



TERMS AND CONDITIONS

Version 1.4

Effective Date: 24th August 2026

Applies to: ItsEasy.co.za (Saas) business management platform

1. ABOUT THESE TERMS

- 1.1.** AaronNoah Technology and Design (Pty) Ltd (“AaronNoah”, “we”, “us” or “our”), registration number 2025/119134/07, owns and operates ItsEasy.co.za and related hosted services (the “Saas Platform”). The Platform provides software-as-a-service tools that may include online storefronts, product sales, bookings, order management, customer management, team administration, digital products, team administration, communications, payments and related business-management functions.
- 1.2.** These Terms govern access to and use of the Platform. Merchant subscriptions and purchases from Merchants are distinct transactions. Unless AaronNoah is expressly identified as the supplier, the Merchant is the supplier of the goods or services offered on its storefront

2. DEFINITIONS

- 2.1. Platform: ItsEasy.co.za, its hosted business pages, stores, booking pages, dashboards, subdomains, custom-domain implementations and related services operated by AaronNoah.
- 2.2. AaronNoah means AaronNoah Technology and Design (Pty) Ltd, Co. Reg. # 2025/119134/07.
- 2.3. Customer or Subscriber means a person or entity that registers to host a website, page, product listing, service offering or link on the Software as a Service Platform.
- 2.4. SaaS: Software as a Service
- 2.5. Third-Party Customer means a person who purchases, or attempts to purchase, a product or service from a Customer via the SaaS Platform.
- 2.6. **User** means any person accessing or using the SaaS Platform, including Customers and Third-Party Customers.
- 2.7. **Merchant:** a business, organisation or service provider that uses the Platform to operate its business, sell products, accept bookings, manage customers or perform related activities.
- 2.8. **Content** means any text, image, product listing, link, or other material uploaded, posted, or transmitted via the Platform.



3. USE OF ITSEASY.CO.ZA SITE/S

- 3.1. The Platform may be used only to browse Content and carry out legitimate business and other lawful transactions.
- 3.2. You may share public storefront, product and booking links using ordinary links or authorised Platform features. You may not frame, embed or reproduce Content in a misleading manner or bypass access controls without written authorisation. Unauthorised use may infringe intellectual property rights or other laws.
- 3.3. Embedding or deep-linking content on the Site/s is strictly prohibited. Unauthorised use of the Site/s and content may not violate trademark, intellectual property and/or copyright or any other laws.
- 3.4. Merchants are responsible for the accuracy and lawfulness of their Content. AaronNoah does not independently verify every listing or endorse every Merchant. This does not exclude AaronNoah's own obligations under applicable law.

4. SERVICE STANDARDS AND LIMITS OF LIABILITY

- 4.1 AaronNoah will exercise reasonable care and skill in providing the Platform. We do not guarantee uninterrupted or error-free operation, the accuracy of third-party Content, or any particular sales, revenue or business outcome.
- 4.2 Access and performance may be affected by unauthorised access, equipment or transmission failures, network interruptions, system failures, maintenance, upgrades, technology changes or data loss. We will take reasonable steps within our control to address service disruptions. These risks do not automatically relieve us of responsibility for our own breach.
- 4.3 Subject to clause 4.5 and to the extent permitted by law, AaronNoah is not liable for indirect or consequential loss, including lost profit, revenue, turnover or business opportunities arising from use of, or inability to use, the Platform.
- 4.4 Subject to clause 4.5 and to the extent permitted by law, AaronNoah's total liability to a Merchant arising out of or in connection with these Terms shall not exceed the fees that Merchant paid to AaronNoah for Platform services during the 12 months preceding the event giving rise to the claim.

4.5 Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, gross negligence, or any liability or consumer remedy that cannot lawfully be excluded or limited. This clause prevails over any inconsistent disclaimer, indemnity or limitation in these Terms.4.9 Subject to clause 3.2, AaronNoah's total liability to a Customer arising out of or in connection with these Terms, however arising, shall not exceed the total fees paid by that Customer to AaronNoah in the twelve (12) months preceding the event giving rise to the claim.

