

Terms of Service

Effective Date: April 2026

IMPORTANT — PLEASE READ CAREFULLY

By sending your first WhatsApp message to MzanziQuote, completing the onboarding process, or using any part of the MzanziQuote service, you confirm that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree, do not use MzanziQuote.

1. Definitions

In these Terms, the following words have the meanings set out below:

- "MzanziQuote", "we", "us", or "our" means the MzanziQuote platform, its operators, and any related services.
- "User", "you", or "Tradesperson" means the individual or business that accesses or uses MzanziQuote.
- "Service" means the WhatsApp-based AI assistant that generates quotes, invoices, and related documents, facilitates payment links through third-party payment processors, and provides accounting record export functionality.
- "Documents" means any quote, invoice, estimate, or other document generated by the Service on your behalf.
- "Third-Party Services" means any external providers used within the Service, including but not limited to payment processing, Meta WhatsApp (messaging), Google (Gemini for voice transcripts), and Anthropic Claude (AI processing).
- "Applicable Law" means all South African legislation relevant to your business operations, including but not limited to the Consumer Protection Act 68 of 2008, the Value-Added Tax Act 89 of 1991, the Companies Act 71 of 2008, the Protection of Personal Information Act 4 of 2013, and all relevant trade and industry regulations.
- "Customer" means any third party to whom you direct a Document through the Service, including your clients, customers, or any person whose contact details you provide to MzanziQuote for the purpose of delivering a quote, invoice, or other communication.
- "Content" means all text, voice recordings, images, data, documents, and other materials that you submit to or generate through the Service, including job descriptions, rate card entries, and business profile information.

- "Subscription" means the recurring monthly payment arrangement under which you access and use the Service, as described in Section 9.
 - "User Data" means all personal information, business information, Content, Documents, Customer contact details, rate card data, and transactional records that you create, upload, or generate through the Service.
 - "Platform" means the integrated technology system comprising the WhatsApp messaging interface, AI processing engine, PDF generation pipeline, payment facilitation layer, and all associated infrastructure through which the Service is delivered.
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2. Nature of the Service – What MzansiQuote Does and Does Not Do

2.1 What MzansiQuote Provides

MzansiQuote is a technology platform. We provide software tools that assist you in creating professionally formatted documents and facilitating certain business workflows.

Specifically, we provide:

- An AI-assisted system that converts your text & voice input into structured quote and invoice documents in PDF format;
- A document delivery mechanism via WhatsApp;

The following features are planned for future releases and may be added to the Service as they are developed:

- Automated follow-up and reminder messaging on your behalf;
- Payment link generation using third-party payment processors;
- Automated export of payment records to third-party accounting destinations (e.g. Google Sheets);
- A customer contact and document history store.

2.2 What MzansiQuote Does Not Provide

MzansiQuote does not provide legal advice, financial advice, accounting advice, or tax advice of any kind. MzansiQuote is not a law firm, accounting firm, financial services provider, or registered tax practitioner. Nothing in the Service or in any Document generated by the Service constitutes professional legal or financial guidance.

MzansiQuote does not process, hold, or settle payments. Payment processing is performed exclusively by payment service providers as may be integrated from time to time.

MzansiQuote is not a payment service provider and is not registered as such with the South African Reserve Bank or any other regulatory authority.

MzansiQuote does not guarantee the legal validity, enforceability, or regulatory compliance of any Document generated through the Service. Documents are produced using templates and AI-assisted formatting tools. It is your sole responsibility to ensure that any Document meets the legal requirements applicable to your trade, industry, and specific transaction before issuing it to a Customer.

MzansiQuote does not extend credit, act as a credit provider, or facilitate the extension of credit as defined under the National Credit Act 34 of 2005. The Service is a document generation and delivery tool only. Any credit arrangements between you and your Customers are entirely your responsibility and are not facilitated, guaranteed, or endorsed by MzansiQuote.

