

PAYLIO TERMS OF SERVICE

Paylio Terms of Service

Effective Date: 10 June 2026

Last Updated: 10 June 2026

1. Introduction

These Terms of Service govern the relationship between Paylio (referred to as "Paylio", "we", "us", or "our") and any educational institution or authorised representative that accesses or uses the Paylio platform (referred to as "the Client", "you", or "your").

By registering for, accessing, or using Paylio, the Client agrees to be bound by these Terms. If you are accepting these Terms on behalf of an institution, you confirm that you have the authority to bind that institution.

Paylio is a payroll management platform designed exclusively for educational institutions. It provides tools for payroll calculation, statutory compliance, payslip generation, and related administrative functions.

2. Definitions

"Platform" means the Paylio software application, including all web interfaces, backend functions, API endpoints, and related tools made available to the Client.

"Payroll Run" means a processed set of payroll calculations for a defined pay period, covering one or more employees of the Client.

"Finalised Run" means a Payroll Run that has been locked by the Client and submitted or approved for payment purposes.

"Employee Data" means all personal and financial information relating to the Client's employees that is entered into, uploaded to, or generated by the Platform.

"Statutory Obligations" means the Client's legal obligations under the Income Tax Act, the Unemployment Insurance Act, the Skills Development Levies Act, the Basic Conditions of Employment Act, and any other applicable South African legislation.

"Third-Party Service" means any external provider integrated with or referenced by the Platform, including but not limited to Netcash, WhatsApp Business API, and banking institutions.

"Subscription" means the paid access arrangement under which the Client uses the Platform.

"Responsible Party" has the meaning assigned to it under the Protection of Personal Information Act 4 of 2013.

3. Nature of the Service

Paylio is a software tool. It provides payroll calculations based on the data and instructions entered by the Client. Paylio does not act as a payroll bureau, employer of record, tax practitioner, or financial adviser. Nothing in these Terms or on the Platform constitutes professional tax, legal, or financial advice.

The accuracy and completeness of all payroll outputs depends entirely on the accuracy and completeness of the data provided by the Client. Paylio calculates what the Client instructs it to calculate. The Client remains solely responsible for reviewing, approving, and authorising every Payroll Run before any

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payment is made.

4. Client Responsibilities

The Client accepts full responsibility for the following:

Ensuring that all employee data entered into the Platform is accurate, complete, and up to date, including identity numbers, tax reference numbers, banking details, salary structures, and employment classifications.

Reviewing every Payroll Run in full before finalising or approving it. Finalisation by the Client or any authorised user constitutes the Client's approval of the payroll output and its instruction to proceed.

Ensuring that payroll is approved by an authorised person with the knowledge and authority to do so on behalf of the institution.

Submitting all statutory returns and making all statutory payments to SARS, the UIF, and other regulatory bodies by their respective deadlines. Paylio may generate the required documentation, but filing and payment remain the Client's obligation unless a separate written agreement states otherwise.

Maintaining accurate and current employee records, including updating the Platform when an employee's status, remuneration, banking details, or employment conditions change.

Ensuring that all users granted access to the Platform are authorised, that access credentials are kept confidential, and that access is revoked promptly when a user leaves the institution or changes role.

Complying with all applicable South African labour, tax, and employment laws, including the Basic Conditions of Employment Act and the National Minimum Wage Act, in respect of all employees processed through the Platform.

5. Payroll Approval and Liability

When a Client or any authorised user finalises a Payroll Run on the Platform, that action constitutes an explicit approval of the payroll output. Paylio will treat a Finalised Run as an authorised instruction.

Paylio bears no liability for:

Incorrect payroll calculations that result from inaccurate, incomplete, or outdated data entered by the Client or its users.

Overpayment or underpayment of employees where the error originates from data supplied by the Client.

PAYE, UIF, SDL, or ETI amounts that are incorrectly calculated as a direct result of employee information being captured incorrectly.

Payroll Runs that are finalised and acted upon before the Client has completed its review.

