

	INTRODUCTION		
1.1	Paymaster (Payspace) software is a scalable, agile, multi-country, 100% cloud based human capital management application that provides services related to payroll and HR services. Paymaster enables businesses of all sizes to run a compliant best in class people management operation cost effectively.		
2	DEFINITIONS		
2.1	“ Agreement ” means:		
	2.1.1	these Terms and Conditions of Use (“Terms”);	
	2.1.2	Service Provider’s Data Processing and Privacy Policy Agreement (“Privacy Policy”);	
	2.1.3	The proposal provided by Services Provider and accepted by Customer;	
2.2	The documents comprising the Agreement shall be read in the order of precedence as per clauses 2.1.1 to 2.1.3 above.		
2.3	“ Business Day ” means any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time.		
2.4	“ Business Hours ” means the hours of [Monday to Thursday 08:00 to 17:00 SAST and Friday 08:00 to 16:00 SAST] on a Business Day.		
2.5	“ Customer ” means the company, affiliates or legal entity of that company, employee or third party for which Customer is accepting this Agreement.		
2.6	“ Enhancements or Upgrades ” means any changes to the Paymaster Application that enhances the capabilities of the Paymaster Application.		
2.7	“ Service Provider ” means the company that Customer is contracting with, based on criteria as defined below:		
	2.7.1	Where the Local Country of Residence is South Africa the contracting entity with whom Customer shall be contracting is:	
		2.7.1.1	Paymaster People Solutions: Tellumat Building, 64 White Road, Retreat, Cape Town, 7945.
	2.7.2	Where the Local Country of Residence is anywhere outside South Africa the contracting entity with whom Customer shall be contracting is:	

		2.7.2.1	Paymaster People Solutions: Tellumat Building, 64 White Road, Retreat, Cape Town, 7945.
2.8	<p>“Paymaster Application” means the computer software and related documentation comprising the private labelled payroll processing service marketed by Service Provider as Paymaster, including but not limited to any Enhancements or Upgrades provided by Service Provider during the term of this Agreement and made available by Service Provider at www.Paymaster.com.</p>		
2.9	<p>“Paymaster Service, Services or Service” means Service Providers website, including related mobile apps, platforms, web services, implementation services, outsource services, support services or any content or information provided as part of these services.</p>		
2.10	<p>“Proposal” means the written cost proposal document, quote, order confirmation or email provided by Service Provider to Customer, outlining the Services and costs of the deliverables to be provided by Services Provider.</p>		
3	GOVERNING LAW		
3.1	<p>“Governing Law” means the law, which is to apply to the Agreement, and according to which the Agreement is to be interpreted, shall be the law of the Republic of South Africa and the Parties submit to the exclusivity of the courts of South Africa.</p>		
4	AGREEMENT		
4.1	<p>Customer agrees that by registering, accessing, logging in or using Service Provider’s Services or similar, Customer is entering or has entered into a legally binding agreement with Service Provider (even if Customer is using Service Provider’s Services on behalf of a company).</p>		
4.2	<p>If Customer does not agree to the Agreement, then Customer should NOT enrol (or similar) and should not access or otherwise use any of the Services of Service Provider. Service Provider reserves the right to change the terms of this Agreement and will notify Customer if Services Provider does so. The parties agree that changes cannot be retroactive. If Customer does not agree to these changes, Customer must stop using the Services.</p>		
4.3	<p>Registered users of the Services are “Members” and unregistered users are “Visitors”. This Agreement applies to both.</p>		
5	CUSTOMER’S LICENSE TO USE THE SERVICE		
5.1	<p>Customer’s information, or any derivatives thereof, contained in any of Service Provider’s repositories shall be and remain Customer’s sole and exclusive property.</p>		

5.2	Service Provider is provided a license to Customer's data for the sole and exclusive purpose of providing the Services, including a worldwide, transferable and sub-licensable right to use, store, record, transmit, maintain, modify, process and display data only to the extent necessary in the provisioning of the Services.	
5.3	Customer's license commences on the date, as per clause 4.1 and continues until termination (as per clause 6). Customer agrees that Service Provider may access, store and use any information that Customer provides in accordance with the terms of the Privacy Policy.	
5.4	Customer is responsible for all activities conducted under its user logins and for its users' compliance with this Agreement. Customer shall use the Service solely for its internal business purposes, in compliance with applicable law, and shall not:	
	5.4.1	resell, sublicense, lease, time-share or otherwise make the Service available to any third party;
	5.4.2	send or store infringing or unlawful material;
	5.4.3	send or store Malicious Code;
	5.4.4	attempt to gain unauthorized access to, or disrupt the integrity or performance of the Service or the data contained therein;
	5.4.5	modify, copy or create derivative works based on the Service;
	5.4.6	reverse engineer the Service;
	5.4.7	access the Service for the purpose of building a competitive product or service or copying its features or user interface;
	5.4.8	send or store infringing or unlawful material;
	5.4.9	use the Service or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without Service Provider's prior written consent;
	5.4.10	permit access to the Service by a direct competitor of Service Provider.
6	TERM AND TERMINATION	
6.1	Software as a Service:	

