

Terms And Conditions

Last updated: 28 January 2026

These Terms and Conditions ("Terms") apply to all services and products supplied by Digital Uptake (Pty) Ltd (Co. Reg. No. 2023/620684/07), trading as DigitalUptake ("DigitalUptake", "we", "us", "our"), to any client ("you", "your") in South Africa.

Legal notices (domicilium):

DigitalUptake
1006 On The Lake
1006 Lenchen Avenue North
Centurion Central (CBD)
Centurion
Gauteng
0157

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1. Definitions

The following definitions apply in these Terms:

"Client"

any person or entity that requests or purchases Services or Products from DigitalUptake.

"DigitalUptake"

Digital Uptake (Pty) Ltd (Co. Reg. No. 2023/620684/07) trading as DigitalUptake.

"Quote"

our written quote, proposal, scope, package description, estimate or statement of work, including any agreed change requests.

"Services"

includes, without limitation: social media marketing and advertising, Google Ads management, SEO management (on DigitalUptake-built/managed platforms only), design services, print production coordination, custom websites, custom development, web applications, hosting, email hosting and domain administration.

"Products"

physical printed items and branded products produced in-house or via third parties.

"Business Day"

Monday to Friday excluding South African public holidays.

"CPA"

the Consumer Protection Act 68 of 2008, where applicable.

2. Acceptance and Agreement

These Terms apply to all Services and Products supplied by DigitalUptake.

You accept these Terms when you:

approve a Quote (including by email, WhatsApp message or physical signature)

instruct us to commence work make any payment (deposit, retainer, ad spend or otherwise) use or continue using Services or Products supplied by us

If you do not agree to these Terms, do not approve a Quote, do not pay and do not instruct us to proceed.

3. Scope, Timelines and Change Requests

We will deliver Services and Products as described in the Quote. Anything not expressly included is out of scope.

Change requests: out-of-scope requests require a written change request, written approval and an additional quote or fee confirmation before we proceed.

Client feedback:

If you do not provide feedback, content, access or approvals within 2 Business Days, timelines automatically extend.

Project holds:

If there is no response for 5 Business Days, the project may be placed on hold (paused) and rescheduled.

Third parties:

We may use third-party suppliers and platforms to deliver Services or Products, but we handle the process as part of delivery.

4. Pricing, Payment and Deposits

All prices are in ZAR and VAT is not applicable. Payment is due on receipt unless the Quote states otherwise.

Deposits and upfront payments:

Marketing retainers: 100% upfront before onboarding and before any monthly services begin.

Websites and web applications:

Projects under R15,000: 100% upfront before work begins.

Projects R15,000 and above: 75% upfront and 25% on go-live (or as per milestones in the Quote).

Design and print:

If design is required: 50% deposit before design work and balance due before printing/production.

Print-only orders:

100% upfront before production.

We do not accept cash deposits. EFT and card payments are accepted. Card/payment gateway fees are absorbed by us unless stated otherwise in a Quote.

Late payment, suspension and re-engagement:

Overdue amounts attract interest at 20% per annum, calculated daily, from the due date until paid.

We may suspend Services until all amounts due are paid in full.

If Services are suspended and later resumed, a re-engagement fee applies (minimum R500 and up to R10,000, depending on the work required).

You are liable for all recovery and enforcement costs on an attorney and client scale, to the extent permitted by law.

5. Cancellations and No Refunds

No refunds are provided, except to the extent required by South African law or where we elect, in writing, to provide a remedy.

If you cancel a project or instruct us to stop work, you remain liable for:

all work completed up to the cancellation date (assessed against the Quote scope and progress)

all committed or non-recoverable third-party costs (including supplier, courier and platform costs)

any applicable rescheduling and re-engagement costs if the project is later restarted

6. Revisions and Approvals

Revisions are as per the Quote. If not specified, two (2) revision rounds are included. A revision round means consolidated feedback provided in one set.

Written approval is required before:

advertising campaigns go live

any print goes to production

a website or application is deployed to live

7. Advertising and Ad Spend

We do not guarantee results, including leads, sales, ROAS, reach, approvals, follower growth or rankings. We do the work, but outcomes depend on factors outside our control.

Ad spend:

Ad spend is invoiced by us and must be paid upfront before campaigns run.

Platform rules:

Meta, Google and other platforms apply their own policies, approvals and enforcement.

Risks:

You accept risks including disapprovals, learning phase volatility, tracking limitations, policy changes, cost increases, audience limitations and account restrictions or suspensions.

Reporting:

Reporting is provided only if agreed in writing beforehand and additional fees may apply.

8. SEO Services

We provide SEO Services only on DigitalUptake-built and DigitalUptake-managed websites and applications. Search performance can change due to factors outside our control including algorithm updates, competitor activity, platform policies and third-party conditions. No outcomes are guaranteed.

9. Hosting, Domains and Email

We host websites and applications only if developed by us. We do not host third-party built websites or applications. Hosting may be billed monthly or annually as quoted.

Best-effort hosting:

We do not guarantee uptime, uninterrupted access or error-free operation. Planned maintenance may occur.

Backups:

Backups may be held on the same server. Optional remote/offsite backups are available at an additional charge.

Domains:

Domains may be registered in your name, but we retain administrative control and will not release or transfer admin access until all amounts due are paid in full.

