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Rytronix (PTY) Ltd.

Terms & Conditions.

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Rytronix (Pty) Ltd – Terms & Conditions

Terms and Conditions

1. Introduction and Acceptance

- 1.1 **Overview.** These Terms and Conditions ("Terms") govern all use of and services provided by **Rytronix (Pty) Ltd** ("**Rytronix**", "**we**", "**us**" or "**the Company**"), a South African private company (Registration No. 2025/199320/07). Our principal place of business is at 9 Adjutant Road, Elma Park, Edenvale, South Africa, and you can contact us at info@rytronix.co.za or **+27 87 821 3351**. These Terms apply when you access our website (www.rytronix.co.za) ("**Website**"), or when you order or use any of our IT, web, software, automation, hosting or related services ("**Services**"), or purchase any products or hardware ("**Goods**") from us. By using the Website or engaging our Services, you ("**Customer**", "**client**" or "**you**") acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must refrain from using our Website or Services.
- 1.2 **Legal Capacity.** By entering into these Terms, you represent that you are at least 18 years old and have the legal capacity to form a binding contract. If you are signing on behalf of a company or other entity, you warrant that you have the authority to bind that entity to these Terms. If you are under 18 or not legally permitted to agree to these Terms, you may use the Website or Services only with the involvement and consent of a parent or legal guardian, who will be held responsible for your compliance with these Terms.
- 1.3 **Consumer Protection and ECTA.** These Terms have been drafted with the intent to comply with South African law, including the **Consumer Protection Act, 68 of 2008** ("**CPA**"), the **Electronic Communications and Transactions Act, 25 of 2002** ("**ECTA**"), and all other applicable legislation. Nothing in these Terms is intended to unlawfully restrict or avoid any rights or obligations that you or Rytronix have in terms of the CPA or other applicable laws. If you qualify as a "consumer" under the CPA or ECTA, you may have specific rights that cannot be waived or limited except as allowed by law, and we acknowledge those rights. In the event of any conflict between these Terms and any mandatory provisions of law, the provisions of law will prevail to the extent of the conflict.
- 1.4 **Changes to Terms.** Rytronix may amend or update these Terms from time to time. We will make the latest version of the Terms available on our Website, and indicate the effective date. Continued use of the Services or Website after such changes constitutes your acceptance of the updated Terms. If you do not agree with changes to the Terms, you must stop using the Services and may terminate as provided herein.

2. Definitions

In these Terms, unless the context indicates otherwise, the following terms have these meanings:

- **“Services”** – The range of services offered by Rytronix, including but not limited to smart home and business automation installations, IT infrastructure setup, software and web development, website design, website hosting, e-commerce solutions, graphic design, and any support or maintenance services related thereto.
- **“Goods”** – Any tangible products, hardware or equipment supplied by Rytronix, either sold independently or as part of a project (for example, smart devices, networking hardware, CCTV cameras, or other IT equipment).
- **“Website”** – The website owned and operated by Rytronix (currently at www.rytronix.co.za) and any subdomains or online portals through which Services can be ordered or managed.
- **“Client Content”** – All data, information, images, videos, text, graphics, software, or other materials that you or your end-users provide to Rytronix or upload, publish or store using our Services or on any website or application we develop or host for you.
- **“POPIA”** – The Protection of Personal Information Act, 4 of 2013, a South African law regulating the processing of personal information.
- **“Business Day”** – Any day other than a Saturday, Sunday or public holiday in South Africa. Business hours are 08h00 to 17h00 local time on Business Days.

(Any other capitalized terms not defined here shall have the meaning given elsewhere in these Terms.)



3. Scope of Services

3.1 Service Offering. Rytronix offers integrated technology solutions, which may include:

- (a) **Smart Home/Business Automation** (design and installation of intelligent systems such as lighting control, HVAC automation, security and surveillance systems, etc.),
- (b) **IT Infrastructure & Operations** (network cabling, server setup, hardware procurement and installation, power management solutions, etc.),
- (c) **Software & Web Development** (development of custom software, websites – including corporate and e-commerce sites, mobile apps, integrations with third-party systems, etc.),
- (d) **Website Hosting and Maintenance** (hosting of websites or applications on servers, ongoing support, security updates, content updates within maintenance hours, etc.), and
- (e) **Graphic Design & Branding** services. These Terms apply to all such Services and any combination thereof provided to the Customer, as well as any sale of Goods by Rytronix related to the provision of these Services.

3.2 Service Packages. Certain Services (particularly web design and hosting services) may be offered as standardized packages (for example, **Bronze, Silver, Gold, Platinum** tiers for standard or e-commerce websites), which include specified features, hosting resources (such as bandwidth, storage, email accounts), support levels, and a set number of maintenance hours or updates per month. The details of each package, including pricing, included services and any limits, will be communicated to you via our Website or in a service order or proposal. By selecting a package or Service level, you agree to the fees and limitations associated with that package as described at the time of order. Rytronix may introduce new packages or modify existing packages (including adjusting quotas or features) from time to time, but any such change will not retroactively reduce the core features of your current package without offering you an appropriate option to migrate or cancel.

3.3 Custom Services. In addition to standardized packages, Rytronix provides bespoke solutions (such as custom software development projects, large-scale infrastructure projects, or tailored automation systems). Such custom Services may be governed by a separate written proposal or agreement (such as a scope of work, quotation, or project contract) accepted by the Customer. If a separate written contract is signed for a project, the terms of that contract will apply together with these Terms. In case of direct conflict between these general Terms and the specific provisions of a signed written contract with you, the specific contract's terms shall prevail for that project, to the extent of the conflict.



4. Customer Account and Use of Website

- 4.1 **Account Registration.** To order Services or interact with certain parts of our Website, you may need to create an account or provide certain information. You agree to provide accurate, current, and complete information as required for registration or ordering, including your full name (or business name), identification or company registration number, VAT number (if applicable), billing address, physical address, contact phone number, and a valid email address. You are responsible for keeping your account information up to date. The credentials (username and password or any secure access tokens) for your account must be kept confidential. You are responsible for all activities that occur under your account. If you suspect any unauthorized use of your account or a breach of security, you must notify Rytronix immediately. We will not be liable for any loss or damage arising from unauthorized access resulting from your failure to secure your credentials.
- 4.2 **Permitted Use.** You may use our Website and Services only for lawful purposes and in accordance with these Terms. You agree not to use any device, software, script, or routine to interfere or attempt to interfere with the proper working of the Website or any Service, nor to bypass any security measures. You further agree not to use the Website to transmit any malicious code, viruses, or to collect other users' information without authorization. We reserve the right to suspend or terminate your access to the Website or Services if we suspect any misuse or security compromise, without prejudice to our rights to take further legal action.
- 4.3 **Website Content and Links.** The content on the Rytronix Website, including text, images, logos, graphics, software and design, is owned by or licensed to Rytronix and protected by intellectual property laws. You are not permitted to copy, distribute, modify, or republish any content from our Website without our prior written consent, except to the extent expressly allowed by law or enabled by share functions on the site. Our Website may contain links to third-party websites or resources which are not under our control. These links are provided for convenience only and do not imply any endorsement by Rytronix. If you follow third-party links, you do so at your own risk. Rytronix is not responsible for the content, availability, or privacy practices of any third-party websites. We shall not be liable for any loss or damage arising from your use of or reliance on any third-party websites.



