

# Terms of Service

## NexBDM (Pty) Ltd

Effective Date: 27 May 2026

Version 1.0

*These Terms of Service ("Agreement") govern all use of NexBDM's services, platforms, deliverables, and products. By engaging NexBDM, signing a proposal, making a payment, or accessing any NexBDM platform, the Client accepts these terms in full. If you do not agree, do not proceed.*

## 1. Definitions

"NexBDM" refers to NexBDM (Pty) Ltd, its directors, employees, subcontractors, and authorised agents.

"Client" refers to the individual, company, or entity that engages NexBDM for any service.

"Services" means all AI automation builds, chatbot development, system integrations, discovery sessions, consulting, SaaS subscriptions, and any related deliverables provided by NexBDM.

"Deliverables" means any software, documentation, automation workflows, chatbots, reports, strategies, or other outputs produced by NexBDM under an engagement.

"Proposal" means any written or digital quote, scope of work, or service agreement issued by NexBDM and accepted by the Client.

"Confidential Information" means all non-public information disclosed by either party in connection with any engagement.

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## 2. Scope and Acceptance

These Terms apply to all engagements with NexBDM, including discovery sessions, automation projects, chatbot builds, SaaS subscriptions, retainer agreements, and ad hoc consulting.

Acceptance occurs upon any of the following:

- Signing or digitally accepting a Proposal or service agreement
- Making any payment to NexBDM
- Accessing or using any NexBDM platform or deliverable
- Providing NexBDM with access to systems, data, or accounts for the purpose of service delivery

NexBDM reserves the right to update these Terms at any time. Continued engagement after an update constitutes acceptance of the revised Terms.

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## 3. Services and Deliverables

NexBDM will use reasonable skill and care to deliver the Services described in the accepted Proposal. All deliverables are provided on an "as-is" basis upon completion of the agreed scope.

NexBDM does not guarantee specific business outcomes, revenue increases, conversion rates, or operational results arising from the use of any deliverable. Results depend on factors outside NexBDM's control, including Client implementation, staff adoption, third-party platform availability, and business conditions.

Any timelines communicated by NexBDM are estimates only. NexBDM will not be liable for delays caused by Client non-responsiveness, delayed access to systems, late provision of assets or content, or factors beyond NexBDM's reasonable control.

NexBDM reserves the right to decline any engagement, pause delivery, or terminate a project if the Client engages in conduct that is abusive, unlawful, or materially breaches this Agreement.

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## 4. Client Responsibilities

The Client agrees to:

- Provide accurate, complete, and timely information required for service delivery
- Grant NexBDM access to systems, platforms, and data necessary for the agreed scope
- Designate a primary point of contact authorised to make decisions on behalf of the Client
- Review and provide feedback on deliverables within the timeframes specified in the Proposal
- Ensure all content, data, and materials provided to NexBDM do not infringe any third-party rights

Failure by the Client to meet these responsibilities may result in project delays, additional fees, or suspension of services at NexBDM's discretion.

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## 5. Payment Terms

All fees are quoted and invoiced in South African Rand (ZAR) unless a separate written agreement specifies otherwise.

Standard payment terms:

- Project deposits: due before commencement of work
- Milestone payments: due upon milestone sign-off or within 5 business days of invoice
- Retainer fees: due in advance on the first business day of each calendar month
- SaaS subscriptions: due monthly in advance, processed via Paddle.com

NexBDM reserves the right to suspend all services, withhold deliverables, and revoke platform access if any invoice remains unpaid past its due date. Outstanding invoices will accrue interest at 2% per month. The Client is responsible for all recovery costs including legal fees on a full indemnity basis.

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## 6. Online Payment Processing (Paddle)

### MERCHANT OF RECORD DISCLOSURE

Our order process is conducted by our online reseller Paddle.com. Paddle.com is the Merchant of Record for all our orders. Paddle provides all customer service enquiries and handles returns.

NexBDM's SaaS subscription products are sold through Paddle.com, which acts as the Merchant of Record for those transactions. Paddle processes all payments, handles tax compliance, and manages buyer refund requests for digital product purchases. By purchasing a NexBDM SaaS subscription, the Client also agrees to Paddle's Buyer Terms and Conditions at [www.paddle.com/legal/checkout-buyer-terms](http://www.paddle.com/legal/checkout-buyer-terms).

All other NexBDM services (automation projects, consulting, retainers, discovery sessions) are invoiced directly by NexBDM and governed solely by this Agreement.