Penalties, interest, or other charges imposed by SARS or any other regulatory authority as a result of late submission, incorrect submission, or non-submission of returns, where the cause is attributable to the Client's data or actions.

The Client acknowledges that Paylio provides a calculation tool and that the professional responsibility for payroll accuracy rests with the payroll officer, HR administrator, or other authorised representative of the Client who approves the run.

6. Third-Party Services

Paylio integrates with or references third-party services to enhance platform functionality. These include payment processing services such as Netcash, communication channels such as WhatsApp Business

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API, and banking infrastructure.

The Client acknowledges and agrees to the following:

Paylio does not own, operate, control, or guarantee the availability of any third-party service.

Paylio is not liable for any loss, delay, failed transaction, data error, or service interruption caused by the unavailability, malfunction, or change in terms of any third-party service.

Where Netcash or any other payment platform is unavailable, delayed, or experiences a processing failure, Paylio bears no responsibility for any resulting failure to pay employees, any associated penalties, or any reputational or operational impact on the Client.

Where WhatsApp Business API is unavailable, rate-limited, or suspended by Meta or its authorised providers, Paylio bears no responsibility for any failure to deliver payslips, notifications, or other communications through that channel. The Client is responsible for maintaining an alternative means of communicating payroll information to its employees.

The Client's use of any third-party service is governed by that service's own terms and conditions. Paylio makes no representation or warranty regarding any third-party service and is not a party to any agreement between the Client and a third-party provider.

7. Subscription, Billing, and Payment

The Client agrees to pay the applicable subscription fees as set out in the pricing communicated at the time of registration or as subsequently agreed in writing.

Payment is due in advance of each billing period. Paylio reserves the right to suspend access to the Platform if payment is not received within 10 business days of the due date. Suspension does not release the Client from its obligation to pay outstanding amounts.

Where a Client's account is suspended due to non-payment, Paylio will provide at least 5 business days' written notice before any suspension takes effect.

If an account remains in arrears for 30 days or more after the due date, Paylio reserves the right to terminate the Client's access and initiate recovery proceedings for all outstanding amounts. The Client remains liable for all fees accrued up to and including the date of termination.

Paylio reserves the right to revise its subscription fees on not less than 30 days' written notice. Continued use of the Platform after the effective date of a fee revision constitutes acceptance of the revised fees.

All fees are quoted and payable in South African Rand and are exclusive of VAT unless stated otherwise.

8. Data Export and Portability

The Client has the right to request a full export of its Employee Data and payroll records at any time during an active Subscription.

Paylio will provide data exports in a structured, machine-readable format, such as CSV or JSON, within 10 business days of a written request.

Where a Client requests a data export in connection with termination of the Subscription, that request must be made before the termination date or within the data retention period described in Section 9 below. Paylio cannot guarantee retrieval of data after the retention period has elapsed.

Paylio will not impose any fee for a standard data export. Where a Client requests a custom export format or requires manual data extraction, a reasonable processing fee may apply and will be communicated in advance.

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9. Termination and Offboarding

Either party may terminate the Subscription by providing 30 days' written notice to the other party.

On termination:

The Client's access to the Platform will be suspended at the end of the notice period or the end of the current billing cycle, whichever is later.

Paylio will retain Employee Data for a period of 12 months following the termination date to allow the Client to request an export. After this period, Paylio reserves the right to permanently delete the Client's data. Paylio will provide at least 30 days' notice before any permanent deletion takes place.

All outstanding subscription fees remain payable on termination, including fees for any portion of a billing period already in use.

Termination does not affect any rights or obligations that have already accrued, including Paylio's right to recover unpaid fees and the Client's right to access data generated during the active Subscription period.

Where a Client is terminated by Paylio due to non-payment, breach of these Terms, or conduct that poses a risk to the Platform or to other clients, the notice period may be shortened at Paylio's discretion. Paylio will communicate the reason for termination in writing.