Email hosting:

Is provided on a best-effort basis. We do not guarantee delivery, uptime or uninterrupted access.

10. Intellectual Property and Access

All software, source code, frameworks, libraries, tooling, methods and underlying technical implementation created or used by us remain our intellectual property. The client will never own the source code.

Licence to use:

You receive a licence to use the delivered website/application for your business purposes while your account is up to date and you comply with these Terms.

No source access:

No Git access, no server root access, no cPanel access, no file access, no SSH access and no repository access unless we agree in writing.

Backend access:

Where a backend exists, you may receive application-level login access only (no server or source access).

Design deliverables:

After full payment, you own the final Vector PDF output delivered for that design item. You do not receive Adobe/CorelDRAW source files unless agreed in writing.

Third-party licences:

where included in fees, we may procure and manage licences under our accounts to deliver Services. Some items may be non-transferable or limited by third-party terms.

Portfolio:

We may display work in our portfolio unless you opt out in writing.

11. Design and Print Production

We produce in-house and also use third-party suppliers where required, but we handle the process as part of delivery. Products may differ slightly from images shown.

Artwork formats:

Vector PDF, Adobe files or CorelDRAW files are required. Canva or other non-print-ready formats may require rebuild/conversion and additional charges apply.

Colour variance:

Printed colour may vary from on-screen colour due to materials, inks, lighting and production processes.

Proof approval:

You must review and approve final proofs. After approval, we are not responsible for spelling/content errors in the approved proof.

No returns:

Custom printed or manufactured goods cannot be returned or refunded.

Reprint:

if print materially differs from the approved proof due to our production error, we may reprint the affected portion as the remedy.

12. Delivery, Dispatch and Risk

Delivery timelines are estimates and will be confirmed per Quote. Rush jobs may attract additional fees.

Risk:

Risk in physical goods passes to you on dispatch (handover to the courier).

Courier insurance:

Optional insurance is available at your cost if requested and paid upfront.

Reporting window:

Damaged, wrong or short-delivered items must be reported within 24 hours of delivery, with photos and details.

13. Support and SLA

Ongoing support is intended to be provided under an SLA. If you are not on an SLA, support (if available) will be billed per task/change required, as quoted and approved in writing.

Support hours (SLA):

Monday to Friday 07:00 to 16:00.

Friday rule:

Planned changes are not implemented on Fridays, but fixes may be applied on Fridays where needed.

Response target (SLA):

Within 48 business hours (not a guarantee).

Go-live bug period: 7-day limited bug-fix period after go-live for genuine defects caused by our work (excluding new features and third-party/client changes).

14. Confidentiality and POPIA

Each party must keep the other party's non-public information confidential at all times, except where disclosure is required by law or where necessary to deliver Services using employees/contractors bound by confidentiality.

We may process personal information as part of providing Services (eg contact forms, communications, hosting logs and campaign administration). Each party will comply with applicable data protection law, including POPIA, to the extent applicable to its activities.

15. Important Notice and Limitation of Liability

Certain clauses limit our liability and place obligations on you. You acknowledge that these clauses have been brought to your attention.

Important:

To the maximum extent permitted by law, we are not responsible for any losses whatsoever.

Indirect and consequential loss:

To the maximum extent permitted by law, we are not liable for indirect, incidental or consequential damages, including loss of profit, loss of revenue, loss of data, loss of business, reputational harm, downtime losses, platform restrictions, algorithm changes, third-party outages, supplier failures or courier delays.

Liability caps (two-tier):

Where the CPA applies: our total aggregate liability for direct damages is limited to the fees paid for the affected service, being (i) for retainers, fees paid in the last 30 days or (ii) for once-off projects, the fees paid for the affected project/milestone. Where feasible, our primary remedy may be to re-perform or remedy the affected services.

Where the CPA does not apply: to the maximum extent permitted by law, we exclude liability. If, and only to the extent, liability cannot be excluded by law, our total aggregate liability is capped at R100.

Third-party costs:

Amounts paid to third parties (including ad spend, supplier costs, couriers, licences and domains) are not recoverable from us as damages.

16. Suspension, Termination and Force Majeure

We may suspend or terminate Services if you fail to pay amounts due, breach these Terms or expose us to legal, security or operational risk. On termination, all outstanding amounts become immediately due and payable.

Neither party is liable for failure or delay caused by events beyond reasonable control (including power outages, network failures, third-party platform outages, supplier disruptions, strikes and civil unrest). Timelines will be extended accordingly.

17. Dispute Resolution

The parties will first attempt to resolve disputes through good-faith negotiation. If unresolved, the parties will attempt mediation before litigation. Nothing prevents either party from approaching a court for urgent relief.

18. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. The parties consent to the jurisdiction of the courts of Gauteng, South Africa.

19. Changes to These Terms

We may update these Terms from time to time. Updated Terms apply to new Quotes and future Services from the effective date of the update. Continued engagement with DigitalUptake after updates constitutes acceptance of the updated Terms.

20. Contact Information

For questions regarding these Terms and Conditions, please contact us:

Notices email: accounts@digitaluptake.co.za

Call: 012 345 6874

WhatsApp: 072 522 5873

Address: 1006 On The Lake, 1006 Lenchen Avenue North, Centurion Central (CBD), Centurion, Gauteng, 0157