3. Your Responsibility for All Generated Documents

3.1 You Are the Issuer

Every quote and invoice generated by MzansiQuote is issued by you, in your name and on behalf of your business. MzansiQuote generates Documents based solely on the information you provide. You are the legal issuer of every Document sent through the Service, and you bear full legal responsibility for its contents, accuracy, and compliance with Applicable Law.

3.2 Mandatory Review Before Sending

MzansiQuote requires you to review and approve every Document before it is delivered to your customer. This is a non-negotiable step. You must confirm that:

- All line items, quantities, and prices are correct;
- The customer's name, contact details, and address are accurate;
- The Document complies with all legal requirements applicable to your trade and business;
- Any applicable VAT treatment, VAT registration number, and VAT amounts displayed are accurate and lawful.

By approving a Document for delivery, you confirm that you have checked its contents and accept full responsibility for it. MzansiQuote accepts no liability for errors in Documents that you have approved and sent.

3.3 AI-Generated Content – Inherent Limitations

MzansiQuote uses artificial intelligence to extract structured data from your text or voice input. AI processing is subject to inherent limitations, including but not limited to: misinterpretation of ambiguous descriptions; incorrect matching of services to your rate card; rounding differences; failure to capture all verbally agreed terms; AI hallucination (the generation of plausible but incorrect information, such as fabricated line items, prices, or descriptions that were not present in your original input); speech recognition errors (including misinterpretation of accents, trade-specific terminology, code-switching between languages, background noise, and poor audio quality); and general model limitations inherent in current AI technology. It is your responsibility to review every AI-generated Document thoroughly and correct any errors before approving it for delivery. MzansiQuote does not guarantee that AI-extracted content will be accurate, complete, or free from error in every case.

3.4 Legal Compliance of Documents – Your Responsibility

You are solely responsible for ensuring that every Document generated through the Service complies with all Applicable Law. Without limiting the generality of the foregoing, this includes:

- VAT Act 89 of 1991: If you are registered for VAT, your invoices must comply with section 65(1) of the VAT Act, including displaying VAT-inclusive and VAT-exclusive amounts and the applicable VAT component with equal prominence. Your tax invoices must also meet the requirements of section 20 of the VAT Act, including displaying the supplier's name, address, VAT registration number, the recipient's name, a full description of goods or services supplied, and the consideration in money. It is a criminal offence under the VAT Act to display prices in a manner that does not comply with section 65(1). MzansiQuote provides fields and templates designed to assist with VAT display, but it remains your responsibility to ensure your VAT registration status is accurately captured during onboarding and that all VAT-related information on your Documents is correct. MzansiQuote reserves the right to suspend or restrict access to your account if it becomes aware of persistent non-compliant VAT invoicing conducted through the Service, in order to protect the integrity and reputation of the Platform.
- Consumer Protection Act 68 of 2008 (CPA): It is your responsibility to ensure that quotes and invoices issued through the Service comply with the CPA, including the requirement for itemised pricing, plain language descriptions, and written estimates where applicable. You acknowledge that estimates and quotes may have additional regulatory requirements depending on your specific trade or industry, and that CPA requirements may vary by transaction type. MzansiQuote provides CPA-aligned templates, but template compliance does not constitute legal advice or a guarantee of CPA compliance for any specific transaction.
- Companies Act 71 of 2008: If you operate as a registered company or close corporation, you are responsible for ensuring your registered name, registration number, and other required particulars appear correctly on all Documents. MzansiQuote collects this information during

onboarding and populates it in templates, but you are responsible for ensuring the information provided is accurate and current.

- Trade and Industry Regulations: Where your trade is subject to specific regulatory requirements (including but not limited to plumbing registrations, electrical Certificate of Compliance (COC) requirements, and PIRB registration), it is your sole responsibility to ensure compliance. MzansiQuote collects trade registration numbers for display purposes only and does not verify or validate the accuracy or currency of any registration.
- Any other Applicable Law governing your business, industry, or the specific transaction documented.

