

Terms of Service

NexBDM consulting services & the LoomDeck platform

Document Type	Terms of Service
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Supersedes	POLICY_Legal_TermsOfService_v1.3 (NexBDM consulting services only)
Owner	Heinoux Jakobus Roux, Founder and Director
Version	v2.0
Effective Date	4 July 2026
Classification	Public
Review Cycle	180 days, or immediately on a material change to NexBDM's services, the LoomDeck platform, or applicable South African law
Escalation Status	PENDING LEGAL COUNSEL REVIEW

ESCALATION REQUIRED: This version extends NexBDM's consulting Terms of Service to also govern the LoomDeck software platform. The LoomDeck-specific provisions (alpha status, accounts, connected tools, acceptable use, and the software warranty and liability wording) are an assumption-based draft and have not yet been reviewed by qualified legal counsel. It must not be treated as a final, legally authoritative document until it has been reviewed and approved by a South African attorney. Complete legal review before relying on these Terms and before 31 August 2026. Once reviewed, update this document to v2.1 and remove this notice.

1. Introduction and Acceptance

These Terms of Service ("Terms") govern your access to and use of the NexBDM (Pty) Ltd website (www.nexbdm.co.za), all services offered by NexBDM — including AI chatbot agent development, business automation consulting, and related technology services — and the LoomDeck platform (loomdeck.io), NexBDM's SaaS operating layer for marketing agencies, together with its public website, free tools, early-access waitlist, live demo, and, once launched, paid subscription accounts (collectively, the "Services").

By accessing our website, submitting an enquiry, signing a Scope of Work, creating a LoomDeck account, connecting a third-party tool to LoomDeck, or engaging NexBDM in any capacity, you ("you," "the Client") agree to be bound by these Terms. If you do not agree to these Terms, you must not use our Services.

2. About NexBDM

- **Registered Name:** NexBDM (Pty) Ltd
- **Registration Number:** 2026/250171/07

- **Physical Address:** 37 Monterey Place, 140 Griffiths Road, Pretoria 0184, South Africa
- **Websites:** www.nexbdm.co.za · loomdeck.io
- **Email:** hjr@nexbdm.com
- **Phone:** 079 607 5372

3. Eligibility

By engaging NexBDM Services or creating a LoomDeck account, you represent and warrant that you are a juristic person or a natural person over the age of 18, that you have legal authority to enter into a binding agreement, and that all information you provide is accurate, complete, and not misleading.

4. What These Terms Cover

These Terms apply to two distinct ways of engaging with NexBDM:

- **Consulting Services:** NexBDM's consulting, automation, and technology services, which are additionally governed by a signed Scope of Work ("SOW") as set out in section 9. Where a signed SOW is in place, it and these Terms apply together; if they conflict, the SOW governs for that engagement.
- **LoomDeck:** the LoomDeck platform, which is governed directly by these Terms from the moment you use the loomdeck.io website, join the waitlist, open the live demo, or create an account — no separate signature is required.

Terms used below: the "Client" is any person or organisation engaging NexBDM's Services. An "Agency" is an organisation that creates a LoomDeck account. A "Connected Tool" is a third-party platform — such as Meta, HubSpot, or Google — that an Agency authorises LoomDeck to access, via that provider's own sign-in (OAuth).

5. LoomDeck Is Alpha Software

LoomDeck is under active development. Features, pricing, and integrations may change without notice, and the service may be interrupted or unavailable at times. Do not rely on LoomDeck as your sole record of any business data — always keep the data in your Connected Tools (such as HubSpot, ClickUp, Xero, Meta, and Google) as your source of truth.

6. Your LoomDeck Account

You must provide accurate information when creating a LoomDeck account and are responsible for all activity under your account and for keeping your password confidential. One account represents one Agency; the alpha supports a single owner per Agency. Notify us promptly at hjr@nexbdm.com if you believe your account has been accessed without authorisation.

7. Connecting Third-Party Tools to LoomDeck

When you connect a Connected Tool (such as Meta, HubSpot, or Google) to LoomDeck, you represent that you are authorised to grant LoomDeck access to that account. LoomDeck accesses only what you explicitly authorise through the provider's own sign-in, and you can revoke that access at any time from Integrations inside your LoomDeck account. Your use of each Connected Tool remains subject to that provider's own terms of service. How LoomDeck stores and handles the resulting access tokens is described in the Privacy Policy at loomdeck.io/privacy.

