

HVAC GrowthKit Customer Licence and Usage Terms

Licence for digital business templates calculators checklists and AI prompts

Version 1 | Effective date 15 September 2026

These terms explain how a customer may use the HVAC GrowthKit digital products and what remains prohibited. Purchasing, downloading, accessing or using the toolkit means that the customer accepts these terms. If the customer does not accept them, the customer must not use or distribute any part of the toolkit.

Licensor	iLiso Digital Marketing, sole trader
Trading name	HVAC GrowthKit
Contact	Support email: support@ilisodigital.com Business address: 58 Buitendag Street, Monte Vista, 7460
Customer	The person or legal entity named on the order or invoice

Important legal review

This document is a commercial template, not legal advice. The licensor should have a South African attorney review it together with the checkout page, privacy notice and refund policy before launch. Mandatory consumer rights and other applicable laws prevail where they cannot lawfully be excluded.

1 Definitions

Business means the customer named on the order. Authorised User means the individual purchaser or an employee or contractor whom the Business permits to use the toolkit internally. Toolkit means the HVAC GrowthKit files, spreadsheets, documents, checklists, calculators, prompt pack, instructions, updates and accompanying material supplied with the order. Output means a completed document, calculation, message or other work product created by using the Toolkit with the customer's own information.

2 Licence Grant

Subject to full payment and compliance with these terms, the licensor grants the customer a limited, non-exclusive, non-transferable and revocable licence to use the Toolkit for the customer's own HVACR business operations. Ownership of the Toolkit does not transfer to the customer.

Unless the applicable product or order expressly states otherwise, the licence permits:

- use by one Business and its Authorised Users;
- reasonable internal copying and backup of the original files;

- customisation with the Business name, logo, client information, prices and operating procedures;
- use of completed Outputs in quotations, jobs, maintenance programmes and client communications; and
- printing or exporting completed Outputs for the Business and its clients.

3 Authorised Users and Internal Control

The Business may give access only to employees and individual contractors who need the Toolkit for the Business's internal work. The Business remains responsible for their use and must take reasonable steps to prevent unauthorised access, copying or disclosure. An external contractor may not keep, reuse or commercialise the editable source files for another business.

4 Prohibited Use

The customer may not, directly or indirectly:

- sell, resell, sublicense, rent, lend, distribute, upload, publish, share or give away the Toolkit or any editable source file;
- share the Toolkit with another company, branch operated as a separate legal entity, membership group, online community or training programme;
- copy or adapt the Toolkit to create a competing template pack, digital product, course, membership resource or service for sale;
- remove or conceal copyright, ownership, licence or attribution notices included in the source files;
- make the Toolkit publicly accessible through a website, shared drive, marketplace, social platform, prompt library or file-sharing service;
- claim ownership of the original Toolkit design, wording, formulas, structure or prompts;
- use the Toolkit for unlawful, misleading, unsafe, discriminatory or fraudulent activity; or
- attempt to bypass access controls or assist another person to do anything prohibited by these terms.

The customer may show or deliver a completed Output to its own client where that Output relates to genuine work performed or proposed by the customer. This permission does not allow delivery of blank or substantially reusable source templates.

5 Intellectual Property

All rights, title and interest in the original Toolkit remain with the licensor or its licensors. The customer retains ownership of its own business information, branding and client data inserted into the Toolkit. To the extent permitted by law, the customer owns its completed Outputs, excluding the underlying Toolkit elements and any third-party material. No implied licence is granted.

6 Updates and Support

The purchase includes only the version, support and updates described on the product page or order at the time of purchase. The licensor may improve, replace or discontinue a version or support channel, subject to applicable law and any express paid commitment. Updates do not expand the number of licensed businesses or users unless confirmed in writing.

7 AI Prompts and Third Party Services

Some Toolkit content helps the customer draft material using third-party artificial intelligence services. Those services have their own terms, privacy practices, availability and fees. The customer decides what information to submit and must avoid unnecessary confidential or personal information. AI-generated content may be incomplete, inaccurate or unsuitable and must be checked by a competent person before use.