MzansiQuote provides templates designed to assist with compliance. These templates are illustrative tools only and may not meet all regulatory requirements applicable to your specific trade, industry, or transaction. Templates do not constitute legal advice. If you are uncertain about your legal obligations, you should consult a qualified legal or financial professional before using the Service.

3.5 Voice Data and AI Privacy

Where you submit voice notes or audio recordings to the Service for transcription and quote or invoice generation, the following applies: Voice recordings are transmitted securely to third-party speech-to-text providers (currently Google Gemini) for transcription purposes only. Audio data is processed transiently and is not retained by the transcription provider beyond the duration of the API call. Voice recordings constitute personal data under POPIA (and may constitute biometric data depending on context). MzansiQuote retains voice recordings only for the duration necessary to complete transcription and generate the associated Document. Once the Document has been generated and approved by you, the original audio file is deleted. The resulting text transcript is used solely for Document generation and is subject to the same retention periods as other quote and invoice records as described in our Privacy Policy.

3.6 Electronic Signatures and Approvals

Certain actions within the Service — including but not limited to approving a Document for delivery to a Customer, accepting a quote, and confirming receipt of payment — are performed via one-tap WhatsApp interactions (such as reply buttons or interactive message responses). These actions constitute electronic signatures and electronic communications as defined under the Electronic Communications and Transactions Act 25 of 2002 (ECT Act). By performing any such action, you acknowledge that your approval or confirmation is legally binding to the same extent as a handwritten signature, in accordance with section 13 of the ECT Act, and that you intend to be bound by the action taken.

4. Payment Facilitation – Third-Party Payment Processing

4.1 MzansiQuote Is Not a Payment Processor

MzansiQuote does not process, hold, collect, or settle any payment on your behalf. The payment functionality within the Service operates exclusively through other third-party payment service providers as may be integrated from time to time (collectively, "Payment Processor"). MzansiQuote's role is limited to generating a payment link that directs your customer to the Payment Processor's platform to complete a transaction.

4.2 Your Relationship with the Payment Processor

To receive payments through the Service, you must register a merchant account directly with the applicable Payment Processor and agree to that provider's terms and conditions. Your use of payment functionality through MzansiQuote constitutes acceptance of the Payment Processor's terms. You are responsible for:

- Registering and maintaining a valid merchant account with the Payment Processor;
- Ensuring your merchant account is in good standing and compliant with the Payment Processor's requirements;
- Reviewing and complying with all terms, fees, and conditions imposed by the Payment Processor;
- Any disputes, chargebacks, or reversals arising from transactions processed through the Payment Processor;
- Ensuring that your use of payment links complies with all Applicable Law, including the National Credit Act 34 of 2005, the Financial Intelligence Centre Act 38 of 2001, and any other financial services regulation applicable to your business.

4.3 Payment Confirmation and Reconciliation

MzansiQuote displays payment status information based on data received from the Payment Processor via automated notifications (webhooks). This information is provided for convenience only. MzansiQuote does not guarantee the accuracy, timeliness, or completeness of payment status information received from Third-Party Services. You are solely responsible for independently reconciling all payments received, verifying amounts against your bank statements, and resolving any discrepancies directly with the Payment Processor or your bank. MzansiQuote accepts no liability for any loss arising from reliance on payment status information displayed within the Service.

4.4 Manual EFT Payments

Where a customer elects to pay by manual electronic funds transfer (EFT), you are responsible for verifying receipt of funds in your bank account before marking an invoice as paid or delivering goods or services. Confirmation of payment within the MzanziQuote platform does not constitute verification of cleared funds. MzanziQuote accepts no liability for any loss arising from delivery of goods or services before confirmation of cleared payment.

