extent EBD remains legally responsible.**

20. Data protection and privacy (POPIA)

20.1 Customer Data remains yours. You authorise us to process it only as reasonably necessary to provide the Services, to comply with the law and as set out in these Terms.

20.2 For personal information in Customer Data, you are the **responsible party** and EBD is your **operator** under POPIA. As your operator, EBD will:

- process that personal information only with your knowledge and authorisation, and on your documented instructions (which include these Terms and your use of the Services);
- treat it as confidential and not disclose it except as allowed by this Agreement or the law;
- maintain appropriate, reasonable technical and organisational security measures, as required by section 19 of POPIA;
- notify you without undue delay, and in any event within 72 hours, after becoming aware of reasonable grounds to believe that the personal information has been accessed or acquired by an unauthorised person;
- give you reasonable help to respond to requests from data subjects and the Information Regulator; and
- on termination, return or delete the personal information as set out in clause 21.

20.3 **You consent to EBD using third-party sub-processors (including CRM, hosting, AI, telecommunications and messaging providers) to provide the Services. Some sub-processors are located outside South Africa. EBD will transfer personal information across borders only where section 72 of POPIA allows it, for example where the recipient is bound by laws, binding corporate rules or an agreement providing an adequate level of protection.** A list of our main sub-processor categories is available on request.

20.4 EBD processes personal information about you and your staff as a responsible party in line with our Privacy Policy, available at *elulabizhub.co.za/privacy*. Our Information Officer, Gary Maulgue, can be contacted at info@elulabiz.co.za.

21. Data after cancellation or termination

21.1 You may export your Customer Data at any time while your account is active, using the export tools in the platform or by asking us.

21.2 **After cancellation or termination takes effect, we will keep your Customer Data available for export for 30 days. After that period, we may permanently delete it, except where the law requires us to keep it longer.** Deleted data cannot be recovered.

21.3 Retention periods may differ for third-party services and assets, including telephone numbers, domain names and telecommunications registrations. We will tell you of important export or transfer steps before deletion where reasonably practicable.

22. Confidentiality

22.1 Each party must keep confidential all non-public information it receives from the other party, including Customer Data, pricing, business plans, customer lists, workflows, automations and technical information ("Confidential Information").

22.2 Each party may use the other's Confidential Information only to perform or receive the Services, and may disclose it only to its employees, contractors and sub-processors who need it for that purpose and who are bound by similar confidentiality duties.

22.3 These duties do not apply to information that is public through no fault of the receiving party, that the receiving party already lawfully had, or that must be disclosed by law or court order (in which case the disclosing party must, where lawful, notify the other party first).

22.4 This clause survives termination for 3 years, and indefinitely for personal information and trade secrets.

23. Intellectual property

23.1 You keep ownership of your trademarks, logos, customer information, photographs, documents and original business content ("Customer Content"). You grant EBD a non-exclusive, royalty-free licence to use Customer Content to provide the Services during the Agreement.

23.2 EBD keeps ownership of its existing and independently developed systems, software, processes, methods, templates, workflow structures, automation designs, configurations, documentation and other intellectual property ("EBD IP"). While your subscription is active and paid, you have a non-exclusive, non-transferable license to use the EBD IP made available to you as part of the Services.

23.3 Once you have paid for them in full, you own the custom deliverables created specifically for you and identified as such in your Order, such as website copy, graphics and branded content, but not the EBD IP or third-party technology used to create them.

23.4 Domain names bought for you will be registered in your name or transferred to you on request once paid for, subject to the registrar's rules.

23.5 We may list your business name and logo as a client, and publish a case study about your results, only with your prior written consent (email is enough). You may withdraw consent at any time.

23.6 You must not copy, resell, reverse-engineer or create competing products from the Services or EBD IP.

24. Suspension and termination

24.1 We may suspend all or part of the Services, or terminate the Agreement, where:

- any amount remains overdue for more than 7 days after written notice to you;
- the Services are used unlawfully, or in breach of clause 15 or a third-party platform's rules;
- your activity threatens the security or integrity of our systems or of other users;
- continuing to provide the Services would breach the law or a third-party platform's requirements; or

- you materially breach the Agreement and do not remedy the breach within 10 Business Days after written notice, where the breach can be remedied.