8 Professional and Technical Responsibility

The Toolkit supports administration and business decisions; it does not replace site inspection, competent technical judgement, manufacturer instructions, safety procedures, statutory requirements, professional advice or required approvals. The customer remains responsible for measurements, diagnoses, scope, equipment selection, calculations, pricing, tax, quotations, workmanship, refrigerant handling, compliance, client commitments and final documents. Only appropriately trained and authorised persons may approve technical or safety-critical work.

9 Pricing Calculators

Calculator results depend entirely on the assumptions and information entered by the customer. Before issuing a price, the customer must verify quantities, supplier costs, labour costs, travel, overhead, contingency, markup, margin, tax, exclusions and commercial risk. The licensor does not guarantee profit, revenue, savings, tender success or any particular business result.

10 Warranties and Availability

The licensor will supply the Toolkit substantially as described on the applicable product page. Except for rights or warranties that cannot lawfully be excluded, the Toolkit is supplied as a general-purpose business resource without a promise that it will suit every business, project, jurisdiction, software version or technical situation, or that it will be uninterrupted or error-free.

11 Refunds and Consumer Rights

The refund policy displayed at purchase forms part of these terms. Nothing in these terms excludes or limits a right or remedy that cannot lawfully be excluded or limited under the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002 or other applicable law. If a mandatory rule conflicts with these terms, that rule applies to the extent of the conflict.

12 Limitation of Liability

To the fullest extent permitted by law, the licensor is not liable for indirect, incidental, special or consequential loss, loss of profit, loss of revenue, loss of opportunity, loss of data, equipment damage, client claims or regulatory consequences arising from the customer's use of or reliance on the Toolkit. Where liability cannot be excluded, the licensor's total aggregate liability relating to the Toolkit is limited to the amount paid for the affected product. This clause does not exclude liability that applicable law does not permit the licensor to exclude or limit.

13 Indemnity

To the extent permitted by law, the customer indemnifies the licensor against third-party claims, losses and reasonable costs arising from the customer's unlawful use, unauthorised distribution, technical work, client commitments, data handling or breach of these terms, except to the extent caused by the licensor's own unlawful conduct, gross negligence or other liability that cannot lawfully be excluded.

14 Suspension and Termination

The licence ends automatically if the customer materially breaches these terms and does not remedy a remediable breach within seven days after written notice. The licensor may act immediately where continued access creates a material security, infringement or unlawful-use risk. On termination, the customer must stop using the Toolkit and delete all editable source copies, but may retain completed client records where required for lawful business recordkeeping. Accrued rights and clauses intended to survive termination remain effective.

15 Personal Information and Confidentiality

Each party must handle personal information in accordance with applicable privacy law. The customer is responsible for determining what client, employee and supplier information is entered into the Toolkit or submitted to an AI or cloud service. The licensor will handle customer information in accordance with its published privacy notice and applicable law.

16 Notices

Formal notices under these terms must be sent to the contact details shown on the order, invoice or current product website. A notice sent electronically is treated in accordance with applicable law. Each party must keep its contact details current.

17 Governing Law and Disputes

These terms are governed by the laws of the Republic of South Africa. The parties should first attempt in good faith to resolve a dispute through written discussion. If the dispute is not resolved, either party may use any court, tribunal, ombud or other forum available under applicable law. Nothing in this clause removes a consumer's right to approach a competent regulator or forum.

18 General

These terms, the order, the product description and any incorporated policies form the agreement for the Toolkit. If they conflict, any individually agreed written term prevails, followed by the order, these terms and then the general product description. A failure to enforce a right is not a waiver. If a provision is invalid or unenforceable, it must be limited or removed only to the extent necessary, and the remaining provisions continue. The customer may not transfer the licence without the licensor's written consent. The licensor may transfer the agreement as part of a sale or reorganisation of the relevant business, subject to applicable law.

Customer Acceptance Record

Use this page when a signed acceptance is required in addition to online checkout acceptance.

Customer or business name	
Registration number if applicable	
Authorised representative	
Email address	
Order or invoice number	
Signature	
Date	

By signing, the representative confirms that they are authorised to bind the customer and that the customer accepts these terms.