AFRIDESIGN MASTER TERMS OF SERVICE

(v2.2 – 2026)

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1. DEFINITIONS

1.1. **"Acceptable Use Terms"** means Afridesign's rules governing permitted and prohibited use of the Services, as more fully described in clause 10 below.

1.2. **"Afridesign"** means Croftlyn Proprietary Limited, Registration Number: 2020/522946/07, trading as Afridesign, a private company duly incorporated in the Republic of South Africa.

1.3. **"Afridesign Website Package"** or **"Package"** means the managed subscription website service (currently Bronze, Silver, or Gold) as described on the Afridesign website from time to time. Afrihost "Hosting Only" or "Domain Only" products do not constitute an Afridesign Website Package.

1.4. **"Afrihost's Payment Terms"** Afrihost's debit order and payment terms available at: https://www.afrihost.com/terms-and-conditions/general.

1.5. **"Agreement"** means these Master Terms, any additional terms including without limitation, Store Launch Express Terms, Service Order(s), the Privacy Policy, and Acceptable Use Terms, as updated from time to time.

1.6. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa.

1.7. **"Client"**, **"You"**, **"Your"** means the person identified in the Service Order.

1.8. **"CPA"** means the Consumer Protection Act, No. 68 of 2008, as amended from time to time, including any regulations published thereto.

1.9. **"Content Finality"** means the point at which the Client has submitted all required content and confirmed in writing that no further changes are required for the initial website build.

1.10. **"ECTA"** means the Electronic Communications and Transactions Act, No. 25 of 2002, as amended from time to time, including any regulations published thereto.

1.11. **"Ecosystem"** means Afridesign's proprietary platform, tooling, templates, processes, and integrated Afrihost infrastructure required to operate the website.

1.12. **"Fees"** means amounts payable by the Client for the Services, as updated from time to time on notice to Clients.

1.13. **"Go-Live"** means the moment when the website is made publicly accessible following the Client's authorisation.

1.14. **"Master Terms"** means these Master Terms of Service including any annexures thereto.

1.15. **"Page"** means a standard website page as defined in Afridesign's published services descriptions and FAQs, as updated from time to time.

1.16. **"Parties"** means Afridesign and the Client.

1.17. **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time, including any regulations thereto.

1.18. **"Ready to Go-Live"** means the point in time at which the website build is technically complete and awaiting the Client's confirmation to Go-Live.

1.19. **"Service(s)"** or **"Managed Service"** or **"Subscription Service"** or **"Website-as-a-Service"** means the Afridesign Website Packages which constitute a managed website service offering, and include any related managed service offerings and add-on services provided in terms of this Agreement such as the Store Launch Express service.

1.20. **"Service Order"** means a Client request via online checkout for the Services that Afridesign accepts. Each accepted Service Order forms part of the Agreement.

1.21. **"Service Output"** means the website design, structure, layout, compiled assets, and database(s) created as part of the Afridesign Service.

1.22. **"Store Launch Express Terms"** means the Service-specific terms that govern Afridesign's once-off e-commerce set up add-on.

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2. HOW THIS AGREEMENT WORKS

2.1. These Master Terms regulate the relationship between Afridesign and You, the Client, for the provision of and use of our Services, including Afridesign's Website-as-a-Service packages, and add-ons, as applicable.

2.2. By placing a Service Order, checking out, accepting these Master Terms and/or using the Services, You agree to be legally bound by the Agreement, which consists of these Master Terms, Service Order(s), any Service-specific terms such as the Store Launch Express Terms, the Privacy Policy, and Acceptable Use Terms.

2.3. If there is a conflict, the following descending order of precedence applies, unless otherwise stated in writing by Afridesign:

2.3.1. Master Terms;

2.3.2. Service Order;

2.3.3. Service-specific Terms including the Store Launch Express Terms;

2.3.4. Privacy Policy; and

2.3.5. Acceptable Use Terms.

3. THE MANAGED SERVICE MODEL
(NO CUSTOM WORK | NON-PORTABILITY)

3.1. **Standardised Service Only**

3.1.1. Afridesign provides **standardised, subscription-based website Services only**. Afridesign does **not** offer once-off website builds, bespoke development, quotation-based projects, or custom work outside its defined Website Packages, unless expressly agreed to in writing under a separate agreement between the Parties.

3.2. Proprietary Design System

3.2.1. The Service utilises proprietary, pre-designed templates customised by Afridesign. Customisation is limited to the inclusion of the Client's logo, images, written content, fonts, and colour scheme.

3.3. Package Limits & Page Capacity

3.3.1. Where a website exceeds the page limits of the Client's selected Afridesign Website Package, Afridesign is entitled to require the Client to upgrade to a package that supports the applicable page count or reduce content to within package limits.

3.4. Licensing & Non-Portability

3.4.1. The Client is granted a limited, revocable licence to use the website only while maintaining an active Afridesign Website Package. The Service Output is technically dependent on the Afridesign Ecosystem and is **not portable**.

3.5. Service Separation & Access from Hosting

3.5.1. The Client acknowledges that the Service Output (including the website design, database, configuration, and compiled structure) is a proprietary result of the Afridesign Service and forms part of a managed Website-as-a-Service offering (operated using licensed software and proprietary systems).

