8 Gates AI — Website Terms and Conditions

Eight gates. One unstoppable business.

Last updated 30 October 2026 | Version 10

1. About these terms

1.1 These terms apply to your use of the 8 Gates AI website at mariojansen.com (the "Website"). By using the Website you agree to them. If you do not agree, please do not use the Website.

1.2 Part B is a plain-language summary of how I work with clients. It is provided for information only. **Every client engagement is governed by a signed 8 Gates AI Client Service Agreement** (main terms, an order form and a POPIA operator agreement, with general terms for clients and service descriptions). If this summary and the signed agreement differ, the signed agreement applies. These Website terms do not govern clients who have signed the Client Service Agreement: their terms are set out in their signed client documents (the Client Service Agreement, its Order Form and Data Processing Addendum, and the General Terms for Clients and Service Descriptions in the versions listed in their Order Form). A copy of the standard agreement is available on request before you sign.

1.3 How I handle personal information is explained in my Privacy Policy (available on the Website), which forms part of these terms.

Part A — Using the Website

2. Information required by section 43 of the Electronic Communications and Transactions Act

Item	Details
Full name and legal status	Mario Jansen, a sole proprietor trading as 8 Gates AI (not a company; no company registration number)
Main business	AI systems, automation, content and training services for small and medium businesses, delivered remotely from South Africa
Email	8gatesai@gmail.com
Telephone / WhatsApp	071 882 5780 (WhatsApp messages only, no calls)
Website	mariojansen.com
Physical address (including for receipt of legal service)	93 Bergsig Garden Village, Springfontein St, Durbanville, 7550
Office bearer	Mario Jansen, owner
Registration number	Not applicable (sole proprietorship). VAT: not VAT registered.
Codes of conduct	None. I do not subscribe to any code of conduct.
Prices, payment, delivery, cancellation and refunds	See Part B. Prices are in South African Rand (ZAR), are final and include all taxes (no VAT is charged). International clients pay fixed

	USD prices (clause 9.1). The price that applies to you is set as described in clause 5.1.
Security of payments	I do not collect or store card details on the Website. Card payments are processed by PayPal on its own secure systems. EFT payments are made directly to the bank account or Wise account shown on the invoice or booking confirmation.
Alternative dispute resolution	Mediation, as set out in clause 13 and in the Client Service Agreement
Privacy	See my Privacy Policy, available on the Website

2.2 If you are a consumer, section 44 of ECTA may give you a 7-day cooling-off right for certain goods and services bought electronically, subject to the exclusions in section 42. Clause 7.4 explains how this applies to the AI Quick Start. Your rights under the Consumer Protection Act are set out in clause 7.

3. Using the Website

3.1 You may use the Website for lawful purposes only. You may not misuse it, try to gain unauthorised access to it, interfere with its operation, upload malicious code, or use automated tools to copy its content in bulk.

3.2 The Website is provided "as is". I try to keep it accurate and available, but I do not guarantee that it is complete, current, uninterrupted or free of errors. Any prices or package details shown on the Website, including in the price list published on my Website, are a summary and may change; the price that applies to you is set as described in clause 5.1.

3.3 Content on the Website is general information. It is not legal, financial, tax or other professional advice.

3.4 The Website may link to third-party websites and tools. I am not responsible for their content, availability or privacy practices.

3.5 If you send me an enquiry through the Website, by email or by WhatsApp, no contract is formed until a written quote has been accepted or an order form has been signed (or, for the AI Quick Start, the booking has been paid, subject to clause 7.3).

3.6 **Linked businesses.** The Website links to Talent Scan, Safe Pal Global and Up4it. These are separate businesses or projects, each with its own terms and privacy policy. 8 Gates AI is not responsible for their content, services or privacy practices, and these terms do not apply to them.

4. Intellectual property

4.1 The Website and its content (text, design, logos, the 8 Gates AI name, images and videos) belong to Mario Jansen or are used under licence. You may view and print pages for your own information. You may not copy, republish or sell them without written permission.

4.2 For client work: once a deliverable is paid in full, the client owns it and the AI output made specifically for it, to the extent those rights exist and can be transferred. The legal ownership of AI-generated content in South Africa is not settled, so I cannot promise that copyright exists in AI output. I keep my own know-how, methods, reusable templates, prompt libraries and playbooks,

and give the client a licence to use those built into its setup for its own business, but not to resell them.

Part B — Summary of client terms

Plain-language summary only. The signed Client Service Agreement governs.

