



PLATFORM

Platform Terms and Conditions

Terms governing access to and use of the SiteActive platform.

Version 1.1 — Effective 22 June 2026

SiteActive — the SHERQ Compliance Operating System | app.siteactive.co.za These Terms and Conditions (the “Terms”) govern access to and use of the SiteActive platform. They are entered into between SiteActive (Pty) Ltd (registration number 2026/298206/07, registered office 131 707 Road, Montford, Durban, 4092) (“SiteActive”, “we”, “us”, “our”) and the organisation subscribing to or using the Platform (the “Customer”, “you”, “your”). By concluding a subscription, accepting these Terms electronically, or accessing the Platform, you agree to be bound by them.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms: “AI Features” means the Platform’s AI-assisted document validation, drafting and assistant tools; “Business Day” means any day other than a Saturday, Sunday or South African public holiday; “Chain Anchor” means the Platform capability that produces tamper-evident, independently verifiable, forensic-grade records of compliance events; “Customer Data” means all data, documents and content (including Personal Information) uploaded to, generated within or submitted through the Platform by or for the Customer; “Fees” means the subscription and other charges payable for the Platform; “Free Portal Access” means tokenised, no-subscription portal access made available to contractors and workers invited into a Customer’s ecosystem; “Personal Information”, “Responsible Party”, “Operator” and “Processing” bear the meanings in the Protection of Personal Information Act 4 of 2013 (“POPIA”); “Plan” means the subscription tier selected by the Customer; “Platform” means the SiteActive SHERQ Compliance Operating System at app.siteactive.co.za, including the SHE File, compliance scoring, document management, Chain Anchor and related features; “SHE File” means the safety, health and environment record set maintained within the Platform; “Users” means individuals authorised by the Customer to use the Platform under its account.

1.2 Headings are for convenience only. The singular includes the plural and vice versa. References to legislation are to that legislation as amended. No rule of construction applies against the party responsible for drafting.

2. THE AGREEMENT

2.1 These Terms, the Plan selected, the Privacy Notice (POPIA) and any signed order, proposal or agreement together form the agreement between the parties. In the event of conflict, a signed agreement prevails, then these Terms, then the Privacy Notice, then published materials.

2.2 You confirm that you are duly authorised to bind the Customer and that the Platform is acquired for business purposes. Nothing in these Terms excludes any right that cannot lawfully be excluded, including under the Consumer Protection Act 68 of 2008 where it applies.

3. THE PLATFORM

3.1 SiteActive provides a two-sided SHERQ compliance operating system on which corporate and business operators manage sites, contractor ecosystems and regulatory obligations, and contractors manage their own compliance portfolios. The modules, capacity and limits available to you are determined by your Plan and the published plan schedule, which is incorporated by reference.

3.2 Deployment is software-only. SiteActive targets activation of a configured account within 72 hours of account activation; activation timelines are targets and not guaranteed delivery times.

3.3 Free Portal Access allows contractors and workers invited by a Customer to submit documents, complete inductions and engage with that Customer's compliance requirements without a paid subscription, through scoped, tokenised portals. Free Portal Access is provided as-is, may be modified at any time, and is subject to clause 8 (Acceptable Use) and the Privacy Notice.

3.4 SiteActive may improve, modify or update the Platform. We will not materially reduce the core functionality of a paid Plan during a period for which Fees have been paid without reasonable notice.

4. ACCOUNTS, USERS AND SECURITY

4.1 You are responsible for keeping all credentials and vault PINs confidential and for all activity under your account. You must notify us promptly at info@siteactive.co.za of any suspected unauthorised access.

4.2 Seat allocations are per-role concurrency limits as defined by your Plan, not totals of named accounts. Credentials may not be shared to circumvent Plan limits.

4.3 You are responsible for the acts and omissions of your Users and must ensure each User complies with these Terms.

5. PLANS, FEES AND PAYMENT

5.1 Current published monthly rates are: Contractor Essential R499; Contractor Professional R2,495; Business Essential R9,990; Business Professional R18,990; Enterprise from R34,990, scoped per organisation under a separate proposal. Plan limits, seat tiers and AI fair-use allocations are as set out in the published plan schedule.

5.2 Fees are payable monthly in advance. Annual prepayment attracts a 10% discount on the standard monthly rate.

5.3 Payment is by electronic funds transfer or by debit or credit card processed through a secure third-party payment processor. SiteActive does not store payment-card details.

5.4 SiteActive is not a registered VAT vendor. No value-added tax is charged; documents issued are invoices, not tax invoices.