3.5.2. Access to the Afrihost hosting environment, including but not limited to FTP access, File Manager access, or automated or manual backup tools, does not grant the Client any right to access, extract, restore, copy, reuse, or utilise the Service Output independently of an active Afridesign Website Package.

3.5.3. Any attempt by the Client to restore, access, or use the Service Output following a downgrade, suspension, or cancellation of the Afridesign Website Package may be treated by Afridesign as a material breach of this Agreement and an infringement of Afridesign's intellectual property rights.

3.5.4. Downgrading to "Hosting Only" or "Domain Only" constitutes termination of the Afridesign service. Upon such termination, Afridesign has no obligation to provide backups, migration assistance, portability, or continued access to the Service Output.

3.5.5. Where a Client subsequently requests reinstatement of the Service Output after upgrading to an eligible Afridesign Website Package, Afridesign reserves the right to levy a reasonable reinstatement or reactivation fee to cover the operational, technical, and administrative work required to restore the service.

3.5.6. Any such fee will be communicated to the Client prior to reinstatement and must be accepted and settled before the website is restored to an active state.

3.6. Package Scope & Overages

3.6.1.   Afridesign Website Packages include fixed limits relating to page count, content volume, layouts, features, storage, and maintenance hours, as described in the applicable Package and published Service descriptions.

3.6.2.   Where a website, content submission, or requested change exceeds the limits of the Client's selected Afridesign Website Package, Afridesign may require the Client, at Afridesign's discretion, to either:

3.6.2.1.   upgrade to a Package that supports the additional scope; or

3.6.2.2.   reduce content or requirements to fall within the existing Package limits; or

3.6.2.3.   decline the request where it falls outside the scope of Afridesign's standardised Service offerings.

3.6.3.   The Client agrees that Afridesign is under no obligation to accommodate scope exceeding the selected Package, and any accommodation provided shall not constitute a waiver of these limits or set a precedent for future Services or Service Outputs.

3.7.   Package Integrity & Upgrade / Downgrade Controls

3.7.1.   Upgrade & Downgrade Timing

3.7.1.1.   Any upgrade to a higher-tier Afridesign Website Package takes effect immediately.

3.7.1.2.   Where a Client upgrades a Package and later wishes to downgrade, such downgrade will only take effect after 3 (three) consecutive monthly billing cycles at the upgraded Afridesign Website Package, during which all Fees due have been paid in full and on time.

3.7.1.3.   Downgrades are not automatic. The Client will remain on the upgraded Package tier until a valid downgrade request is submitted via the official Afrihost Client Portal or other designated billing system notified by Afridesign from time to time.

3.7.1.4.   Clients agree that Afridesign shall not be liable for continued billing at the upgraded Package tier where a downgrade request has not been properly submitted through the designated system.

3.7.1.5.   Nothing in this clause affects the Client's right to terminate the Service in its entirety subject to the applicable notice period.

3.7.2.   Maintenance & Scope Integrity

3.7.2.1.   Maintenance hours, page allocations, feature limits, and related benefits form part of the sustained value of the selected subscription tier.

3.7.2.2.   Clients agree that a Package upgrade may not be used as a temporary mechanism to obtain increased maintenance hours, expanded page limits, additional features, or otherwise materially expand the website beyond the limits of a lower-tier Package.

3.7.2.3.   Afridesign reserves the right to classify any material, bulk, or project-style updates performed during an upgrade period as ad hoc

maintenance work subject to Afridesign's prevailing standard rates where such work is inconsistent with normal ongoing Package usage.

3.7.3. **Downgrade Conditions**

3.7.3.1. Where a website has been materially expanded during a higher-tier Package Subscription period, any downgrade request is subject to Afridesign's review and approval.

3.7.3.2. Clients agree that before approving a downgrade of an Afridesign Website Package, Afridesign may, in its reasonable discretion:

3.7.3.2.1. require completion of the minimum upgrade term; and/or

3.7.3.2.2. require the website to be reduced to comply strictly with the lower-tier Package limits; and/or

3.7.3.2.3. apply additional service Fees at Afridesign's prevailing ad hoc rates for work performed beyond the lower-tier Package scope.

3.7.3.3. Afridesign is under no obligation to approve a Package downgrade where the website does not fully comply with the limits of the requested lower-tier Package.

3.7.4. **Structural Integrity**

3.7.4.1. Deletion of pages, features, or content after completion of higher-tier work does not automatically entitle the Client to downgrade where the underlying Service Output was materially created or expanded using higher-tier Package allocations.

3.8. **Inbound Link**

3.8.1. Afridesign reserves the right to place a branded link to https://www.afridesign.com in the website footer unless otherwise agreed in writing.

3.9. **Legacy Custom Projects**

3.9.1. Certain legacy projects may continue to be hosted or supported by Afridesign on a limited, non-Service Level Agreement (SLA), best-effort basis. Such support is strictly restricted to maintaining Service availability and addressing basic operational issues and expressly excludes any new development, enhancements, redesigns, or feature changes. These arrangements do not constitute Afridesign Website Packages and do not create any obligation or precedent for future custom work.

