General Terms of Service

Fakade Innovations (Pty) Ltd, trading as M-Works™

Version 2.1 | Approved | Effective date 25/11/2026

1. Who we are and scope

Fakade Innovations (Pty) Ltd (registration number 2024/044399/07), referred to as Fakade, M-Works, we or us, provides software products, managed website and hosting services, software engineering, configuration, onboarding, technical support and related consulting services.

These general terms govern use of our corporate websites and form the general contractual framework for services purchased from us. They apply to PAM (Payroll Aggregation), M-Works Pages, Tshapisa where offered, and other services as made available. References to a product do not mean that all its features are currently available.

2. Agreement and order of precedence

Browsing our websites is subject to the applicable website-use provisions of these terms. Submitting an enquiry, requesting a demonstration or joining a waitlist does not itself create a paid subscription or authorise payment.

A paid service agreement is formed when the parties accept the applicable written or electronic order and terms in the manner stated in that order. An individual accepting on behalf of a business must have authority to do so. We will make the applicable terms and service details available before acceptance.

Written or electronic acceptance must identify the party accepting and indicate agreement to the identified version and order. An individual accepting on behalf of a business confirms that they are authorised to bind it. The parties may use an agreed affirmative acceptance action, electronic signature or written confirmation where the law permits. Any legally prescribed form or signature requirement applies. Fakade records the accepting party and representative capacity, acceptance method, date and time, and exact agreement, order and applicable schedule versions, and makes the accepted documents available to the customer in a form it can retain and reproduce.

Mandatory law takes precedence. For the matters it specifically regulates, an applicable accepted product agreement, service schedule or order governs over these general terms in the event of a conflict. The Data Processing Agreement and its applicable schedules govern operator processing obligations. Our Privacy Notice explains how we process personal information; it is not a blanket consent to processing or marketing.

3. Services and agreed scope

We will provide the services described in the accepted order with reasonable care and skill, subject to applicable law. Scope, deliverables, service levels, dependencies, supported features, implementation timing and any customer-specific requirements will be set out in the applicable agreement or quotation. Additional work requires agreement on scope and charges before it is undertaken.

4. Orders, fees and payment

All prices are stated in South African Rand (ZAR). Fakade is not currently registered for VAT and does not charge VAT. We disclose billing frequency, payment dates, renewal terms, discounts and additional charges before acceptance. If Fakade becomes registered for VAT, we will notify affected customers in writing and apply VAT in accordance with applicable law.

Customers must pay amounts properly due under the accepted agreement. Recurring payment collection requires the appropriate separate authorisation. A payment provider may process payments to us for our own services. We do not act as a bank, financial institution or payment service provider by collecting our own service fees.

Where our software facilitates customer payment instructions, the relevant product agreement identifies the parties and their responsibilities. Payment execution is undertaken by the customer's appointed bank or authorised payment provider under the customer's authority. Fakade does not receive, hold, pool or transfer funds on behalf of customers as part of those software services.

5. Subscription changes, cancellation and refunds

The applicable product agreement determines the subscription duration, renewal, price changes, cancellation, suspension, termination, any reinstatement charges and post-termination arrangements. We will communicate applicable charges and the process for ending a service clearly before the customer commits.

Refunds, cooling-off rights and remedies for defective or undelivered services are governed by applicable law and the accepted agreement. Nothing in these terms makes all payments automatically non-refundable or removes a statutory right to cancel or obtain a refund. Incorrect or duplicate collections will be investigated and corrected where appropriate.

6. Customer responsibilities and acceptable use

Customers must provide reasonably accurate information, cooperate with agreed delivery requirements, safeguard their credentials and promptly report suspected unauthorised access. The customer warrants that information, materials and processing instructions it supplies are lawful and that it has the rights, lawful grounds, permissions and authorisations needed to supply them and give those instructions. For personal information, it must provide required notices and obtain consent where consent is the applicable lawful ground.

To the extent permitted by law, the customer indemnifies Fakade for amounts lawfully payable on a third-party claim and reasonable, necessary defence costs only to the extent directly caused by a breach of this warranty or the customer's unlawful instructions. Fakade must promptly notify the customer, allow reasonable participation in the defence and take reasonable steps to mitigate loss. The indemnity does not cover a regulatory fine or penalty imposed on Fakade or loss to the extent caused by Fakade's unlawful conduct, negligence or contractual breach. It does not limit any statutory right, duty or remedy that cannot lawfully be limited.

Our websites and services must not be used to distribute unlawful or infringing material, introduce malicious software, access systems or data without authorisation, disrupt other users, evade security controls, or misuse personal information. This does not prevent lawful, authorised security testing or the exercise of statutory rights.

7. Availability, maintenance and third-party services

We take reasonable steps to maintain security and service availability. Maintenance, outages and third-party failures may cause interruptions. Any specific availability commitments are stated in the relevant agreement. We will take reasonable steps to communicate material disruptions and restore affected

services. Third-party terms may apply to external services; their involvement does not remove obligations we owe under law or contract.

