STANDARD TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS AND INTERPRETATION

a. In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them:

  i. "Agreement" means these Terms and Conditions and any schedules, annexures, or appendices hereto.

  ii. "Client" refers to the party entering into this Agreement with Jiratech.

  iii. "Confidential Information" means all proprietary information disclosed by either party.

  iv. "Services" refers to the products and/or services provided by Jiratech.

  v. "Fees" means the charges payable by the Client to Jiratech for the Services.

b. Any reference to the singular includes the plural and vice versa.

2. SCOPE OF SERVICES

a. Jiratech shall provide the Services to the Client as set out in the agreed proposal or work order.

b. The Client shall provide Jiratech with all necessary access, information, and cooperation required to perform the Services.

c. Any changes to the scope of Services shall be agreed upon in writing by both parties.

3. FEES AND PAYMENT TERMS

a. Fees shall be as set out in the relevant proposal, quotation, or invoice.

b. Payment shall be made within 30 days of the invoice date unless otherwise agreed in writing.

c. Late payments shall incur interest at a rate of 2% per month, calculated daily until full payment is received.

d. All fees are exclusive of VAT, unless otherwise stated.

e. Jiratech reserves the right to suspend Services if payments are not received within the agreed timeframe.

Hezekiah Investments (Pty) Ltd t/a JIRATECH
Reg No.: 2015/238634/07 VAT Reg: 4900272388
Tel.: 087 8222 331 info@jiratech.co.za

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4. TERM AND TERMINATION

a. This Agreement shall commence on the effective date and remain in force until the completion of the Services unless terminated earlier in accordance with this clause.

b. Either party may terminate this Agreement by providing 30 days' written notice, subject to settlement of any outstanding amounts.

c. Jiratech may terminate this Agreement immediately if the Client breaches any material terms and fails to remedy the breach within 14 days of written notice.

d. Upon termination, the Client shall pay all outstanding Fees for Services rendered up to the termination date.

5. CONFIDENTIALITY

a. Each party agrees to maintain the confidentiality of all proprietary or confidential information disclosed during the term of this Agreement.

b. Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing party.

c. This obligation of confidentiality shall survive the termination of this Agreement.

6. INTELLECTUAL PROPERTY

a. All intellectual property rights in the Services, deliverables, and materials provided by Jiratech shall remain the property of Jiratech unless otherwise agreed in writing.

b. The Client shall not copy, modify, distribute, or reverse-engineer any materials without the prior written consent of Jiratech.

c. Any bespoke developments or modifications requested by the Client shall be owned by Jiratech unless expressly assigned in writing.

7. WARRANTIES AND DISCLAIMERS

a. Jiratech warrants that it shall provide the Services with reasonable skill, care, and diligence.

b. Except as expressly stated, all Services are provided "as is" without any guarantees, warranties, or representations, whether express or implied.

c. Jiratech does not guarantee uninterrupted or error-free operation of the Services.

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8. LIMITATION OF LIABILITY

a. Jiratech's total liability under this Agreement shall not exceed the total Fees paid by the Client in the preceding 12 months.

b. Jiratech shall not be liable for indirect, incidental, or consequential damages, including loss of profits, revenue, data, or business opportunities.

c. Nothing in this Agreement shall exclude liability for gross negligence, fraud, or willful misconduct.

9. INDEMNITY

a. The Client indemnifies and holds Jiratech harmless from any claims, damages, or liabilities arising from:

   i. the Client's breach of this Agreement,

   ii. misuse of the Services,

   iii. violation of applicable laws and regulations.

10. FORCE MAJEURE

a. Neither party shall be liable for any delay or failure to perform obligations due to circumstances beyond their reasonable control, including but not limited to natural disasters, strikes, power outages, and government actions.

b. If a force majeure event persists for more than 60 days, either party may terminate the Agreement without liability.

11. COMPLIANCE WITH LAWS

a. Both parties shall comply with all applicable South African laws and regulations, including data protection, tax, and labour laws.

12. DISPUTE RESOLUTION

a. In the event of a dispute, the parties shall first attempt to resolve the matter amicably through good faith negotiations.

b. If unresolved, the dispute shall be referred to mediation or arbitration in accordance with the Arbitration Foundation of Southern Africa (AFSA) rules.

c. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

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13. DATA PROTECTION AND PRIVACY
   a. The Client acknowledges and agrees that Jiratech may process personal data in accordance with the Protection of Personal Information Act (POPIA).
   b. Jiratech shall implement appropriate technical and organisational measures to safeguard personal data.

14. NON-SOLICITATION
   a. The Client agrees not to solicit, hire, or engage any of Jiratech's employees, consultants, or contractors for a period of 12 months after termination of this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING
   a. The Client may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Jiratech.
   b. Jiratech reserves the right to subcontract any part of the Services to third parties.

16. NOTICES
   a. All notices under this Agreement shall be in writing and delivered to the registered addresses of the parties.
   b. Notices sent via email shall be deemed received upon acknowledgment of receipt.

17. ENTIRE AGREEMENT
   a. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or representations.

18. WAIVER
   a. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the waiving party.

ACCEPTANCE OF TERMS

By clicking the "Accept" button or checking the acceptance box on the webform, the Client acknowledges that they have read, understood, and agree to be bound by the terms and conditions of service as outlined in this document. The Client further confirms that this acceptance constitutes a legally binding agreement between themselves and Jiratech, enforceable under applicable laws.

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