4. BILLING, PAYMENT & SUSPENSION

4.1. Where a Client is subscribed to Afrihost domain and/or hosting services, and elects to further subscribe for an Afridesign Website Package or Afridesign add-on, Afrihost will act as the party responsible for billing and collections for the Afridesign Fees. Afridesign will remain the Service provider that designs and delivers the Service Output.

4.2. Advance Billing

4.2.1. Services are billed monthly in advance on or about the 1st (first) Business Day of each month.

4.3. Debit Order Authority

4.3.1. All payments are governed by Afrihost's Payment Terms.

4.4. Suspension & Reconnection

4.4.1. In accordance with Afrihost's Payment Terms, accounts unpaid by the 1st (first) Business Day may be suspended. A specified reconnection fee applies, and a waiting period of up to 72 (seventy-two) hours may be imposed following repeated payment failures.

4.5. Price Adjustments

4.5.1. Afridesign may adjust pricing on not less than 30 (thirty) days' written notice.

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5. CANCELLATION

5.1. Afridesign's Services operate on month-to-month contracts.

5.2. Clients agree that either Afridesign or the Client may terminate the Service by giving 1 (one) full calendar month's notice to the other. For example if notice is given on 18 January, termination will take effect on 1 March.

5.3. Clients agree that Fees remain payable until the effective date of termination, referred to in clause 5.2 above.

5.4. Should the Client cancel the Service in accordance with the provisions of this clause 5, the Client agrees that it will not be permitted to move the website Service Outputs created by Afridesign to another hosting provider or downgrade to a standard Afrihost hosting package. Clients acknowledge that the website build and Service Output is included and limited to the Afridesign Website Packages which remain the property of Afridesign.

5.5. Cancellation, by either Afridesign or the Client, will result in any data being permanently removed from Afrihost's servers. In this regard, Clients agree that they are solely responsible for ensuring that backups are made of web content and email data, or any other data stored on the Client's hosting space.

5.6. Clients agree that Afridesign will not be liable for loss of data, or be obliged to provide any such data once the Afrihost hosting contract has terminated or expired.

5.7. Any limited backups made by Afrihost are strictly retained for legal purposes and not for data retention purposes. Resultantly, Clients accept that such Afrihost backups will not necessarily be made available to Clients on request.

6. THE 24-MONTH RULE & SERVICE ACCESS

6.1. **Static Export Eligibility**

6.1.1.   After 24 (twenty-four) consecutive months of active, paid Subscription Service calculated specifically from the public Go-Live date, the Client may request a once-off Static HTML Export. This export is provided as a discretionary courtesy and does not constitute a transfer of ownership, intellectual property, or the underlying proprietary code.

6.2. **Nature of Export**

6.2.1.   The export is a flattened, non-editable "snapshot" of the website at a point in time. It is provided "as-is" without warranties or support. The Client agrees that upon delivery of this export, or upon termination of the Afridesign Website Package, the Client has no further claim to the Afridesign services, administrative tools, or the ongoing maintenance of the exported files.

6.3. **Administrative Access**

6.3.1.   Afridesign may immediately revoke administrative or editing access upon receipt of a cancellation or downgrade notice from a Client.

6.4. **Data Deletion**

6.4.1.   Upon termination or downgrade, all website data may be permanently deleted. The Client agrees that Afridesign has no obligation to retain, archive, or recover data after termination.

7. BUILD TIMELINES & THE AFRIDESIGN TRIPLE GUARANTEE

7.1. **Build Capacity & Sequential Processing**

7.1.1.   **Single Build Slot:** To ensure quality and fair service for all Clients, Afridesign allocates a maximum of **1 (one) active build slot per Client** at any given time.

7.1.2.   **Definition:** An "Active" build slot means a website build that has formally entered production following confirmation of Content Finality.

7.1.3.   **Sequential Workflow:** Where a Client signs up for multiple domains or packages, Afridesign will complete the builds sequentially (one after the other), not concurrently (simultaneously).

7.1.4. **Queue Activation:** A subsequent build will only enter the "Active" status and move into the production queue once the preceding website has reached **Ready to Go-Live** status.

7.1.5. **Guarantee Applicability:** The **Ready to Go-Live guarantee** and associated timelines apply strictly to the single website currently in the "Active" build slot. Websites waiting in the queue do not qualify for speed guarantees until their specific build commences.

7.2. Ready to Go-Live – Fast
(Speed of Launch)

7.2.1. **Commencement:** Timelines commence only upon confirmed receipt of **Content Finality**. Where Content Finality is breached after work has commenced, the Ready to Go Live guarantee is permanently voided for that build and does not recommence upon resubmission of content.

7.2.2. **Scope:** This guarantee is satisfied when the website reaches a **Ready to Go-Live** status. The Client agrees that Afridesign is not responsible for delays in the actual Go-Live date caused by Client approval delays or third-party dependencies (e.g., domain propagation).

7.2.3. **Remedy:** Valid claims entitle the Client to a credit of up to the first 2 (two) months of Service Fees for the affected domain, subject to the limitations set out in clause 7.5 below.

7.3. Love It Guarantee
(Design Satisfaction)

7.3.1. **Definition of Redesign:** A "Redesign" is defined as a one-time aesthetic overhaul of the website's layout, color palette, and typography, including reasonable re-arrangement of existing sections **within the original page structure**, as determined by Afridesign in its reasonable discretion, using the original content submitted at the start of the project.

