



DIGITALX

Building Brands. Driving Digital Growth

DIGITALX GROUP (PTY) LTD – TERMS AND CONDITIONS

Effective Date: 25 March 2026

Company Registration Number: 2019/454913/07

Website: www.digitalxagency.io

1. INTRODUCTION

Welcome to Digitalx Group (“Digitalx”, “we”, “us”, or “our”). These Terms and Conditions govern your access to and use of our website, services, products, and digital platforms.

By accessing or using our website or services, you agree to be bound by these Terms and Conditions in accordance with the laws of the Republic of South Africa.

If you do not agree with any part of these Terms, you must not use our services.

2. LEGAL COMPLIANCE

These Terms are governed by and comply with:

- The Electronic Communications and Transactions Act 25 of 2002 (ECTA)
- The Consumer Protection Act 68 of 2008 (CPA)
- The Protection of Personal Information Act 4 of 2013 (POPIA)
- Applicable common law of South Africa



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3. COMPANY SERVICES

Digitalx Group provides, but is not limited to:

- Website design and development
- Search Engine Optimisation (SEO)
- Google Ads and digital advertising
- Social media marketing
- Email and content marketing
- Cloud systems and IT services
- Business internet and VoIP solutions
- Mobile and vehicle advertising services

We reserve the right to modify, suspend, or discontinue any service at any time without prior notice.

4. USER OBLIGATIONS

By using our services, you agree:

- To provide accurate and complete information
- Not to use our services for unlawful or fraudulent purposes
- Not to infringe on intellectual property rights
- Not to distribute malicious software or harmful content
- Not to misuse or disrupt our systems or networks



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5. QUOTATIONS, PRICING & PAYMENTS

5.1 Quotations

- All quotations are valid for 7–14 days unless otherwise stated
- Pricing may change without notice

5.2 Payments

- Services may require full or partial upfront payment
- Recurring services (e.g., hosting, SEO, ads) are billed monthly unless agreed otherwise

5.3 Late Payments

- Digitalx reserves the right to:
 - Suspend services
 - Charge interest (as allowed under the CPA and National Credit Act)
 - Withhold deliverables until payment is received

6. SERVICE DELIVERY

- Timelines are estimates and may vary based on project scope and client responsiveness
- Delays caused by the client (e.g., late content submission) are not the responsibility of Digitalx
- We reserve the right to subcontract work where necessary



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7. INTELLECTUAL PROPERTY

7.1 Ownership

- All designs, code, content, and materials remain the property of Digitalx until full payment is received
- Upon full payment, ownership may transfer only where explicitly agreed in writing

7.2 Restrictions

You may not:

- Resell or redistribute our work without permission
- Claim our work as your own before ownership transfer
- Reverse engineer or copy proprietary systems

8. CLIENT CONTENT

Clients are responsible for:

- Ensuring they have rights to all materials provided
- Ensuring content complies with South African law

Digitalx is not liable for:

- Copyright infringement
- Illegal or misleading content supplied by clients



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9. THIRD-PARTY SERVICES

We may integrate or recommend third-party services such as:

- Hosting providers
- Payment gateways
- Advertising platforms (e.g., Google Ads)

Digitalx is not responsible for:

- Downtime or failures of third-party services
- Policy changes made by those providers

10. MARKETING & RESULTS DISCLAIMER

Digital marketing results (SEO, ads, etc.):

- Are not guaranteed
- Depend on multiple external factors (competition, algorithms, budgets)

Digitalx does not guarantee:

- First-page rankings
- Specific ROI outcomes
- Lead or revenue volumes



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11. LIMITATION OF LIABILITY

To the fullest extent permitted by South African law:

Digitalx shall not be liable for:

- Indirect or consequential damages
- Loss of profits, data, or business opportunities
- Service interruptions beyond our control

Our total liability shall not exceed the amount paid by the client for the specific service in dispute.

12. INDEMNITY

You agree to indemnify and hold harmless Digitalx against any claims arising from:

- Your misuse of services
- Your breach of these Terms
- Content you provide

13. TERMINATION

We reserve the right to terminate or suspend services:

- For breach of these Terms
- For non-payment
- For unlawful use



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Clients may terminate services with written notice, subject to:

- Outstanding payments
- Notice periods (typically 30 days for recurring services)

14. REFUND POLICY

- Deposits are non-refundable unless required by law
- Refunds for services rendered are not applicable
- Any refunds are at Digitalx's discretion and subject to the CPA

15. DATA PROTECTION (POPIA COMPLIANCE)

We process personal information in accordance with POPIA.

We commit to:

- Collecting only necessary data
- Securing personal information
- Not sharing data without consent unless legally required

Users have the right to:

- Access their data
- Request correction or deletion
- Withdraw consent



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16. ELECTRONIC COMMUNICATIONS (ECTA)

By using our website:

- You consent to receiving communications electronically
- Agreements concluded electronically are legally binding

17. WEBSITE USE

You agree not to:

- Attempt unauthorized access
- Interfere with website functionality
- Use automated scraping tools

We may:

- Monitor usage
- Restrict access for violations

18. FORCE MAJEURE

Digitalx shall not be liable for failure to perform due to events beyond our control, including:

- Natural disasters
- Power outages
- Internet failures
- Government actions



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19. GOVERNING LAW & JURISDICTION

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

Any disputes shall be subject to the jurisdiction of South African courts.

20. DISPUTE RESOLUTION

Before legal action:

- Parties agree to attempt resolution through negotiation
- If unresolved, mediation may be pursued

21. CHANGES TO TERMS

Digitalx reserves the right to update these Terms at any time. Changes will be effective upon publication on our website. Continued use constitutes acceptance of updated Terms.

22. CONTACT DETAILS

Digitalx Group (Pty) Ltd

Registration Number: 2019/454913/07

Email: hello@digitalxagency.io

Website: www.digitalxagency.io



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23. ENTIRE AGREEMENT

These Terms constitute the entire agreement between Digitalx and the user and supersede all prior agreements.

24. SEVERABILITY

If any provision is found invalid, the remaining provisions will remain in effect.

