

PayGrid

Terms and Conditions of Service

Please read these terms carefully before using PayGrid

FinGrid (Pty) Ltd | www.fingrid.co.za

Effective: April 2026

1. Introduction and Acceptance

These Terms and Conditions ("Terms") govern your access to and use of the PayGrid platform and related services ("Service") provided by FinGrid (Pty) Ltd ("FinGrid", "we", "us", or "our"), a company incorporated under the laws of the Republic of South Africa.

By registering for, accessing, or using the Service, you ("User", "Employer", or "you") acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms in their entirety, you must immediately cease using the Service.

These Terms were last updated in April 2026. We reserve the right to amend these Terms at any time. Continued use of the Service after notification of changes constitutes acceptance of the revised Terms.

2. Definitions

In these Terms, unless the context indicates otherwise:

- "Service" means the PayGrid online payroll processing platform, including all features, modules, APIs, and supporting tools accessible via fingrid.co.za.
- "User" or "Employer" means any registered employer or authorised representative who creates and operates an account on the Service.
- "Employee Data" means personal information relating to employees that is uploaded to, stored on, or processed through the Service, including identity numbers, salary information, tax numbers, bank account details, and leave records.
- "Payroll Data" means any financial data generated through the Service, including salary calculations, PAYE, UIF, SDL contributions, and payslips.
- "Subscription" means any paid plan for access to the Service.
- "POPIA" means the Protection of Personal Information Act 4 of 2013.
- "BCEA" means the Basic Conditions of Employment Act 75 of 1997.
- "SARS" means the South African Revenue Service.
- "UIF" means the Unemployment Insurance Fund governed by the Unemployment Insurance Act 63 of 2001.

3. Account Registration and User Responsibilities

3.1 Account Creation

To access the Service, you must register for an account by providing accurate, current, and complete information. You must notify us promptly of any changes to your registration information. Accounts are personal to the registered employer and may not be transferred without our prior written consent.

3.2 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to:

- Use a strong, unique password and change it regularly;
- Not share your login credentials with unauthorised persons;
- Log out of your account at the end of each session;
- Notify us immediately at support@fingrid.co.za if you suspect any unauthorised access to your account.

FinGrid shall not be liable for any loss or damage arising from your failure to maintain account security.

3.3 Eligibility

By registering, you confirm that you are at least 18 years of age, legally authorised to enter into contracts on behalf of your business, and that your business is lawfully registered or operating in South Africa.

4. Description of the Service

PayGrid provides the following core features to registered employers:

- Monthly, weekly, and fortnightly payroll processing with automated PAYE, UIF, and SDL calculations;
- Payslip generation and distribution in PDF format;
- UIF eDecs declaration file (U1/E03) generation and submission to the Department of Labour;
- EMP201 monthly employer tax return generation;
- Employee master record management;
- Annual, sick, and compassionate leave tracking and approval workflows;
- WhatsApp-based leave application and approval functionality;
- Employer contribution tracking including provident fund, medical aid, and council levy;
- Payroll reports and audit trails.

We reserve the right to modify, suspend, or discontinue any feature of the Service at any time with reasonable prior notice.

5. Employer Obligations and Compliance

5.1 Accuracy of Data

You are solely responsible for the accuracy, completeness, and legality of all data entered into the Service. FinGrid processes data on your behalf as operator under POPIA and does not independently verify the accuracy of payroll data, tax numbers, identity documents, or bank details you provide.

5.2 Statutory Compliance

PayGrid is a payroll tool designed to assist with South African statutory compliance. However, you remain solely and fully responsible for:

- Ensuring all PAYE calculations are correct and submitted to SARS on time;

- Ensuring all UIF declarations and contributions are accurate and submitted to the Department of Labour;
- Compliance with the BCEA, Labour Relations Act 66 of 1995, and all other applicable South African legislation;
- Reviewing all calculations, payslips, and declarations generated by the Service before submission or distribution.

5.3 Tax and Legal Advice

FinGrid is not a registered tax practitioner, accountant, or legal adviser. Nothing in the Service or these Terms constitutes tax, legal, or financial advice.

5.4 Employee Consent

You warrant that you have obtained all necessary consents required by POPIA to upload, store, and process your employees' personal information through the Service.

6. Payment and Subscription

6.1 Fees

Access to certain features of the Service requires a paid Subscription. Fees, billing cycles, and included features are set out on our pricing page at fingrid.co.za.