7.3.2. **Exclusions:** The guarantee does **not** include:
7.3.2.1.   the addition of new pages beyond the original package limit;
7.3.2.2.   integration of new functionality not present in the first build; and
7.3.2.3.   changes to the business name, core industry focus, or brand identity provided in the initial brief.

7.3.3. **Timeline:** This right must be exercised in writing within 30 (thirty) days of the website reaching **Ready to Go-Live** status.

7.3.4. **Finality:** Once the Redesign is completed and approved, or the 30-day window lapses, the guarantee is considered fulfilled, no second redesigns will be granted under this guarantee.

7.4. Speed Guarantee
(Performance)

7.4.1. **Measurement:** Performance is measured using Google PageSpeed Insights (Mobile Score) at the **Ready to Go-Live** stage. Performance measurements are subject to changes in Google's scoring methodology and tools, which are outside Afridesign's control.

7.4.2. **Baseline Integrity:** This guarantee applies to the Afridesign Website Packages only. The addition of external 3rd-party scripts (including but not limited to Facebook Pixels, Hotjar, Chatbots, or unoptimized high-resolution images uploaded by the Client post-handover) voids this guarantee.

7.4.3. **Remedy:** Valid claims entitle the Client to a credit of 1 (one) month of Service Fees.

7.5. General Conditions & Remedy Limitations

7.5.1. **Voidance:** Any Guarantee is immediately voided by:

7.5.1.1. submission of new or revised content after work has commenced;

7.5.1.2. requests for custom layout changes or functionality outside of the standard template framework; or

7.5.1.3. Client non-responsiveness exceeding 48 (forty-eight) hours **where such non-responsiveness materially delays progress**.

7.5.2. **Credits:** All credits are applied to future billing only, are non-transferable, may not be aggregated across guarantees or domains, are capped at a maximum of 2 (two) monthly subscription Fees per domain, and are strictly non-redeemable for cash.

8. MAINTENANCE, SEO & BACKUPS

8.1. Maintenance Hours

8.1.1. The Client agrees that maintenance hours are allocated monthly on a "use it or lose it" basis and do not roll over.

8.2. Scope of Maintenance

8.2.1. Maintenance is intended for the upkeep of existing content only. It may not be used to bypass package limits or to perform changes which, in Afridesign's reasonable discretion, would increase page count, content volume, layout complexity, or otherwise constitute a new website build or require a package upgrade.

8.2.2. Maintenance hours cover routine updates, minor content changes, and bug fixes only. They may not be used for redesigns, new features, third-party systems, external projects, or unrelated work. Maintenance hours are non-transferable between Packages.

8.3. Capacity & Scheduling

8.3.1. Maintenance is performed during office hours on a first-come, first-served basis. No turnaround times are guaranteed.

8.4. Basic Onsite SEO

8.4.1.   Basic onsite Search Engine Optimisation (SEO) includes Site Title, Meta Description, and Google submission only. Afridesign makes no guarantees regarding indexing, rankings, or search visibility.

8.5. Backup Responsibility

8.5.1.   The Client agrees that it is solely responsible for backing up all data. Afridesign is not liable for data loss, corruption, or recovery costs.

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9. STORE LAUNCH EXPRESS & LOGO DESIGN

9.1. E-Commerce
(Store Launch Express)

9.1.1.   A 50% (fifty percent) non-refundable deposit is required to commence work. The balance is payable strictly before the store is moved to a Ready to Go-Live status. The Client remains the Responsible Party for all statutory compliance, including but not limited to POPIA and ECTA.

9.2. Logo Design

9.2.1.   The Client agrees that intellectual property rights of the final approved logo designs transfer to the Client only upon receipt of full payment. Any redesign guarantees apply solely to the originally supplied brand name.

9.3. Store Launch Express Add-On Terms

9.3.1.   The "Store Launch Express" Service is governed by the Store Launch Express Terms, which are incorporated into this Agreement by reference. In the event of any conflict between these Master Terms and the Store Launch Express Terms, the Store Launch Express Terms shall prevail **solely in respect of the Store Launch Express Service subject matter**.

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10. ACCEPTABLE USE, CONDUCT & RESTRICTIONS

10.1. Prohibited Content

10.1.1.   Afridesign may refuse or terminate any applicable Service for unlawful content, unlicensed regulated activities, adult content, pyramid schemes, or any content that violates applicable law or Acceptable Use Terms.

10.2. **Professional Conduct**

10.2.1.   Abusive, threatening, or inappropriate conduct toward Afridesign staff in any medium may result in immediate termination of this Agreement and any applicable Services.

10.3. **Anti-Resale**

10.3.1.   Clients may not resell, white-label, or make the Service available to third parties for, or absent, consideration.

10.4. **Right to Refuse**

10.4.1.   Afridesign reserves the right to refuse future service to Clients who have breached this Agreement, or attempted to circumvent non-portability or licensing terms.

