

TERMS OF SERVICE
ISOGuardian (Pty) Ltd
Effective Date: January 2026
Last Updated: January 2026

These Terms govern your use of the ISOGuardian platform, website (www.isoguardian.co.za), AI-powered ISO compliance advisory services, and related features ("Service"). By using the Service, you agree to these Terms. If acting for a company, you warrant authority to bind it.

1. Account and Access

You must provide accurate information to create an account. Keep credentials secure. You are responsible for all activity under your account.

2. Subscription and Payment

The Service is subscription-based (plans detailed on the website). Payments are in ZAR, exclusive of VAT. We may change pricing with 30 days' notice. Continued use constitutes acceptance.

3. Your Content and Responsibilities

You retain ownership of uploaded Content but grant us a licence to process it for providing/improving the Service. You warrant you have rights to upload it, it complies with laws, and you have a lawful POPIA basis to share any personal/special personal information. We are not liable for Content loss — back up your data.

4. Service and AI Advisory

The Service analyses ISO documents and provides AI suggestions. (AI outputs are informational only — not professional advice, certification, or compliance guarantee). Consult qualified experts for decisions. We disclaim all warranties of accuracy or completeness.

5. Prohibited Use

Do not misuse the Service (e.g., reverse-engineering, uploading malware, overloading systems).

6. Intellectual Property

We own the Service, software, and non-user content. No unauthorised use of our trademarks.

7. Privacy and Data

Use is governed by our [Privacy Policy](<https://www.isoguardian.co.za/privacy-policy>) and [PAIA Manual](<https://www.isoguardian.co.za/paia-manual>), incorporated herein.

8. Disclaimers and Liability Limit

The Service is "as is" without warranties. We are not liable for indirect/consequential damages, loss of profits/data, or reliance on AI outputs. Total liability is limited to fees paid in the prior 12 months.

9. Indemnity

You indemnify us against claims from your Content, breaches, or violations.

10. Termination

We may suspend/terminate for breach or non-payment. You may cancel your subscription as described in Section 15.

11. Force Majeure

We are not liable for delays/failures due to events beyond control (e.g., acts of God, outages, strikes).

12. Governing Law

South African law applies. Disputes in Gauteng courts.

13. Miscellaneous

These Terms are the entire agreement. If any provision is invalid, the rest remain. No waiver unless written. We may assign these Terms.

14. Refund and Cancellation Policy

- Cooling-off Period : Where the Consumer Protection Act 68 of 2008 applies (e.g., distance selling or direct marketing), you may cancel within 5 business days of signup for a full refund (less any prorated usage fees if applicable).
- Subscription Cancellation : You may cancel at any time by emailing support. Cancellation takes effect at the end of the current billing cycle unless otherwise stated.
- Refunds for Partial Periods : No refunds are given for partial months or unused time in an active subscription period, except where required by law (CPA Section 14/17).
- Early Termination of Fixed-Term Plans : If you cancel a fixed-term subscription early, a reasonable cancellation penalty may apply (calculated in line with CPA guidelines, e.g., based on notice period, remaining term, and our mitigation costs). Any penalty will be disclosed at signup or in your plan details.
- Refund Processing : Approved refunds are processed to the original payment method within 30 days.
- Non-refundable Items : Setup fees, one-time charges, or custom development (if any) are non-refundable.

This policy complies with the Consumer Protection Act 68 of 2008.

15. Contact

Tyreece Kruger (Information Officer)

krugerreece@gmail.com

1 Goodwood Avenue, Comet, Boksburg, Gauteng, 1459

By using the Service, you acknowledge agreement to these Terms.