4.5 Disputes and Chargebacks

All payment disputes, chargebacks, and refund requests are governed exclusively by the Payment Processor's terms and conditions and by Applicable Law. MzanziQuote is not a party to the payment transaction and has no authority or obligation to intervene in any payment dispute. You are solely responsible for managing and resolving all payment disputes with your customers and the Payment Processor.

4.6 Transaction Fees and Commissions

MzanziQuote does not charge any commission, percentage, or transaction fee on payments processed between you and your Customers. Any transaction fees, processing charges, settlement fees, or other costs associated with payment processing are imposed solely by the Payment Processor and are a matter strictly between you and the Payment Processor. You are responsible for reviewing and understanding all fee schedules applicable to your Payment Processor merchant account.

4.7 Payment Processor Downtime and Technical Failures

MzanziQuote is not liable for any loss, delay, or disruption arising from downtime, technical failure, fraud, security breach, or operational interruption affecting any Payment Processor or third-party payment infrastructure. In the event of a Payment Processor outage, payment links embedded in Documents may become temporarily unavailable. MzanziQuote will use reasonable efforts to notify you of known payment processing disruptions but makes no guarantee of uninterrupted payment functionality.

5. Accounting and Financial Record Export

5.1 Export Is Supplementary – Not a Substitute for Proper Accounting

MzanziQuote offers an automated export feature that pushes structured payment records to a Google Sheet or other designated accounting destination upon confirmation of payment. This feature is provided as a convenience tool to assist with basic record-keeping

only. Exported data is informational only and is provided without any warranty of accuracy or completeness. It is not a substitute for proper accounting software, formal bookkeeping, or the advice of a qualified accountant or tax practitioner. All submissions to the South African Revenue Service (SARS), including VAT returns, income tax returns, provisional tax payments, and any other statutory filings, are your sole responsibility. The Google Sheet or other accounting export is provided for your convenience only and does not constitute a tax record, financial statement, or accounting system.

5.2 Your Responsibility for Financial Records

You are solely responsible for:

- The accuracy and completeness of your financial records, regardless of whether data has been exported by MzansiQuote;
- Maintaining proper books of account as required by Applicable Law, including the Companies Act and the Income Tax Act 58 of 1962;
- Ensuring that exported records are reviewed for accuracy before being relied upon for tax, audit, or any other financial purpose;
- Filing all required tax returns, including VAT returns, income tax returns, and any other returns required by the South African Revenue Service (SARS), based on your own verified financial records;
- Retaining source documents and records in the format and for the periods required by Applicable Law.

5.3 No Guarantee of Export Accuracy or Availability

MzansiQuote does not guarantee the accuracy, completeness, or timeliness of data exported to any accounting destination. Export functionality depends on the availability and correct operation of Third-Party Services, including the Google Sheets API. MzansiQuote accepts no liability for any loss, penalty, interest, or other consequence arising from errors, omissions, delays, or failures in the accounting export feature.

5.4 Third-Party Accounting Services

By enabling accounting export functionality, you authorise MzansiQuote to transmit your business and transaction data to the designated third-party accounting destination (e.g. Google Sheets). Your use of any such third-party service is subject to that provider's terms and conditions. MzansiQuote is not responsible for the terms, practices, or data handling of any third-party accounting service.

6. Personal and Business Data

6.1 Data You Provide

In using the Service, you provide MzanziQuote with business information, rate card data, customer contact details, and transactional data. You warrant that you have the lawful right to provide all data submitted to the Service and that doing so does not breach any obligation owed to a third party.

6.2 Your Obligations Under POPIA

By using MzanziQuote to collect, store, and process customer personal information (including names, phone numbers, and addresses), you act as a Responsible Party under the Protection of Personal Information Act 4 of 2013 (POPIA). You are responsible for ensuring that your collection and use of customer personal information through the Service complies with POPIA, including obtaining any required consent from your customers.