5.5 If any Fee is unpaid when due, SiteActive may suspend access on seven Business Days' written notice until payment is received. Suspension does not relieve the obligation to pay Fees due.

5.6 SiteActive may change the rates and the plan schedule on at least 30 days' written notice. Changes take effect from your next monthly renewal, or, for annual prepaid subscriptions, from the expiry of the prepaid period.

6. FREE TRIAL

6.1 The free trial provides access limited to three projects, without payment-card details. The trial is provided as-is and converts to a paid subscription only on your election. Trial data is retained for a reasonable period after trial expiry and is thereafter deleted or de-identified.

7. TERM, RENEWAL AND CANCELLATION

7.1 Monthly subscriptions renew automatically each month. You may cancel on one calendar month's written notice, effective at the end of the billing period following the period in which notice is given.

7.2 Annual subscriptions run for twelve months and thereafter continue monthly at the then-current rate unless renewed annually or cancelled on 30 days' written notice before expiry.

7.3 On termination or expiry, access ceases and Fees due remain payable. Customer Data remains exportable for 30 days after termination, after which it is deleted or de-identified, except to the extent retention is required by law.

8. ACCEPTABLE USE

8.1 You must use the Platform only for its intended lawful purpose. You must not: (a) attempt unauthorised access to the Platform or its underlying systems; (b) reverse engineer, decompile or disassemble any part of the Platform except to the extent permitted by law; (c) introduce malicious code; (d) store or transmit unlawful, infringing or harmful content; (e) resell, sublicense or commercially exploit the Platform or provide it as a bureau service; (f) circumvent Plan limits, seat concurrency limits or AI fair-use allocations; or (g) publish performance information, benchmarks or screenshots of non-public features without our prior written consent.

9. AI FEATURES

9.1 AI Features assist with document validation, drafting and compliance queries. Outputs are assistive drafts and indicators: they require human review before reliance, hold no authority, and do not constitute legal or professional advice. The Platform is designed to run fully with AI Features disabled.

9.2 AI Features are subject to daily fair-use allocations per Plan as set out in the published plan schedule.

9.3 The Platform is designed so that decisions with legal or similarly significant effect on a person are subject to human oversight and are not taken solely by automated means within the meaning of section 71 of POPIA. You must maintain human sign-off within your own workflows.

10. CUSTOMER DATA AND DATA PROTECTION

10.1 As between the parties, you retain all rights in Customer Data. You grant SiteActive a non-exclusive licence to host, process and use Customer Data solely to provide, secure, support and improve the Platform.

10.2 In respect of the Personal Information of your account administrators and Users, and information you provide to establish and manage your subscription, SiteActive acts as a Responsible Party, as described in the Privacy Notice.

10.3 In respect of Personal Information within Customer Data concerning your workers, contractors and personnel, SiteActive acts as an Operator and Processes such information only on your documented instruction for the purpose of providing the Platform, except where otherwise required by law. As Operator, SiteActive will: (a) Process such information only for those purposes; (b) maintain appropriate, reasonable technical and organisational safeguards in accordance with section 19 of POPIA; (c) treat such information as confidential; (d) notify you without undue delay on becoming aware of a compromise, in accordance with section 22 of POPIA; and (e) on termination, deal with such information in accordance with clause 7.3.

10.4 You warrant that you have a lawful basis for all Customer Data you submit, including any authorisation required under sections 26 and 27 of POPIA for special personal information (such as medical certificates of fitness), and for disclosures to the corporate clients or contractors with whom you interact through the Platform.

10.5 You authorise SiteActive to engage operators in the following categories, each bound by a written agreement as required by section 21 of POPIA: hosting, database and infrastructure; transactional email; payment processing; AI document validation; and frontend hosting and content delivery.

10.6 Platform data is hosted on infrastructure in the European Union (Ireland). POPIA does not require Personal Information to be stored within South Africa: cross-border Processing is lawful under section 72 of POPIA where the recipient is subject to protection substantially similar to POPIA — European Union recipients are subject to the General Data Protection Regulation — and such Processing is governed by written data-processing agreements and disclosed in the Privacy Notice.

10.7 SiteActive may use aggregated and de-identified data derived from use of the Platform, from which neither you nor any data subject can reasonably be identified, for analytics, benchmarking and product improvement.

11. RECORDS AND CHAIN ANCHOR

11.1 Chain Anchor produces tamper-evident, independently verifiable, forensic-grade records of key compliance events, generated and retained with reference to the evidentiary provisions of the Electronic Communications and Transactions Act 25 of 2002.

