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IG-LEGAL-TOS	v1.1	January 2026	20 February 2026

Terms of Service

1. Acceptance of Terms

By accessing and using ISOGuardian ("the Service"), you accept and agree to be bound by these Terms of Service, our Privacy Policy, POPIA Compliance Policy, and PAIA Manual (collectively, "the Terms"). If you do not agree, do not use the Service. If acting for a company, you warrant authority to bind it.

These Terms are governed by the laws of the Republic of South Africa, including the Consumer Protection Act 68 of 2008 (CPA), the Protection of Personal Information Act 4 of 2013 (POPIA), and the Electronic Communications and Transactions Act 25 of 2002 (ECTA).

2. Service Description

ISOGuardian is a cloud-based ISO compliance management platform that provides:

- ISO compliance management across ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018
- Document management — upload, store, organise, and retrieve ISO documentation with automated numbering and Activity Trail logging
- Non-Conformance Report (NCR) tracking — full lifecycle management from creation through corrective action to closure
- Audit scheduling and management — internal and external audit scheduling with close-out documentation per ISO 19011:2018
- Management review scheduling and documentation per ISO 9001:9.3, including meeting minutes, decisions, and action items
- Compliance scoring and reporting across all supported standards, organised by clause
- Activity Trail — comprehensive audit logging for ISO 7.5.3 traceability
- Branded PDF document exports with company branding and signature blocks

3. Platform Development & Future Features

ISOGuardian is an actively developed platform. We continuously enhance the Service by adding new features, improving existing functionality, and expanding standards coverage. Planned enhancements may include (without limitation): document generation, digital signatures, automated notifications, additional ISO standards (including ISO 27001), and AI-powered compliance advisory tools.

No Commitment: References to planned or future features do not constitute a commitment that such features will be delivered by any specific date. Your subscription covers all features available on the Platform at the time of use.

Feature Changes: We reserve the right to modify, enhance, or retire features with thirty (30) days' notice. Core functionality as described in your Client Subscription Agreement will not be removed during your subscription term without equivalent replacement.

4. User Responsibilities

You agree to:

- Provide accurate information and maintain its accuracy
- Keep credentials confidential and notify us of any suspected unauthorised access
- Use the Service in compliance with all applicable South African laws
- Ensure personal information uploaded has a lawful basis under POPIA
- Not reverse-engineer, decompile, or derive source code of the Platform
- Not upload malicious content or material infringing third-party IP rights
- Maintain your own backups of critical data

5. Data Ownership & License

Your Data: You retain all rights to data you upload to ISOGuardian.

License Grant: You grant us a limited licence to store, process, and display your data solely for providing the Service.

Our IP: The Platform, including software, design, templates, branded export formats, and documentation, is owned by ISOGuardian (Pty) Ltd. You are granted a non-exclusive, non-transferable licence for the duration of your subscription.

6. Limitation of Liability

> **IMPORTANT**
>
> ISOGuardian is a management tool designed to assist with compliance management.
> It does not guarantee ISO certification, 100% compliance with any standard,
> elimination of all compliance risks, or that any feature will produce a particular
> regulatory outcome. You remain solely responsible for achieving and maintaining
> compliance. Consult qualified professionals for compliance decisions.

Exclusion: To the maximum extent permitted by law, we are not liable for indirect, incidental, special, or consequential damages, including loss of profits, data, or goodwill.

Maximum Liability: Our total aggregate liability shall not exceed fees paid by you in the 12 months preceding the claim.

7. Service Availability

Uptime Target: We target 99% monthly uptime. This excludes scheduled maintenance, force majeure, and third-party outages.

Maintenance: Communicated at least 48 hours in advance where practicable.

Support: Email support during business hours (Monday–Friday, 08:00–17:00 SAST, excl. SA public holidays).

Service Credits: Where a Client Subscription Agreement applies, service credits are specified therein.

8. Payment & Subscription

Billing: Subscription-based. Plans detailed on the website or in your Client Subscription Agreement. All amounts in ZAR, exclusive of VAT.

Payment: Due in advance on the 1st of each month via EFT. Late payment beyond 7 days may restrict access; beyond 14 days, suspension.

Price Changes: Once per annum with 30 days' notice. Increases capped at 10% or CPI + 2%, whichever is greater.

Fixed-Term: Where a 12-month agreement applies, early cancellation is subject to early termination provisions in your Subscription Agreement.

9. Cancellation & Refunds

CPA Cooling-Off: Where the CPA applies (distance selling), cancel within 5 business days of signup for a full refund less prorated usage.

Fixed-Term: Early cancellation subject to a reasonable termination fee per your Subscription Agreement, calculated per CPA Section 14.

Month-to-Month: Cancel with 30 days' written notice. Effective at end of billing cycle.

No Partial Refunds: No refunds for partial months or unused time, except where required by law.

10. Account Termination

By You: Contact support to terminate your account.

By Us: We may suspend or terminate for breach, non-payment exceeding 30 days, fraud, or abuse. 14 days' notice and opportunity to remedy provided for breach.

Data Retention: Data retained for 30 days post-termination for export, then permanently deleted unless legal retention applies.

11. Data Protection & POPIA

We process personal information under POPIA. You are the Responsible Party; ISOGuardian is the Operator.

Data Hosting: Supabase infrastructure in the EU (London), compliant under POPIA Section 72.

Security: AES-256 encryption at rest, TLS in transit, Row Level Security, role-based access, audit logging, CAPTCHA protection.

Breach Notification: Within 72 hours per POPIA Section 22.

12. Security

Commercially reasonable security measures including:

- AES-256 encryption at rest and TLS 1.2+ in transit
- Row Level Security (RLS) for multi-tenant data isolation
- Role-based access controls with company-scoped permissions
- Comprehensive audit logging of all actions
- Cloudflare Turnstile CAPTCHA
- Session management with automatic timeout

No method of transmission or storage is 100% secure. We maintain commercially acceptable safeguards.

13. Changes to Terms

We may update these Terms with 30 days' written notice per CPA Section 14(2)(b)(i)(bb). Material changes communicated via email. Continued use after the notice period constitutes acceptance. If you disagree, you may terminate per Clause 9.

14. Force Majeure

Not liable for failure or delay caused by events beyond reasonable control: acts of God, disasters, power outages, internet failures, government actions, pandemics, civil unrest, or third-party provider outages.

15. Governing Law

South African law applies. Disputes first to mediation in Gauteng; if unresolved within 30 days, to the courts of South Africa, Gauteng Division.

16. Miscellaneous

These Terms, together with your Client Subscription Agreement (if applicable), Privacy Policy, and PAIA Manual, constitute the entire agreement. Invalid provisions do not affect the remainder. No waiver effective unless written. We may assign to a successor; you may not assign without our consent. Electronic signatures recognised per ECTA.

Contact Information

Information Officer & Director: Tyreece Kruger

Support & Legal: support@isoguardian.co.za

Address: 1 Goodwood Avenue, Comet, Boksburg, Gauteng, 1459

ISOGuardian (Pty) Ltd | Registration: 2026/082362/07 | VAT: Pending