5. Packages, prices and payment options

5.1 My packages (the 8 Gates) and add-ons are described on the Website, and my prices are set out in the price list published on my Website. These are general information. The price that applies to you is the one in your approved written quote (or, for the AI Quick Start, your booking confirmation): your approved quote sets the price, package details and timelines, unless a special term in your signed order form names the clause of the Client Service Agreement it overrides. Only where your quote or booking confirmation sets no price does the price list published on my Website apply, as it stood on the date of your quote or booking. Your quote states the prices that apply to you, so a later change to the price list does not affect a quote you have accepted or an order form you have signed. Every package can be paid in one of three ways:

	Setup only	Combo	Retainer only
Upfront	50% deposit to book; balance at hand-over	50% deposit on the reduced setup fee, plus the first month's fee; setup balance at hand-over	First month's fee only (no setup fee)
Monthly	None	Smaller monthly fee with set hours	Higher monthly fee with set hours; the setup is spread over the term
Minimum term	None	3 months, starting at signing	6 months
After the minimum term	n/a	Month to month	Drops to the Combo monthly fee, month to month

For Custom AI Integration, the minimum term is set in each quote.

5.2 Monthly fees are paid in advance. Unused monthly hours roll over for one month, then lapse; they are not refunded. Extra hours are billed at R850 per hour in 30-minute blocks, only with your approval.

5.3 Quotes are valid for 7 days. Invoices are payable within 7 days. Tool subscriptions (for example AI, design or scheduling tools) are paid by you directly to each provider.

5.4 If an undisputed amount is still unpaid 7 days after its due date, I may give you 5 business days' written notice, then pause (never remove or lock) the services until payment.

6. Deposits, setup cancellation and credits

6.1 **Deposits.** The deposit is credited against what is due if a setup is cancelled; any excess is refunded. If you cancel a setup before hand-over, you pay for the hours delivered (pro rata) plus costs actually incurred, until more than half the planned hours have been delivered; after that, or after hand-over, the full setup fee is payable. Nothing is payable if you cancel because of my breach.

6.2 **AI Quick Start credit.** The AI Quick Start (R2,500) is the starting point for most clients. If you book a package within 30 days of the session, the R2,500 is credited against the last invoice of your project: the setup balance on Setup only, or the last month of the minimum term on monthly plans. The Custom AI Integration scoping fee (R5,000) is credited the same way. The two credits cannot be combined, do not apply to the 1:1 Dev Session or add-ons, are not paid out as cash, and lapse if the agreement ends before that invoice.

6.3 **Dev AI Workflow clients** start with a free 30-minute consultation instead of the Quick Start.

7. Quick Start bookings, cancellations and your rights

7.1 The AI Quick Start (R2,500, or US$140 for international clients) is paid at booking, when you sign up on the Website: in ZAR by EFT to the bank account shown on the invoice or booking confirmation, or in USD by EFT or by card via PayPal (card payments are in USD only) (clause 9.4). Your booking is confirmed when the funds have cleared in my account. After confirmation I send you the session invite and an intake form, which you complete about 3 business days before the session. The 48-hour rules below and the 7-day period in clause 7.4 run from confirmation. Subject to your rights under the Consumer Protection Act:

- with at least 48 hours' notice, you get a full refund or one free reschedule;
- with less than 48 hours' notice, half the fee is refunded;
- if a rescheduled session is cancelled, 25% of the fee (R625) is refunded, regardless of timing, and a new booking is needed;
- if I cancel, you get a full refund or a new date, at your choice.

7.2 **Your CPA rights.** If the Consumer Protection Act applies to you (for example, you are an individual, or a business with an annual turnover or asset value below R2 million):

- if you sign after direct marketing from me, you may cancel without reason or penalty within 5 business days (section 16);
- for a booking you cancel, I may keep only a reasonable cancellation charge, and no charge applies if you cannot attend because of death or hospitalisation (section 17);
- you may end a fixed-term plan with 20 business days' notice, subject to a reasonable cancellation charge (section 14).

Nothing in these terms or the agreement limits rights you have under the CPA or other law.

7.3 **Bookings that are not a good fit.** After you pay and before the session, a person at 8 Gates AI (not an automated system) reviews your booking and intake form. If the Quick Start clearly does not fit what you need, I may decline the booking. I will tell you in writing, explain the better option where there is one, and refund the full fee within 7 days. For example: development teams are referred to my free 30-minute Dev AI Workflow consultation, and projects that need a Custom AI Integration go to the R5,000 scoping session instead. I decide only on whether the service fits the needs of your business, never on personal characteristics such as race, gender, religion, disability, age or nationality.