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11. DISCLAIMER

11.1.   The Client agrees that the Services and Service Output are provided "AS IS" and "AS AVAILABLE", and further that Afridesign makes no warranties of any kind, whether express, implied or statutory, to the maximum extent permitted by the CPA. Afridesign specifically disclaims implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

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12. LIABILITY & INDEMNITY

12.1. **Limitation of Liability**

12.1.1.   To the maximum extent permitted by law, Afridesign shall not be liable for indirect, incidental, special, or consequential damages suffered by the Client or any third party arising from the use of the Service.

12.2. **Liability Cap**

12.2.1.   Where Afridesign is found liable, such liability shall not exceed the Fees paid for the affected Service during the **3 three months immediately preceding** the event giving rise to the proven claim.

12.3. **CPA Compliance**

12.3.1.   Nothing in this Agreement excludes liability for gross negligence or wilful misconduct where such exclusion is prohibited by the CPA.

12.4. **Indemnity**

   12.4.1. The Client indemnifies and holds Afridesign harmless against claims arising from misuse of the Service, unlawful content, or breach of this Agreement.

12.5. **Third-Party Services**

   12.5.1. The Client agrees that Afridesign is not liable for downtime, data loss, or service failures caused by third-party infrastructure, hosting providers, networks, platforms, or integrations beyond Afridesign's direct control.

13. PRIVACY & DATA PROTECTION

13.1. Afridesign processes Personal Information in accordance with POPIA. Full details are contained in the Afridesign Privacy Policy available on the Afridesign website, which forms part of this Agreement.

14. FORCE MAJEURE

14.1. The Client agrees that Afridesign shall not be liable for any delay or failure to perform its obligations in this Agreement caused by events beyond its reasonable control, including without limitation, outage of upstream networks, DdoS attacks, power failures, industrial action, acts of God, or changes in law. Afridesign's obligations shall be suspended for the duration of the force majeure event.

14.2. The Client further agrees that, except as expressly provided in clause 14.1 above, a Force Majeure event shall not suspend or excuse the Client's obligation to pay Fees or other amounts that are or become due and payable under this Agreement.

15. AMENDMENTS

15.1. Afridesign may amend this Agreement from time to time. Amended versions will be published on the Afridesign website and Afridesign will make reasonable efforts to advise Clients of such amended versions. Continued use of the Service constitutes acceptance. Clients may terminate the Service on 1 (one) calendar month's notice if they object to changes.

15.2. The Client has a duty to keep itself informed of the latest version of the Agreement by accessing the Afridesign website on a regular basis.

16. GOVERNING LAW

16.1. This Agreement is governed by the laws of the **Republic of South Africa**, and the Parties consent to the jurisdiction of South African courts.

17. ASSIGNMENT

17.1. The Client may not cede, assign, or transfer this Agreement without Afridesign's prior written consent.

17.2. Afridesign may cede, assign, or transfer this Agreement or any obligations thereof to an affiliate or successor in title on written notice to the Client.

18. INTERPRETATION AND GENERAL

18.1. **Whole agreement:** This Agreement is the whole of the agreement between the Parties, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both Parties will be of any effect.

18.2. **Number and gender:** Unless clearly inconsistent with or otherwise indicated by the context (i) any reference to the singular includes the plural and vice versa; (ii) any reference to natural persons includes legal persons and vice versa; (iii) any reference to a gender includes the other genders.

18.3. **Warranties:** If the CPA applies to the Agreement, the provisions of the Agreement will not be interpreted in such a way as to exclude the Client's rights under sections 54 (Right to quality service), 55 (Right to safe, good quality Goods), or 56 (Implied warranty of quality) of the CPA. These sections apply only to the minimum possible extent. UNLESS THE CONTRARY IS STATED ELSEWHERE IN THE AGREEMENT, THE CLIENT WILL HAVE NO RIGHTS IN RESPECT OF QUALITY OF SERVICE, SAFE & GOOD QUALITY GOODS OR IMPLIED WARRANTY OF QUALITY BEYOND THOSE EXPLICITLY STATED IN THOSE SECTIONS.

18.4. **Survival:** For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.

18.5. **No indulgence:** If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.

18.6. **Representatives:** The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.

18.7. **Reading down:** If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.

18.8. **Severance:** In the event that any part of this Agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this Agreement.

STORE LAUNCH EXPRESS TERMS

(Annexure to the Afridesign Master Terms of Service)

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1. INTRODUCTION

1.1. These Store Launch Express Terms apply in **addition** to the Master Terms and the applicable Service Order, Privacy Policy, and Acceptable Use Terms. The Store Launch Express Service is a once-off e-commerce setup add-on and is not a standalone product.

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2. ELIGIBILITY & PLATFORM

2.1. Prerequisite
2.1.1. This Service is available only to active Afridesign **Silver** or **higher** package subscribers.

2.2. Non-Portability
2.2.1. The e-commerce store, database, and configuration are built on a proprietary managed platform and are not portable to other platforms or hosting environments, including and not limited to Shopify or WooCommerce.
2.2.2. The Store Launch Express forms part of a managed website-as-a-service offering and does not grant the Client any ownership or transferable rights in the underlying platform, software, or configuration.

