



IT Governance – Service Management – Service Support

WEBSITE TERMS AND CONDITIONS

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1. Acceptance of these Terms

1.1 Website use

By accessing, browsing, using, submitting information through, or interacting with the Kairos Computer Risk Management website, you agree to be bound by these Website Terms and Conditions as amended from time to time.

1.2 Non-acceptance

If you do not agree with these Terms, you must not use the website or submit information through it.

1.3 Scope

These Terms apply to the use of the Kairos website, related online forms, enquiry forms, downloadable documents, website-linked communications and any website-linked service made available by or on behalf of Kairos.

2. Purpose of the Website

2.1 Purpose

The Kairos website provides general information about Kairos Computer Risk Management, its outsourced IT solutions, IT governance, service management, service support, cybersecurity support, managed services, contact channels, quotations, service enquiries, policies and related business information.

2.2 General guidance only

Information on the website is provided for general guidance only. It does not replace formal quotations, written agreements, statements of work, service level agreements, approved policies, client instructions, invoices or formal written communication issued by Kairos.

3. Definitions

3.1 Kairos

“Kairos”, “we”, “us” or “our” means Kairos Computer Risk Management.

3.2 Website

“Website” means <https://kairoscrm.co.za> and any sub-pages, linked pages, online forms or website-linked services operated by or on behalf of Kairos.

3.3 User

“User”, “you” or “your” means any person who accesses, browses, uses, submits information through or interacts with the website.



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3.4 Content

“Content” means text, images, videos, graphics, documents, forms, logos, icons, designs, software, databases, articles, resources, service information and any other material made available on the website.

3.5 Personal information

“Personal information” has the meaning assigned to it under the Protection of Personal Information Act, 4 of 2013.

3.6 Client information

“Client information” means information relating to Kairos clients, client representatives, client users, client systems, client environments, support records, service records, project information or other information processed in connection with Kairos services.

4. Legal Disclosures and Electronic Transactions

4.1 Legal information

For purposes of website use, electronic communications and online interactions, Kairos provides the following information: Kairos Computer Risk Management, registration number 2009/034954/23, physical address First Floor, Constantia Emporium, c/o Ladies Mile Road and Spaanschemat River Road, Constantia, Cape Town, South Africa, 7806, telephone 0215197116, website <https://kairoscrm.co.za> and general email info@kairoscrm.co.za.

4.2 Online transactions

Where the website or a third-party platform enables an online enquiry, service request, quotation request, payment, booking or other electronic transaction, users must be given a reasonable opportunity, where technically available, to review the transaction, correct mistakes and withdraw before final submission or payment.

4.3 User responsibility

Users are responsible for checking that all information submitted online is accurate, current, complete and lawful before final submission.

5. Permitted Use

5.1 Lawful use

You may access, view, download and print website content for lawful, personal, business, informational or non-commercial purposes, provided that you do not remove copyright notices, alter the content in a misleading way, or use it in a manner that damages Kairos’ reputation, rights, clients, systems or operations.

5.2 Restrictions

You may not use the website for any unlawful, fraudulent, harmful, abusive, disruptive or unauthorised purpose.



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6. Prohibited Use

6.1 Prohibited conduct

You may not interfere with or disrupt the website, its systems, security controls or availability; attempt to gain unauthorised access to Kairos systems, accounts, portals, tools, networks or data; upload malicious code, malware, viruses, scripts or harmful content; scrape, harvest or collect personal information, email addresses or contact details for unauthorised purposes; misrepresent your identity or submit false, misleading or fraudulent information; copy, reproduce, sell, commercially exploit or redistribute Kairos content without written permission; use Kairos' name, logo, trademarks or materials in a manner that suggests endorsement without authorisation; or submit defamatory, discriminatory, offensive, abusive, confidential, infringing or unlawful content through any website form or channel.

6.2 Access restriction

Kairos may restrict, suspend or block access to the website where misuse, security risk, unlawful activity or unauthorised activity is suspected.

7. Intellectual Property

7.1 Ownership

All website content, including text, images, designs, graphics, logos, videos, documents, resources, structure and layout, belongs to Kairos or is licensed to Kairos unless otherwise indicated.