7.4 Electronic bookings and early start (ECTA). If you are a consumer (a natural person), section 44 of ECTA lets you cancel the booking within 7 days after your booking is confirmed without reason or penalty. Under section 42(2) of ECTA, this right does not apply to a service that begins, with your consent, before the 7 days end. So if you choose a session date within 7 days of confirmation, you must tick a box at booking agreeing that the session may start early and that,

once the session has started, you can no longer cancel it under section 44. Until the session starts, you keep your section 44 right. In every case, the 48-hour rules in clause 7.1 and your CPA rights in clause 7.2 still apply, and a session booked more than 7 days after confirmation keeps the full 7-day right.

7.5 **Tick boxes at booking.** The booking form has: (a) one required box: "I accept the Quick Start Terms, including the free-trial, drafts-only and operator clauses, and the Privacy Policy", where the Quick Start Terms mean these terms, including this clause 7; (b) for a session within 7 days of confirmation, the early-start consent in clause 7.4 (required); and (c) an optional box, unticked by default, to receive marketing from me. There is no separate box asking you to consent to the processing of your information: I use it to deliver your booking, as the Privacy Policy explains. Leaving the marketing box unticked does not affect your booking.

7.6 **Intake form.** In screenshots and files, please blur or remove the names and contact details of your customers and staff. Do not send passwords or sensitive personal information (for example health, financial or identity details). I use what you send only for your session and AI plan, and delete it as set out in the Privacy Policy.

7.7 **What you pay and what it covers.** The AI Quick Start costs R2,500 (US$140 for international clients), once-off, paid at booking. Your booking is confirmed once the funds have cleared, and I issue a receipt. **The trial itself costs you nothing; your R2,500 covers the session and your written AI plan.** If you book a package within 30 days of the session, the R2,500 is credited against the last invoice of your project, as set out in clause 6.2. Cancellations, reschedules and refunds follow the Quick Start Terms (clauses 7.1 to 7.4), subject to your rights under the Consumer Protection Act.

7.8 **Your 7-day test drive and the Grok Bot free trial.** In the session I set up your own Grok Bot account on its free trial and a Sales and Leads assistant that checks your inbox once a day at 9am, summarises new emails and drafts replies.

Grok Bot's free trial gives a set amount of usage for up to 7 days and can run out sooner. Trial terms are set by Grok Bot, not by me, and may change; I'll confirm what your account is offered on the day. Under Grok Bot's terms, the trial does not become a paid plan. If you want your assistant to keep running afterwards, a paid Grok Bot plan is your own tool cost, paid directly to Grok Bot, and is not included in my fees. If your account is not offered a trial, I run the inbox check live in the session and you choose whether to start a paid plan.

7.9 **Drafts only. Your assistant is set up to draft only. You check every reply and press Send yourself, and you are responsible for anything you choose to send, including prices, promises and statements to your customers. Grok Bot is provided by its own provider under its own terms, and I am not responsible for its availability, trial terms, charges or outputs, to the extent the law allows. This does not limit my responsibility for setting up your assistant with reasonable care and skill, or for my own gross negligence or wilful misconduct.**

7.10 **Your account and your data.** You log in to your business Gmail and Google Drive yourself; I never need your password. The Grok Bot account is in your name, and your account, your emails, your Drive and their data stay yours. You can remove the assistant's access at any time.

7.11 **Personal information I see during the session (operator clause).** While I help you set up your assistant, I may see personal information in your inbox and Drive, and in the intake form and example emails you send me. For that information you are the responsible party and I am your operator under the Protection of Personal Information Act (POPIA). This clause is the written operator agreement between you and me under section 21 of POPIA. I:

(a) process it only to deliver your session and written AI plan, with your knowledge and on your instructions, and for no other purpose (section 20);

(b) keep it confidential and do not disclose it, unless the law requires it;

(c) take no copies or screenshots of your inbox or Drive, and keep no access to your accounts after the session;

(d) keep your intake form and example emails secure with appropriate, reasonable technical and organisational measures, including an encrypted password manager, two-factor authentication on my accounts and access limited to me, and delete the example emails once your plan is done (section 19);

(e) do not use my own AI accounts to process your customers' information; and

(f) tell you without undue delay if I have reasonable grounds to believe that your personal information has been accessed or acquired by an unauthorised person, so that you can notify the Information Regulator and the people affected (sections 21(2) and 22).