5. Orders, Quotes and Agreement Formation

- 5.1 **Quotations and Orders.** You may request Services or Goods from Rytronix by contacting us for a quote or by selecting a package or product on our Website or via email confirmation. A quote or proposal provided by Rytronix is an invitation to treat and not a binding offer. After you review the quote and communicate your acceptance (either by signing a proposal, clicking acceptance online, or sending written confirmation), an order is placed. An order is only deemed accepted (and a binding agreement formed) when Rytronix confirms acceptance in writing or commences performance. We reserve the right to refuse or cancel any order prior to acceptance, for example if a Service or product is unavailable, if you do not meet eligibility criteria, or in case of obvious errors.
- 5.2 **Electronic Transactions.** Where you place an order via our Website or electronically, the following steps generally apply:
- (a) you select the desired Service package or Goods and add them to your virtual cart or inquiry list;
 - (b) you provide the required information and any specifications;
 - (c) you will be required to confirm your acceptance of these Terms (e.g., by checking a box or clicking "I agree") before submitting the order;
 - (d) we may redirect you to a payment gateway or invoice for payment details;
 - (e) you will receive an acknowledgement (such as an email confirmation) that your order was received;
 - (f) we will then review and either accept the order by sending a confirmation (or delivering the Service/Goods), or contact you if there are issues (such as stock unavailability, technical limitations, or need to clarify requirements).

Please note that automated acknowledgements do not constitute final acceptance of your order; the definitive acceptance is our explicit confirmation or delivery.

- 5.3 **Cooling-Off Period (Electronic Transactions).** If you are a natural person (an individual) and you order our Services or Goods *electronically* (through our Website or via electronic communication) for purposes unrelated to your business (i.e., as a “consumer”), you may have the right to cancel the electronic transaction without reason or penalty within **seven (7) calendar days** after the date of conclusion of the agreement, in accordance with Section 44 of ECTA.

If you qualify and choose to exercise this cooling-off right, you must send us a written cancellation notice within the 7-day period. You will be entitled to a full refund of any amounts already paid for the cancelled Services/Goods (minus any direct costs we incurred in enabling the transaction, such as non-refundable domain registration fees or bank charges), and such refund will be processed within thirty (30) days of your cancellation notice.

Exceptions: This cooling-off right will **not** apply in certain cases as allowed by law, including

- (i) if the Service to be provided began with your consent during the 7-day period (for example, if you requested us to start the hosting or development work immediately and we have commenced work),
- (ii) if the Goods ordered were made to your specifications, are clearly personalized for you, or by their nature cannot be returned (this may include custom-built systems or licensed software activated for you),
- (iii) if the Goods are audio, video recordings or software and you have unsealed them, or if digital content has been delivered electronically,
- (iv) services which by their nature have been fully performed within the 7-day period or which you agreed to waive the right to cancel. Apart from the cooling-off rights under ECTA (when applicable), any other cancellation of orders by the Customer may be subject to charges or forfeiture of deposit as described in these Terms or in a specific agreement.

- 5.4 **Commencement of Services.** For once-off or project-based Services, Rytronix will typically commence work after the agreement is formed and any initial payment (such as a deposit) is received, unless otherwise agreed. For subscription Services (like hosting), service activation will generally occur shortly after order acceptance and necessary setup steps (and possibly initial payment) are completed. We will make reasonable efforts to meet any agreed commencement or delivery dates, but we do not guarantee any start date or project completion date unless expressly stated in writing as a binding timeline. Any timeline provided is an estimate and subject to adjustment if delays occur due to circumstances outside our control or due to your delay or change requests.

6. Customer Responsibilities and Cooperation

- 6.1 **Provision of Information and Materials.** The timely and effective delivery of our Services relies on your full cooperation. You agree to promptly provide all information, materials, instructions, approvals, and access reasonably required by Rytronix to perform the Services. This includes, without limitation: providing text content, images, logos, product descriptions, pricing and inventory data for e-commerce sites, access credentials to existing systems or hosting accounts if we are deploying on them, and timely feedback or sign-off at designated project milestones. All information and content you supply must be accurate, complete, and up-to-date. You represent and warrant that you have all necessary rights to provide the materials and content to us for the purposes of the Services (including any necessary licenses or consents from third-party copyright holders, if applicable).
- 6.2 **Client Delays.** You acknowledge that any delay by you in fulfilling your obligations (such as delayed content provision, slow feedback, or late payment) can impact project timelines and our ability to deliver on schedule. Rytronix will not be responsible for any failure to meet a projected deadline or any negative consequences arising from such delays when the delay is caused by your action or omission. In the event of significant delays on your part (including failure to provide required content or feedback for a period exceeding a reasonable timeframe specified by the project plan or our request), we may reschedule work at our discretion and shift timelines accordingly. If a delay caused by you exceeds **30 days**, Rytronix may elect to put the project on hold and invoice you for work performed up to that point. For lengthy delays, a project re-initiation fee or adjustment of fees might be required to resume work (for instance, to account for changing costs or the need to reassign resources), and you will be informed of such implications. Consistent failure to meet obligations may be treated as a material breach and may entitle Rytronix to terminate the Services under clause 14.2.
- 6.3 **Approvals and Testing.** Where a Service involves development of deliverables (such as a website or software module), you are responsible for reviewing deliverables and providing feedback or approval in a timely manner at agreed review points. Your approval (whether explicit or deemed after a certain time with no objection) signifies that the deliverable meets your requirements. We will make any reasonable changes you request that are within the scope of the agreed specification, but changes or additions outside the original scope may result in additional fees or an amended timeline (we will inform you and seek your approval for any such additional charges before proceeding). For e-commerce websites or applications with complex functionality, you are responsible for performing final acceptance testing of all features (with our assistance as needed) before the site/application goes live. Rytronix will use best efforts to remedy any issues found in testing that deviate from the agreed specifications. After launch or completion, any further changes or bug fixes will be handled as maintenance or new work unless covered by warranty or support as per clause 11.2.



- 6.4 **Use of Services and Compliance.** The Customer is responsible for using the Services in accordance with these Terms and for complying with all laws and regulations applicable to their use of the Services or any products derived from the Services (for example, if you operate an e-commerce website we host, you must comply with consumer protection laws, distance selling laws, and data protection laws in dealings with your customers). You must ensure that your employees or agents who interact with Rytronix or use the Services on your behalf are made aware of and adhere to these Terms. You are also responsible for keeping your own backups of any content or data that you upload to our systems or that is generated through your use of the Services (unless you have confirmed that backup services are included and we explicitly assume that responsibility in writing). While we may implement routine backups for hosting services, we do not guarantee that any specific data backup can be recovered, and you should maintain independent backups of important data.
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7. Fees, Billing and Payment

