

SUBSCRIPTION AGREEMENT

FSP Business Four Point 0 (Pty) Ltd

Registration Number: 2025/968743/07
 Unit 6, Kings Place, 447 Kings Highway, Lynnwood, 0081

SCHEDULE

This Subscription Agreement sets out the terms under which access to and use of the FSP Business 4.0 ecosystem is supplied by Us to You and Your Authorised Users. By registering for access, You acknowledge that You have read, understood, and agree to be bound by these terms, the Terms of Use, the Privacy Policy, and the PAIA Manual.

SUBSCRIBER DETAILS:

Trading Name	
Company / Entity Name	
Company Registration Number	
FSP Licence Number	
Registered Representative Number	
Physical Address	
Contact Person	
Email Address	
Contact Number	

SUBSCRIPTION DETAILS:

Subscription Plan	
Number of Authorised Users	
Subscription Fee	R _____ (excl. VAT)
Billing Frequency	Monthly / Annually (select)
Initial Period	12 months
Commencement Date	
Notice Period for Termination	30 (thirty) days

ACKNOWLEDGEMENTS:

I have received, read, and agree to the Terms and Conditions below, the Terms of Use, the Privacy Policy, and the PAIA Manual. I agree to the fees and payment terms in this Schedule.

Signed at _____ this ____ day of _____ 20__

_____ Signature of Subscriber	_____ Signature of FSP Business 4.0
Name: _____	Name: _____
Capacity: _____	Capacity: _____

TERMS AND CONDITIONS

1. Definitions

In this Agreement, unless the context indicates otherwise:

- “Agreement” means this Subscription Agreement, comprising the Schedule and these Terms and Conditions.
- “Authorised User” means any individual nominated by the Subscriber to access and use the System, including employees, representatives, and contractors.
- “Commencement Date” means the date the Subscriber accepts this Agreement or first accesses the System, whichever is earlier.
- “Confidential Information” means all information made available by one party to the other, including business, technical, and proprietary information, but excludes information publicly available through no fault of the receiving party.
- “Customer Data” means any data or material submitted by the Subscriber or its Authorised Users to the System.
- “Fees” means the subscription fees payable as set out in the Schedule.
- “Initial Period” means the initial subscription period in the Schedule.
- “Intellectual Property” means all intellectual property relating to the System, including source code, algorithms, frameworks, models, methodologies, tools, content, and branding.
- “Login Details” means the credentials issued to an Authorised User to access the System.
- “POPIA” means the Protection of Personal Information Act 4 of 2013.
- “System” means the FSP Business 4.0 digital ecosystem, including all platforms, tools, dashboards, portals, diagnostics, educational content, frameworks, templates, and materials.
- “Terms of Use” means the FSP Business 4.0 Terms of Use published on our website, which govern the general use of the System.
- “We” / “Us” means FSP Business Four Point 0 (Pty) Ltd (Reg. 2025/968743/07).
- “You” / “Subscriber” means the entity or person identified in the Schedule.

2. Relationship to Terms of Use

2.1 Your use of the System is governed by both this Agreement and the Terms of Use. By entering into this Agreement, you confirm that you have read and accept the Terms of Use.

2.2 The Terms of Use govern general access and use of the ecosystem (including intellectual property, user responsibilities, no-advice disclaimers, and content). This Agreement governs the commercial terms of your subscription (including fees, billing, licence, termination, and data).

2.3 In the event of any inconsistency between this Agreement and the Terms of Use, this Agreement prevails to the extent of the inconsistency.

3. Grant of Licence

3.1 We grant You a revocable, non-exclusive, non-transferable licence to access and use the System during the Term, solely for the internal professional purposes of Your financial services business, subject to payment of Fees.

3.2 The System is owned by Us and is licensed, not sold. You may not transfer, sub-license, or make the System available to any third party without Our prior written consent.

3.3 Access is limited to nominated Authorised Users. Login Details must only be used by the nominated user, kept secure, and not shared.

3.4 You may nominate additional or substitute Authorised Users; Fees will be adjusted accordingly.

3.5 You must immediately notify Us of any unauthorised use or security breach. We may cancel Login Details if misuse is suspected.

4. Fees and Payment

4.1 Fees are payable as set out in the Schedule from the Commencement Date. The first month's Fees are charged pro rata.

4.2 Fees are payable monthly or annually in advance by debit order, EFT, or credit card as agreed. The Subscriber is responsible for any transaction or banking charges imposed by payment providers.

4.3 All Fees are exclusive of VAT, which will be added at the applicable rate.

4.4 We may increase Fees on 30 days' written notice, effective from the next billing cycle.

5. Non-Payment and Suspension

5.1 If payment is not received by the due date, We may at Our discretion: (a) suspend access on 7 days' notice; (b) charge interest at 2% per month on outstanding amounts; and/or (c) terminate this Agreement on 14 days' notice.

5.2 Fees remain payable during any suspension period.

5.3 We may permanently delete Customer Data if Your account is 30 or more days in arrears.

6. Customer Data

6.1 You retain ownership of all Customer Data. We do not own data You submit to the System.

6.2 You are solely responsible for the accuracy, quality, legality, and reliability of Customer Data.

7. Data Aggregation

7.1 We may incorporate Your data in de-identified, aggregated form into databases for research, analytics, and benchmarking. Such aggregated databases are Our property, provided the data cannot identify You or Your clients.

