BRENDMO

Terms of Service

Version 0.1.0-draft | Effective 2026-10-12 | Draft for legal review

The agreement between your organisation and Brendmo for using Brendmo PMS, its packages and modules.

1. About these Terms

These Terms of Service ("Terms") are the agreement between Brendmo ("Brendmo", "we", "us") and the organisation that subscribes to Brendmo PMS (the "Customer", "you"). Brendmo PMS is a web-based performance management service (the "Service"). By accepting these Terms when you register, or by using the Service, you agree to them.

The person who accepts these Terms for the Customer confirms that they are authorised to bind the Customer. Acceptance is recorded electronically (version of the Terms, the date and time, the user and the Customer) and is binding under the Electronic Communications and Transactions Act 25 of 2002.

2. The Service

Brendmo PMS lets a Customer define key performance indicators (KPIs) with targets and weightings, capture achievement, run review cycles with approvals, and view dashboards and reports. The packages and modules available to a Customer are those stated in its order form or on the pricing page when it subscribed. Modules that are shown as "coming soon" are not part of the Service until Brendmo releases them.

We may improve, change or retire features from time to time. We will give reasonable notice of any change that materially reduces the functionality you subscribed to.

3. Accounts and users

- The Customer appoints one or more administrators who invite and manage users. The Customer is responsible for the accuracy of the user list and for the actions of its users.
- Each user must keep their login details confidential. The Customer must tell us promptly if it suspects unauthorised access.
- A "licensed employee" is an employee whose performance is managed in the Service. The Customer must keep the number of licensed employees at or below the number it has paid for, and tell us when it increases.

4. Fees, billing and tax

Fees are charged per licensed employee per month for the chosen package, together with any once-off implementation fee and any agreed advisory services, as set out in the order form or pricing page. The minimum subscription is 25 licensed employees and the standard subscription term is 12 months, renewing for further periods of 12 months unless either party gives notice as set out in clause 11.

Fees are quoted in South African rand and exclude value-added tax and other taxes, which are added where they apply. Where we agree in writing to invoice in another currency, the invoice states the currency and any exchange rate used.

Fees may be paid by card subscription through our payment provider or by electronic funds transfer against an invoice. Invoices are payable within the period stated on the invoice. Fees may be

adjusted once a year; we will give at least 30 days' written notice of an increase. [To be confirmed by Brendmo: escalation percentage and notice period.]

5. Late or failed payment

If a payment is late or fails, we will notify the Customer and allow a grace period before taking action. After the grace period we may restrict the Service (for example to read-only access) until the amount is paid. We will not delete Customer Data because of non-payment before the retention period in clause 11 has run. [To be confirmed by Brendmo: grace period length and what "restricted" means.]

6. Customer Data

- The Customer owns the data it and its users put into the Service, including employee records, KPIs, ratings, comments and attachments ("Customer Data").
- The Customer gives Brendmo a limited licence to host and process Customer Data only to provide, secure and support the Service for the Customer, and as described in our Privacy Policy and Data Processing Agreement.
- The Customer is responsible for having a lawful basis to put personal information about its employees into the Service and for telling those employees how their information is used.
- The Customer can export its Customer Data while its subscription is active and for the period stated in clause 11 after it ends.

7. Acceptable use

The Customer and its users must follow our Acceptable Use Policy, which forms part of these Terms. In particular they must not attempt to access another customer's data, interfere with the Service, or use it unlawfully.

8. Confidentiality and security

Each party must keep the other's confidential information confidential and use it only for the purposes of these Terms, except where disclosure is required by law.

We apply reasonable technical and organisational measures to protect Customer Data against loss, damage and unauthorised access, consistent with the Protection of Personal Information Act 4 of 2013 (POPIA). No online service is completely secure, and we do not promise that the Service will be free of interruptions or errors.

9. Intellectual property

Brendmo PMS, its software, design, branding and documentation remain the property of Brendmo and its licensors. These Terms give the Customer a right to use the Service for its internal business purposes during the subscription, and no other rights.

10. Warranties and liability

The Service is provided "as is" and "as available". We will use reasonable skill and care in providing it, but to the maximum extent permitted by law we do not give any other warranty, including that scores, ratings or reports will suit a particular HR, legal or labour-law purpose. The Customer remains responsible for its own employment decisions.

To the maximum extent permitted by law, neither party is liable for indirect or consequential loss, or for loss of profit or goodwill, and our total liability for any claim is limited to the fees the Customer

paid us in the 12 months before the claim arose. Nothing in these Terms limits liability that cannot be limited by law, and any rights the Customer has under the Consumer Protection Act 68 of 2008 apply only where that Act applies to it.

11. Term, termination and data retention

- The subscription starts on the go-live date stated in the order form, or the date stated there if go-live is delayed, and runs for the initial term. It renews automatically for 12 months unless either party gives at least 60 days' written notice before the renewal date. [To be confirmed by Brendmo: notice period.]
- Either party may terminate for a material breach that is not remedied within 30 days of written notice.
- When the subscription ends, the Customer can export its Customer Data for 30 days. After that we delete or anonymise Customer Data, except where the law requires us to keep it, and backups roll off in the ordinary course. [To be confirmed by Brendmo: retention period.]

12. Changes to these Terms

We may update these Terms. Material changes will take effect for the Customer on its next renewal or after at least 30 days' written notice, whichever is later, and the updated version will show a new version number and effective date. If the Customer does not accept a change, it may end the subscription at the next renewal.

13. Governing law and disputes

These Terms are governed by the laws of the Republic of South Africa. The parties will first try to resolve any dispute through good-faith discussions. If that fails, the courts of the Republic of South Africa have non-exclusive jurisdiction.

14. Contact

Questions about these Terms: help@brendmo.com, +27 11 026 3052, Tybalt Place, Howick Cl, Vorna Valley, Midrand, 1686, South Africa.