7.2 Rights reserved

All rights are reserved. No right, title or interest in Kairos' intellectual property is transferred to you by your use of the website.

7.3 Written consent

You may not reproduce, adapt, publish, distribute, transmit, commercially exploit or create derivative works from website content without Kairos' prior written consent, except where permitted by law or expressly allowed on the website.

8. Enquiries, Contact Forms, Service Requests and Online Submissions

8.1 Submissions

Where the website allows you to submit enquiries, quotation requests, support enquiries, consultation requests, project requests, contact forms, service requests, uploaded documents or other information, you agree that all information submitted by you must be accurate, current, complete and lawful.

8.2 No automatic acceptance

Submitting an enquiry, request, document or online form does not guarantee acceptance of work, service availability, credit approval, procurement, quotation acceptance, project commencement or any contractual relationship.



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8.3 Additional information

Kairos may require supporting information, written instructions, verification checks, signed quotations, deposits, service agreements, statements of work or other formal documentation before work is accepted or commenced.

9. Quotations, Payments, Online Transactions and Refunds

9.1 Quotations and invoices

Where the website refers to services, pricing, quotations, invoices, online payments, deposits, hardware procurement, software procurement or other charges, the applicable quotation, invoice, service agreement, statement of work, payment terms or formal Kairos communication will apply.

9.2 Changes

Kairos may update pricing, service descriptions, payment requirements and availability from time to time. Users are responsible for checking the latest applicable information before making payment or accepting a quotation.

9.3 Third-party payment providers

Where payments are processed online, payments may be processed by authorised third-party payment service providers. Payment functionality, payment provider details, card storage practices and payment security controls must be confirmed before publication. [TO BE VERIFIED - KAIROS]

9.4 Refunds and cancellations

Refunds, cancellations, reversals, credits or service adjustments, where applicable, will be handled in accordance with the applicable quotation, invoice, agreement, written terms, third-party payment provider rules and applicable law. Final website wording for online payments, refunds and cancellations must be confirmed before publication. [TO BE VERIFIED - KAIROS]

10. Electronic Communications and Direct Marketing

10.1 Electronic communications

By using the website, submitting an online form, sending an email to Kairos, requesting a quotation, making a service enquiry, requesting support or subscribing to Kairos communications, you consent to Kairos communicating with you electronically where necessary for business, administrative, service, finance, legal, security, support or relationship-related purposes.

10.2 Service communications

Service, support, quotation, billing, payment, security and relationship-related communications may be necessary for the relevant relationship or transaction and may not always be optional.



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10.3 Optional communications

Optional newsletters, service updates, security advisories, event invitations or marketing communications will be sent in accordance with applicable law and any consent or preference choices available to the user. Users may unsubscribe from non-essential electronic communications using the unsubscribe method provided or by contacting Kairos.

10.4 Consent process

Kairos must confirm the newsletter, marketing and consent processes used on the live website and ensure opt-out or unsubscribe mechanisms are operational where applicable.

11. Privacy and Protection of Personal Information

11.1 POPIA alignment

Kairos processes personal information in accordance with applicable South African privacy laws, including the Protection of Personal Information Act, 4 of 2013, and in alignment with the Kairos POPIA and Data Protection Policy.

11.2 Collection

Personal information may be collected when users complete forms, submit enquiries, request quotations, request support, upload documents, subscribe to communications, interact with the website, communicate with Kairos or use website-linked services.

11.3 Purposes

Kairos may use personal information to respond to enquiries, prepare quotations, provide IT services, manage support requests, administer client relationships, communicate with users, manage payments, maintain records, comply with legal obligations, protect systems, improve services and support business operations.

11.4 Sharing

Personal information will not be sold. Kairos may share personal information with authorised employees, contractors, service providers, operators, sub-operators, professional advisers, regulatory authorities, law enforcement bodies, clients or other parties where lawful and necessary for the relevant purpose.

