

LekkerWerk AI Terms of Service

Effective date: 14 October 2026

1. Agreement

These Terms govern your use of lekkerwerk.ai and any services you buy from Sales Cadence (Pty) Ltd, registration number 2022/452270/07, trading as LekkerWerk AI ("LekkerWerk AI", "we", "us"). By using the website or signing a quote or statement of work ("SOW"), you accept these Terms. If an SOW conflicts with these Terms, the SOW wins for that engagement.

Important: clauses 5 (AI output), 6 (savings guarantee), 10 (liability) and 11 (termination and refunds) limit our liability, your remedies and refunds. Please read them before you sign an SOW.

2. Services

- **Audit:** a fixed-fee review of your processes, a list of automation opportunities and a savings estimate.
- **Build:** design, build, testing and hand-over of the automations or AI agents set out in the SOW.
- **Run and improve:** a monthly service covering monitoring, fixes, model and prompt updates, and agreed improvements.

Scope is limited to what the SOW states. Extra work needs a written change request and may be charged separately.

3. Fees and payment

- Prices on the website are from-prices, in South African rand, excluding VAT. The SOW sets the final price.
- Audit and build: 100% upfront. Work starts once payment clears.
- Run and improve: billed monthly in advance, month-to-month, no minimum term. Cancel any time by email; cancellation takes effect at the end of the paid month.
- Third-party costs (AI model usage, software licences, hosting) are paid by you, either directly to the provider or passed through at cost, as the SOW states.

- If a monthly payment is not received by its due date, we may pause run and improve until it is.

4. Your responsibilities and personal information

You will give us timely access to the systems, data and people the work needs; ensure you have the right to share any data with us; and appoint one decision-maker for sign-offs. Delays caused by late access or approvals move our deadlines by the same period.

You remain the responsible party for personal information in your systems, and you confirm you have a lawful basis to share it with us. Tell us in writing before sharing special personal information or information about children. When we process personal information on your behalf, we act as your operator under section 21 of POPIA, and we:

- process it only with your authorisation and only for the work in the SOW;
- keep it confidential and disclose it only where the law requires;
- apply the security measures in our Privacy Policy;
- notify you without delay if we have reasonable grounds to believe it has been accessed or acquired by an unauthorised person;
- use only the AI model, hosting and workflow providers named in the SOW, which you authorise, and transfer data outside South Africa only as section 72 of POPIA allows (you may require a local or self-hosted deployment instead);
- help you respond to requests from data subjects about their information; and
- return or delete it as set out in clause 11.

These terms are the written operator agreement between us.

5. AI output

AI models can produce wrong, incomplete or inconsistent output. We design builds with checks and human review steps where the risk warrants it, but we do not guarantee that any AI output is accurate. You are responsible for reviewing output before relying on it for legal, financial, tax, medical, employment or other material decisions, and for any decision you make.

Third-party models change. Providers may alter, reprice or withdraw models without notice. Where that affects a build covered by run and improve, we will adapt it within that service. Otherwise, the rework is quoted separately.

6. Savings guarantee

Where your SOW includes the savings guarantee, it applies only if all of these hold:

1. The baseline (hours, volumes and hourly cost) is agreed and signed by you at the end of the audit.
2. All builds in the SOW are live, and run and improve stays active for the measurement period.
3. You have used the automations as designed and given us the access and approvals needed.

We measure savings against the signed baseline over the first 3 full months after go-live, using automation run logs and volumes you confirm, and give you the result in writing. Savings are annualised. If annualised savings are below R50,000, we will first do further build work at no charge until the shortfall is met. If the shortfall remains 3 months after that, we refund the build fee paid, less third-party costs. This is your sole remedy under the guarantee.

7. Intellectual property

On full payment, you own the workflows, prompts, configurations and documentation we build specifically for you. We keep ownership of our pre-existing tools, templates, code libraries and know-how, and grant you a non-exclusive, perpetual licence to use any of them embedded in your build. Third-party software and models stay subject to their own licences.

We may describe the work in general terms as a case study, without your name or data, unless you give written permission to name you.

8. Confidentiality

Each party keeps the other's confidential information secret and uses it only for the engagement. This survives termination for 3 years, and indefinitely for trade secrets and personal information.

9. Warranties

We will perform services with reasonable skill and care. We will fix defects in a build reported within 30 days of go-live at no charge. Except as set out in these Terms, the website and services are provided without any other warranties, to the extent the law allows.

10. Liability

- Neither party is liable for indirect or consequential loss, lost profit or lost data, except for breach of confidentiality or data protection obligations.
- Our total liability under an SOW is capped at the fees you paid under that SOW in the 12 months before the claim.
- Nothing limits liability that cannot be limited by law, including liability for gross negligence or fraud.

11. Termination

You may cancel run and improve as set out in clause 3. Either party may end an audit or build immediately if the other commits a material breach and does not fix it within 14 days of written notice. Audit and build fees are not refundable once work has started, except that if we end a build without breach by you, we refund the fee for work not yet delivered. We hand over credentials, documentation and your data, and delete our copies within 30 days.

12. Website use

Website content, including the ROI calculator, is general information and an estimate only. It is not advice or a quote. Do not misuse the site, attempt to breach its security, or copy its content for commercial use.

13. Electronic communications

Under the Electronic Communications and Transactions Act 25 of 2002, the following details apply: Sales Cadence (Pty) Ltd, trading as LekkerWerk AI; registration number 2022/452270/07; director Werner Jooste; First Floor, Willowbridge, Carl Cronje Drive,

Bellville, Cape Town, 7530; hello@lekkerwerk.ai; +27 79 109 5533. Our PAIA Manual is available on www.salecadence.com. Agreements concluded by email or e-signature are binding.

14. Governing law and disputes

South African law governs these Terms. The parties will first try to settle any dispute through negotiation between senior representatives of each party within 14 days. Failing that, either party may approach the courts of the Western Cape, and you consent to the jurisdiction of the Magistrates' Court for amounts within its limit.

15. Domicilium

Each party chooses its physical address in the SOW as its address for legal notices. Ours is First Floor, Willowbridge, Carl Cronje Drive, Bellville, Cape Town, 7530.

16. General

These Terms and the SOW are the whole agreement. Changes must be in writing and signed by both parties. If a clause is unenforceable, the rest remains in force. A party's failure to enforce a right is not a waiver. Neither party may cede or assign its rights without the other's consent. We may update these Terms; the effective date at the top shows the latest version, and changes do not affect a signed SOW.