11.2 The admissibility and weight of any record remain matters for the court, tribunal or authority before which it is produced. SiteActive does not warrant any legal, regulatory, insurance or commercial outcome, and you remain responsible for the accuracy of source information submitted to the Platform.

12. INTELLECTUAL PROPERTY AND FEEDBACK

12.1 The Platform, including all software, designs, structures, methods, scoring logic, the Chain Anchor capability, the SiteActive and Chain Anchor names and logos, and all related intellectual property, remains the exclusive property of SiteActive and its licensors. Aspects of the Platform are the subject of a pending South African provisional patent application. No rights are granted except the limited right to access and use the Platform under these Terms.

12.2 You grant SiteActive a perpetual, irrevocable, worldwide, royalty-free licence to use feedback, suggestions and evaluation results you provide, to operate, improve and develop its products and services, without obligation or attribution. Feedback excludes Customer Data.

13. CONFIDENTIALITY

13.1 Each party must keep the other's non-public information confidential, use it only for purposes of the agreement, and protect it with at least the care it applies to its own confidential information. These obligations do not apply to information that is or becomes public through no breach, was lawfully known before disclosure, is independently developed, or must be disclosed by law (with prior notice where lawful).

14. WARRANTIES, DISCLAIMERS AND AVAILABILITY

14.1 Each party warrants that it has the authority to enter into the agreement. SiteActive will provide the Platform with reasonable skill and care.

14.2 Save as expressly stated, and to the maximum extent permitted by law, the Platform is provided “as is” and “as available”, and all other warranties, representations and conditions, express or implied — including merchantability, fitness for a particular purpose, accuracy and uninterrupted or error-free operation — are disclaimed.

14.3 SiteActive uses reasonable efforts to keep the Platform available and will, where practicable, give notice of planned maintenance. No uptime service level applies unless expressly agreed in writing; for Enterprise customers, any service level is as set out in the applicable Enterprise proposal and applies to the commercial subscription term only.

14.4 The Platform supports, but does not replace, your statutory obligations, including under the Occupational Health and Safety Act 85 of 1993 and related legislation. SiteActive does not warrant that use of the Platform will ensure compliance with any law.

15. LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, consequential or punitive loss, or for loss of profits, revenue, data, goodwill or anticipated savings, arising out of or in connection with the agreement.

15.2 To the maximum extent permitted by law, SiteActive's total aggregate liability arising out of or in connection with the agreement is limited to the Fees paid by you in the twelve months preceding the event giving rise to the claim.

15.3 These limitations do not apply to liability for wilful misconduct, fraud, breach of confidentiality, or any liability that cannot lawfully be limited.

16. INDEMNITY

16.1 You indemnify SiteActive against any claim, loss or liability arising from your breach of these Terms, your unlawful use of the Platform, or any Customer Data — including any claim that its Processing infringes the rights of a third party or breaches POPIA — to the extent the cause is attributable to you.

17. SUSPENSION AND TERMINATION FOR CAUSE

17.1 Either party may terminate on written notice if the other commits a material breach and fails to remedy it within 14 days of written notice, or suffers an insolvency event. SiteActive may suspend access immediately where reasonably necessary for security, legal compliance, or to address unlawful use, and will limit any suspension to what is reasonably required.

18. VARIATION

18.1 SiteActive may amend these Terms on at least 30 days' written notice for material changes. If a change is materially adverse to you, you may cancel before its effective date without penalty for the unexpired notice period. Continued use after the effective date constitutes acceptance.

19. GENERAL

19.1 The parties are independent contractors; no partnership, joint venture, agency or employment is created. You may not cede or assign without SiteActive's prior written consent; SiteActive may cede or assign to an affiliate or to a successor in title to the Platform business. Notices to SiteActive must be sent to info@siteactive.co.za or the registered office at 131 707 Road, Montford, Durban, 4092, which is SiteActive's domicilium citandi et executandi; notices to you may be sent to your account email. Neither party is liable for delay or failure caused by events beyond its reasonable control. These Terms and the documents referenced in clause 2.1 constitute the entire agreement and supersede all prior arrangements. If any provision is invalid, the remainder continues in force; no waiver is effective unless in writing. These Terms are governed by the laws of the Republic of South Africa and the parties submit to the jurisdiction of the South African courts, the parties first attempting to resolve disputes by good-faith negotiation between senior representatives.

Acknowledgement (paper option)

Your acceptance is recorded digitally on your status page. This copy is provided only if you additionally require a signed paper record.

Name: _____ Designation: _____

Signature: _____ Date: _____