24.2 Where reasonably practicable, we will give you notice before suspending or terminating. In urgent cases involving unlawful use or security threats, we may act immediately and notify you afterwards.

24.3 We will restore suspended Services promptly once the reason for suspension has been resolved. Fees remain payable during a suspension caused by your breach.

24.4 You may terminate the Agreement if we materially breach it and do not remedy the breach within 10 Business Days after your written notice.

24.5 On termination for any reason: all amounts properly due become payable; your licence to use the Services and EBD IP ends; clause 21 applies to your data; and clauses 10, 13, 20 to 23, 25, 26, 29, 30, 32 and 33, and any other clause intended to survive, remain in force.

25. Limitation of liability

25.1 **To the maximum extent permitted by law, EBD, its directors, employees and agents will not be liable to you for any indirect, special or consequential loss, or for any loss of profit, revenue, business, opportunity, goodwill or data, however caused, including through negligence.**

25.2 **To the maximum extent permitted by law, EBD's total liability to you for all claims arising from or in connection with the Agreement, whether in contract, delict or otherwise, is limited to the total fees you paid to EBD for the affected Service in the 3 months immediately before the event giving rise to the claim.**

25.3 Clauses 25.1 and 25.2 do not limit or exclude liability for fraud, willful misconduct or gross negligence, for death or bodily injury, or any other liability or consumer right that cannot lawfully be limited or excluded, including under the CPA.

26. Indemnity

26.1 **You indemnify EBD, its directors, employees and agents against all claims, losses, fines, penalties, damages and costs (including reasonable legal costs on the attorney-and-client scale) arising from:**

- **any Customer Data or Customer Content you supply, including any claim that you did not have the right to supply it or that it infringes another person's rights;**
- **any marketing, message, call or campaign sent or made on your behalf in breach of clause 15 or any law;**
- **your breach of POPIA, the CPA, ECTA or any other law in using the Services;**
- **your products, services, prices, claims or representations; and**
- **your breach of a third-party platform's rules that results in a claim or penalty against EBD.**

26.2 This indemnity does not apply to the extent that the claim was caused by EBD's own breach, gross negligence or willful misconduct.

27. Force majeure

27.1 Neither party is liable for a delay or failure to perform (other than a payment obligation) caused by an event beyond its reasonable control, including natural disasters, epidemics, war, riots, strikes, load-shedding or utility failures, government action, cyber-attacks, and failures of telecommunications networks or third-party platforms.

27.2 The affected party must notify the other party promptly and take reasonable steps to limit the effect of the event. If the event continues for more than 30 days, either party may terminate the affected Service on written notice, and we will refund on a pro-rata basis any fees paid in advance for the period after termination.

28. Changes to the Services, pricing and these Terms

28.1 We may develop, improve, modify or replace features as the Services evolve, provided that a change does not materially reduce the core functionality of a Service you have paid for during the current Subscription Period.

28.2 We may change recurring prices, usage rates or these Terms by giving you at least 30 days' written notice (or 14 days for usage-rate changes under clause 7.3). The updated Terms will be published on our website with a new effective date.

28.3 If you do not accept a material change, you may cancel the affected Service before the change takes effect, without any cancellation penalty. If you continue to use the Services after the change takes effect, you accept the change.

28.4 Changes do not apply to the remaining period of a Fixed-Term Service already agreed, unless you agree or the change is required by law.

29. Complaints and disputes

29.1 Please send any complaint to info@elulabiz.co.za, with your account details and a description of the problem. We will acknowledge it within 2 Business Days and aim to give a full response within 10 Business Days.

29.2 If the complaint is not resolved, either party may refer it to a director of EBD and a senior representative of the Customer, who must meet (in person or online) within 10 Business Days to try to resolve it.