8. Acceptable Use

You agree not to:

- use the Services for any unlawful purpose, or to violate any third party's rights;
- attempt to gain unauthorised access to another Agency's account or data;
- reverse engineer, decompile, or attempt to extract the source code of LoomDeck;
- use LoomDeck to connect a third-party account you are not authorised to access; or
- interfere with, disrupt, or place an unreasonable load on the Services or the infrastructure they run on.

9. Consulting Services and Scope of Work

All consulting Services are governed by a signed Scope of Work ("SOW"). No consulting Services will commence until a SOW has been signed by both parties and the required upfront payment has been received. NexBDM reserves the right to decline any engagement at its sole discretion.

10. Quotations and Proposals

All quotations and Scopes of Work prepared by NexBDM are valid for 14 calendar days from the date of issue, unless otherwise stated. A binding agreement for consulting Services is only formed upon signing of the SOW and receipt of the first payment.

11. Payment Terms

11.1 LoomDeck

LoomDeck is currently free during the alpha and waitlist period. Pricing shown on loomdeck.io is indicative of future paid tiers; no payment is collected today, and you will be notified before any paid tier requires payment details.

11.2 Consulting Services

- **Upfront fee (50%):** Due upon signing the SOW, before work commences.
- **Completion fee (50%):** Due upon completion of development and testing, before go-live.

- **Monthly retainer:** As specified in the SOW. Invoiced at the end of each calendar month, due within 7 days of invoice date.

11.3 Late payment

Invoices not paid within 7 days of the due date will attract a late payment fee of 2% per month on the outstanding balance. NexBDM reserves the right to suspend all Services if any invoice remains unpaid for more than 14 days past the due date.

11.4 Currency and taxes

All amounts are quoted and payable in South African Rand (ZAR). NexBDM is not VAT registered. No VAT will be added to invoices.

12. Cancellation, Termination and Refunds

12.1 LoomDeck accounts

You may close your LoomDeck account at any time. We may suspend or terminate accounts that breach these Terms, or that we reasonably believe pose a security risk to LoomDeck or its users. On closure, Connected Tool tokens are deleted immediately and account data is handled as described in the Privacy Policy.

12.2 Monthly retainer cancellation

Either party may cancel a monthly retainer by providing 30 days' written notice via email to the other party. Cancellation takes effect at the end of the notice period.

12.3 Termination for cause

NexBDM may terminate a consulting engagement immediately if the Client fails to make payment within 14 days of the due date, breaches any material term of this agreement and fails to remedy the breach within 7 days of written notice, or engages in conduct that is unlawful, abusive, or damaging to NexBDM. The Client may terminate immediately if NexBDM materially breaches this agreement and fails to remedy the breach within 14 days of written notice.

12.4 Non-refundable fees

The upfront development fee is non-refundable in all circumstances. Monthly retainer fees paid for completed months are non-refundable. The Proof of Value fee (Level 1 engagement fee) is non-refundable once the prototype has been delivered.

12.5 Handover on termination

Upon termination of a consulting engagement, NexBDM will provide the Client with all deliverables completed and paid for up to the termination date. Each party will return or securely destroy the other party's confidential information within 14 days of termination.

13. Intellectual Property

All chatbot frameworks, automation logic, proprietary systems, code, scripts, tools, and methodologies developed by NexBDM — and the LoomDeck platform itself, including its software, design, and content — remain the sole and exclusive intellectual property of NexBDM (Pty) Ltd. For consulting engagements, the Client is granted a non-exclusive, non-transferable licence to use the delivered solution for its own internal business purposes; for LoomDeck, the Agency is granted a non-exclusive, non-transferable, revocable licence to use the platform for its own internal business purposes for as long as its account remains in good standing. You retain full ownership of all data, content, and brand assets you provide or that LoomDeck reads from your Connected Tools on your instruction.

14. Confidentiality

Both parties agree to maintain the confidentiality of all Confidential Information exchanged during the engagement, as defined in any signed Mutual NDA. Confidentiality obligations survive termination for a period of 3 years.

15. Client Obligations and Responsibilities

- Provide all information and access required for NexBDM to deliver the Services.
- Designate a primary point of contact who is authorised to make decisions (consulting engagements).
- Provide timely feedback and approvals within agreed timeframes.
- Use NexBDM solutions and LoomDeck only for lawful purposes in compliance with all applicable laws.
- Pay all invoices in accordance with the payment terms.
- Comply with the terms and acceptable use policies of all third-party platforms used in the solution.

16. Third-Party Platforms and Services

NexBDM's Services integrate with third-party platforms. Consulting solutions may use platforms such as the WhatsApp Business API, Anthropic (Claude), n8n, and GoHighLevel, as specified in the SOW. LoomDeck connects to Connected Tools including Meta, HubSpot, and Google, and relies on infrastructure providers including Supabase, Resend, and Cloudflare.