- 7.1 **Prices and Currency.** All prices for Services or Goods will be communicated in South African Rand (ZAR) unless otherwise stated. Rytronix is not currently registered for VAT (unless we explicitly indicate that VAT is included or applicable on an invoice, in which case we will provide our VAT registration number and the VAT amount). We reserve the right to adjust the pricing of our packages or services from time to time, provided that for ongoing subscription Services, we will give you at least 30 days' notice of any price increase. Quotes or proposals are generally valid for a limited period as stated on the quote (e.g., 14 or 30 days); if not stated, prices are subject to change until acceptance.
- 7.2 **Deposit and Commencement Fees.** For certain projects or custom Services, we may require a deposit or initial payment before commencing work. The standard deposit, if not otherwise specified, is 50% of the total project fee for development or custom work. For hardware or Goods purchases, we may require full or partial upfront payment especially if those items must be ordered on your behalf. Any required upfront payment will be specified in our quote or order process. We are not obligated to begin work or procure materials until such payment is received.
- 7.3 **Subscription Billing.** Our hosting and website maintenance packages (Bronze, Silver, Gold, Platinum, etc., whether for standard or e-commerce sites) and any other ongoing Services are billed on a subscription basis. This means you will be charged a recurring fee (monthly, unless otherwise agreed, such as annually) for as long as the Service continues. The billing period will typically start on the date the Service is activated and recur on that same day each month (or the last day of shorter months, if applicable). Fees for the upcoming period are due in advance. We will either send you a monthly invoice which must be paid by the due date, or charge your provided payment method automatically (if you authorize such). By subscribing to a Service, you authorize Rytronix to invoice you on a recurring basis and, if applicable, to charge any stored payment card or execute any debit order you have approved for the fees. It is your responsibility to ensure that payment details are up to date and that sufficient funds are available on due dates.
- 7.4 **Payment Methods.** We accept payment via electronic funds transfer (EFT), major credit cards, debit cards, or other payment methods as indicated on our Website or invoice (such as certain online payment gateways or services). Cash payments are not accepted for security reasons. Where you pay via credit card or an online payment provider, you confirm that you are the authorized user of the card or account. All payments must reference the invoice number or client account to ensure proper allocation. You are responsible for any bank charges or fees associated with your chosen payment method (for example, international transfer fees or card transaction fees, if any).

- 7.5 **Late or Non-Payment.** Time is of the essence for your payment obligations. If you fail to pay any invoice by its due date, we reserve the right to
- (a) charge interest on the overdue amount at the maximum rate permitted by the Prescribed Rate of Interest Act (which is currently **prime interest rate + 2%** per annum, calculated daily) from the due date until payment is received in full;
 - (b) suspend the provision of Services (including disabling websites or systems we host for you) after giving you at least **7 days' notice** of overdue payment and an opportunity to cure; and/or
 - (c) withhold delivery of any work product or credentials. If payment is not received within **7 days** after our notice, we may suspend your Services.

If payment is not received within **30 days** of the original due date, Rytronix shall be entitled to terminate the affected Services for material breach as per clause 14.2 and pursue any outstanding amounts via collections.

Reactivation of suspended services due to non-payment shall be at our discretion and may be subject to a reasonable **reactivation fee** (for example, a fee to cover administrative costs of re-enabling a hosting account after suspension). You agree to pay all costs (including legal fees on an attorney-client scale and collection agency costs) that we may incur in recovering overdue amounts from you.

- 7.6 **No Set-Off.** All payments must be made in full without set-off, deduction, or withholding for any counter-claim. If you believe an invoice is incorrect or in dispute, you must promptly contact us to discuss it, but you remain obligated to pay any undisputed portion by the due date. We will not suspend services for amounts genuinely disputed in good faith, provided you have notified us in writing of the dispute before the due date and pay any undisputed amounts.
- 7.7 **Third-Party Costs.** Certain Services may involve third-party costs that we incur on your behalf (for example, domain name registration fees, third-party software licenses, or usage fees for third-party APIs/integrations). Such costs will either be included in our fees (and identified as such) or passed through to you at cost. If any third-party costs increase, or currency fluctuations significantly affect them, we reserve the right to adjust charges for those items with notice to you. In case of termination or cancellation, note that third-party fees (such as domain registrations) are often paid upfront and are non-refundable; we will not refund any third-party charges that we cannot recover ourselves.

8. Hosting Services and Fair Use

- 8.1 **Uptime and Service Level.** Rytronix will use reasonable care and skill in providing continuous hosting services and will make commercially reasonable efforts to ensure the availability of hosted websites and systems. However, we do not guarantee 100% uptime or uninterrupted service. Unless a specific Service Level Agreement ("SLA") is agreed in writing for your hosting service, all hosting is provided on a "best effort" basis. There may be occasional downtime for maintenance, upgrades, or circumstances beyond our control. We will try to perform scheduled maintenance during off-peak hours and will give advance notice of significant maintenance downtime via email or our Website. In the event of unscheduled outages, we will work to restore service as soon as practicable. We are not liable for any loss or damage arising from or in connection with any downtime or service unavailability, except to the extent provided in an SLA (if any) or as otherwise expressly provided in these Terms.
- 8.2 **Data Backups.** Unless explicitly included in your hosting package, routine data backups of your website or content are performed at Rytronix's discretion for server administration purposes, and are not guaranteed for your use. It is your responsibility to keep independent backups of your web content, databases, and any other data stored on our servers. If backups are included in your plan, we will follow the stated backup schedule (e.g., daily or weekly backups), but we still encourage you to maintain personal copies of critical data. In the event of data loss on our systems, our liability is limited as described in clause 12, and we will assist in restoring from available backups if possible, but we cannot guarantee that any lost data can be recovered.
- 8.3 **Maintenance Hours and Requests.** Each hosting or support package may include a certain number of maintenance or support hours per month (for example, content updates, small design tweaks, or technical support requests). Included hours cannot be carried over to subsequent months if unused, unless expressly permitted in your specific package terms. "Maintenance requests" should be reasonable in scope – generally tasks that can be completed within the included time. If you submit maintenance or support requests that exceed your package's included hours or are overly frequent or time-consuming, Rytronix will inform you that additional charges apply for further work. We may offer you the option to upgrade to a higher package or to purchase additional support hours at our standard rates. We reserve the right to defer or limit servicing of requests that would unreasonably exceed the scope of your plan until additional fees are arranged.

- 8.4 **Fair Use (Bandwidth/Storage).** Rytronix's hosting plans are subject to **fair use limits** on resources such as bandwidth (data transfer), disk storage, CPU/RAM usage, and email send/receive volumes, as per the package description. These limits are designed such that typical websites within the intended use of a given package will not exceed them. If your usage is significantly higher than the average usage of similarly situated customers on the same plan, or if it exceeds the defined limits of your plan, we will notify you and may require an upgrade to a more suitable plan or the payment of excess usage fees. In extreme cases (e.g. your site causing network congestion, affecting other customers or system stability), we reserve the right to temporarily throttle or restrict your resource usage to protect overall service integrity. We will not intentionally shut down your site for exceeding fair use without providing a warning and opportunity to cure or mitigate, except where necessary to prevent immediate harm to the network or others. Unusually high usage that is inconsistent with normal website operation (such as hosting large files for download or using the web hosting as a file sharing hub) is not permitted without prior arrangement.
- 8.5 **Domain Name Services.** If we assist you with domain name registration or renewal as part of our Services:
- (a) You acknowledge that domain registrations are subject to availability and the policies of the relevant registry or authority (e.g., the ZA Central Registry for .za domains). We do not guarantee that any particular domain name is available or will be successfully registered until we confirm such to you.
 - (b) You must provide accurate and complete information for the domain WHOIS records as required by ICANN and/or local domain regulations; you authorize us to use the provided information to register the domain in your name (or your organization's name).
 - (c) You are responsible for all fees associated with domain registration and renewal. Domain fees are typically payable in advance and are non-refundable once the domain is registered, because the registry and registrar do not refund in case of cancellation.
 - (d) Domain names are registered in yearly increments (or other periods, depending on TLD) and must be renewed before expiry to avoid loss of the domain. We will endeavor to remind you of upcoming renewals if you registered the domain through us, but final responsibility for tracking and ensuring renewal rests with you. We are not liable for any loss of a domain due to failure to pay renewal fees on time or due to incorrect contact information that prevents required notices.
 - (e) All domain registrations are also governed by the terms and conditions imposed by the relevant registrar and registry. By requesting a domain through us, you agree to abide by those third-party terms (which are usually available on the registrar's website or provided upon registration). For example, .co.za domains are subject to ZA Central Registry policies and the registry may have dispute resolution rules for domain ownership conflicts. We can provide you with applicable domain terms on request.

