

Terms of Service

asdf consulting (Pty) Ltd
Bill Application

Effective Date: 2 January 2026

Last Updated: 2 January 2026

1. Introduction and Acceptance

1.1 About Bill

Bill is a professional services application developed and operated by **asdf consulting (Pty) Ltd** (registration number: 2023/566704/07) ("Bill", "we", "us", or "our"). We are a South African private company with our principal place of business at 2 Blaauwklip Office Park, Webersvallei Road, Stellenbosch, Western Cape, South Africa.

Bill provides automated time tracking and billing services to South African law firms.

1.2 Acceptance of Terms

By accessing or using Bill's services, you agree to be bound by these Terms of Service. If you are using Bill on behalf of a law firm or other organisation, you represent that you have the authority to bind that organisation to these terms.

If you do not agree to these terms, you must not access or use our services. Continued use of Bill after any modifications to these terms constitutes acceptance of the modified terms.

1.3 Related Documents

These Terms of Service should be read together with our Privacy Policy, which explains how we collect, use, and protect your personal information. In the event of any conflict between these Terms and the Privacy Policy regarding data protection matters, the Privacy Policy shall prevail.

2. Service Description

2.1 What Bill Provides

Bill is a software-as-a-service (SaaS) platform designed for South African law firms. Our services include time tracking, billing automation, and integration with accounting systems.

2.2 Service Availability

Bill is provided on an "as available" basis. We strive to maintain high availability but do not guarantee uninterrupted service. We may modify, suspend, or discontinue any aspect of the service at any time, with reasonable notice where practicable.

Scheduled maintenance will be communicated in advance where possible. We are not liable for any service interruptions, whether planned or unplanned, or for any loss of data or functionality resulting from such interruptions.

2.3 Third-Party Integrations

Bill integrates with third-party services including email providers, messaging platforms, and accounting systems. The availability and functionality of these integrations depend on the respective third-party services. We are not responsible for changes, interruptions, or discontinuation of third-party services.

WhatsApp Business Integration: If you use our WhatsApp integration features, your use is subject to Meta's WhatsApp Business Messaging Policy and WhatsApp Business Terms of Service.

You must:

- Obtain explicit user consent before sending messages via WhatsApp
- Comply with all WhatsApp messaging policies and requirements
- Use WhatsApp messaging data only for communicating with customers who have consented
- Maintain records of user consent as required by Meta

We act as your service provider in facilitating WhatsApp communications, and you remain responsible for compliance with all Meta policies and applicable regulations.

3. User Obligations

3.1 Account Registration and Accuracy

You agree to provide accurate, current, and complete information during registration and to update this information as necessary. You must not provide false or misleading information or create an account using another person's identity without authorisation.

Each user account is for a single individual. Sharing account credentials is prohibited unless explicitly authorised for administrative purposes within your organisation.

3.2 Account Security

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

- Use strong, unique passwords and update them regularly
- Secure any API tokens or integration credentials provided to you
- Notify us immediately if you become aware of any unauthorised access to your account
- Ensure that only authorised personnel within your organisation have access to your account

We are not liable for any loss or damage arising from your failure to maintain account security.

3.3 Lawful Use

You agree to use Bill only for lawful purposes and in compliance with all applicable South African laws, including:

- The Protection of Personal Information Act 4 of 2013 (POPIA)
- The Electronic Communications and Transactions Act 25 of 2002 (ECTA)
- Professional Conduct Rules of the Law Society of South Africa
- Any other applicable legislation or regulatory requirements

3.4 Professional Responsibilities

Bill is a tool to assist attorneys with time tracking and billing. It is not a substitute for professional judgement. Users remain responsible for:

- Verifying the accuracy of time entries and billing records

- Maintaining attorney-client privilege and confidentiality obligations
- Complying with all Professional Conduct Rules applicable to legal practitioners
- Ensuring that billing practices meet ethical and regulatory standards

3.5 Third-Party Platform Compliance

When using integrations with third-party platforms (including messaging services), you are responsible for:

- Obtaining all necessary consents and permissions from end users
- Complying with the third-party platform's terms of service and policies
- Ensuring your use complies with applicable data protection and privacy laws
- Maintaining required records of user consent and preferences

4. Acceptable Use

4.1 Permitted Use

Bill is intended for professional legal practice use only. You may use our services for time tracking, billing, and related professional activities.

