

FILE BY FIFO - TERMS OF SERVICE

Effective Date: _____

Last Updated: _____

1. INTRODUCTION

Welcome to File by FIFO ("File", "the Service", "our Service"), a cloud-based human resources and disciplinary management system operated by FIFO Solutions (Pty) Ltd (Registration No: 2026/071559/07) ("FIFO", "we", "us", "our").

By accessing or using File, you ("Client", "you", "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the Service.

These Terms constitute a legally binding agreement between you and FIFO.

2. DEFINITIONS

2.1 **"Account"** means your registered account to access File.

2.2 **"Authorized Users"** means individuals authorized by you to access the Service under your Account.

2.3 **"Client Data"** means all data, including employee information, that you input into or generate using the Service.

2.4 **"Subscription"** means your paid access to the Service for a defined period.

2.5 **"Service"** means the File by FIFO application, including all features, functionality, and related services.

3. ELIGIBILITY

3.1 You must be a registered business or organization operating lawfully in South Africa.

3.2 The individual accepting these Terms must have authority to bind the organization.

3.3 You must be at least 18 years of age.

4. ACCOUNT REGISTRATION

4.1 You must provide accurate, complete, and current information during registration.

4.2 You are responsible for maintaining the confidentiality of your account credentials.

- 4.3 You must notify us immediately of any unauthorized use of your Account.
- 4.4 You are responsible for all activities that occur under your Account.
- 4.5 One Account per organization. Multiple accounts for the same organization are not permitted.
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5. SUBSCRIPTION AND PAYMENT

5.1 Subscription Plans

File is offered on a subscription basis. Current pricing is based on your number of employees:

Employees	Annual Fee	Monthly Fee	Setup Fee
0-20	R5,000	R417	R1,000
21-50	R8,000	R667	R1,500
51-100	R12,000	R1,000	R2,500
101-300	R15,000	R1,250	R2,500
301-500	R20,000	R1,667	R2,500
500+	R25,000	R2,083	R2,500

5.2 Payment Terms

- Subscriptions are billed in advance (annually or monthly as selected).
- Payment is due within 7 days of invoice.
- All fees are quoted in South African Rand (ZAR) and exclude VAT (if applicable).

5.3 Late Payment

- Accounts with payments overdue by more than 14 days may be suspended.
- A reconnection fee may apply to reactivate suspended accounts.
- We reserve the right to charge interest on overdue amounts at the prime lending rate.

5.4 Price Changes

- We may adjust pricing with 30 days written notice.
- Price changes apply at the next renewal period.
- You may cancel before the new pricing takes effect.

5.5 Refunds

- Setup fees are non-refundable.
 - Annual subscriptions: Pro-rata refund available within first 30 days only.
 - Monthly subscriptions: No refunds for partial months.
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6. SERVICE DESCRIPTION

6.1 Core Features

File provides tools for: - Employee management and records - Disciplinary warning management - HR meeting scheduling and documentation - Absence tracking and reporting - Document generation (PDFs) - Multi-language support (11 South African languages)

6.2 Service Availability

- We aim to maintain 99% uptime but do not guarantee uninterrupted service.
- Scheduled maintenance will be communicated in advance where possible.
- We are not liable for downtime caused by factors beyond our control.

6.3 Updates and Changes

- We may update, modify, or discontinue features at any time.
 - Material changes will be communicated with reasonable notice.
 - Continued use after changes constitutes acceptance.
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7. ACCEPTABLE USE

7.1 Permitted Use

You may use File only for: - Managing your organization's legitimate HR and disciplinary processes - Purposes consistent with South African employment law - Your internal business operations

7.2 Prohibited Use

You may NOT: - Use the Service for any unlawful purpose - Upload malicious code or attempt to compromise the Service - Share your account credentials with unauthorized parties - Resell, sublicense, or redistribute access to the Service - Use the Service to harass, discriminate, or harm individuals - Attempt to reverse engineer, copy, or replicate the Service - Upload content that infringes intellectual property rights - Exceed your subscribed employee tier without upgrading

7.3 Compliance

You are responsible for ensuring your use of File complies with: - The Labour Relations Act (LRA) - The Basic Conditions of Employment Act (BCEA) - The Protection of Personal Information Act (POPIA) - All other applicable South African laws

8. CLIENT DATA

8.1 Ownership

You retain full ownership of all Client Data. We do not claim any ownership rights over your data.