6.2 Billing

Subscription fees are billed in advance on a monthly or annual basis. All fees are quoted and payable in South African Rands (ZAR) inclusive of VAT where applicable.

6.3 Non-Payment

If payment is not received by the due date, we reserve the right to suspend access to the Service. Accounts suspended for more than 60 days may be terminated and data deleted in accordance with our data retention policy.

6.4 Refunds

Subscription fees are non-refundable except where required by the Consumer Protection Act 68 of 2008 ("CPA") or other applicable legislation.

6.5 Price Changes

We may change pricing at any time. For existing Subscribers, price changes take effect at the next renewal cycle after at least 30 days' written notice.

7. Intellectual Property

7.1 Our Intellectual Property

The Service, including all software, algorithms, designs, text, graphics, and logos, is the exclusive property of FinGrid or its licensors and is protected by South African copyright and intellectual property laws. You may not copy, modify, distribute, or create derivative works from our content without prior written consent.

7.2 Your Data

You retain ownership of all data you upload to the Service. By using the Service, you grant FinGrid a limited, non-exclusive, royalty-free licence to store and process your data solely for the purpose of providing the Service.

8. Data Processing and Privacy

Our collection, processing, and protection of personal information is governed by our Privacy Policy, which forms part of these Terms and is available at fingrid.co.za/privacy-policy. FinGrid acts as an operator (processor) under POPIA in respect of your employees' personal information.

9. Limitation of Liability

9.1 Service Provided "As Is"

The Service is provided "as is" and "as available" without warranties of any kind. To the fullest extent permitted by South African law, FinGrid disclaims all implied warranties including merchantability, fitness for a particular purpose, and non-infringement.

9.2 Limitation of Damages

FinGrid's total aggregate liability for any claim shall not exceed the total Subscription fees paid by you in the 12 months immediately preceding the event giving rise to the claim.

9.3 Exclusion of Indirect Damages

FinGrid shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of data, or business interruption.

9.4 Payroll Accuracy

FinGrid is not liable for any penalties or interest imposed by SARS or the Department of Labour as a result of incorrect payroll data or your failure to review calculations before submission.

Nothing in these Terms limits liability that cannot be limited under the CPA, POPIA, or other mandatory South African legislation.

10. Indemnification

You agree to indemnify, defend, and hold harmless FinGrid, its directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, costs, and expenses arising out of or relating to:

- Your use or misuse of the Service;
- Your violation of these Terms;
- Any inaccuracy in data you provide;
- Your breach of any applicable law, including payroll and tax legislation.

11. Suspension and Termination

11.1 Termination by You

You may cancel your Subscription at any time by contacting us at support@fingrid.co.za. Cancellation takes effect at the end of the current billing period.

11.2 Termination by Us

We may suspend or terminate your account immediately without notice if you materially breach these Terms, if we have reasonable grounds to suspect fraudulent activity, or if continued provision becomes unlawful.

11.3 Effect of Termination

Upon termination, your right to access the Service ceases immediately. We will retain your data for 90 days after termination, during which you may request an export. After this period, your data will be permanently deleted unless retention is required by law.

12. Force Majeure

FinGrid shall not be liable for any delay or failure to perform our obligations caused by circumstances beyond our reasonable control, including acts of God, governmental actions, power failures, internet outages, cyberattacks, pandemics, or natural disasters.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

13.2 Dispute Resolution

In the event of any dispute, the parties agree to first attempt resolution through good-faith negotiation, failing which either party may refer the matter to mediation before a mutually agreed mediator.

13.3 Jurisdiction

If mediation fails, both parties submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg, or the Magistrates' Court having jurisdiction.

14. General

- Entire Agreement: These Terms, together with the Privacy Policy and any Subscription agreement, constitute the entire agreement between you and FinGrid regarding the Service.
- Severability: If any provision is found invalid or unenforceable, the remaining provisions continue in full force.
- Waiver: Our failure to enforce any right shall not constitute a waiver of such right.
- Assignment: You may not assign your rights without our prior written consent.
- Notices: Formal notices to FinGrid must be sent to support@fingrid.co.za.

15. Contact Us

Company: FinGrid (Pty) Ltd

Platform: PayGrid (www.fingrid.co.za)

Email: support@fingrid.co.za

WhatsApp: 078 997 3963