10. Intellectual Property

The Platform, including all software, design, documentation, calculation logic, and content, is the intellectual property of Paylio and its licensors. Nothing in these Terms transfers any ownership of intellectual property to the Client.

The Client is granted a limited, non-exclusive, non-transferable licence to use the Platform for its internal payroll administration purposes during the term of the Subscription. This licence does not permit the Client to copy, modify, reverse engineer, sublicense, or resell the Platform or any part of it.

Employee Data entered into the Platform by the Client remains the property of the Client. Paylio does not claim ownership over Employee Data.

11. Confidentiality

Each party agrees to treat as confidential any non-public information received from the other party in connection with the use of the Platform, and not to disclose such information to third parties without prior written consent, except where disclosure is required by law.

Paylio treats all Employee Data as confidential and will not use it for any purpose other than operating the Platform and fulfilling its obligations under these Terms and the Privacy Policy.

12. Limitation of Liability

To the maximum extent permitted by applicable law, Paylio's total aggregate liability to the Client for any claims arising out of or in connection with these Terms or the use of the Platform will not exceed the total subscription fees paid by the Client in the three months immediately preceding the event giving rise to the claim.

Paylio is not liable for any indirect, incidental, consequential, or special loss or damage, including but not limited to loss of profit, loss of revenue, loss of data, regulatory fines, reputational damage, or business interruption, even if Paylio has been advised of the possibility of such loss.

Paylio is not liable for any loss arising from:

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The Client's failure to review and approve payroll accurately before finalisation.

Incorrect data entered by the Client or its users.

The unavailability of any third-party service.

The Client's failure to meet statutory filing or payment deadlines.

Unauthorised access to the Platform resulting from the Client's failure to protect access credentials.

Force majeure events including but not limited to load shedding, internet outages, natural disasters, government action, or civil unrest.

13. Indemnity

The Client agrees to indemnify and hold Paylio harmless against any claim, loss, liability, cost, or expense (including reasonable legal fees) arising from:

The Client's breach of these Terms.

Any claim by an employee or former employee relating to payroll errors caused by data supplied by the Client.

Any regulatory penalty imposed on Paylio as a direct result of the Client's failure to submit accurate returns or make statutory payments.

Any claim by a third party resulting from the Client's use of the Platform in a manner inconsistent with these Terms.

14. Warranties and Disclaimers

Paylio warrants that it will take reasonable care to ensure the Platform functions as described and that payroll calculations are based on the SARS tax tables, UIF rates, SDL rates, and ETI parameters in effect at the time of each release.

Paylio does not warrant that:

The Platform will be available at all times or free from interruption.

All calculation outputs will be error-free in every circumstance, including where statutory rules change after the most recent platform update.

The Platform will meet every specific compliance requirement of every institution without appropriate data being entered and verified by the Client.

It is the Client's responsibility to ensure that payroll outputs are reviewed by a suitably qualified person before any payment is processed.

15. Governing Law and Dispute Resolution

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

In the event of a dispute, the parties agree to first attempt to resolve the matter through good-faith negotiation within 20 business days of written notice of the dispute.

If the dispute is not resolved through negotiation, either party may refer it to mediation before a mutually agreed mediator. If mediation fails or is declined, the dispute may be referred to the competent South African courts having jurisdiction.

16. Amendments

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Paylio reserves the right to amend these Terms from time to time. Where amendments are material, Paylio will provide at least 30 days' written notice to the Client. Continued use of the Platform after the effective date of any amendment constitutes acceptance of the revised Terms.

17. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

18. Entire Agreement

These Terms, together with the Privacy Policy and any written subscription or service agreement entered into between the parties, constitute the entire agreement between Paylio and the Client and supersede all prior discussions, representations, or agreements relating to the subject matter.

19. Contact

For questions or formal notices relating to these Terms, contact:

Paylio (Powered by Eduvance Group)

Email: info@paylio.co.za

Website: www.paylio.co.za

Telephone: 081 430 5391

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