5. INDEMNITY AND INTELLECTUAL PROPERTY

- 5.1. To the extent permitted by law, a Merchant must indemnify AaronNoah against third-party claims and reasonable, substantiated costs to the extent caused by that Merchant's unlawful Content, infringement of another person's rights, or material breach of these Terms. The indemnity does not apply to the extent that AaronNoah or a person acting for it caused or contributed to the loss.
- 5.2. AaronNoah must notify the Merchant promptly of a claim, allow reasonable participation in its defence, and take reasonable steps to reduce the loss. Neither party may agree a settlement imposing an admission or obligation on the other without that party's written consent, which must not be unreasonably withheld.
- 5.3. AaronNoah or its licensors retain all intellectual property rights in the Platform software, design and branding. These Terms do not transfer ownership of the Platform to any User. Merchants and other rights holders retain ownership of their Content.
- 5.4. Unauthorised access to or use of the Platform is prohibited. You are responsible for ensuring that you have the rights and permissions required for Content you upload or transmit.
- 5.5. You grant AaronNoah a non-exclusive licence to host, store, reproduce, display and transmit your Content only as reasonably necessary to provide and secure the Platform and carry out your instructions. Use of your Content in unrelated advertising requires your permission. On termination, this licence continues only as needed for lawful retention, backups and resolution of outstanding transactions.

6. CHANGES TO SERVICES AND TERMS

- 6.1. The Platform may evolve over time. AaronNoah may add, change or remove features and update these Terms, subject to clause 11 and applicable law.
- 6.2. Material amendments to these Terms will be communicated to affected Merchants by email at least 30 days before taking effect. We will identify the effective date and principal changes. Urgent changes required by law or to address a security threat may take effect sooner, with notice as soon as reasonably practicable. Changes do not retrospectively alter completed transactions.
- 6.3. A Merchant that does not accept a material adverse change may cancel before it takes effect. If the change takes effect during a prepaid service period, the Merchant may end the affected service and receive a proportionate refund for the unused period. Privacy Policy updates must comply with applicable data protection law and cannot create consent merely through continued use.

7. REGISTRATION AND ACCESS

- 7.1. Registration and access for Customers to host websites/pages and/or links on ItsEasy.co.za is necessary. The Customer must provide complete and accurate information.
- 7.2. The onus is on the Customer/Subscriber to provide updated information to AaronNoah when that information changes. Subscriptions may be terminated if found to be inaccurate.
- 7.3. The Customer may unsubscribe at any time by contacting Support@Itseasy.co.za.
- 7.4. A third-party User may be required to register for a specific website/page or link hosted on ItsEasy.co.za.
- 7.5. By registering for or using the SaaS Platform, you warrant that you are at least 18 years of age, or that you otherwise have full legal capacity to enter into a binding agreement under the laws of the Republic of South Africa.

8. ACCEPTANCE OF TERMS

- 8.1. You accept these Terms when you register or create an account after being given a reasonable opportunity to read and retain them. Applicable purchase terms must also be presented before a Buyer completes an order.
- 8.2. Continued use after a properly notified amendment takes effect constitutes acceptance only to the extent permitted by law and subject to the cancellation rights in clause 6. Any express consent required by law must be obtained separately.