11.5 Privacy documents

Users should consult the Kairos Privacy Notice and Kairos PAIA Manual, and where applicable the Kairos Cookie Notice, for more information regarding personal information processing, data subject rights, access to information procedures and website cookie use.

12. Client Information and Operator Processing

12.1 Responsible Party and Operator roles

Kairos may process personal information as Responsible Party for its own business operations and as Operator where it processes personal information on behalf of a client Responsible Party.



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12.2 Client instructions

Where Kairos acts as Operator, Kairos processes client personal information in accordance with the client's documented instructions, applicable agreements, service scope, support requests, data processing requirements and lawful instructions.

12.3 Client data subject requests

Where Kairos receives a data subject request relating to personal information processed on behalf of a client, Kairos may refer the request to the client Responsible Party and assist according to documented instructions and contractual requirements.

12.4 Security safeguards

Kairos applies reasonable technical and organisational safeguards to protect records and personal information against unauthorised access, loss, damage, misuse, alteration, disclosure or destruction, in alignment with Kairos' governance and security policies.

13. Cookies and Website Analytics

13.1 Cookies

The Kairos website may use cookies, analytics tools, security tools, embedded content or similar technologies to support website functionality, security, performance, user experience and website usage analysis.

13.2 Types of cookies

Cookies and similar technologies may include essential cookies, functionality cookies, analytics cookies, embedded content cookies and marketing or campaign cookies where applicable.

13.3 User controls

Users may manage cookie preferences through the website consent tool where available, or through browser settings. Disabling certain cookies may affect website functionality or prevent certain website features from operating correctly.

13.4 Cookie Notice and verification

Where required, Kairos will provide appropriate notice and, where applicable, obtain consent through a cookie banner, cookie notice, consent tool or browser-based settings. Kairos should maintain a separate Cookie Notice where the website uses non-essential cookies, analytics, embedded content, marketing pixels, live chat tools, reCAPTCHA or similar tracking or security technologies.

14. User Submissions and Uploaded Content

14.1 Rights to submit

Where users submit enquiries, documents, technical information, service details, support information, feedback or other content through the website, users confirm that they have the right to submit that information and that it is accurate, lawful and not misleading.



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14.2 Prohibited content

Users must not upload third-party confidential information, unlawful material, malicious files, copyrighted content without permission, personal information without authority, credentials, passwords, secrets or content that infringes the rights of another person.

14.3 Processing

Kairos may process submitted content for the purpose for which it was submitted and for related business, service, administrative, legal, security, recordkeeping and support purposes.

14.4 Removal

Kairos may remove, restrict or decline to process content that is unlawful, offensive, misleading, infringing, unsafe, irrelevant or inconsistent with these Terms.

15. External Links and Third-Party Services

15.1 Third-party links

The website may contain links to external websites, platforms, payment services, client portals, remote support tools, social media pages, videos, embedded content, analytics tools or third-party content.

15.2 No control

These links are provided for convenience only. Kairos does not control and is not responsible for third-party websites, content, privacy practices, security, availability or terms.

15.3 User responsibility

Users access external links and third-party services at their own risk and should review the applicable third-party terms and privacy notices.

15.4 Verification

Kairos should verify third-party platforms used by the website, including payment gateways, links, remote support portals, social media, analytics, embedded content, chat widgets and client portals.

16. Accuracy of Information

16.1 Reasonable steps

Kairos takes reasonable steps to keep website information accurate and up to date but does not guarantee that all information will always be complete, current, error-free or available.

16.2 Changes

Service descriptions, availability, pricing, contact details, policies, downloadable documents and website content may change.

16.3 Formal documents prevail

Formal quotations, invoices, service agreements, statements of work, approved policies and written communications from Kairos take precedence over general website information.

17. Availability, Security and Vulnerability Reporting

17.1 Availability

Kairos does not guarantee uninterrupted, error-free or secure access to the website. Access may be suspended, restricted or unavailable due to maintenance, technical issues, security incidents, third-party service failures or circumstances beyond Kairos' control.

17.2 User security responsibility

Users are responsible for using secure devices, protecting their own credentials, avoiding phishing and ensuring that documents or information submitted to Kairos are lawful and appropriate.