9. Acceptable Use and Client Content

- 9.1 **Prohibited Content and Activities.** You are solely responsible for all Client Content and data that you or your end-users upload, publish, transmit, or store using our Services. You agree that you will not use the Services to host, publish, distribute, transmit or store any content or engage in any activity that:
- (a) is illegal under South African law or the laws of any jurisdiction applicable to your use of the Services or your content (this includes, for example, content that is defamatory, constitutes illegal hate speech or harassment, fraud, child sexual abuse material, or contravenes intellectual property laws);
 - (b) is harmful, deceptive, or objectionable, including content that contains viruses, Trojan horses, worms, ransomware or other malicious code, or any content designed to disrupt or impair the operation of any software, hardware or network;
 - (c) infringes or misappropriates the intellectual property rights, privacy rights, or other rights of any third party (for example, uploading copyrighted material for which you have no permission, or using someone's likeness or personal data without consent);
 - (d) violates any export control or sanctions regulations (for instance, making software or information available to countries or persons in violation of international sanctions); or
 - (e) in the context of email or communications services, constitutes unsolicited bulk email or spam, phishing, or any form of abusive messaging.

Unlawful or prohibited activities also include using the Services to carry out or facilitate any denial of service attacks, network scanning, penetration testing without authorization, or any similar activities that could harm Rytronix or others.

- 9.2 **Intellectual Property Warranty and License.** You warrant that all Client Content you provide to Rytronix for use in the performance of Services (such as images, text, logos, videos, data, or code) is either owned by you or properly licensed for your use, and that our use of such content to perform the Services or incorporate into deliverables will not infringe the copyright, trademark, trade secret, patent or other intellectual property or personal rights of any third party. You retain any intellectual property rights in the Client Content that you already hold; by providing it to us, you are not transferring ownership of your content to us. However, you hereby grant Rytronix a non-exclusive, royalty-free license to use, reproduce, adapt, modify, publish, and create derivative works from your Client Content **solely for the purpose of delivering the Services to you** (for example, copying your content onto a web server for hosting, or modifying your provided text/image as part of designing your website). This license extends to trusted third-party service providers or subcontractors we use in providing the Services, but only for the same limited purposes. Once our Services involving your content are completed or terminated and upon settlement of all amounts due to us, we will upon your request remove or return your Client Content that remains on our systems, subject to our rights to retain copies as required by law or archival purposes (as described in the Privacy Policy or any data processing terms).
- 9.3 **Monitoring and Takedown.** While Rytronix is not responsible for pre-screening content, we reserve the right (but do not assume an obligation) to monitor your content and usage of Services for compliance with these Terms and applicable law. If we become aware (whether through a third-party complaint or our own observation) of any content or activity that may violate these Terms or infringe any law or rights, we may act to address it. Such action may include notifying you to remove or disable access to certain content, or in cases of serious or obvious violations, directly suspending or removing the content ourselves (especially if required by law or to prevent ongoing harm). In accordance with ECTA and applicable safe harbor provisions, our policy is to respond expeditiously to formal notifications of unlawful content. If we receive a valid takedown notice or infringement notice regarding content on your website or account, we will endeavor to notify you (unless prohibited by law or if the circumstances clearly require immediate action) so that you may respond or address the issue. We may, however, remove or disable access to the content if in our reasonable opinion it is likely unlawful or exposes us to liability. We will, where possible, give you a chance to cure or explain the alleged violation within a reasonable period. Repeated infringements or egregious violations of the Acceptable Use requirements may result in termination of your account or Services, in addition to any other remedies available to us.

- 9.4 **Indemnity for Content and Use.** You agree to **indemnify and hold harmless Rytronix**, its directors, employees, contractors and agents, from and against any and all claims, damages, losses, liabilities, lawsuits, judgments, costs and expenses (including reasonable attorneys' fees) arising out of or related to:
- (a) the Client Content you provide or publish through the Services, including any allegation that such content infringes a third party's intellectual property or other rights, or that it is defamatory or unlawful;
 - (b) your use of the Services in breach of clause 9.1 (Prohibited content/activities) or any other misuse of the Services by you or someone using your account; or
 - (c) any transactions, interactions or disputes between you and any of your own customers or end-users (for instance, if you run an e-commerce store on a site we host, any issue between you and your customer is between you and them, and if we incur any claim or liability as your hosting provider stemming from your business dealings, you will indemnify us).

This indemnity obligation will survive termination of the Services. We agree to notify you promptly of any such claim and to permit you to defend or settle the claim (provided that such settlement does not impose any non-monetary obligations on us or admit liability on our behalf without our consent). We have the right to participate in the defense with counsel of our choice at our own expense.

- 9.5 **Client's End-User Data & Privacy.** If you use our Services to host or process personal information of third parties (for example, if your website has user accounts, or you store your customers' details), you acknowledge that you are the Responsible Party (data controller) for such personal information, and we act merely as an Operator (data processor) on your behalf. You are responsible for ensuring that collection and processing of such personal data complies with POPIA and other data protection laws. This includes having a proper privacy policy on your site, obtaining any necessary consents from data subjects, and responding to data subject requests. We will not access or use the personal data of your end-users except as necessary to provide the Services or as required by law. We will process any personal data we have access to strictly per your instructions (as given through use of the Services and configuration) and in accordance with the data processing and security commitments outlined in our Privacy Policy and in these Terms. You must ensure that you do not request or use the Services in a way that would cause us to violate any data protection law. For example, you should not ask us to receive or store credit card information without appropriate security measures, or to send unsolicited marketing emails to addresses collected without consent. We will assist you with reasonable technical and organizational measures to secure personal data and to accommodate your needs in fulfilling obligations towards data subjects (e.g., deleting or retrieving data upon instruction), but we may charge a reasonable fee for excessive assistance requests that go beyond routine support.