8. Availability and Maintenance

8.1 The System may become unavailable due to planned or unplanned maintenance or circumstances beyond Our control. No refund or compensation is payable for interruptions.

8.2 Where practicable, We will give reasonable advance notice of scheduled maintenance.

8.3 You are responsible for Your own virus protection and cyber security.

9. Privacy and Data Protection

9.1 Both parties must comply with POPIA and all applicable data protection legislation. Our Privacy Policy and PAIA Manual (available on Our website) form part of this Agreement.

9.2 You confirm that You have lawful authority to submit data to the System, have obtained necessary consents, and have informed data subjects that their information may be disclosed to Us.

10. Confidentiality

10.1 You must prevent unauthorised disclosure of Confidential Information and must not use or reveal it except as required for proper use of the System or by law.

10.2 Confidentiality obligations survive termination.

11. Term and Termination

11.1 This Agreement commences on the Commencement Date and continues for the Initial Period. Thereafter it automatically renews for successive periods equal to the billing frequency unless validly terminated.

11.2 Termination by Subscriber

You may terminate by giving 30 days' written notice; notice given during the Initial Period takes effect only at its expiration.

11.3 Termination by Us

We may immediately terminate by written notice if: (a) You default in payment and fail to remedy within 14 days after notice; (b) You materially breach this Agreement and fail to remedy within 14 days after notice; (c) You become insolvent, are placed under business rescue, or face liquidation; or (d) You engage in fraudulent or unlawful conduct.

We may also terminate without cause on 60 days' notice, refunding prepaid Fees pro rata beyond the notice period.

11.4 Effect of Termination

On termination: (a) access is deactivated; (b) You must cease using the System and all Intellectual Property; (c) outstanding Fees become immediately due; (d) clauses on IP, confidentiality, liability, indemnity, and dispute resolution survive.

11.5 Customer Data on Termination

We will provide a copy of Customer Data within 30 days of termination if requested in writing and all payments are up to date. A reasonable extraction fee may apply. Unrequested data will be permanently deleted after 30 days.

12. Warranties and Disclaimer

12.1 Each party warrants it has the legal power to enter into this Agreement. You warrant that Your billing and business information is correct.

12.2 The System is provided "as is" and "as available." Subject to applicable consumer protection legislation, We make no warranties, express or implied, regarding fitness for purpose, accuracy, reliability, or completeness, and do not warrant uninterrupted or error-free operation.

13. Limitation of Liability

13.1 To the fullest extent permitted by South African law, We shall not be liable for any indirect, consequential, special, or incidental loss, including loss of profits, revenue, data, goodwill, or business opportunity.

13.2 Our maximum aggregate liability shall not exceed the total Fees paid by You in the 12 months preceding the relevant claim.

13.3 Liability is reduced to the extent You caused or contributed to the loss.

14. Indemnity

You indemnify and hold harmless FSP Business Four Point 0 (Pty) Ltd, its shareholders, employees, and agents from all claims, costs, damages, and losses arising from: (a) Your breach of this Agreement; (b) misuse of the System; (c) breach of third-party rights; and (d) failure to maintain accurate information.

15. Force Majeure

Neither party is liable for delay or failure to perform due to circumstances beyond reasonable control (including natural disasters, power failures, internet outages, government actions, pandemics, or civil unrest). If performance is suspended for more than 60 days, either party may terminate by written notice.

16. Dispute Resolution

16.1 The parties shall first attempt to resolve any dispute through good-faith negotiation within 14 business days of written notice.

16.2 If unresolved, either party may refer the dispute to mediation under the rules of the Arbitration Foundation of Southern Africa (AFSA).

16.3 If still unresolved within 30 days, either party may refer the dispute to binding arbitration in Pretoria under AFSA rules.

16.4 Nothing prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

17. Assignment

You may not assign Your rights without Our prior written consent. We may assign this Agreement to a successor entity or acquirer without Your consent.

18. Changes to Terms

We may amend these Terms on 30 days' written notice. Continued use after notice constitutes acceptance. If You do not accept, You may terminate per clause 11.2.

19. Notices

Notices must be in writing by email to the address in the Schedule (to You) or info@fspbusiness.co.za (to Us). Email notices are deemed received on the next business day unless a non-delivery notification is received.

20. General

20.1 This Agreement, together with the Terms of Use, Privacy Policy, and PAIA Manual, constitutes the entire agreement between the parties.

20.2 No waiver of any right arises from delay or failure to exercise it.

20.3 If any provision is invalid, the remaining provisions remain in force.

20.4 No partnership, employment, or agency relationship is created by this Agreement.

20.5 We may sub-contract any part of this Agreement at Our discretion.

21. Domicilium Citandi et Executandi

The parties choose as their domicilia citandi et executandi for all purposes the addresses in the Schedule. Either party may change its domicilium by written notice.

22. Governing Law

This Agreement is governed by the laws of the Republic of South Africa. Subject to clause 16, the courts of South Africa shall have jurisdiction.

23. Contact Details



FSP Business Four Point 0 (Pty) Ltd | Reg. 2025/968743/07
Unit 6, Kings Place, 447 Kings Highway, Lynnwood, 0081
Email: info@fsp40.co.za | Website: www.fsp40.co.za