

KRB DIGITAL (PTY) LTD

GENERAL TERMS AND CONDITIONS

Date: 2026/03/01

These General Terms and Conditions ("Terms") govern all services provided by KRB Digital (Pty) Ltd ("the Company") to any client ("the Client").

1. Definitions

- 1.1.** "Services" means any services provided by the Company, including but not limited to digital services, consulting, hosting, technical support, marketing services, advisory services, or any other related services.
- 1.2.** "Agreement" means the agreement between the Company and the Client formed in accordance with clause 2.

2. Acceptance of Terms

- 2.1. These Terms apply to all services rendered by the Company to the Client.
- 2.2. A binding agreement shall arise upon the earliest of:
 - 2.2.1. written acceptance of a quotation;
 - 2.2.2. verbal instruction to proceed;
 - 2.2.3. payment of any invoice;
 - 2.2.4. continued use of services;
 - 2.2.5. acceptance of any deliverables.
- 2.3. The Client acknowledges that no signature is required for these Terms to be binding and that acceptance may occur through conduct.
- 2.4. These Terms apply to all existing and future services provided by the Company unless otherwise agreed in writing.

3. Scope of Services

- 3.1. The Company shall provide services as agreed between the parties from time to time.
- 3.2. Unless expressly agreed in writing, the Company does not guarantee specific commercial, financial, operational, or performance outcomes.
- 3.3. The Client is responsible for providing accurate information, approvals, and cooperation necessary for the provision of services.

4. Fees and Payment

- 4.1. All invoices issued by the Company are payable strictly by the due date reflected on the invoice.
- 4.2. Payment shall only be regarded as received once cleared funds reflect in the Company's nominated bank account.
- 4.3. The Client shall ensure that payment is made in sufficient time to allow funds to reflect in the Company's bank account on or before the due date, unless otherwise agreed in writing.
- 4.4. Failure to ensure that payment reflects in the Company's bank account by the due date shall constitute late payment and a material breach of these Terms.
- 4.5. The Company reserves the right to charge interest on all overdue amounts at a rate of 2% per month, calculated from the due date until the date of payment in full.
- 4.6. In addition to interest, the Company reserves the right to charge a reasonable administration fee for late payment to cover the costs associated with payment follow-ups, account administration and recovery processes.
- 4.7. The Client shall be liable for all costs incurred by the Company in recovering overdue amounts, including legal fees, collection charges and tracing fees on an attorney-and-own-client scale.
- 4.8. No dispute regarding any portion of an invoice shall entitle the Client to withhold payment of any undisputed amounts.

5. Suspension of Services

- 5.1. If any amount remains unpaid 7 (seven) days after written notice of breach has been delivered to the Client, the Company may suspend, limit, or withhold any services provided to the Client until full payment is received.
- 5.2. Suspension shall not:
 - 5.2.1. constitute termination of the Agreement;
 - 5.2.2. prejudice any other rights available to the Company;
 - 5.2.3. relieve the Client of its obligation to pay outstanding amounts.
- 5.3. The Company shall not be liable for any loss, damages, business interruption, reputational harm, loss of data, loss of revenue, or loss of opportunity arising from lawful suspension due to non-payment.
- 5.4. The Company may charge a reasonable administration or reinstatement fee before restoring suspended services.

6. Intellectual Property

- 6.1. All intellectual property created by the Company shall remain the property of the Company until all amounts due have been paid in full.
- 6.2. Upon full payment, ownership of specifically agreed deliverables shall transfer to the Client, excluding the Company's underlying systems, processes, templates, methodologies, and proprietary tools.

7. Limitation of Liability

- 7.1. Services are provided on a best-effort basis.
- 7.2. The Company shall not be liable for any indirect, consequential, incidental, special, punitive, or loss of profit damages arising from or relating to any services rendered.
- 7.3. The Company's total cumulative liability for any claim arising from or relating to services shall be limited to the total fees paid by the Client in respect of the specific invoice giving rise to the claim, subject to a maximum liability of R25,000 (Twenty-Five Thousand Rand).
- 7.4. Nothing in these Terms excludes liability for fraud or intentional misconduct.
- 7.5. The Client acknowledges that the fees charged are based on the allocation of risk set out in these Terms and that the limitation of liability is a material inducement for the Company to provide services.

8. Indemnity

- 8.1. The Client indemnifies and holds the Company harmless against any third-party claims arising from:
 - 8.1.1. content supplied by the Client;
 - 8.1.2. misuse of services;
 - 8.1.3. unlawful activities conducted through systems or platforms managed by the Company;
 - 8.1.4. breach of applicable laws by the Client.

9. Termination

- 9.1. Either party may terminate services with one calendar months written notice, subject to settlement of all outstanding amounts.
- 9.2. Termination shall not affect accrued rights or obligations.

10. Force Majeure

- 10.1. The Company shall not be liable for any failure or delay caused by events beyond its reasonable control, including but not limited to acts of God, power failures, internet outages, cyber incidents, government actions, or supplier failures.

11. General

- 11.1. No variation of these Terms shall be binding unless agreed in writing by the Company.
- 11.2. If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force.
- 11.3. These Terms shall be governed by the laws of the Republic of South Africa.
- 11.4. The parties consent to the jurisdiction of the Magistrate's Court having jurisdiction, notwithstanding the amount claimed.