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9. PROHIBITED CONTENT

- 9.1. The following are prohibited: products or services that promote violence, hatred or harm to people or animals; alcohol; mind-altering and addictive drugs; animal products, including live animals, and human remains; hazardous materials; illegal, counterfeit or grey-market products; adult sexual content and pornography; products or services that promote unlawful conduct or deception; and regulated medicinal drugs and pharmaceuticals. AaronNoah may remove misleading healing or medical claims.
- 9.2. If you are uncertain whether an item is permitted, contact info@itseasy.co.za before listing it. Any approval remains subject to applicable law and payment provider restrictions.
- 9.3. AaronNoah may refuse, remove or disable prohibited Content in accordance with clause 11. Written approval cannot authorise unlawful activity.
- 9.4. You may not use the Platform to transmit unlawful, threatening, abusive, harassing, defamatory, obscene, privacy-infringing or hateful Content, or Content that infringes another person's rights.
- 9.5. You may not introduce malware, send unlawful unsolicited communications, conduct payment fraud, impersonate another person, circumvent access controls or disrupt the Platform. Testing or automated access beyond authorised features requires written permission.

10. DELIVERY, RETURNS & REFUNDS

- 10.1. Each Merchant is responsible for supplying its goods or services and for its delivery, cancellation, return and refund policies, subject to applicable law.
- 10.2. Merchants must display these policies clearly before purchase, together with accurate descriptions, prices and charges, contact details and expected delivery or performance times.
- 10.3. Buyers should first contact the Merchant about an order. Complaints may also be sent to admin@itseasy.co.za with the Merchant's name, order reference and relevant details. AaronNoah will receive and refer complaints and investigate possible breaches of these Terms
- 10.4. AaronNoah does not assume the Merchant's supply or refund obligations merely by hosting its storefront. This does not exclude any responsibility imposed on AaronNoah by law or expressly accepted in writing.
- 10.5. Merchant policies must preserve applicable statutory cancellation, cooling-off and defective-product rights, including rights under the Consumer Protection Act 68 of 2008 and the Electronic Communications and Transactions Act 25 of 2002 ("ECTA").
- 10.6. Where ECTA section 44 applies, a consumer may cancel without giving a reason within seven days after receiving goods, or after concluding an agreement for services. Only the direct cost of returning goods may be charged, and payments must be refunded within 30 days of cancellation. Statutory exceptions apply; a Merchant may not impose a blanket exclusion for all digital goods, bookings or services.
- 10.7. Failure to supply goods or services, or to pay a refund that is due, may lead to suspension or termination under clause 11.
- 10.8. For bookings and events, the Merchant must disclose the location or delivery method, relevant date and time zone, deposit and balance due, and cancellation, rescheduling and non-attendance rules before purchase. Cancellation charges must comply with applicable law. Digital listings must describe the format, access arrangements, material compatibility requirements and permitted use.

11. SERVICE CHANGES SUSPENSION AND TERMINATION

- 11.1 AaronNoah may add, change or remove features, change prices, request information reasonably necessary to operate the service or comply with law, remove prohibited Content, and suspend or terminate access for material breach, non-payment or failure to meet Merchant obligations.
- 11.2 At least 14 business days' notice will be given of material service changes, unless clause 6 or clause 12 requires a longer period. Requests for information must be relevant and proportionate. A material adverse service change during a prepaid period carries the cancellation and proportionate refund protection in clause 6.3.
- 11.3 For a remediable breach, we will normally notify the Merchant of the reason and allow at least 10 business days to remedy it before suspension or termination. Any longer mandatory statutory notice period prevails. Where CPA section 14 applies to cancellation of a fixed-term agreement by the supplier, the statutory 20-business-day remedy period applies.
- 11.4 We may restrict access or remove Content immediately where reasonably necessary to address fraud, unlawful activity, a serious security threat, material harm to Users or a binding legal requirement. We will notify the affected Merchant of the reason and review route as soon as reasonably practicable, unless prohibited by law.
- 11.5 A Merchant may request review of a restriction at admin@itseasy.co.za. We will consider relevant evidence and restore access where the grounds for restriction have been resolved. Restrictions will be proportionate to the risk.
- 11.6 Promotions may be added or withdrawn prospectively, subject to their published terms. Withdrawal will not remove benefits already earned or agreed for an accepted transaction.

