TERMS OF SERVICE

Civiq Solutions (Pty) Ltd | Effective Date: 10 July 2026

1. Introduction

Welcome to Civiq Solutions. These Terms of Service ("Terms") govern the relationship between Civiq Solutions (Pty) Ltd ("Civiq Solutions", "we", "us", or "our") and the client ("Client", "you", or "your") ordering, accessing, or using our digital enablement, automation, and technology services. By signing a proposal, Service Level Agreement (SLA), or utilising our services, you agree to be bound by these Terms.

2. Scope of Services

Civiq Solutions provides technology development, implementation, and consulting services. Our offerings include, but are not limited to:

- Development and deployment of artificial intelligence solutions, workflows, and tailored **AI Agents**.
- Configuration, customisation, and deployment of **Customer Relationship Management (CRM)** architectures.
- Design, logic mapping, and deployment of **WhatsApp automation**, voice agents, and chatbot workflows.
- System integrations, custom web applications, reporting dashboards, technical training, and ongoing technical support.

3. Client Obligations and Data Inputs

To facilitate delivery, you agree to provide timely access to required systems, accurate business requirements, and operational clearances. In accordance with the Protection of Personal Information Act, 4 of 2013 (**POPIA**), you warrant that any data, personal information, or customer databases provided to us for processing, CRM seeding, or AI automation have been collected lawfully and that you possess all necessary consents for such processing.

4. Intellectual Property Rights

Unless explicitly agreed otherwise in a signed Statement of Work (SOW):

- **Our IP:** Civiq Solutions retains full ownership, copyright, and intellectual property rights in our pre-existing methodologies, proprietary code libraries, custom-built AI prompts, underlying system architectures, and underlying automation logic developed during the project.
- **Your IP:** Upon full and final payment of all outstanding invoices, the Client is granted a non-exclusive, non-transferable, perpetual license to use the delivered automation structures and dashboards for their internal business operations.

5. Third-Party Dependencies and AI Limitations

Our custom automations, CRM operations, and AI workflows rely heavily on third-party cloud infrastructure and foundational models (including but not limited to OpenAI, Anthropic, Google Cloud, Meta/WhatsApp Cloud API, and hosting vendors). You acknowledge and agree that:

1. Civiq Solutions is not liable for system downtime, API modifications, cost adjustments, token price changes, or unexpected deprecations enacted by these third-party platforms.
2. AI models can occasionally output inaccurate information or experience minor hallucinations. You hold ultimate operational responsibility for validating critical AI-generated outputs before deploying them into live client-facing environments.

6. Fees, Billing, and Default

Fees for development, setup, and ongoing maintenance will be detailed in your specific quote or SLA. Invoices are payable within the timeframe specified on the invoice (or default to Net 7 days from date of issue). Civiq Solutions reserves the right to suspend active cloud instances, CRM integrations, AI agent routing, and WhatsApp communication channels if account balances remain unpaid past their designated due date.

7. Limitation of Liability

To the maximum extent permitted under South African law, Civiq Solutions will not be held liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data loss, business interruption, or regulatory penalties arising out of third-party system exploits, service interruptions, or AI operational outputs.

8. Governing Law

These Terms, their interpretation, and all contractual relations between Civiq Solutions and the Client are governed exclusively by the laws of the **Republic of South Africa**. Both parties consent to the jurisdiction of the Gauteng Local Division of the High Court, or the Magistrate's Court having relevant jurisdiction over any disputes arising from these agreements.