4.2 Prohibited Activities

You must not use Bill to:

- Engage in any illegal, fraudulent, or deceptive activities
- Transmit malware, viruses, or other harmful code
- Attempt to gain unauthorised access to our systems, other user accounts, or third-party systems
- Interfere with or disrupt the service or servers connected to the service
- Circumvent, disable, or otherwise interfere with security features
- Use automated means (bots, scrapers, etc.) to access the service except through authorised APIs
- Reverse engineer, decompile, or disassemble any part of the service
- Access or attempt to access other users' data without authorisation
- Use the service in any manner that could overload, damage, or impair our infrastructure
- Resell, redistribute, or sublicense access to the service without our written consent
- Send unsolicited or unauthorised messages through integrated messaging platforms
- Violate any third-party platform's terms of service or acceptable use policies

4.3 Content Standards

You are responsible for all content you submit through Bill. Content must not:

- Violate any applicable law or regulation

- Infringe any third party's intellectual property, privacy, or other rights
- Contain false, misleading, or defamatory statements
- Be obscene, threatening, or harassing

We reserve the right to remove or refuse to process content that violates these standards.

5. Data Usage and Privacy

We process personal information in accordance with our Privacy Policy and the Protection of Personal Information Act (POPIA).

Our Privacy Policy provides comprehensive information about how we collect, use, store, and protect your personal information. It also details your rights under POPIA and how to exercise them.

Privacy Policy Links:

- Web version: [\[/privacy-policy\]/\[/privacy-policy\]](/privacy-policy)
- PDF version: [\[/privacy-policy.pdf\]/\[/privacy-policy.pdf\]](/privacy-policy.pdf)

5.1 Your Rights Under POPIA

Under the Protection of Personal Information Act (POPIA), you have the right to:

- Request access to your personal information held by Bill
- Request correction of inaccurate personal information
- Request deletion of personal information (where lawful)
- Object to processing of your personal information
- Lodge a complaint with the Information Regulator of South Africa

To exercise these rights, contact our Information Officer at ricky@asdf.africa.

5.2 Consent

By accepting these Terms, you provide explicit consent for Bill to process your personal information for service delivery purposes as described in our Privacy Policy. You may withdraw this consent at any time, except where we are legally required to retain data.

5.3 Data Security

Bill implements industry-standard security measures to protect personal information. In the event of a security breach affecting personal information, we will notify affected users and the Information Regulator as required by POPIA Section 22.

5.4 Third-Party Data Sharing

When you use third-party integrations (such as messaging platforms), you authorise Bill to share necessary data with those platforms to provide the services. You remain responsible for ensuring you have obtained all required consents from your clients and end users for such data sharing.

See our Privacy Policy for complete details on data collection, POPIA compliance, your rights as a data subject, data security measures, third-party data sharing, and how to contact our Information

Officer.

6. Intellectual Property

6.1 Our Intellectual Property

Bill and all related software, documentation, branding, logos, designs, and other materials are owned by asdf consulting (Pty) Ltd and are protected by South African and international intellectual property laws. You may not copy, modify, distribute, sell, or lease any part of our services or software without our written consent.

The Bill name, logo, and related branding are trademarks of asdf consulting (Pty) Ltd. You may not use these marks without our prior written permission.

6.2 Your Data

You retain all ownership rights to your data, including time entries, client information, and other content you submit to Bill. By using our services, you grant us a limited, non-exclusive licence to process your data solely for the purpose of providing the services to you.

We will not access, use, or disclose your data except as necessary to provide the services, comply with legal obligations, or as otherwise described in our Privacy Policy.

6.3 Licence to Use the Service

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use Bill for your internal business purposes. This licence does not include any right to:

- Sublicense or resell access to the service
- Modify or create derivative works based on the service
- Use the service for purposes other than those intended
- Transfer your account or any rights under these Terms without our consent

7. Service Availability

7.1 "As Is" and "As Available"

Bill is provided on an "as is" and "as available" basis. While we strive to maintain high service quality, we do not guarantee that:

- The service will be uninterrupted, timely, secure, or error-free
- The results obtained from using the service will be accurate or reliable
- Any errors in the service will be corrected
- The service will meet your specific requirements

7.2 Service Modifications

We reserve the right to modify, update, or discontinue any part of the service at any time. We will provide reasonable notice of significant changes where practicable. However, we are not obligated to maintain, support, or update any particular feature or functionality.