8. Intellectual property and customer content

Fakade retains its rights in its software, documentation, trademarks, reusable templates, tools and pre-existing technology, except where expressly agreed otherwise. Customers receive the licence or other use rights specified in their applicable service agreement. Subscription payments do not automatically transfer ownership of source code or other proprietary technology.

Customers retain their rights in their supplied content, business branding and other customer-owned assets. A domain registered in a customer's name remains under that customer's ownership or registration rights, subject to registrar rules. Customers grant us the limited permissions necessary to deliver the agreed services, including hosting, maintaining and processing supplied content where required.

Any purchase, transfer, buyout or perpetual licence of a client-specific deliverable is governed by its applicable agreement and quotation. Reusable technology and third-party materials remain subject to their respective rights and licences. Any permitted marketing or showcase use of customer material must have an appropriate separate basis; service delivery permission is not automatic permission for publicity.

9. Privacy, processing and confidentiality

We handle personal information in accordance with applicable law, including the Protection of Personal Information Act 4 of 2013 (POPIA), and our Corporate Privacy Notice. Where we act as an operator for a customer, the applicable Data Processing Agreement and service schedule specify instructions, security, confidentiality, return or deletion and related obligations.

Each party must protect confidential information received from the other in connection with a service and use it only for authorised purposes. Disclosure is permitted to persons who need the information for those purposes and are appropriately bound to protect it, or where required by law. These obligations do not apply to information lawfully public or independently obtained without a confidentiality restriction.

10. Suspension, termination and exit

We may suspend or terminate services in accordance with the accepted service agreement and applicable law, including for non-payment or material breach. We will provide the required notice and reasonable opportunity to remedy a remediable breach. Where an immediate security, legal or serious operational risk requires urgent action, we may take proportionate protective measures and notify the customer as soon as reasonably practicable, where lawful.

At the end of a service, access, outstanding amounts, customer content retrieval, domain transfer, data return or deletion, archival and any buyout or restoration options are handled under the applicable agreement and law. Confidentiality, accrued payment obligations and other provisions intended to survive termination continue as applicable.

11. Liability and service remedies

Nothing in these terms excludes or restricts liability for fraud, wilful misconduct, gross negligence, or any liability, duty or remedy that cannot lawfully be excluded or restricted. We remain responsible for performing our contractual and statutory obligations, including applicable obligations concerning service quality and personal information.

An exclusion of indirect or consequential loss applies only to the extent it is lawful, fair and expressly applicable under the accepted agreement. Responsibility for third-party outages, customer-supplied information and other events depends on the parties' obligations and the cause of the loss. Any monetary

cap must be expressly set out in the applicable accepted product agreement and brought to the customer's attention as required by law.

We will consider service complaints and provide any correction, repeat performance, refund or other remedy required by law or under the agreement. The Consumer Protection Act and the Electronic Communications and Transactions Act apply where relevant, including their requirements for fair terms and protection of statutory remedies.

12. Changes to terms and services

We may update these general terms for legal, security, operational or service changes. We will identify the version and effective date and communicate material changes where required. Updated website-use terms apply prospectively. Changes to an existing paid agreement require the notice, consent or other procedure permitted by that agreement and applicable law; publication alone does not retrospectively alter agreed commercial terms.

13. Complaints, notices and dispute resolution

Please contact us using the official channels below for service complaints, billing disputes or other notices. We will make reasonable efforts to resolve matters fairly. Customers may approach competent courts, regulators, ombuds or consumer bodies where applicable. These terms do not require a customer to waive statutory remedies or first use an exclusive internal process.

For contractual notices, Fakade designates its registered office at 50 Winchester Crescent, Morningside, East London, 5247, South Africa, and the customer designates the physical address stated in the accepted agreement or order. Each party chooses its designated physical address as its domicilium citandi et executandi, subject to applicable law and the rules governing service. A party may update its designated address by written notice to the other party.

Written contractual notices may be delivered by hand or prepaid registered post to the designated physical address, or by email to the address stated in the agreement or order for notices. If the order does not specify a Fakade notice email, use info@m-works.co.za. Subject to proof to the contrary and mandatory law, hand delivery is received on delivery, registered post seven business days after posting, and email on the next business day after transmission unless there is a delivery failure. Any more protective statutory notice or delivery requirement prevails. Service of court process and other formal legal proceedings must follow the applicable law and procedural rules. An email sent for contractual notice is not by itself service of legal proceedings.

14. Governing law and interpretation

These terms are governed by the laws of the Republic of South Africa. If a provision is unenforceable, the remaining provisions continue to apply to the extent permitted by law. Nothing limits mandatory rights under the Consumer Protection Act, the Electronic Communications and Transactions Act or other applicable legislation.

15. Company and contact details

Fakade Innovations (Pty) Ltd | Registration number: 2024/044399/07
50 Winchester Crescent, Morningside, East London, 5247, South Africa
General enquiries: info@m-works.co.za | Privacy: privacy@m-works.co.za
Websites: https://fakade.co.za/ | https://m-works.co.za/

The official business telephone number will be provided before we offer covered electronic transactions. Current company details are set out in the Company and Statutory Disclosures.