10. Intellectual Property Rights

- 10.1 **Rytronix Intellectual Property.** Rytronix retains all right, title, and interest in and to its own intellectual property, including but not limited to any pre-existing code, software, tools, frameworks, methodologies, documentation, know-how, designs, templates, logos, trademarks, and trade names that we use or provide in the course of delivering Services ("**Rytronix IP**"). Except for the limited license to use content on our Website as described in clause 4.3 or as necessary to receive the benefit of the Services, nothing in these Terms transfers any ownership of Rytronix IP to you. If and to the extent that any Rytronix IP is incorporated into a deliverable we create for you (for example, we use our proprietary library or a generic module within the website we develop for you), then **Rytronix grants you a non-exclusive, non-transferable, royalty-free license** to use that Rytronix IP as part of the deliverable, solely for the purpose for which the deliverable was provided and subject to your compliance with these Terms and full payment of all fees. You may not separate out and use the Rytronix IP apart from the deliverable or project for your own commercial purposes without our explicit written consent.
- 10.2 **Deliverables and Assignment.** Subject to 10.1 above and any third-party rights, upon your full payment for a project or deliverable, Rytronix will assign to you all intellectual property rights in the final deliverables specifically created for you under that project. For example, this means that the custom graphics, the specific code unique to your website, or the text content we wrote for you will become your property once you have paid for the project in full. To the extent such rights are capable of assignment and were not already your property or licensed from you, we agree to sign any additional documents reasonably required to effect or record the transfer of those proprietary rights to you. However, Rytronix reserves the right to retain copies of all works produced for record-keeping, portfolio or internal reference purposes (excluding any of your confidential data or personal information). We also retain the right to reuse general know-how, skills, or techniques learned or developed during a project, as well as any generalized frameworks or code that are not unique to you, in our business for other clients, provided that in doing so we do not use or disclose your confidential information or infringe your specific intellectual property.



- 10.3 **Third-Party Materials.** We may utilize or include third-party software, libraries, plugins, fonts, stock images, or other media in the course of delivering Services or in final deliverables. Some of these third-party materials may be open-source or under their own license terms (for example, a website might include WordPress CMS, or a mobile app might utilize an open-source library). We will ensure that any third-party components are used in compliance with their licenses and will inform you of any material third-party license terms you need to be aware of for the ongoing use of the deliverable. You agree to abide by any relevant third-party license terms (for instance, if an open-source component requires attribution, you will not remove such attribution from the deliverable). If a third-party software or service (such as a payment gateway, analytics service, or map API) is integrated into your solution, you may need to set up your own account with that provider and accept their terms of service; your relationship with that third-party provider is independent of Rytronix, and we are not responsible for their terms or actions.
- 10.4 **Trademarks.** You may not use the trademarks, logos or trade names of Rytronix without our prior written consent, except as necessary for factual statements (e.g., to state that Rytronix is your service provider) or as allowed by our branding guidelines if we provide any. Likewise, if we need to use your business name or logo (for example, in our portfolio or marketing materials to refer to you as a client), we will seek your permission, and you hereby grant such permission to include a reference to your company and use of your logo in our client list or portfolio, unless you explicitly request in writing that we refrain.



11. Warranties and Disclaimers

- 11.1 **Service Warranty.** Rytronix warrants that it will provide the Services with reasonable care, skill, and diligence, in accordance with generally accepted industry standards and within the substantial conformity of any agreed specifications. If the Service provided does not materially meet the agreed specifications due solely to our fault, we will make reasonable efforts to correct the Service or deliverable to conform to the specifications, at no additional cost to you, provided that you notify us in writing of the deficiency within **30 days** after delivery of the Service or deliverable (or within 30 days of discovery, for latent defects not apparent on delivery). This warranty is your sole and exclusive remedy for any breach of service quality. If we are unable to rectify a material non-conformity within a reasonable time, we may, at our option, issue you a refund of fees corresponding to the deficient portion of the Service.
- 11.2 **Third-Party Products or Software.** Any third-party products (including hardware devices or software) supplied by Rytronix are subject to that third party's own warranty terms. Rytronix will pass through to you any transferable warranties that the manufacturer or licensor provides for the product, to the extent permissible. However, Rytronix does not separately warrant third-party products, and such items are provided "as is" from the manufacturer. For example, if we install a smart home device or supply a router, the manufacturer's warranty (e.g., one-year repair or replacement) will apply. We will assist you in making any necessary warranty claims with the manufacturer or supplier during the warranty period. *If the Customer is a consumer:* The CPA provides a **statutory six-month implied warranty** on new goods sold to consumers, which entitles the consumer to return defective goods for repair, replacement, or refund under certain conditions. We will honor our obligations under the CPA for any goods supplied to you that fall under its protection. In summary, if a product sold by us to a consumer is defective or fails within six months not due to misuse, you may return it to us and we will facilitate repair or replacement, or refund you if repair/replacement is not feasible. This is subject to the CPA's conditions (for instance, the product must not have been misused or altered, and the defect must not be due to wear and tear or damage caused after delivery).

- 11.3 **No Other Warranties.** Except as expressly set out in these Terms, to the fullest extent permitted by law, **Rytronix makes no other warranties or guarantees, whether express, implied or statutory, regarding the Services, Goods, or deliverables.** We specifically disclaim any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Services will be completely error-free, uninterrupted, secure, or that all defects will be corrected. We do not warrant that any website, software or system we design or host for you will achieve any particular results or business objectives, or that it will be immune from cyber attacks, unauthorized access, or downtime. You assume responsibility for selection of the Services to achieve your intended results and acknowledge that you have had the opportunity to clarify any requirements before ordering. If you are a consumer under the CPA: no provision in these Terms is intended to undermine or avoid any remedies or warranties that cannot be excluded under the CPA, and these disclaimers apply only to the extent allowed by law. For example, goods that we sell to consumers come with the implied warranty under the CPA as mentioned, and services come with an implied warranty that they will be performed in a safe and skillful manner; we do not exclude those.
- 11.4 **Customer Warranties.** You warrant that:
- (a) you have the right to enter into this agreement and perform your obligations, and doing so will not conflict with any other agreement to which you are a party;
 - (b) you have obtained and will maintain all licenses, consents, or permissions necessary for Rytronix to legally access any of your systems or use any content you provide in order to perform the Services;
 - (c) you will not use the Services in a manner that violates any laws or regulations or causes Rytronix to be in violation of any laws, including data protection and export control laws; and
 - (d) you will not falsely represent an association with any third party or with Rytronix, or commit fraud or engage in misleading or deceptive conduct in connection with use of the Services.

12. Limitation of Liability

- 12.1 **Extent of Liability.** To the maximum extent permitted by applicable law, and except for the specific remedies provided in these Terms, in no event will Rytronix (including its directors, employees, contractors, or agents) be liable to you or any third party for any **indirect, special, incidental, consequential, or punitive damages** whatsoever, whether in contract, delict (tort) or under any other theory of liability, arising out of or related to the Services, Goods, these Terms, or your use of (or inability to use) the Website or Services. This exclusion of damages includes, but is not limited to, any loss of profits, loss of revenue, loss of anticipated savings, loss of business opportunities or goodwill, loss of data, or business interruption, even if we were advised of the possibility of such damages. We will not be liable for any damages arising from your use of third-party products or services in conjunction with our Services where those third-party products/services were not provided by us (for instance, if your payment gateway malfunctions or a third-party plugin on your site causes damage, we are not responsible for those).
- 12.2 **Cap on Direct Damages.** To the extent we are found liable (whether in contract, negligence, or otherwise) for any claim arising under these Terms or relating to the Services or Goods, our aggregate liability for **direct damages** shall not exceed the total fees actually paid by you to Rytronix for the specific Service or Goods in question in the **three (3) months** immediately preceding the event giving rise to the claim, or **R 2,500.00 (South African Rands)**, whichever amount is less. If the claim relates to Goods sold, our liability is further limited (to the extent permitted by law) to, at our election, the repair or replacement of the goods, or the cost of such repair/replacement, consistent with your remedies under the CPA if applicable.

12.3 **No Liability for Certain Causes.** Without limiting the generality of the above exclusions, Rytronix will not be liable for any failure or delay in performing our obligations or providing the Services if such failure/delay is due to any cause beyond our reasonable control (see Force Majeure in clause 13.3).