6.3 MzanziQuote's Data Handling

MzanziQuote processes your data in accordance with our Privacy Policy, which is incorporated into these Terms by reference. Data is stored on servers within or accessible from South Africa in accordance with POPIA requirements. You may request deletion of your data at any time by contacting support.

6.4 MzanziQuote as Operator Under POPIA

In its capacity as a service provider processing Customer personal information on your instructions, MzanziQuote acts as an Operator as defined under POPIA section 1. MzanziQuote processes Customer data solely for the purposes you direct (principally, generating and delivering Documents to your Customers and facilitating follow-up communications). MzanziQuote will process Customer personal information only in accordance with the terms of these Terms of Service, the Privacy Policy, and your lawful instructions. MzanziQuote has implemented appropriate technical and organisational measures to secure Customer personal information as required under POPIA section 19.

6.5 Cross-Border Data Processing

The Service relies on third-party providers located outside South Africa, including in the United States and the European Union, for AI processing, transcription, messaging, and payment facilitation. By using the Service, you acknowledge and consent to the transfer and processing of your User Data and Customer data in jurisdictions outside South Africa, subject to adequate levels of data protection as required by POPIA section 72. MzanziQuote

ensures all cross-border transfers are governed by data processing agreements that provide an equivalent level of protection to that required under POPIA.

6.6 Data Portability and Export

In accordance with your right of access under POPIA section 23, you may request a copy of your User Data at any time by contacting support. MzansiQuote will provide your data in a commonly used, machine-readable format (such as CSV or JSON) within a reasonable time and in any event within 30 days of a verified request. This includes your business profile, rate card data, Customer contact list, and Document history. Data export does not affect MzansiQuote's obligation to retain certain records for the periods required by Applicable Law as described in our Privacy Policy.

7. Limitation of Liability and Indemnity

7.1 Service Provided As Is

MzansiQuote is provided on an "as is" and "as available" basis. To the maximum extent permitted by Applicable Law, MzansiQuote makes no warranties, express or implied, regarding the Service, including warranties of accuracy, fitness for a particular purpose, or compliance with any specific legal requirement applicable to your business.

7.2 Limitation of Liability

To the maximum extent permitted by Applicable Law, MzansiQuote's total liability to you for any claim arising from or related to your use of the Service shall not exceed the lesser of (a) the total subscription fees paid by you in the twelve (12) calendar months immediately preceding the event giving rise to the claim, or (b) R10,000 (ten thousand Rand). MzansiQuote shall not be liable for any indirect, consequential, special, or punitive damages, including loss of profit, loss of revenue, loss of data, or loss of business opportunity, however arising.

7.3 Indemnity

You indemnify and hold harmless MzansiQuote, its officers, employees, agents, and contractors from and against any claim, loss, liability, penalty, fine, or expense (including reasonable legal costs) arising from:

- Your use of the Service;

- Any Document issued through the Service that is inaccurate, non-compliant, or otherwise deficient;
- Your failure to comply with Applicable Law in connection with your business or your use of the Service;
- Any payment dispute, chargeback, or regulatory action arising from payment transactions facilitated through the Service;
- Your breach of these Terms;
- Any claim by a third party (including your customers or SARS) arising from Documents or transactions processed through the Service.

7.4 Narrowing of Indemnity

The indemnity obligations set out in Section 7.3 apply only to the extent that the claim, loss, or liability arises directly from your acts or omissions. Your indemnity obligation does not extend to claims arising solely from a defect in the Service, a failure of MzanziQuote's infrastructure, or the negligence or wilful misconduct of MzanziQuote, its officers, employees, or agents.

7.5 Force Majeure

MzanziQuote shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond its reasonable control, including but not limited to: outages, downtime, or policy changes by upstream platform providers (including Meta WhatsApp, Anthropic, OpenAI, Google, or payment providers); internet service disruptions; natural disasters, pandemics, or acts of God; government actions, sanctions, or regulatory changes; power failures; cyberattacks or security incidents affecting third-party infrastructure; and any other event that could not reasonably have been foreseen or prevented. During any period of force majeure, MzanziQuote's obligations under these Terms are suspended to the extent affected. MzanziQuote will use reasonable efforts to notify you of any force majeure event and to resume normal service as soon as practicable.

