

TERMS OF SERVICE

Effective Date: 17 July 2026

Welcome to Digitalx Group (Pty) Ltd ("Digitalx", "we", "our", or "us"). These Terms of Service ("Terms") govern your access to and use of our website, products, and professional services.

By accessing our website, requesting a quotation, signing a proposal, paying an invoice, or using any of our services, you agree to be legally bound by these Terms. If you do not agree with these Terms, you should not use our services.

1. Company Information

Legal Name: Digitalx Group (Pty) Ltd

Registration Number: 2019/454913/07

Chief Officer: Keith Vilani

Head Office

11 Albuca Street
Melton Rose
Cape Town
South Africa
7100

Email: hello@digitalxagency.io

Telephone

Cape Town: 021 879 3035

Gauteng: 012 880 0270

National: 078 849 1129

2. Our Services

Digitalx provides professional business and marketing solutions, including but not limited to:

Website Development

Design, development, hosting, maintenance, website optimization, domains, business email setup, and related web services.

Website pricing is provided in written quotations or published packages and may include recurring monthly hosting or maintenance fees.

Digital Marketing

Digital marketing services may include:

- Search Engine Optimization (SEO)
- Google Ads Management
- Social Media Marketing
- Email Marketing
- SMS Marketing
- Content Marketing
- Performance Reporting

Marketing services are provided on monthly retainers or campaign-based pricing.

Company Registration

Business registration services may include:

- New company registration
- Director amendments
- Annual returns
- Beneficial ownership filings
- Company document retrieval
- CIPC compliance assistance

Pricing is based on the selected service package.

Brand Activations

Planning, coordination and execution of promotional campaigns, events, experiential marketing and related activation services.

Pricing varies according to campaign scope and agreed quotation.

Outdoor Advertising

Advertising placement and campaign management through outdoor media, vehicle advertising, street advertising and other approved media channels.

Pricing is determined by campaign duration, locations and media availability.

3. Quotations and Pricing

Unless otherwise agreed in writing:

- All quotations remain valid for 30 days.
- Prices are quoted in South African Rand (ZAR).
- Prices exclude VAT unless specifically stated.
- Additional work requested outside the original project scope will be quoted separately.
- We reserve the right to adjust pricing where supplier costs, licensing fees or operational costs change. Existing contracted pricing will remain valid until the end of the agreed contract period unless otherwise specified.

4. Payment Terms

Invoices are payable within **7 calendar days** from the invoice date unless another payment arrangement has been agreed in writing.

Digitalx reserves the right to:

- suspend services for overdue accounts;
- withhold project delivery until payment is received;
- pause website hosting or maintenance where recurring invoices remain unpaid;
- charge reasonable administration or collection costs permitted under South African law for overdue accounts.

Ownership of deliverables may remain with Digitalx until all outstanding amounts have been paid in full.

5. User Responsibilities

Clients agree to:

- provide accurate information;
- supply requested content within reasonable timeframes;
- ensure they have rights to all logos, images, videos and content they provide;
- review deliverables promptly;
- maintain confidentiality of login credentials;
- comply with applicable laws and regulations.

Clients remain responsible for all activity performed using their accounts or credentials.

6. Intellectual Property

Unless otherwise agreed in writing:

Client Ownership

Upon full payment, clients own the final custom work specifically created for their project, excluding third-party software, templates, fonts, plugins, stock assets and licensed materials.

Digitalx Ownership

Digitalx retains ownership of:

- proprietary systems;
- development frameworks;
- internal processes;
- reusable code libraries;
- design methodologies;
- automation tools;
- documentation templates.

Digitalx may reuse general knowledge, techniques and non-confidential improvements developed during projects.

Third-Party Assets

Projects may include third-party software, plugins, APIs, themes, fonts, stock photography or licensed materials.

These remain the property of their respective owners and are governed by their individual license agreements.

7. Marketing Results

Digital marketing involves many factors beyond our control.

Accordingly, Digitalx does **not** guarantee:

- first-page Google rankings;
- specific search rankings;
- increased revenue;
- increased sales;
- social media growth;
- advertising performance;
- lead volumes;
- campaign profitability.

We will provide our professional expertise and commercially reasonable efforts to achieve agreed objectives.

8. Website Development Scope

Unless specifically included in a quotation, our website projects do not include:

- unlimited revisions;
- ongoing content updates;
- custom integrations;
- copywriting;
- photography;
- graphic design outside agreed scope;
- third-party software licenses;
- premium plugins;
- hosting beyond contracted services.

Any additional work may require a revised quotation.

9. Confidentiality

Both parties agree to protect confidential information received during the course of the business relationship.

Confidential information includes business strategies, financial information, technical information, customer information and proprietary materials.

Neither party shall disclose confidential information without written permission unless required by law.

10. Service Availability

While we strive for uninterrupted services, Digitalx cannot guarantee continuous availability due to circumstances beyond our control, including:

- internet outages;
- hosting provider failures;
- power interruptions;
- cyberattacks;
- maintenance;
- acts of nature;
- third-party service disruptions.

Scheduled maintenance may occasionally require temporary service interruptions.

11. Disclaimer of Warranties

Our services are provided on an "as available" and "as is" basis.

To the fullest extent permitted by South African law, Digitalx makes no warranties regarding:

- uninterrupted service;
- error-free operation;
- compatibility with every device;
- availability of third-party platforms;
- future search engine algorithms;
- future advertising platform policies;
- future business outcomes.

Clients acknowledge that business success depends upon many factors beyond Digitalx's control.

12. Limitation of Liability

To the maximum extent permitted by law:

Digitalx shall not be liable for:

- indirect damages;
- consequential damages;
- loss of profits;
- loss of business opportunities;
- loss of goodwill;
- loss of data;
- interruption of business.

Where liability cannot legally be excluded, Digitalx's total liability shall not exceed the total amount paid by the client for the specific service giving rise to the claim during the preceding twelve (12) months.

Nothing in these Terms limits liability where such limitation would be unlawful under South African legislation.

13. Cancellation and Refunds

Clients may cancel services by providing written notice.

Cancellation terms vary depending on the service provided.

Website development projects, marketing retainers, company registrations, outdoor advertising and brand activations each have different cancellation provisions.

Please refer to our separate **Refund Policy** for detailed cancellation, refund eligibility and processing procedures.

14. Suspension or Termination

Digitalx may suspend or terminate services where:

- invoices remain unpaid;
- clients breach these Terms;
- unlawful activities are detected;
- abusive behavior occurs;
- fraudulent information is supplied.

Termination does not remove the client's obligation to pay outstanding invoices.

15. Changes to Services

We continuously improve our services and may modify, discontinue or replace certain service offerings where necessary.

We will provide reasonable notice where such changes materially affect existing clients.

16. Modifications to these Terms

Digitalx reserves the right to update these Terms at any time.

Updated versions become effective upon publication on our website unless otherwise stated.

Where material changes are made, reasonable notice will be provided through our website, email communication or other appropriate channels.

Continued use of our services constitutes acceptance of the revised Terms.

17. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Any dispute arising from these Terms shall be subject to the jurisdiction of the South African courts.

18. Contact Us

If you have any questions regarding these Terms of Service, please contact us.

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