29.3 If you are a Consumer and the dispute is still not resolved, you may refer it to the Consumer Goods and Services Ombud (cgso.org.za), the National Consumer Commission, or any other body allowed under the CPA.

29.4 For Customers who are not Consumers, a dispute not resolved under clause 29.2 may be referred by either party to mediation, and if mediation fails within 30 days, to arbitration in Johannesburg under the rules of the Arbitration Foundation of Southern Africa, by a single arbitrator agreed by the parties or appointed by AFSA.

29.5 Nothing in this clause prevents either party from seeking urgent relief from a court, or prevents EBD from recovering unpaid amounts through the courts. For that purpose, you consent to the jurisdiction of the Magistrates' Court under section 45 of the Magistrates' Courts Act 32 of 1944, even if the amount exceeds its ordinary jurisdiction.

30. Notices and addresses for legal service (domicilium)

30.1 EBD chooses as its address for the service of legal documents (*domicilium citandi et executandi*): 76 Wagenaar Road, Edenvale, Gauteng, South Africa, and for notices, info@elulabiz.co.za.

30.2 You choose as your addresses the physical and email addresses in your Order or account. You may change your address by written notice to us.

30.3 A notice sent by email is treated as received on the first Business Day after it was sent, unless the sender receives a delivery failure message.

31. Electronic agreements and communications

31.1 You agree that Orders, agreements, invoices, notices, payment confirmations and other communications may be supplied electronically, and that electronic acceptance, including at online checkout, is a valid acceptance of these Terms as recognised by ECTA.

31.2 Records of your transactions, invoices and the version of these Terms you accepted are kept for at least 5 years and are available to you on request.

32. General

32.1 **Entire agreement:** The Agreement is the entire agreement between the parties about its subject matter and replaces any earlier representations not recorded in it.

32.2 **Variation:** No variation of the Agreement is valid unless it is in writing and signed by EBD, or made under clause 28.

32.3 **No waiver:** If a party relaxes or delays enforcing any right, this does not waive that right or prevent the party from enforcing it later.

32.4 **Severability:** If any clause is found to be invalid or unenforceable, it will be severed or read down to the extent necessary, and the rest of the Agreement remains in force.

32.5 **Cession and assignment:** You may not cede, assign or transfer your rights or obligations without our written consent. We may cede or assign the Agreement to a successor of our business on notice to you, provided your rights are not reduced.

32.6 **Subcontracting:** We may use subcontractors and sub-processors to perform the Services, but remain responsible for their performance.

32.7 **Independent contractors:** Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship.

32.8 **Non-solicitation:** During the Agreement and for 12 months after it ends, you will not directly employ or engage any EBD employee who worked on your account without our written consent.

32.9 **Plain language:** These Terms are intended to be read in plain language. Where a clause is ambiguous, it will be interpreted in favour of a Consumer where the CPA requires it.

33. Governing law

33.1 The Agreement is governed by the laws of the Republic of South Africa. Subject to clause 29 and any rights a Consumer has under the CPA, the South African courts have jurisdiction.

34. Company details (section 43 of ECTA)

Item	Details
Legal name and status	Elula Business Dynamics (Pty) Ltd, a private company
Registration number	2021/607597/07, registered in South Africa
Trading name / platform	Elula BizHub
Directors	*Gary Maulgue and Robert Finlayson*
Physical address and address for legal service	76 Wagenaar Road, Edenvale, Gauteng, South Africa
Telephone	+27 60 017 9494
Email	info@elulabiz.co.za
Website	elulabizhub.co.za
VAT number	*Not VAT registered*
Information Officer	*Gary Maulgue*, info@elulabiz.co.za
Payment provider	PayFast (card details are processed by PayFast, not stored by EBD)
Currency	South African Rand (ZAR)
Self-regulatory bodies / codes of conduct	*None. EBD complies with applicable South African law.*
Country of domicile	Republic of South Africa

Acceptance

By subscribing to, buying, ordering or using any Elula BizHub Service or Product, you confirm that you have read, understood and accept these Terms & Conditions and Cancellation & Refund Policy, including the clauses printed in bold.

Effective from 13 October 2026.