12. FEES AND PAYMENT

- 12.1 Merchants must pay the applicable monthly subscription fee, service or transaction fees, and fees for marketing campaigns they request or expressly opt into. The applicable price, currency, billing interval, taxes and additional charges must be disclosed before the Merchant commits to the service.
- 12.2 Monthly subscription payments may be collected through the authorised payment provider under a recurring payment mandate given by the Merchant. Recurring deductions require an appropriate mandate; these Terms do not themselves authorise access to a bank account.
- 12.3 SmartReserve tokens are purchased through the Platform's payment provider at the Rand (ZAR) price per token displayed before purchase. The token balance is displayed in the Merchant's profile and reduced as eligible services are used.
- 12.4 AaronNoah will give at least 30 days' advance notice of changes to fees or commission structures. Changes apply prospectively and must not alter charges already agreed for a completed transaction. A Merchant may cancel before an increase takes effect, subject to its statutory rights.
- 12.5 Unless a different lawful term is expressly agreed, subscriptions run month to month and renew each month. Cancellation stops renewal at the end of the current paid billing period. There is no cancellation penalty for a month-to-month subscription. Refunds for the current period remain available where required by law or these Terms. Any fixed-term plan must separately disclose its duration, renewal and cancellation rules.
- 12.6 Token deductions per service, expiry terms and refund arrangements must be disclosed before purchase. No undisclosed expiry or forfeiture applies. Any mandatory protection for prepaid credits under applicable law prevails. Ending a subscription does not, by itself, forfeit an unused paid token balance.
- 12.7 Merchants must meet their payment provider's applicable onboarding and verification requirements. Payment provider fees and Platform fees are separate and must be disclosed. Merchant responsibility for refunds, chargebacks, settlement and disputed payments is governed by the applicable provider agreement and any expressly agreed Platform payment terms.

12.8 Billing queries should be sent promptly to support@itseasy.co.za.

Merchants must pay undisputed amounts when due. A genuine dispute does not waive statutory rights, and any suspension for non-payment remains subject to clause 11.

13. MONITORING

- 13.** AaronNoah reserves the right, but is not obligated, to monitor traffic, website content and activity, and may investigate any reported violation of these Terms and Conditions.

14. GENERAL PROVISIONS

- 14.1 Severability: if a provision is unlawful or unenforceable, it will be severed to the extent necessary, without affecting the remaining provisions where they can continue fairly and lawfully.
- 14.2 Entire agreement: these Terms, the applicable subscription or order terms and any expressly incorporated schedules form the agreement for the relevant service. The Privacy Policy explains personal information processing. Nothing in this clause excludes mandatory rights or liability for misrepresentation.
- 14.3 Variation: changes to these Terms are governed by clause 6, service changes by clause 11, and fee changes by clause 12. A separately negotiated written agreement prevails over inconsistent standard terms for the matters it expressly addresses, subject to applicable law.
- 14.4 Notices: contractual notices to AaronNoah must be sent to admin@itseasy.co.za. Notices to Users may be sent to their registered email address. Material changes and account termination notices will be emailed; a Platform notice alone will not replace an email required by these Terms. Court documents must be served as required by law.
- 14.5 Force majeure: a party is not responsible for a delay to the extent caused by an event beyond its reasonable control that it could not reasonably prevent or overcome. The affected party must notify the other party where practicable, take reasonable steps to reduce the impact and resume performance. This clause does not excuse an existing payment obligation or remove statutory cancellation or refund rights.
- 14.6 A failure or delay to enforce a right does not waive that right. Obligations that by their nature must continue after termination, including payment of accrued amounts, confidentiality and lawful data retention, survive termination.

15. LAW

15.1 These Terms are governed by the laws of the Republic of South Africa. South African courts with competent jurisdiction may hear disputes, subject to any mandatory right to approach another competent forum.

15.2 Please send disputes concerning AaronNoah's services to admin@itseasy.co.za so that we can try to resolve them. This process does not prevent urgent court relief or access to a competent regulator, ombud, tribunal or other remedy available by law.