Additionally, we shall not be liable for:

- (a) **Power outages (load shedding)** – any unavailability or damage to equipment or data resulting from electrical power failures, load shedding by Eskom or other electricity suppliers, or surges/spikes. While our hosting infrastructure may include backup power (UPS, generators), extreme or prolonged outages may still impact service and are considered force majeure events.
- (b) **Internet or Network Downtime** – any inability to access Services due to internet backbone problems, network failures, cable cuts, or outages at ISP level or general internet congestion.
- (c) **Third-Party Service Failures** – issues attributable to third-party providers that Rytronix uses or integrates with, such as data center facilities, cloud service providers (e.g., AWS/Azure outages), domain name system failures, third-party plugins or software bugs, payment gateways or external APIs, telecommunications providers, or any external service that impacts our Services. We do not assume liability for the negligence, breach, or unavailability of third-party services, though we will reasonably assist in coordinating with such providers to restore services.
- (d) **Client-side Issues** – including but not limited to errors or misconfigurations on your devices or networks, faulty equipment on your premises, your failure to follow instructions or meet system requirements, or any changes you or your agents make to the delivered solution without our involvement (for example, if you alter website code and that causes it to break or become insecure, we are not responsible for the resulting issues).

It is your responsibility to ensure that your own systems (computers, internet connection, browsers, etc.) are functioning correctly to access our Services.

12.4 **Application of Limitations.** Each provision of this clause 12 allocating risk and liability is agreed with the economic bargaining in mind. You acknowledge that our fees would be significantly higher if we had to assume more extensive liability. These limitations and exclusions apply regardless of the success or effectiveness of other remedies and will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. However, nothing in these Terms shall limit or exclude liability that cannot legally be limited or excluded: this includes liability for death or personal injury caused by our gross negligence, liability for our fraud or fraudulent misrepresentation, or any other liability which by law may not be limited (for instance, certain liabilities under the CPA, if applicable, that cannot be waived).

13. Specific Risk & Liability Clauses

- 13.1 **Client Data and Security.** Rytronix will take reasonable security measures to protect systems and data (including using firewalls, SSL encryption where applicable, anti-malware measures, and access controls). However, you understand that no system is perfectly secure or immune to failure. You use the Services at your own risk, and you are responsible for the security of any systems on your side. If you administer or have login access to your website or hosting environment, you must use strong passwords and keep credentials confidential. Rytronix is not liable for breaches of security or unauthorized access to data to the extent such breaches are attributable to your acts or omissions (for example, your user's weak password or loss of credentials, or failure to apply recommended security patches). We also cannot be liable for security breaches caused by zero-day vulnerabilities or attacks that were not preventable by reasonable measures. If we become aware of any data breach involving personal information in our custody as an Operator for you, we will notify you in accordance with POPIA so that you may take appropriate actions, and we will cooperate with you in any required breach investigation.
- 13.2 **E-Commerce and Future Functionality.** If the Services we provide include the development or hosting of an **e-commerce website** or any platform where financial transactions occur, you acknowledge that:
- (a) Rytronix is **not a financial institution or payment processor**, and any online payments on your site will be handled by a third-party payment gateway (such as PayFast, PayGate, Ozow, Stripe, etc.) of your choosing. You must enter into a separate agreement with such payment provider and comply with their terms (including any PCI-DSS requirements for handling credit card data, if applicable). We will integrate the payment gateway into your site as part of development, but we do not store or transmit sensitive cardholder data through our servers unless explicitly agreed and appropriately secured. We are not liable for payment processing errors or security incidents arising from the payment gateway – these are beyond our control.
 - (b) You are responsible for establishing your site's **terms of sale, return/refund policies**, and privacy policy for dealings with your customers. We might provide template suggestions, but it is ultimately your duty to ensure those policies comply with the law (including the CPA for consumer sales, and POPIA for customer data).
 - (c) If your site will have **user accounts** (allowing end-users to register, login, save data, etc.), you are responsible for moderating user-generated content (if any) on your platform and for handling user credentials securely. We will implement typical user account functionality as per the project scope, but ongoing user management is your responsibility. You should also inform users of their responsibilities (e.g., not sharing passwords, etc.) and perhaps have an Acceptable Use Policy for your site's users.

- (d) For any **third-party integrations** (such as connecting to external APIs, social media logins, shipping providers, or software like CRM/ERP systems), we will facilitate the technical integration as agreed, but you are responsible for obtaining and maintaining any necessary API keys, licenses or accounts with those third-party services, and for complying with their usage policies. We are not liable for changes in third-party APIs or services that break or alter the functionality of the integration (though if such changes occur, we can be engaged to update the integration as a new task or project).
- (e) **Future Functionality:** Technology and requirements evolve. If after completion of a project you request additional features or expansions (for example, adding a customer portal, new payment methods, mobile app integration, etc.), those will be treated as separate new work and not covered under the original scope or fee unless explicitly included. We encourage forward planning; however, unless maintenance hours or a retainer covers small enhancements, significant new functionality will likely incur additional cost. We will quote and agree with you on any such future developments separately.

13.3 **Force Majeure (Events Beyond Our Control).** Rytronix will not be in breach of these Terms or liable for any failure to perform or any delay in performance of any obligation (except payment obligations) if such failure or delay is caused by or results from events beyond our reasonable control. This includes, but is not limited to: acts of God, fire, flood, lightning, severe weather, natural disasters, earthquake; war, terrorism, civil unrest, sabotage or threats of such; epidemic, pandemic or quarantine; strikes, lockouts or other labor disturbances; unavailability of or interruption in utilities or transportation, including **prolonged power failures or load shedding**, and interruption of telecommunications or internet service not caused by us; the actions or inaction of government or regulatory authority (including changes in law or imposition of sanctions or embargoes); and failure of third-party suppliers or service providers (including inability to obtain materials, goods, equipment, or services). In the event of a force majeure situation, we will notify you as soon as reasonably possible of the nature and expected duration of the event and the extent of impact on our performance. Our duties will be suspended for the period of the force majeure, and we will be granted an extension of time for performance equal to the delay caused. We will use reasonable efforts to mitigate the effect and to resume full performance as soon as feasible. If a force majeure event endures for an extended period (e.g., more than 60 days) such that either party is unable to fulfill a material part of its obligations, either party may then terminate the affected Services upon written notice to the other.