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## 7. Intellectual Property

### OWNERSHIP OF DELIVERABLES

All intellectual property created by NexBDM remains the sole property of NexBDM until full payment has been received. Upon receipt of all outstanding payments, NexBDM grants the Client a non-exclusive, non-transferable licence to use the deliverables for internal business purposes.

NexBDM retains the right to reuse methodologies, frameworks, and templates across other engagements, and to reference the engagement in portfolio or marketing content without disclosing confidential Client data.

### CLIENT MATERIALS

The Client warrants that all materials provided to NexBDM are owned by or properly licensed to the Client. The Client indemnifies NexBDM against any third-party claims arising from the use of Client-provided materials.

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## 8. Confidentiality

Both parties agree to keep Confidential Information strictly confidential and not disclose it to any third party without prior written consent, except where required by law. This obligation survives termination for 24 months.

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## 9. Data Protection and Privacy (POPIA)

NexBDM processes personal information in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA). The Client, as the Responsible Party, is responsible for ensuring they have the lawful basis to share personal data with NexBDM. NexBDM will process personal information only for service delivery purposes, implement reasonable safeguards, and notify the Client of any data breach without undue delay.

The Client indemnifies NexBDM against any POPIA-related claims arising from the Client's own failure to comply with applicable data protection obligations.

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## 10. Third-Party Platforms and Integrations

NexBDM is not responsible for changes to third-party platform APIs, pricing, terms, or availability; downtime or outages by third-party providers; or any costs or restrictions imposed by third-party platforms on the Client's accounts. Third-party platforms include but are not limited to: WhatsApp Business API, Zapier, Make, OpenAI, Facebook, Google, CRM systems, and Paddle.com.

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## 11. Warranties and Disclaimers

NexBDM warrants that it will provide services with reasonable skill and care. To the maximum extent permitted by law, NexBDM disclaims all other warranties, including implied warranties of fitness for a particular purpose, and warranties that deliverables will be error-free or uninterrupted.

The Client accepts that AI systems may produce inaccurate or unexpected outputs. NexBDM recommends that the Client maintain human oversight of all AI-driven processes.

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## 12. Limitation of Liability

NexBDM's total liability for any claim shall not exceed the total fees paid by the Client in the three months immediately preceding the event giving rise to the claim. NexBDM will not be liable for indirect, incidental, consequential, or punitive damages, including loss of profits, loss of data, or reputational damage.

Nothing in this Agreement excludes liability for gross negligence or wilful misconduct, or any liability that cannot be excluded under applicable South African law.

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## 13. Termination

### TERMINATION BY CLIENT

The Client may terminate an engagement by providing written notice. Termination does not entitle the Client to any refund of fees paid. Any balance for work completed at the time of termination becomes immediately due.

### TERMINATION BY NEXBDM

NexBDM may terminate immediately if: the Client fails to pay within 5 business days of a default notice; the Client is in material breach unremedied within 10 business days of notice; the Client becomes insolvent or is placed under business rescue; or the Client engages in unlawful or abusive conduct. All outstanding fees become immediately due upon termination. NexBDM may withhold deliverables until full payment is received.

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## 14. Dispute Resolution

Disputes must first be raised through good-faith negotiation within 14 days of written notice. If unresolved, either party may refer the matter to mediation through AFSA. Costs of mediation are shared equally. If mediation fails, either party may pursue litigation in the appropriate South African court.

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## 15. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the South African courts. Where the Electronic Communications and Transactions Act, 25 of 2002 (ECTA) applies, this Agreement constitutes a valid and binding electronic agreement.

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## 16. General Provisions

Entire Agreement: This Agreement and the accepted Proposal constitute the entire agreement between the parties and supersede all prior communications.

Severability: If any provision is unenforceable, the remaining provisions continue in full force.

Waiver: Failure to enforce any right does not constitute a waiver of that right.

Assignment: The Client may not assign rights or obligations without NexBDM's prior written consent.

Force Majeure: NexBDM will not be liable for delays caused by load shedding, network outages, pandemics, government action, or other events beyond its reasonable control.

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## CONTACT

NexBDM (Pty) Ltd | [hjr@nexbdm.co.za](mailto:hjr@nexbdm.co.za) | [www.nexbdm.co.za](http://www.nexbdm.co.za)

Authorised Signature:



**Heinoux Roux**

Director

NexBDM (Pty) Ltd

Date:

**27 May 2026**

Email:

[hjr@nexbdm.co.za](mailto:hjr@nexbdm.co.za)