8.2 License to FIFO

You grant us a limited license to access, process, and store Client Data solely for the purpose of providing the Service.

8.3 Data Security

We implement reasonable security measures to protect Client Data. See our Privacy Policy for details.

8.4 Data Export

You may export your data at any time using the export features provided in the Service.

8.5 Data Deletion

Upon termination, we will retain your data for 30 days to allow export. After this period, data will be permanently deleted unless legally required to retain it.

8.6 Data Accuracy

You are responsible for the accuracy and legality of Client Data you input into the Service.

9. INTELLECTUAL PROPERTY

9.1 FIFO Property

File, including all software, design, trademarks, and documentation, is the exclusive property of FIFO Technologies (Pty) Ltd.

9.2 Limited License

We grant you a limited, non-exclusive, non-transferable license to access and use the Service for your internal business purposes during your Subscription period.

9.3 Restrictions

You may not: - Copy, modify, or create derivative works of the Service - Reverse engineer, decompile, or disassemble the Service - Remove any proprietary notices or labels - Use our trademarks without written permission

10. CONFIDENTIALITY

10.1 Mutual Obligations

Each party agrees to keep confidential all non-public information received from the other party.

10.2 Exceptions

Confidentiality obligations do not apply to information that: - Is or becomes publicly available through no fault of the receiving party - Was already known to the receiving party - Is independently developed without use of confidential information - Is required to be disclosed by law

11. WARRANTY DISCLAIMER

11.1 “As Is” Service

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

11.2 No Guarantees

WE DO NOT WARRANT THAT: - The Service will be uninterrupted or error-free - The Service will meet your specific requirements - Any errors will be corrected - The Service is free of viruses or harmful components

11.3 Professional Advice

File is a tool to assist with HR management. It is NOT a substitute for legal advice. You should consult qualified legal and HR professionals for specific situations.

12. LIMITATION OF LIABILITY

12.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FIFO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: - Loss of profits or revenue - Loss of data - Business interruption - Loss of goodwill

12.2 Maximum Liability

OUR TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

12.3 Essential Purpose

These limitations apply even if any remedy fails of its essential purpose.

13. INDEMNIFICATION

You agree to indemnify and hold harmless FIFO, its directors, employees, and agents from any claims, damages, losses, or expenses (including legal fees) arising from: -

Your use of the Service - Your violation of these Terms - Your violation of any applicable law - Any claim that your Client Data infringes third-party rights

14. TERMINATION

14.1 Termination by You

You may cancel your Subscription at any time by: - Providing written notice to support@fifo.systems - Cancellation takes effect at the end of your current billing period

14.2 Termination by FIFO

We may suspend or terminate your access if: - You breach these Terms - You fail to pay fees when due - We are required to do so by law - We discontinue the Service (with reasonable notice)

14.3 Effect of Termination

Upon termination: - Your access to the Service will cease - You have 30 days to export your data - Outstanding fees remain payable - Provisions that should survive termination will remain in effect

15. DISPUTE RESOLUTION

15.1 Informal Resolution

Before initiating formal proceedings, you agree to contact us at support@fifo.systems to attempt to resolve any dispute informally.

15.2 Governing Law

These Terms are governed by the laws of the Republic of South Africa.

15.3 Jurisdiction

Any disputes shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

15.4 Mediation

The parties agree to attempt mediation before litigation for any dispute exceeding R50,000.

16. GENERAL PROVISIONS

16.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and FIFO.

16.2 Amendments

We may update these Terms at any time. We will notify you of material changes via email or in-app notification. Continued use after changes constitutes acceptance.

16.3 Severability

If any provision is found unenforceable, the remaining provisions continue in effect.

16.4 No Waiver

Failure to enforce any provision does not waive our right to enforce it later.

16.5 Assignment

You may not assign your rights under these Terms without our written consent. We may assign our rights to an affiliate or successor.

16.6 Force Majeure

We are not liable for delays or failures caused by circumstances beyond our reasonable control.

17. CONTACT INFORMATION

FIFO Technologies (Pty) Ltd

Email: support@fifo.systems

Website: <https://file.fifo.systems>

Physical Address: _____

18. ACCEPTANCE

By clicking "I Agree", creating an Account, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

Version: 1.0

Effective: _____