14. Suspension and Termination

- 14.1 **Termination by Customer.** You may terminate any ongoing Service (such as a hosting subscription or maintenance agreement) by giving us written notice of termination. For month-to-month services, at least **30 days' notice** (one billing cycle) is required (unless a different notice period is specified for your plan). For fixed-term contracts or projects in progress, termination may be subject to any cancellation terms in the specific agreement (for example, if you terminate a development project early, you may forfeit your deposit or be liable for work done up to termination). Upon termination by you, you remain liable for any fees and charges incurred up to the effective date of termination, including any unpaid amounts for work already performed or costs incurred on your behalf. If you terminate a service before the end of a prepaid period, no pro-rata refunds will be provided for the unused portion, except at our discretion or if required by law (for instance, consumers may have special rights in certain cases as outlined in clause 5.3 or CPA cooling-off for advance reservations).
- 14.2 **Termination/Suspension by Rytronix.** Rytronix may suspend or terminate the Services (in whole or part) under the following circumstances:
- **For Cause (Breach):** If you are in material breach of these Terms or any other agreement with us, and such breach is not remedied within **7 days** after we have given you written notice of it (or, if the breach is not curable, immediate termination may occur). Material breaches include but are not limited to failure to pay overdue fees as per clause 7.5, significant or repeated violations of Acceptable Use (clause 9), or any action that seriously compromises our systems or rights. In the case of non-payment, we may suspend services after 7 days' notice of default and terminate after 30 days of non-payment as described earlier.
 - **For Abuse or Urgent Threats:** We reserve the right to immediately suspend (and if necessary, terminate) any Service without prior notice if, in our reasonable judgment,
 - (a) your use of the Service is causing immediate and significant harm to Rytronix's infrastructure or other customers (for example, a website on your account is under heavy DDoS attack or is distributing malware), or
 - (b) your use is likely to subject us to extreme legal liability (for example, hosting of obviously illegal material or content subject to a court order for removal). We will notify you as soon as practicable in such cases and work with you in good faith to resolve the issue if possible.
 - **Discontinuation of Service Offering:** In rare cases, Rytronix may decide to discontinue a particular product or service line entirely. If that affects you, we will give you at least 30 days' notice of such discontinuation, and we may offer to migrate you to a different service or provide a prorated refund for any prepaid period beyond the termination date.

- **Insolvency or Legal Incapacity:** If either party undergoes liquidation, business rescue, bankruptcy, or similar proceedings, or is no longer legally permitted to operate, the other party may terminate with immediate effect by giving written notice.

14.3 Consequences of Termination. Upon termination of a Service for any reason, the following will apply:

- (a) We will cease providing the terminated Service from the effective date of termination. For hosting services, this means your website or data may be taken offline. It is your responsibility to ensure you have backed up any data you need prior to termination. We may destroy all of your data from our hosting servers **30 days** after termination (and we will have no obligation to retain or provide it to you thereafter), unless otherwise required by law or agreed in writing. If you require assistance migrating to another provider or retrieving your data upon termination, you must request it *before* the Service terminates; such assistance may incur additional fees, and we will not unreasonably withhold it provided your account is in good standing.
- (b) Any licenses or rights to use Rytronix IP granted to you for the duration of the Service (for example, software or tools we provided) will terminate, and you must discontinue use of such IP unless separately agreed or if they were granted on a perpetual basis tied to a deliverable fully paid for.
- (c) If a domain name was registered through us and the hosting is terminated, you may request a transfer of the domain to another registrar (provided all fees are paid up). We will not withhold a domain transfer as long as you have settled any outstanding charges for that domain or related services.
- (d) You remain liable for any amounts due up to the date of termination. If termination does not coincide with the end of a billing cycle, we may invoice you on a pro-rated basis for any usage in the final partial period (except if we terminated for breach, in which case any pre-paid amounts are non-refundable and we may accelerate payment of any amounts due for the remaining period of a fixed term as damages, subject to applicable law).
- (e) Clauses which by their nature should survive termination (such as confidentiality, liability limitations, accrued rights to payment, indemnities, and intellectual property rights to the extent applicable) will continue in effect.

14.4 Reactivation. If your account or Service was suspended or terminated for non-payment or breach, and you wish to restore service, we may at our sole discretion allow reactivation subject to conditions. Those conditions may include payment in full of all outstanding amounts, advance payment of a certain number of months, a reactivation fee (as noted in clause 7.5 or 21.1), or agreement to remedy the breach and adhere to certain usage limitations. We are not obliged to reactivate services, especially if the cause was serious abuse. If we agree to reinstate, we will inform you of the terms of reactivation in writing.

15. Confidentiality

- 15.1 **Confidential Information.** In the course of the relationship, either party ("Discloser") may share with the other ("Recipient") certain non-public, sensitive information, whether oral or written, that is identified as confidential or which should reasonably be understood to be confidential given the nature of the information ("Confidential Information"). Rytronix's Confidential Information includes, but is not limited to, our software source code (unless released as open source), server access credentials, pricing not publicly advertised, and any proprietary methodologies or documentation we provide to you. Your Confidential Information includes any business plans, financial information, customer data, or technical information you provide to us which is not publicly known. Personal information (as defined in POPIA) that you provide may also be considered Confidential Information.
- 15.2 **Obligations.** The Recipient of Confidential Information agrees to use it solely for the purpose of fulfilling the obligations of the agreement between us and not for any other purpose or personal gain. The Recipient will not disclose the Discloser's Confidential Information to any third party except to those of its employees or subcontractors who have a need to know it for the performance of the agreement and who are bound by confidentiality obligations at least as strict. The Recipient will protect the Discloser's Confidential Information using the same degree of care as it uses to protect its own confidential information of like kind, but in no event less than reasonable care. If the Recipient is compelled by law, regulation or court order to disclose Confidential Information, it shall provide prompt notice to the Discloser (if legally permissible) so the Discloser may seek an appropriate protective order or waive compliance. Confidential Information disclosed shall remain the property of the Discloser.
- 15.3 **Exclusions.** Information will not be considered Confidential Information if the Recipient can show that:
- (a) it was already lawfully known to or independently developed by the Recipient without access to the Confidential Information;
 - (b) it was generally available to the public at the time of disclosure, or becomes publicly available through no fault of the Recipient (not due to a breach of these Terms); or
 - (c) it was rightfully received from a third party without duty of confidentiality.



- 15.4 **Return or Destruction.** Upon termination of the Services or upon written request of the Discloser, the Recipient will return or destroy (at the Discloser's option) all materials containing Confidential Information of the Discloser that are in the Recipient's possession or control, except that the Recipient may retain one archival copy for legal/regulatory compliance or dispute resolution purposes, and any electronic copies stored in routine backups may be retained until the normal deletion cycle (subject to continued confidentiality obligations).
- 15.5 **Privacy and Data Protection.** Obligations regarding personal information are further addressed in the Privacy Policy (Part B). In the event of any conflict between confidentiality obligations here and privacy/data protection obligations in the Privacy Policy or required by law (POPIA), the stricter obligation will prevail with respect to personal information.
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16. Dispute Resolution

- 16.1 **Negotiation.** In the event of any dispute, claim or difference arising out of or relating to these Terms or the Services provided ("Dispute"), the parties will first attempt to resolve it informally through good faith negotiations. The aggrieved party must notify the other party in writing of the nature of the dispute, and senior representatives of each party shall meet (in person or electronically) within **10 Business Days** of such notice to attempt to resolve the issue.
- 16.2 **Mediation (Optional).** If the Dispute is not resolved by negotiation within a reasonable time (not to exceed 30 days from initial dispute notice, unless extended by mutual agreement), the parties may agree to submit the Dispute to voluntary mediation by a neutral third-party mediator in South Africa. The costs of mediation would be shared equally. Mediation is not binding, but is encouraged as a means of resolving disputes amicably.
- 16.3 **Legal Proceedings.** If negotiation or mediation fails to resolve the Dispute, either party may proceed to seek relief from a court or tribunal of competent jurisdiction. Each party consents to the jurisdiction of the **South African courts.**

Specifically, you agree that

- (a) these Terms and any disputes will be governed by and interpreted in accordance with the laws of the Republic of South Africa, and
- (b) subject to clause 16.4, the courts of South Africa (and in particular, we both consent to the jurisdiction of the **Magistrates' Court** for any action that falls within its jurisdictional limits, notwithstanding that the amount in question may otherwise exceed such limits) shall have jurisdiction. This consent to Magistrates' Court jurisdiction is given to Rytronix's benefit – it shall not preclude Rytronix from electing to institute proceedings in the High Court having jurisdiction.