	6.1.1	Service Provider may terminate this agreement at any time by giving 3 (three) months prior written notice to Customer. Service Provider also reserve the right to restrict, suspend, or terminate Customer's account, without notice, if Service Provider believes that Customer may be in breach of this Agreement or law or are misusing the Services.
	6.1.2	Customer may terminate this agreement at any time, provided that Customer's account is paid up to date, by giving 30 days prior written notice to Service Provider. Notice of termination by Customer, needs to be sent to helpdesk@paymaster.co.za . Such notice is the absolute responsibility of the Customer and is required to ensure that Service Provider complies with the applicable laws with regards to data protection and the protection of a data subjects' personal data.
6.2	Outsourcing Services:	
	6.2.1	Service Provider may terminate this agreement at any time by giving 6 (six) months prior written notice to Customer. Service Provider also reserve the right to restrict, suspend, or terminate Customer's account, without notice, if Service Provider believes that Customer may be in breach of this Agreement or law or are misusing the Services.
	6.2.2	Customer may terminate this agreement at any time, provided that Customer's account is paid up to date, by giving 3 (three) months prior written notice to Service Provider. Notice of termination by Customer, needs to be sent to outsourcepayroll@paymaster.co.za . Such notice is the absolute responsibility of the Customer and is required to ensure that Service Provider complies with the applicable laws with regards to data protection and the protection of a data subjects' personal data.
7	SERVICE INFORMATION AND CALCULATIONS	
7.1	The legislative information contained on this website is meant to provide general information and guidance regarding the adherence to tax guidelines for employers. Although the advisory information will be updated periodically when such information becomes available, Service Provider's Service merely advises Customer on the correct legal course of action regarding aspects of employee tax. It is, however, Customer's responsibility to absorb, understand and apply this advice as well as cross check that Customer is satisfied that the figures are correct.	
7.2	Service Provider's Service does not address, and is not meant to address, the entire body of local law and regulation governing the payroll process, or employment law. Such laws and regulations change frequently, and their effects can vary widely based upon interpretation, the number of employees, labour regulations, and other specific facts and circumstances.	
7.3	Service Provider has invested a huge amount of time and resources in testing the calculations being performed by Service Provider's Service and to the best of Service Provider's knowledge and ability. Service Provider is confident that the figures being calculated are	

	accurate. In the event that any discrepancies arise due to unforeseen technical reasons which have been recognized by Service Provider as being the cause of such discrepancies, Service Provider will use all reasonable endeavours to address these as soon as possible. With this in mind Service Provider uses its best endeavours to ensure that all figures are available to Customer at all times. Customer hereby indemnifies and holds Service Provider harmless against all liability for any loss, damage or expense however caused due to incorrect calculations of any kind.	
7.4	Furthermore, Service Provider provides Customer with a legislative tool set and provides Customer information on how to implement and apply the law and in so doing trust that Customer will not intentionally obstruct the law in using the Services in the incorrect manner.	
8	IMPLEMENTATION SERVICES	
8.1	Implementation Services will be supplied strictly in accordance with the Services specified and quoted for in the Proposal , which may be amended, in writing, from time to time.	
9	OUTSOURCING SERVICES	
9.1	Outsourcing Services will be supplied strictly in accordance with the Services specified and quoted for in the Proposal, which may be amended, in writing, from time to time.	
9.2	Service Provider and Customer responsibilities are those specifically outlined in the Proposal.	
10	SERVICE LEVELS	
10.1	Incidents, when reported to Service Provider's service desk, will be responded to and be resolved in line with Service Provider's standard service levels including those that have been specifically specified in the Proposal.	
11	SUPPORT AND PROBLEM RESOLUTION	
11.1	Service Provider includes a baseline level of Support as part of Customer's monthly subscription. This basic Support includes:	
	11.1.1	Online help 24 hours 7 days a week (24/7): Around-the-clock access to all online help resources;
	11.1.2	Live telephonic & online chat Support on Business Days during Business Hours;
	11.1.3	There is no limit to the number of Support requests ("Support Requests") that can be submitted by Customer to Service Provider;