NexBDM is not responsible for the availability, performance, or changes to third-party platforms or their APIs. Third-party platform subscription costs are the sole responsibility of the Client or Agency unless explicitly stated otherwise in the SOW.

17. Data Protection, POPIA and GDPR

Both parties agree to comply with the Protection of Personal Information Act (POPIA) and, where applicable, the General Data Protection Regulation (GDPR) in respect of any personal information processed in connection with the Services. Where NexBDM processes personal information on behalf of a Client, NexBDM acts as Operator (processor) and will only process such information as instructed by the Client, and a Data Processing Agreement will be entered into where required. NexBDM's full data processing practices are set out in the Privacy Policy available at loomdeck.io/privacy and www.nexbdm.co.za.

18. Warranties and Disclaimer

For consulting Services, NexBDM warrants that Services will be delivered with reasonable skill and care in accordance with the SOW. LoomDeck is provided "as is" and "as available," without warranties of any kind, express or implied, including fitness for a particular purpose, non-infringement, or that the service will be uninterrupted, secure, or error-free. Figures produced by LoomDeck (including the margin autopsy and margin calculator) are estimates for informational purposes only and are not financial, legal, or tax advice. NexBDM does not warrant that any specific business outcome will be achieved. All other warranties, express or implied, are excluded to the maximum extent permitted by law.

19. Limitation of Liability

For paid Services, NexBDM's total cumulative liability to the Client shall not exceed the total fees paid by the Client in the 3 calendar months immediately preceding the event giving rise to the claim. Because LoomDeck is currently provided free of charge during its alpha, no fees are payable for it and NexBDM's liability in connection with LoomDeck is limited to the maximum extent permitted by law. NexBDM shall not be liable for any indirect, consequential, special, or punitive loss or damage, including loss of profits, data, revenue, or business opportunity. Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under South African law.

20. Force Majeure

Neither party will be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond that party's reasonable control, including but not limited to natural disasters, acts of government, internet outages, or third-party platform failures. The affected party must notify the other party in writing as soon as practicable.

21. Dispute Resolution

Disputes shall first be addressed through good-faith negotiation within 14 days of written notice. If unresolved, the dispute shall be referred to mediation, then arbitration in accordance with the rules

of the Arbitration Foundation of Southern Africa (AFSA). Nothing in this clause prevents either party from seeking urgent relief from a court of competent jurisdiction.

22. Amendments to These Terms

NexBDM reserves the right to amend these Terms at any time. Amendments will be published at loomdeck.io/terms and www.nexbdm.co.za and will take effect 14 days after publication. Continued use of the Services after that date constitutes acceptance of the amended Terms. Where a signed SOW is in place, the Terms in force at the date of signing will apply for the duration of that engagement.

23. Entire Agreement

These Terms, together with any signed SOW and Mutual NDA, constitute the entire agreement between NexBDM and the Client in respect of the Services and supersede all prior agreements, representations, and understandings. No variation of these Terms is binding unless agreed in writing by both parties.

24. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the South African courts.

25. Contact and Complaints

Name: Heinoux Jakobus Roux, Founder and Director

Email: hjr@nexbdm.com

Phone: 079 607 5372

Websites: www.nexbdm.co.za · loomdeck.io

Version History

Version 1.0: 23 May 2026: Initial publication.

Version 1.1: 28 May 2026: Section 6.3 currency and VAT clarification added; Section 12 POPIA data processing obligations added; Section 13 warranty disclaimer added; Section 15 force majeure clause added; Section 17 amendments clause added; Section 18 entire agreement clause added.

Version 1.2: 28 May 2026: Section 7 updated. 90-Day Satisfaction Guarantee removed. Cancellation, termination for cause, non-refundable fees, and handover provisions expanded into subsections.

Version 2.0: 4 July 2026: Extended from NexBDM consulting services only to also govern the LoomDeck SaaS platform. Added alpha-software status, LoomDeck accounts, connecting third-party tools, and acceptable use; extended payment, termination, intellectual property, third-party platforms, data protection, warranty, and liability provisions to cover LoomDeck; aligned data protection with POPIA and GDPR.

Document Control

Version: 2.0

Effective Date: 4 July 2026

Previous Version: 1.3 dated 28 May 2026 (NexBDM consulting services only)

Owner: Heinoux Jakobus Roux, Founder and Director

Review Cycle: 180 days

Status: Active — pending legal counsel review of LoomDeck-specific provisions