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3. THE 7-BUSINESS-DAY "READY TO GO-LIVE" GUARANTEE

3.1. Timeline
3.1.1. The 7-business-day period commences only upon confirmed receipt of all required and final e-commerce content in the prescribed format, including:
3.1.1.1. Product catalogue
3.1.1.2. Payment gateway credentials
3.1.1.3. Shipping and delivery rules
3.1.2. Where content is revised, supplemented, or changed after work has commenced, the 7-Day Ready to Go-Live Guarantee is permanently voided for that Store Launch Express project.

3.2. Exclusions

3.2.1. Weekends and South African public holidays are excluded. The guarantee is forfeited if:

    3.2.1.1. Scope, functionality, or design changes are requested after commencement

    3.2.1.2. Delays are caused by third-party providers, including payment gateway approvals

3.3. Remedy

3.3.1. If Afridesign misses the deadline for reasons within its sole control, the Client's sole and exclusive remedy is the complimentary setup of additional products (up to a maximum of 50 (fifty) total) and priority handling. This guarantee does not entitle the Client to refunds, credits, or cash compensation.

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4. PAYMENT GATEWAYS & THIRD-PARTY SERVICES

4.1. Client Responsibility

4.1.1. The Client must independently register and manage accounts with supported payment providers.

4.2. Limitation of Liability

4.2.1. Afridesign is responsible for technical integration only and is not liable for transaction failures, fraud, disputes, chargebacks, or withheld funds.

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5. SHIPPING, TAXES & LEGAL COMPLIANCE

5.1. Configuration Accuracy

5.1.1. Shipping and tax rules are configured based on Client-provided data. The Client is solely responsible for accuracy and legal compliance, including VAT.

5.2. POPIA & ECTA

5.2.1. The Client remains the Responsible Party for its customer data and online sales compliance under POPIA and ECTA.

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6. PRODUCT CONTENT & MAINTENANCE

6.1. Initial Setup

6.1.1.   Includes setup of up to **25 (twenty-five) products**.

6.2. Post-Launch

6.2.1.   Ongoing product management and updates must be handled by the Client or requested via allocated maintenance hours. Maintenance hours may not be used to materially expand the scope, functionality, or product volume of the store beyond the limits of the Store Launch Express Service.

7. PAYMENT TERMS & CANCELLATION

7.1. Fees

7.1.1.   A 50% (fifty percent) non-refundable deposit is required to commence. The balance is payable before the store is moved to Live status.

7.2. Cancellation of Base Plan

7.2.1.   If the underlying Afridesign Website Package is cancelled or suspended, the e-commerce store will be deactivated simultaneously. The Client agrees that no store data or configuration will be exportable upon termination.

7.2.2.   Any subsequent reinstatement of the applicable Store Launch Express Service following cancellation or suspension may be subject to a reinstatement or reactivation fee in accordance with the Afridesign Master Terms.

END OF STORE LAUNCH EXPRESS TERMS

AFRIDESIGN PRIVACY POLICY

Last Updated: 2026

Afridesign is committed to protecting Personal Information in accordance with POPIA, ECTA, and other applicable South African laws.

This Privacy Policy explains how we collect, use, store, share, and protect Personal Information when You use our website, Services, and Subscription Services.

This Privacy Policy forms part of the Agreement, and must be read together with the **Afridesign Master Terms**.

1. DEFINITIONS

1.1. **"Consent"** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information.

1.2. **"Data Subject"** means the persons whom Personal Information relates to, in this case Clients and Users.

1.3. **"Operator"** has the meaning ascribed to it in POPIA and refers to a third party who processes Personal Information for or on behalf of a Responsible Party in terms of a contract or mandate, without coming under the direct authority of that party.

1.4. **"Personal Information"** has the meaning ascribed to it in POPIA including but not limited to names and surnames, identity or passport numbers, email addresses, telephone numbers, financial or billing data, device or IP address data, usernames and passwords, demographic data, location data, employment information, and any other information that can be used to reasonably identify, relate to, describe, or be linked directly or indirectly, to a natural or juristic person.

1.5. **"Process"** or **"Processing"** means, in relation to Personal Information, any operation or activity or any set of operations, whether or not by automatic means, including without limitation:

    1.5.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

    1.5.2. dissemination by means of transmission, distribution, or making available in any other form; or

    1.5.3. merging, linking, as well as restriction, degradation, erasure, or destruction of information.

1.6. **"Responsible Party"** means a public or private body, such as Afridesign, or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information.

1.7. **"Special Personal Information"** refers to the categories in POPIA where processing is strictly prohibited, including but not limited to information related to children, religious or philosophical beliefs, race or ethnic origin, trade-union membership, political persuasion, health or sex life, biometrics and criminal behaviour data.

1.8. **"User"** means a visitor or user of the Afridesign website, which includes Afridesign Clients, available at https://www.afridesign.com, or any of the content or Services associated with such website or any part thereof.

2. RESPONSIBLE PARTY

2.1. For purposes of POPIA, Afridesign will be the party who will be collecting and processing a Client's Personal Information, and as such, is designated as the Responsible Party for purposes of this Privacy Policy.

2.2. Afridesign's contact details are as follows:

2.2.1. Email: privacy@afridesign.com

2.2.2. Website address: https://www.afridesign.com

2.3. Afridesign may instruct third party Operators from time to time to undertake certain processing activities relating to the Client's Personal Information in order to render the Services. By use of Afridesign's Services, Clients expressly consent to such third party processing.