- 16.4 **Consumer Rights and Forums.** Nothing in these Terms is intended to restrict your rights to seek assistance or relief from the **National Consumer Commission**, the **National Consumer Tribunal**, or any other tribunal or ombud with jurisdiction over consumer matters, where applicable under the CPA. If you qualify as a consumer under the CPA, you have the right to submit a complaint to the Consumer Goods and Services Ombud or other relevant bodies. Similarly, you retain the right to approach any competent court or forum of your choice as permitted by law. The clause 16.3 choice of forum is not meant to oust the jurisdiction of any statutory forum which by law may have authority, and if you as a consumer prefer to use such a forum, you are not prevented from doing so.
- 16.5 **Continued Performance.** Pending resolution of a dispute, and unless otherwise agreed in writing or ordered by a court, both parties shall continue to perform their respective obligations under these Terms to the extent practicable. However, this shall not apply if you legitimately withhold payment due to a bona fide dispute of a specific charge, provided you've followed the dispute notice process for that charge.
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17. Notices and Domicilium

17.1 **Addresses for Service.** The parties choose the following addresses as their domicilium citandi et executandi (address for receiving legal notices and service of court process), and for the delivery of other formal notices under these Terms:

- **Rytronix (Pty) Ltd:** 9 Adjutant Road, Elma Park, Edenvale, 1609, South Africa. Email: info@rytronix.co.za (Attn: Legal Department).
- **Customer:** Your physical or principal place of business address, and the primary email address associated with your account or provided in your most recent order/contract with us. (If you are a registered user on our Website or have provided contact details in an order, those details are deemed your chosen addresses for notices.)

17.2 **Change of Address.** Either party may change its designated notice address by giving the other written notice of the new address. The change will become effective **7 days** after such notice has been received.

17.3 **Manner of Notice Delivery.** Notices and legal communications under these Terms must be in writing and may be delivered by hand, by courier, by pre-paid registered post, or by email (with receipt confirmed, e.g., via a return acknowledgement or read receipt).

- If delivered by hand or courier to the physical domicilium address, a notice will be deemed received on the date of delivery (or if delivered after business hours, on the next business day).
- If sent by registered post to the domicilium address, it will be deemed received **10 days** after the date of posting (unless actually received earlier).
- If sent by email to the designated email address (and no delivery failure notice is received), it will be deemed received on the day of successful transmission, provided it was sent before 16:30 on a business day (otherwise on the next business day). An automated "read receipt" or lack thereof shall not solely constitute proof of actual reading, but if the recipient replies or acknowledges, that will confirm receipt.

17.4 **Informal Communications.** Routine operational communications (like support requests or day-to-day project correspondence) may be sent by ordinary email to our standard contacts or through support ticket systems, and do not strictly have to follow the formal notice provisions above. However, for any formal notice (such as notices of breach, termination, legal disputes, or indemnification claims), the above requirements should be followed for it to be effective.



18. General Provisions

- 18.1 **Entire Agreement.** These Terms & Conditions, along with any applicable Service-specific terms, order forms, or written agreements between you and Rytronix, constitute the **entire agreement** between the parties concerning the subject matter hereof, and supersede all prior or contemporaneous communications, proposals, or agreements (whether oral or written) related to that subject matter. You acknowledge that you have not relied on any representation, warranty or statement not expressly set out in these Terms. No terms or conditions contained in any purchase order or other ordering document from you shall have any force or effect unless expressly agreed by Rytronix in writing.
- 18.2 **Amendment and Waiver.** No amendment or addition to these Terms (or any Service-specific terms) shall be valid unless in writing and agreed by an authorized representative of Rytronix. Any waiver of a right or remedy under these Terms must also be in writing and signed by the party waiving it. No indulgence, extension of time or relaxation granted by one party to the other in the enforcement of obligations shall be considered a waiver of rights; the indulgent party may still insist on strict compliance thereafter.
- 18.3 **Assignment.** You may not cede, assign or transfer any of your rights or obligations in these Terms, whether by operation of law or otherwise, without the prior written consent of Rytronix. Rytronix may assign or transfer its rights and obligations to any successor in interest, affiliate, or in connection with a merger, acquisition or sale of all or substantially all of its assets or business relating to the Services, provided that such assignment will not reduce any protections afforded to you under these Terms.
- 18.4 **Severability.** If any provision of these Terms is held by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be deemed to be severed (removed) to the minimum extent necessary, and the remaining provisions of these Terms shall remain in full force and effect. The parties shall endeavor in good faith to replace any invalid or unenforceable provision with a valid one that, to the extent possible, achieves the original commercial intent.
- 18.5 **Relationship of Parties.** The relationship between Rytronix and the Customer is that of independent contractor and client. Nothing in these Terms shall be construed to create a partnership, joint venture or employment relationship between us. Neither party has any authority to act on behalf of or bind the other in any manner unless expressly provided for herein or authorized in writing.
- 18.6 **No Third-Party Beneficiaries.** These Terms are for the benefit of the parties and their permitted successors and assigns, and do not confer any rights or benefits on any third party (except where indemnified parties are mentioned, such as our employees having protection under the Terms, but they do not themselves acquire direct rights to enforce the contract).

- 18.7 **Governing Law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of the Republic of South Africa. (The governing law is stated again here for clarity, notwithstanding it was mentioned in Disputes clause, to emphasize the legal context.)
- 18.8 **Electronic Communications and Signatures.** The parties agree that this agreement may be entered into electronically, and that electronic copies of this document, and electronic acceptance (such as clicking “I Agree” or signing via electronic signature service), shall be given the same legal force as a written contract signed in ink. The parties further consent to the use of electronic communications (email or web portals) as a means of doing business and executing orders or amendments, to the extent permitted by law. Notwithstanding the above, the parties acknowledge that certain legal documents (like cancellation notices under certain circumstances, or legal process) may still require more formal delivery as per clause 17 for enforceability.
- 18.9 **Consumer Information and Cooling-off (ECTA compliance).** In compliance with Section 43 of ECTA, we provide the following supplier information: Rytronix (Pty) Ltd, Reg. 2025/199320/07, is the provider of the goods and services offered on this Website. Our address, contact details, and company registration are stated in clause 1.1 above. Descriptions of the Services and Goods, along with pricing (inclusive or exclusive of any taxes), are provided on the Website and in our proposals. The costs of access to the Website (internet costs) are for your own account, as we do not charge separately for website access. We do not currently subscribe to any specific code of conduct other than applicable South African laws. If you have any complaints or queries, you can contact us at the details provided; if unsatisfied with our response, you may also contact the Consumer Goods and Services Ombud or file complaints via the ECT Act mechanisms. Furthermore, as detailed in clause 5.3, you may have a cooling-off right under ECTA for certain electronic transactions if you are a consumer – the conditions and procedures for exercising that right are outlined in that clause.
- 18.10 **Language.** These Terms are drafted in English. If these Terms are translated into another language, the English text shall prevail in the event of ambiguity or conflict. We have aimed to draft these Terms in plain language. If you do not understand any provision, it is your responsibility to request an explanation before continuing to use the Services or entering into an agreement.