8. WhatsApp Platform – Conditions of Use

MzanziQuote operates through the WhatsApp Cloud API. Your use of MzanziQuote constitutes use of the WhatsApp platform and is subject to Meta's WhatsApp Business Terms of Service and Acceptable Use Policy. You may not use MzanziQuote to send unsolicited commercial messages, spam, or any content that violates WhatsApp's policies. A breach of WhatsApp's policies may result in suspension of your access to MzanziQuote without notice.

MzansiQuote is not responsible for any action taken by Meta against your WhatsApp number as a result of your conduct.

You warrant that you have obtained prior consent from each Customer before using the Service to send automated WhatsApp messages to that Customer, including quote deliveries, follow-up reminders, payment requests, and any other automated communications. Sending automated messages to Customers without their prior consent may constitute unsolicited communication under POPIA section 69 and the Consumer Protection Act, and may result in your WhatsApp number being reported for spam under Meta's policies. MzansiQuote is not responsible for any consequence arising from your failure to obtain proper consent before directing automated messages to your Customers.

9. Subscription, Billing, and Cancellation

MzansiQuote is available on a flat monthly subscription. Subscription fees are charged monthly in advance. You may cancel your subscription at any time by notifying MzansiQuote via WhatsApp or such other channel as may be notified to you. Cancellation takes effect at the end of the current billing period. No refunds are payable for any portion of a billing period already paid. MzansiQuote reserves the right to modify subscription pricing with thirty (30) days' written notice.

10. Modifications to the Service and These Terms

MzansiQuote reserves the right to modify, suspend, or discontinue any part of the Service at any time and without liability. We will use reasonable efforts to provide advance notice of material changes. MzansiQuote also reserves the right to update these Terms at any time. Continued use of the Service after notification of updated Terms constitutes acceptance of the revised Terms.

11. Service Maintenance and Release Schedule

MzansiQuote follows a set release schedule for routine bug fixes and version upgrades to the Service. Scheduled releases are deployed on weekends in order to minimise the risk of service instability or disruption affecting Users during ordinary business hours. Critical bugs and urgent support queries will be addressed within twenty-four (24) hours of being

received. Routine, non-critical bug reports and feature requests will be incorporated into a subsequent scheduled release in accordance with the standard release cycle.

12. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of South Africa. Any dispute arising from these Terms or your use of the Service shall be subject to the exclusive jurisdiction of the courts of South Africa. Before commencing legal proceedings, you agree to first notify MzansiQuote in writing of the dispute and allow fifteen (15) business days for resolution.

13. Contact

For queries regarding these Terms, support, or data deletion requests, contact MzansiQuote via WhatsApp at the MzansiQuote support number +27 81 668 7385.

To report a bug or technical issue, contact MzansiQuote via WhatsApp at the MzansiQuote support number +27 81 668 7385. Additional help and frequently asked questions are available on the MzansiQuote WhatsApp Business profile page.

Acceptance of Terms

By proceeding with onboarding and using the MzansiQuote Service, you confirm that you have read these Terms in full, that you understand and accept all responsibilities set out herein — including your sole responsibility for the legal compliance of Documents issued through the Service, the accuracy of VAT information, the terms of Third-Party Payment Processors, and the accuracy of accounting records exported by the Service — and that you agree to be bound by these Terms of Service.

Your acceptance of these Terms is logged electronically and retained as an electronic record. MzansiQuote records the timestamp, WhatsApp number, and device or session identifier associated with your acceptance. This record constitutes evidence of your agreement in accordance with the Electronic Communications and Transactions Act 25 of 2002.