3. PERSONAL INFORMATION WE COLLECT

We collect only the Personal Information reasonably necessary to provide and administer our services.

3.1. **Information Data Subjects provide directly**

3.1.1. This may include, without limitation:

3.1.1.1. Full name and surname;

3.1.1.2. Business name;

3.1.1.3. Email address;

3.1.1.4. Telephone number;

3.1.1.5. Physical or billing address;

3.1.1.6. Login credentials (where applicable); and

3.1.1.7. Support communications and correspondence.

3.1.2. This does not include Special Personal Information.

3.2. **Subscription, billing, and transactional data**

3.2.1. Subscription plan and service history;

3.2.2. Payment status and billing references; and

3.2.3. Invoices and tax-related records.

3.2.4. **Important:** Afridesign does **not** store full credit or debit card numbers. Payment processing is handled by authorised third-party payment providers.

3.3. Website and technical information

3.3.1. IP address;

3.3.2. Browser type and device information;

3.3.3. Server logs and error reports; and

3.3.4. Usage data required to operate, secure, and support the Service.

3.4. E-commerce end-customer data

(Store Launch Express)

3.4.1. Where Clients operate an online store:

    3.4.1.1. Afridesign Processes customer Personal Information only as an Operator on the Client's documented instructions and does not determine the purpose or means of Processing such data; and

    3.4.1.2. The Client remains the Responsible Party for that customer data under POPIA.

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4. PURPOSES AND LAWFUL BASIS FOR PROCESSING

4.1. Afridesign Processes Personal Information for the following purposes:

4.1.1. To provide and manage Subscription Services;

4.1.2. To build, host, maintain, and support websites and e-commerce stores;

4.1.3. To administer billing, payments, and account management;

4.1.4. To respond to enquiries and support requests;

4.1.5. To comply with legal and regulatory obligations;

4.1.6. To secure and maintain Afridesign systems; and

4.1.7. To communicate service-related information.

4.2. Processing occurs on the lawful bases of:

4.2.1. Contractual necessity;

4.2.2. Legal obligation;

4.2.3. Legitimate business interests; and

4.2.4. Consent, where required (e.g. marketing communications).

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5. GENERAL CONDITIONS FOR PROCESSING

5.1. Afridesign will Process Personal Information only on a lawful basis, and in a fair, reasonable and transparent manner.

5.2. Afridesign collects Personal Information for specific, explicit and lawful purposes related to its Services.

5.3. Afridesign will collect and use Personal Information that is adequate, relevant, and not excessive for the stated purposes.

5.4. In all Processing, Afridesign will respect Data Subject's privacy rights and avoid unnecessary prejudice or infringement. Where limitation of privacy cannot be reasonably avoided, Afridesign will ensure a justifiable basis exists and that appropriate safeguards are in place.

6. FURTHER PROCESSING

6.1. Afridesign shall not Process a Data Subject's Personal Information for any purpose not previously specified except in the following circumstances:

6.1.1. Where the Data Subject has consented to such further Processing;

6.1.2. Where further Processing is necessary for the exercise of any contractual rights or the fulfilment of any obligations between Afridesign and the Data Subject;

6.1.3. Where further Processing activities are linked to or compatible with the original purpose;

6.1.4. Where further Processing is necessary for the prevention, detection, investigation, prosecution, and punishment of an offence;

6.1.5. Where further Processing is necessary to enforce any law;

6.1.6. Where further Processing is necessary for the conduct of legal proceedings in any court or tribunal that have commenced or are reasonably contemplated;

6.1.7. Where further Processing is necessary to prevent or mitigate a serious and imminent threat to the life or health of a Data Subject or another person; and

6.1.8. Where further Processing is necessary for historical, statistical, or research purposes.

6.2. Afridesign shall ensure that if it intends Processing Personal Information for other purposes not previously specified, it shall notify the Data Subject of such further purposes and the possible consequences of the intended further Processing for the Data Subject.

7. CONSENT

7.1. The Data Subject hereby Consents to the Processing of its Personal Information in terms of this Privacy Policy.

7.2. The Data Subject agrees that such Consent has been given freely and voluntarily after the Data Subject has read and understood the provisions of this Privacy Policy, in particular, regarding the following:

7.2.1. The types of Personal Information Processed, including Special Personal Information;

7.2.2. The specific Processing activities to be undertaken;

7.2.3. The specific purpose for such Processing; and

7.2.4. The possible consequences for the Data Subject that may arise from such processing.

7.3. Should a Data Subject wish to withdraw any Consent previously provided, it must contact Afridesign in writing.

8. ACCURACY, CORRECTNESS AND COMPLETENESS

8.1. Afridesign shall take reasonably practicable steps to ensure that the Personal Information of Data Subjects is complete, accurate, not misleading, and is updated when necessary.

8.2. If a Data Subject is aware of any Personal Information in Afridesign's custody that is incorrect, inaccurate, or which needs to be updated, the Data Subject agrees that it must make a written request to Afridesign to update or correct the relevant Personal Information.

8.3. If a Data Subject contests the accuracy of any Personal Information being Processed by Afridesign, it shall immediately stop using such Personal Information until its accuracy has been verified, if it is reasonably practicable to do so.