7.3 Maintenance Windows

Scheduled maintenance may be required from time to time. We will endeavour to provide advance notice of planned maintenance that may affect service availability. Emergency maintenance may be conducted without notice when necessary to protect the service or user data.

7.4 Your Responsibilities

You are responsible for maintaining your own data backups. While we implement reasonable data protection measures, you should not rely solely on Bill as your only copy of important data. We recommend regular exports of your time entries and other critical information.

8. Limitation of Liability

8.1 Disclaimer of Warranties

To the maximum extent permitted by South African law, we disclaim all warranties, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that the service will be compatible with your hardware, software, or network configuration, or that it will operate without interruption or be free from defects.

8.2 Limitation on Damages

To the maximum extent permitted by South African law, asdf consulting (Pty) Ltd and its directors, employees, agents, and affiliates shall not be liable for:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or business opportunities
- Business interruption or loss of goodwill
- Any damages arising from your use of or inability to use the service
- Any damages arising from third-party integrations or services

These limitations apply regardless of the legal theory upon which the claim is based, whether contract, tort (including negligence), strict liability, or otherwise, even if we have been advised of the possibility of such damages.

8.3 Cap on Liability

Our total cumulative liability for any and all claims arising out of or related to these Terms or the service shall not exceed the total fees paid by you to us during the twelve (12) months immediately preceding the claim.

8.4 Exceptions

Nothing in these Terms excludes or limits our liability for:

- Death or personal injury caused by our negligence
- Fraud or fraudulent misrepresentation
- Gross negligence or wilful misconduct
- Any other liability that cannot be excluded or limited under South African law

8.5 Acknowledgement

You acknowledge that the service fees reflect the allocation of risk set forth in this agreement and that we would not provide the service without these limitations.

9. Indemnification

9.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless asdf consulting (Pty) Ltd, its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Your use of the service
- Your violation of these Terms
- Your violation of any applicable law or regulation
- Your violation of any third party's rights, including intellectual property, privacy, or professional conduct obligations
- Content you submit through the service
- Any dispute between you and your clients relating to billing generated through Bill
- Your violation of third-party platform terms of service or policies (including messaging platform policies)
- Your failure to obtain required consents from end users

9.2 Indemnification Procedure

We will notify you promptly of any claim subject to indemnification. You shall not settle any claim without our prior written consent if the settlement would impose any obligation on us or admit any liability on our part. We reserve the right to assume exclusive defence of any claim at our own expense.

10. Termination

10.1 Termination by You

You may terminate your account and these Terms at any time by providing written notice to us at ricky@asdf.africa. Upon termination, you will have thirty (30) days to export your data before it is scheduled for deletion.

10.2 Termination by Us

We may suspend or terminate your access to the service immediately, without prior notice, if:

- You breach any provision of these Terms
- You fail to pay applicable fees when due
- You engage in activities that could harm Bill, our infrastructure, or other users
- You use the service in a manner that violates applicable law
- We are required to do so by law or court order
- We discontinue the service entirely (with reasonable notice)
- You violate third-party platform terms of service or policies

10.3 Effect of Termination

Upon termination:

- Your right to access and use the service ceases immediately
- You remain liable for any fees incurred prior to termination
- We may delete your data after the thirty (30) day export period, unless retention is required by law or for legitimate business purposes
- Pre-paid fees for unused service periods are non-refundable unless otherwise required by law

10.4 Survival

The following provisions survive termination: Sections 5 (Data Usage and Privacy), 6 (Intellectual Property), 8 (Limitation of Liability), 9 (Indemnification), 12 (Governing Law and Jurisdiction), and any other provisions that by their nature should survive.

11. Changes to Terms

11.1 Our Right to Modify

We reserve the right to modify these Terms at any time. We will provide notice of material changes by posting the updated Terms on our website and, where practicable, by email notification to registered users.

11.2 Effective Date of Changes

Changes become effective thirty (30) days after posting, unless we specify a different date or unless the changes are required by law, in which case they may take effect immediately.