17.3 No unauthorised testing

Users must not attempt to test, scan, exploit, bypass, interfere with or compromise the security of the website, Kairos systems, client systems, portals, tools, services or any connected environment.

17.4 Reporting

Suspected website vulnerabilities, phishing attempts, unauthorised access or security incidents should be reported to cybersecurity@kairoscrm.co.za or another verified security contact.

18. Accessibility

18.1 Accessibility aim

Kairos aims to make website content reasonably accessible and usable for visitors, clients, suppliers, service providers and other stakeholders.

18.2 Assistance

Users who experience accessibility difficulties may contact Kairos using the website contact details so that Kairos can consider reasonable steps to assist.

19. Limitation of Liability

19.1 Exclusion

To the maximum extent permitted by law, Kairos will not be liable for any direct, indirect, incidental, consequential or special loss arising from use of, reliance on, or inability to use the website or website content.



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19.2 Examples

This includes loss arising from errors, omissions, service interruptions, unauthorised access, malware, data loss, external links, third-party platforms, delays, incorrect information supplied by users, or reliance on general website information.

19.3 Non-excludable liability

Nothing in these Terms excludes liability that cannot lawfully be excluded under South African law, including liability for fraud, wilful misconduct, gross negligence where it cannot lawfully be excluded, or rights that cannot be excluded under applicable consumer, privacy or other legislation.

20. Indemnity

20.1 Indemnity

You agree to indemnify and hold Kairos harmless from any claim, loss, liability, cost or damage arising from your unlawful use of the website, breach of these Terms, infringement of intellectual property rights, submission of false information, misuse of Kairos systems, misuse of client information or violation of applicable law.

21. Complaints and Escalation

21.1 Queries and complaints

Users may raise website-related queries, transaction queries, service queries, quotation queries, payment queries, privacy queries or complaints through the contact details published on the website or in the relevant Kairos policy, invoice, form or official communication.

21.2 Privacy and PAIA requests

Privacy and access to information requests should be directed to the Kairos Information Officer or the privacy/PAIA contact published by Kairos.

21.3 Contact route verification

Kairos should confirm separate contact routes for general website queries, support enquiries, finance/payment queries, privacy/PAIA/POPIA requests, accessibility issues and security reporting before publication.

22. Amendments to these Terms

22.1 Updates

Kairos may update, amend or replace these Terms from time to time. Updated Terms will be published on the website and will apply from the effective date indicated, or from the date of publication if no date is stated.

22.2 Continued use

Continued use of the website after changes are published means that you accept the updated Terms.



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23. Governing Law and Jurisdiction

23.1 Governing law

These Terms are governed by the laws of the Republic of South Africa.

23.2 Jurisdiction

The website is operated from South Africa, and any dispute relating to these Terms or the use of the website will be subject to the jurisdiction of the appropriate South African courts, unless otherwise required by law.

24. Severability

24.1 Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be severed from the remaining provisions, which will continue to apply.

25. Entire Agreement for Website Use

25.1 Website use agreement

These Terms constitute the general agreement between Kairos and users regarding use of the website.

25.2 Separate terms

Separate written agreements, quotations, service level agreements, statements of work, invoices, project terms, support terms, privacy notices, policies or official communications may apply to specific transactions or relationships and will prevail where applicable.

26. Contact Information

26.1 Organisation contact details

Kairos Computer Risk Management

First Floor, Constantia Emporium

c/o Ladies Mile Road and Spaanschemat River Road

Constantia, Cape Town

South Africa

7806

Telephone: 0215197116

Website: <https://kairoscrm.co.za>



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General enquiries: info@kairoscrm.co.za

PAIA / POPIA requests: informationofficer@kairoscrm.co.za

Security reporting: cybersecurity@kairoscrm.co.za

Support enquiries: support@kairoscrm.co.za

26.2 Verification

Final website contact routes must be confirmed before publication.

27. Related Documents

27.1 Related documents

These Terms should be read with Kairos' applicable policies and documents, including where available: Kairos PAIA Manual; Kairos Privacy Notice.