	11.1.4	Support will include enhancements or updates required to the Paymaster Application and Platform thus ensuring it is kept current and up to date with technological advancements and improvements.	
12	COMMERCIAL TERMS		
12.1	Banking Details		
	12.1.1	Customer banking details will be captured as part of the registration process on the Paymaster Application;	
	12.1.2	Service Provider is authorised to debit the Customer’s bank account with the relevant implementation fees, training fees, consumption fees or any additional fees that arise due to additional services or modules that the Customer may have selected or may select from time to time.	
12.2	Payment		
	12.2.1	Deposit and Advance Billing	
		12.2.1.1	On sign-off or acceptance of the proposal, Customer’s will pay a deposit amount equal to 50% (fifty percent) of the implementation amount quoted.
		12.2.1.2	Subscription-based Services will be invoiced based on the billing agreement, on the number of employees as per the Proposal.
	12.2.2	Post Implementation Billing	
		12.2.2.1	All non-subscription and subscription-based invoicing will be debited, against Customer’s bank account, on the 1st day of every calendar month or alternatively as per the payment terms specified in the Proposal. In the event that the 1st falls on a public holiday or weekend, then the invoicing will be debited against Customer’s bank account on the 1st business day thereafter;
		12.2.2.2	Any additional pay-runs (commission, interim etc) that take place between or after the initial monthly invoicing and bank account debiting process, will be invoiced and debited against Customer’s bank account on the following calendar month.
	12.2.3	Payment will be done without setoff or deduction for whatsoever cause.	
	12.2.4	Invoices will now be due within 7 days of receipt.	

	12.2.5	If payment hasn't been received within 30 days of the invoice date, services may be temporarily paused until payment is received.
	12.2.6	A 3% penalty fee will be applied on any overdue invoices not settled within 30 days of the invoice date.
12.3	Disputes	
	12.3.1	It is Customer's responsibility to, where applicable, dispute any invoices 24 hours after invoices have been inserted on Customer's profile;
	12.3.2	Notification of the dispute together with documented proof need to be forward via email to admin@paymaster.co.za .
12.4	Refunds	
	12.4.1	Refunds will be done within 8 business days from the date that Service Provider and Customer reached agreement on the dispute;
	12.4.2	Customer's account will be debited with new invoice amount within 8 business days from dispute resolution date.
12.5	Training. Training shall be charged at the then prevailing training rate.	
12.6	Work Requests (Written request from Customer to Service Provider). Work Requests will be charged as per the stipulations contained in the signed Work Request document where applicable.	
12.7	Change of Scope. Change of Scope will be charged as per the stipulations contained in the signed Change of Scope document.	
12.8	Consumption Fees	
	12.8.1	Product Consumption fees will be charged for per module based on the modules selected as per the original and any other subsequent Pricing Proposal;
	12.8.2	Pricing is based on an employee, per payslip or user sliding scale and pricing can therefor vary / change based on the number of payslips processed or users licenced;
	12.8.3	Subject to clause 12.2.1.1.2 above, Payroll and Base HR will be charged for from the first parallel run;
	12.8.4	All other modules will be charged from date and time of Payroll and base HR first live run.

	12.8.5	Payroll and Base HR		
		12.8.5.1	Software as a Service	
			12.8.5.1.1	Charged per active payslip – An active payslip is defined as having any component that has a value that is not zero, in any run;
			12.8.5.1.2	All per payslip costs are estimated based on the assumption that one payslip will be processed per employee per month, and it does not include any additional payslips per month. Each additional payslip calculation, including parallel runs, weekly and / or bi-weekly payslips as well as historical payslips (restricted to the current tax year), will be billed at the per active payslip rate.
		12.8.5.2	Outsourcing Services	
			12.8.5.2.1	All payslips and or monthly processing is billed at per payslip rate.
			12.8.5.2.2	Monthly per payslip charges become applicable from the first payroll take-on run of each respective payroll.
	12.8.6	Performance Management		
		12.8.6.1	Charged monthly per active employee, per employee bracket	
	12.8.7	Workforce Planning		
		12.8.7.1	Charged monthly per active employee, per employee bracket.	
	12.8.8	Additional Tax Module		
		12.8.8.1	Charged monthly per active payslip, per country (excluding the base country), per employee bracket.	
	12.8.9	Multi-Currency Expat Module		
		12.8.9.1	Charged monthly per active payslip per employee bracket.	
	12.8.10	OrgChart		