8.4. Afridesign reserves its right to only comply with a request from a Data Subject in terms of clause 8.2 above if the correction or updating of such Personal Information will result in the Personal Information being correct and accurate.

9. MARKETING COMMUNICATIONS

9.1. Afridesign will send marketing communications only where permitted by law.

9.2. Data Subjects may opt out at any time using the unsubscribe mechanism or by contacting Afridesign.

9.3. Service-related communications (billing, notices, operational updates) are not optional.

10. SHARING OF PERSONAL INFORMATION

10.1. Afridesign does **not** sell or trade Personal Information.

10.2. Afridesign may share Personal Information with trusted Operators only where necessary to provide the Services, including without limitation:

10.2.1. Hosting and infrastructure providers (e.g. Afrihost);

10.2.2. Payment processors;

10.2.3. Email and communication service providers; and

10.2.4. Analytics and security providers.

10.3. All Operators process Personal Information under contractual obligations to maintain confidentiality and appropriate security safeguards.

11. CROSS-BORDER PROCESSING

11.1.   Some service providers may process Personal Information outside South Africa.

11.2.   Where this occurs, Afridesign ensures that:

     11.2.1.   Adequate data protection safeguards are in place, and
     11.2.2.   Processing complies with POPIA's cross-border transfer requirements.

12. DATA RETENTION

12.1.   Afridesign retains Personal Information only for as long as necessary to:

     12.1.1.   Fulfil the purposes set out in this Privacy Policy; and
     12.1.2.   Comply with legal, accounting, or regulatory obligations.

12.2.   Clients agree that upon termination or downgrade of Services:

     12.2.1.   Website and Service data may be permanently deleted;
     12.2.2.   Afridesign is under no obligation to retain or restore data;
     12.2.3.   Clients will continue to be responsible for maintaining their own backups; and
     12.2.4.   Deleted data may not be recoverable, and reinstatement of Services does not guarantee restoration of prior data or configurations.

12.3.   This aligns with the **non-portability and data deletion provisions** in the Afridesign Master Terms.

13. SECURITY SAFEGUARDS

13.1.   Afridesign implements reasonable technical and organisational measures to protect Personal Information, including without limitation:

     13.1.1.   Access controls;
     13.1.2.   Secure infrastructure; and
     13.1.3.   Limited internal access on a need-to-know basis.

13.2.   Clients acknowledge that while Afridesign takes data protection seriously, no system can be guaranteed to be completely secure.

13.3.   If Personal Information of a Data Subject is inadvertently leaked or Afridesign's security has been unlawfully breached by an unauthorised person, Afridesign shall as soon as reasonably possible, identify the affected Data Subjects and contact them at their last known email address or contact details or the quickest means possible.

13.4.   Afridesign shall provide reasonable information to allow the Data Subject to take the necessary protective measures against the potential consequences of the security

compromise, or shall advise Data Subjects of the steps to be taken by them, and the possible consequences for the Data Subject that may ensue from the security compromise.

14. DATA BREACHES

14.1.   Where required by law, Afridesign will notify affected Data Subjects and the Information Regulator of any security compromise involving Personal Information.

15. DATA SUBJECT RIGHTS

15.1.   In terms of POPIA, Data Subjects have the right to:

15.1.1.   Request access to its Personal Information;

15.1.2.   Request correction or deletion of Personal Information;

15.1.3.   Object to processing in certain circumstances;

15.1.4.   Withdraw consent (where processing is based on consent); and

15.1.5.   Lodge a complaint with the Information Regulator of South Africa.

15.2.   Requests may be submitted to privacy@afridesign.com. Afridesign may require verification of identity before processing requests.

16. CHILDREN'S INFORMATION

16.1.   Afridesign does not knowingly collect Personal Information or Special Personal Information relating to minors without appropriate consent. If such information is identified, it will be deleted as required by law.

17. COOKIES AND TRACKING

17.1.   Our website may use cookies and similar technologies to:

17.1.1.   Enable core functionality

17.1.2.   Improve performance and Data Subject experience

17.2.   The provisions of this clause 17 are only applicable to cookies used by Afridesign. In some instances, third-party service providers may use cookies on the Afridesign website. Afridesign does not control or access cookies used by third-party service providers and the Client agrees that Afridesign shall not be responsible in this regard.

17.3.   Data Subjects may manage cookie preferences through their browser settings. Disabling cookies may affect site functionality.

18. THIRD-PARTY WEBSITES

18.1.   Our website may contain links to third-party sites. Data Subjects agree that Afridesign is not responsible for the privacy practices or content of those sites. Data Subjects should review applicable third-party privacy policies.

19. CHOICE OF LAW

19.1.   This Privacy Policy shall be governed and interpreted in accordance with the laws of South Africa.

20. CHANGES TO THIS POLICY

20.1.   Afridesign may update this Privacy Policy from time to time. The latest version will always be available on the Afridesign website.

20.2.   Material changes will apply prospectively. Continued use of Afridesign Services constitutes acceptance of the updated Privacy Policy.

21. CONTACT

21.1.   For privacy-related queries or requests, please contact: **privacy@afridesign.com**

END OF PRIVACY POLICY