Christmas Business Starter System

Offer-specific terms and conditions | Draft v0.1 | 29 November 2026

DRAFT FOR LEGAL AND COMMERCIAL APPROVAL. Not yet authorised for customer acceptance. The final order must identify the supplier, customer, applicable dates and approved commercial particulars.

1. Parties and agreement

The supplier is BizWithAI (Pty) Ltd (BizWithAI), trading through RoboLead. The customer is the South African business or person identified in the accepted order. The person accepting must have authority to bind the customer. These terms, the accepted order and applicable privacy and data-processing terms constitute the agreement for this package. Mandatory law prevails over any conflicting provision.

Supplier registration number, VAT number, physical address, support and cancellation email, privacy notice URL and complaints contact: [complete before publication]. The order must identify the subscription option, selected automation, commencement date and promotion eligibility.

2. Price, term and promotional protection

The monthly option costs R450 inclusive of VAT, payable in advance each month, with an initial six-month term (R2,700 scheduled total). Thereafter it continues month to month. The annual option costs R5,400 inclusive of VAT, payable in advance for twelve months. Proposed annual renewal: customer may elect another annual payment or monthly billing at the protected equivalent rate; no further fixed term without express agreement.

Eligible Christmas customers retain R450 per month (or R5,400 per twelve months) for the original package while their subscription remains uninterrupted. The protection excludes additional services and usage charges. On lawful termination the entitlement ends; a later subscription is at the prevailing price. A temporary payment suspension is not itself termination.

The intended standard entry price for new customers after the promotion is R900 per month inclusive of VAT. This is a planned future price, not a claim of a previously charged price. Promotion dates and availability must be stated in the order. No separate initial website development or standard implementation fee applies to this promotion.

3. Included services

One responsive website of up to five standard pages using HTML, CSS and JavaScript as needed, rather than WordPress. Hosting and SSL are included while the subscription is active. Basic page titles, descriptions and heading structure are included; search ranking is not guaranteed.

RoboLead CRM, powered by HighLevel, with unlimited contacts and users under the applicable platform entitlement, standard contact and opportunity management, and one standard pipeline. Unlimited CRM capacity does not include unlimited paid communications or implementation work.

Choose one implementation: (A) one website enquiry form, CRM contact capture, opportunity creation, acknowledgement email and business notification; or (B) one booking calendar, CRM contact capture,

confirmation email, business notification and one reminder. Email transmission charges are separate. Changes to this standard scope require a quotation.

4. Customer requirements and implementation

The customer provides a domain and authorised DNS access, accurate business details, branding, approved content and images, required legal notices and a designated approver. For booking, the customer must provide a compatible Microsoft 365 business email account and calendar, required permissions, availability and appointment rules. Licences and mailboxes are not included.

Proposed implementation allowance: one standard design layout, one consolidated revision round and one 30-minute onboarding session with standard training resources. Content may be drafted from the onboarding questionnaire, subject to customer approval. Implementation begins after payment and receipt of complete requirements. Proposed target is ten business days thereafter, subject to agreed scheduling and customer approvals; no holiday launch is guaranteed.

5. Exclusions and additional charges

No blog, WordPress, CMS editing dashboard, e-commerce, membership portal, custom application, additional pages, bespoke design, logo creation, photography, video, ongoing copywriting, translation, ongoing website edits, SEO campaigns, advertising or social media management.

Domain registration and renewals, Microsoft 365 and other business mailboxes, historical data migration, database cleansing, custom integrations, extra calendars, additional automations, consulting, individual training beyond the allowance and migration labour are excluded.

AI agents, voice AI, WhatsApp, telephone numbers, telephone services and SMS are excluded. Email sending and verification incur separate usage-based charges. Any optional paid feature or additional work requires prior disclosure and customer authorisation of the relevant rates; rates and billing method must be supplied before acceptance or activation.

6. Support and service availability

Standard technical support covers defects in the included implementation, access assistance and hosting or included automation faults. Content changes, extra configuration and consulting are separately quoted. Support hours, contact channel and response expectations must be confirmed in the order. Third-party outages and maintenance may affect availability; BizWithAI will take reasonable steps to restore affected services. No uninterrupted availability or business results are guaranteed.

7. Payment failure and suspension

Payment is due in advance on the agreed billing date. BizWithAI intends to suspend unpaid services promptly following a failed or overdue payment, but only where permitted by applicable law and after any required notice and remedy period. Suspension may affect website hosting, CRM access and automations. Suspension is distinct from termination or deletion. BizWithAI will not automatically erase customer assets on payment failure.

Where section 14 of the Consumer Protection Act applies, supplier termination for material breach requires the statutory written notice and opportunity to remedy. Outstanding charges remain payable to the extent lawfully due. Services may be restored after payment and resolution of the breach.

8. Cancellation, renewal and handover

After the initial monthly term the customer may cancel by giving 30 calendar days written notice, subject to any shorter mandatory notice or other statutory entitlement. Notice may be sent to the designated cancellation email in the order. A customer may give notice in advance to end at expiry of the initial term. Annual subscriptions end or renew according to the accepted order and applicable law; no automatic further fixed term without express agreement.

Where the Consumer Protection Act section 14 applies, the customer may cancel during the fixed term with 20 business days written or recorded notice and may be charged only a lawful, reasonable cancellation penalty, if applicable. No automatic charge of all remaining instalments applies under this clause. Required expiry notices will be issued. Any applicable cooling-off and refund rights under electronic transaction or other legislation are preserved. For other customers, early termination, any recovery of documented implementation costs and annual refund treatment must be expressly agreed in the final order before payment.

During the notice period BizWithAI will prepare transferable website files and supported CRM data exports. Handover timing, secure delivery method and post-termination retention period must be stated in the order. Hosting, CRM and automation access end on termination. Installation or reconnection elsewhere is not included.

9. Ownership and portability

The customer retains ownership of its domain, branding, supplied materials and its rights in customer data. BizWithAI provides transferable HTML, CSS, JavaScript and eligible website assets with permission to use the delivered website independently. BizWithAI retains ownership of reusable templates, methods and underlying intellectual property; third-party assets remain subject to licence terms.

RoboLead forms, calendars, platform services and automations are not standalone transferable software. Exported website code may require replacement integrations to function on another host. BizWithAI will not charge a separate development fee merely to release agreed transferable files; migration labour is excluded.

10. Privacy, security and lawful use

The customer is responsible for lawful collection and use of its contacts, website notices, marketing permissions and instructions. BizWithAI will process customer personal information in accordance with applicable POPIA obligations and documented instructions, with appropriate security safeguards. A written operator agreement must cover processing scope, confidentiality, security, incident reporting, subprocessors, cross-border transfers, retention and deletion before personal information is processed.

The customer must safeguard account access, use lawful content and avoid spam, abuse or unauthorised access. BizWithAI may take proportionate action to address security risks or unlawful use, subject to applicable law.

11. Liability, complaints and law

Neither website development nor automation guarantees leads, appointments, revenue or savings. Nothing in this agreement excludes rights or remedies that cannot lawfully be excluded, including liability for gross negligence where applicable. Any proposed liability cap must be separately reviewed and clearly disclosed before acceptance.

South African law applies. Complaints may be sent to the designated complaints contact; the parties will attempt reasonable resolution without limiting access to courts, regulators or statutory dispute mechanisms.

12. Electronic acceptance

Before payment, the customer must be able to view, download and retain these terms, review and correct order details, see all applicable prices and charges, select the subscription and automation, and expressly accept the final version. BizWithAI will retain the order, terms version, acceptance timestamp and payment record, and supply a confirmation copy. Marketing consent is separate and optional.