11.3 Your Options

If you do not agree to the modified Terms, you must stop using the service before the changes take effect. Continued use of the service after the effective date of any changes constitutes your acceptance of the modified Terms.

11.4 Version History

We maintain a record of previous versions of these Terms. You may request access to previous versions by contacting us.

12. Governing Law and Jurisdiction

12.1 Governing Law

These Terms of Service are governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles. The following South African legislation applies regardless of any choice of law:

- Protection of Personal Information Act 4 of 2013 (POPIA)
- Electronic Communications and Transactions Act 25 of 2002 (ECTA)
- Consumer Protection Act 68 of 2008 (where applicable)
- Companies Act 71 of 2008

12.2 Dispute Resolution

In the event of any dispute arising out of or relating to these Terms or the service, the parties agree to the following dispute resolution process:

Step 1: Escalation to Senior Management

Either party must first provide written notice of the dispute to the other party. The parties shall attempt to resolve the dispute through good faith negotiation between senior management representatives within thirty (30) days of such notice.

Step 2: Mediation

If the dispute is not resolved through negotiation, the parties agree to attempt mediation before an independent mediator mutually agreed upon, or failing agreement, appointed by the Arbitration Foundation of Southern Africa (AFSA). The costs of mediation shall be shared equally.

Step 3: Court Proceedings

If mediation fails to resolve the dispute within sixty (60) days, or if either party refuses to participate in mediation, either party may institute legal proceedings.

12.3 Jurisdiction

The courts of the Republic of South Africa, specifically the High Court of the Western Cape (Cape Town), shall have exclusive jurisdiction over any disputes arising from these Terms or the service.

12.4 Legal Fees

In any legal proceedings, the unsuccessful party shall bear the successful party's reasonable legal costs on an attorney-and-client scale, unless the court orders otherwise.

13. Contact Information

13.1 General Enquiries

For questions about these Terms of Service or our services, please contact us:

asdf consulting (Pty) Ltd

Registration Number: 2023/566704/07

Address:

2 Blaauwklip Office Park

Webersvallei Road

Stellenbosch

Western Cape

South Africa

Email: ricky@asdf.africa

Telephone: +27 69 0411 717

Website: <https://asdf.africa>

13.2 Information Officer (POPIA)

For privacy-related enquiries or to exercise your rights under POPIA, please contact our Information Officer:

Name: Ricky Kloppe

Email: ricky@asdf.africa

Telephone: +27 69 0411 717

13.3 Legal Notices

Formal legal notices should be sent to:

asdf consulting (Pty) Ltd

Attention: Director

2 Blaauwklip Office Park

Webersvallei Road

Stellenbosch

Western Cape, 7600

South Africa

Or by email to: ricky@asdf.africa (with the subject line "Legal Notice")

13.4 Complaints

If you have a complaint about our services that cannot be resolved through our support channels, you may escalate the matter using the dispute resolution process described in Section 12.

For complaints specifically related to personal information processing, you may also lodge a complaint with:

Information Regulator South Africa

Email: POPIAComplaints@inforegulator.org.za

Toll-Free: 0800 017 160

Website: <https://inforegulator.org.za>

14. General Provisions

14.1 Entire Agreement

These Terms, together with our Privacy Policy and any other documents incorporated by reference, constitute the entire agreement between you and asdf consulting (Pty) Ltd regarding the use of Bill. These Terms supersede any prior agreements or understandings, whether written or oral.

14.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

14.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorised representative of asdf consulting (Pty) Ltd.

14.4 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without our prior written consent. We may assign these Terms without restriction. These Terms shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

14.5 Force Majeure

We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including but not limited to natural disasters, acts of war or terrorism, epidemics, power failures, telecommunications failures, or governmental actions.

14.6 Notices

All notices under these Terms must be in writing. Notices to us should be sent to the address specified in Section 13. Notices to you will be sent to the email address associated with your account or posted on the service.

14.7 Headings

Section headings are for convenience only and do not affect the interpretation of these Terms.

14.8 No Partnership

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and asdf consulting (Pty) Ltd.

Company Information:

asdf consulting (Pty) Ltd

Registration Number: 2023/566704/07

2 Blaauwklip Office Park, Webersvallei Road, Stellenbosch, Western Cape, South Africa

Website: <https://asdf.africa>

Email: ricky@asdf.africa

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