Please remove your customers' names and contact details from the example emails before you send them to me.

This clause applies only to the AI Quick Start. If you go on to book a package, the POPIA Operator Agreement (Data Processing Addendum) in the Client Service Agreement applies instead.

7.12 **Processing outside South Africa.** Your assistant runs on Grok Bot's service, which may process your emails outside South Africa. Most AI and cloud tools are hosted in the United States, the European Union or elsewhere outside South Africa (see section 8 of the Service Offering, offshore processing). You decide whether to connect your inbox. Because the Grok Bot account is in your name, Grok Bot processes your information under its own terms with you, and as the responsible party you decide whether that transfer meets section 72 of POPIA and should update your own privacy notice to cover it.

8. Minimum terms and ending a plan early

8.1 To end a monthly plan, give written notice: 30 days, or 20 business days if the CPA applies to you. You pay the monthly fee for the notice period, and services continue during it.

8.2 If you end a plan during the minimum term, you pay the notice period, an early-exit fee of one month's fee, and either repay the Combo setup discount or the Retainer setup value not yet recovered. Business clients the CPA does not cover pay the remaining minimum-term fees instead.

8.3 **You will never pay more to leave than you would have paid to stay** for the minimum term: everything you pay for the package, including early-exit amounts, is capped at that total. Approved extra hours and add-ons are outside the cap.

8.4 If I end the agreement because of your unremedied breach, the early-exit terms apply. If you end it because of my breach, no early-exit amounts apply and fees paid in advance for services not delivered are refunded.

9. International clients, charges and VAT

9.1 USD prices are fixed for all offers. They are set by converting the ZAR price at R18 to the US dollar and rounding up to the nearest US$5 (for example, the AI Quick Start is US$140), and are stated in the price list published on my Website and in your quote or booking confirmation (clause 5.1 decides which applies). The USD amount on the invoice is the amount due.

9.2 All clients, local and international, pay their own bank, transfer, exchange, card and PayPal charges.

9.3 8 Gates AI is not VAT registered: prices are final and no VAT is charged. If I register for VAT, prices increase by the VAT amount only, with at least 30 days' written notice.

9.4 **How to pay.** You pay by EFT, in ZAR to the bank account or in USD to the Wise account shown on the invoice or booking confirmation (sending me proof of payment), or by card in USD via PayPal. Card payments are in USD only. Proof of payment alone is not payment: an invoice is paid, and a booking confirmed, only when the funds have cleared in my account. I will never change my payment details by email alone.

10. Accounts, approvals and AI

10.1 Tools are set up in your name and paid on your card; you own your accounts at all times. My working logins are handed over or removed once the work ends and everything due is paid. Your data and personal information are never held back.

10.2 AI drafts and people decide: messages and posts are approved by you before they go out, unless you sign off a workflow for automation after a trial period. AI output can be wrong, so I do not guarantee particular results.

11. Liability

11.1 To the extent the law allows: I am not liable for indirect loss (such as lost profit); for AI output you approved or signed off for automation; for third-party tools and platforms; or for your own materials and instructions.

11.2 For client work, my total liability is capped at the greater of the fees paid to me in the 3 months before the event giving rise to the claim, and the setup fee paid for your package. For use of the Website alone, where no fees are paid, I am not liable for any loss arising from its use, to the extent the law allows.

11.3 Nothing limits liability for fraud, gross negligence or wilful misconduct, or your rights under the Consumer Protection Act.

12. Governing law

12.1 These terms are governed by the law of the Republic of South Africa. Subject to clause 13, any South African court with jurisdiction, including the Magistrate's Court, may hear a dispute about them.

13. Complaints and disputes

13.1 Please email complaints to 8gatesai@gmail.com. I will respond within 5 business days and try to resolve the matter in good faith.

13.2 If a dispute is not resolved, either party may refer it to mediation, as set out in the Client Service Agreement. This does not stop you from approaching the National Consumer Commission, a consumer court or ombud, or the Information Regulator (for privacy matters).

14. Changes

14.1 I may update these terms. The version on the Website on the date you use it applies to Website use. Changes do not alter a signed Client Service Agreement.

Contact: 8gatesai@gmail.com | WhatsApp: 071 882 5780 (messages only, no calls)