		12.8.10.1	Base Charge (Unlimited Users): monthly per employee bracket;
		12.8.10.2	Planning Monthly (Unlimited Users): monthly per employee bracket;
		12.8.10.3	Point in Time (Unlimited Users): monthly per employee bracket.
	12.8.11	Cloud Analytics and Power BI	
		12.8.11.1	Initial Once Off Charge: per user, per employee bracket;
		12.8.11.2	Monthly Charge: per user, per employee bracket.
	12.8.12	Recruitment	
		12.8.12.1	Fixed Monthly fee charged based on the Service Type selected.
	12.8.13	Historical Data	
		12.8.13.1	Data take-on pricing excludes the take-on of historical data.
	12.8.14	Pacey (WhatsApp)	
		12.8.14.1	Charged monthly per active employee, per employee bracket
12.9	Additional Operational Support Services		
	12.9.1	Service Desk calls that exceed 15 minutes and, where the call is not related to an issue attributable to the Paymaster Product, are chargeable at the then ruling operational support services rates;	
	12.9.2	Service Desk Support calls are chargeable per hour or part thereof;	
	12.9.3	Additional Operational Support is charged at the then ruling rates or priority support option selected;	
	12.9.4	Unless otherwise specified in a priority support option, fees (service desk and additional operational support) are invoiced monthly in arrears.	
12.10	Overtime		

	12.10.1	Overtime will be charged for at the then ruling rates;
	12.10.2	Requests for overtime needs to be authorised by Customer and Service Provider in writing and must be requested well in advance;
	12.10.3	Same day requests for overtime assistance might not be approved by Service Provider and are subject to operational availability.
12.11	Standby Support	
	12.11.1	Standby support, in essence, is a request for availability after hours;
	12.11.2	Standby support will be charged for at the then ruling standby support rate;
	12.11.3	Standby support is payable even if no assistance was required;
	12.11.4	The duration of actual support during a standby support period will be charged at the then ruling overtime rates, over and above the standby fee;
	12.11.5	Requests for standby needs to be authorised by Customer and Service Provider in writing and must be requested well in advance;
	12.11.6	Same day requests for standby support might not be approved by Service Provider and are subject to operational availability.
12.12	Travel, Accommodation, Subsistence, and any other Disbursements. Any Travel, Accommodation, Subsistence, and any other Disbursements should be pre-approved by Customer.	
12.13	Government Taxes. All invoicing will be inclusive of all taxes and / or Government Taxes as applicable.	
12.14	Exchange Rates. Service and consumption charges may be subject to foreign exchange fees or variances in exchange rates.	
12.15	Extraordinary Expenses. Extraordinary Expenses include (but are not limited to) expenses such as abnormal bank charges, VAT, withholding taxes and any and all related expenses and are for the account of Customer.	
12.16	Annual Increases and Price Lists	
	12.16.1	All service and consumption fees will be increased annually in October;

	12.16.2	Such increases will be based on the South African Consumer Price Index ("CPI") plus 2 (two) percent;
	12.16.3	Service Fees and Consumption Charge price lists are available on request;
	12.16.4	Pricing contained in price lists exclude any form of Government levies, charges, and taxes;
	12.16.5	Pricing contained in the price lists are charged per country in either South African Rand (South Africa, Botswana, Namibia, eSwatini and Lesotho) or United States Dollar (all other countries).
13	NOTICES, SERVICE MESSAGES AND ADVERTS	
13.1	Customer agrees that Service Provider may provide notices to Customer in the following ways:	
	13.1.1	a banner notice on the Service. or;
	13.1.2	an email sent to an address provided by Customer. or;
	13.1.3	through other means including mobile number, telephone, or mail. Customer agrees to keep Customer's contact information up to date. Customer is able to indicate on Customer's profile that Customer do not wish to receive email notices specifically.
13.2	Service Provider has the right, without compensation to Customer or others, to serve advertisements on any of Service Provider's Services.	
14	SERVICE AVAILABILITY	
14.1	Service Provider may change, suspend or end any Service, or change and modify prices prospectively at Service Provider's discretion.	
14.2	Service Provider will use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for:	
	14.2.1	planned downtime (of which Service Provider shall give at least 8 hours electronic notice, and which Service Provider shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Sunday SAST). and;
	14.2.2	any unavailability caused by circumstances beyond Service Provider's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one

involving Service Provider’s employees), Epidemic, Pandemic, Internet service provider failure or delay, or denial of service attack.

15 LIMITATION OF LIABILITY AND INDEMNITY

15.1 Customer will have no claim against Service Provider or any of Service Provider’s employees, or contractors in the event of any loss or damage sustained by Customer or any of Customer’s members, employees, sub-contractors or agents and which results directly or indirectly from this agreement. Customer hereby indemnifies Service Provider and holds Service Provider harmless against any and all claims, liabilities, losses, fines, damages, expenses, and legal fees on an attorney and own client scale, which Customer may sustain or incur by reason of any act or omission of Service Provider or any of its members, employees, sub-contractors or agents directly or indirectly in consequence of the services provided in terms of this agreement. Service Provider make no representation or warranty, either express or implied, in connection with the Service or the Services that may be provided by third party participants as part of, or otherwise in connection with, the Service.