

DIGI TREAD MEDIA

www.digitreadmedia.com

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LAST REVISION: 19 / 9 / 2025

END USER AGREEMENT

Hosting Terms & Conditions Digi Tread Media PTY(Ltd)

By applying for and/or using any of our services, you agree to and are bound by the terms specified in this document. These terms are subject to change, and it remains your responsibility to check regularly for updates. If you no longer agree with the terms, you may not use our services. Termination will be effective at the end of the normal notice period.

DEFINITIONS

Acceptable Use Policy (AUP): Rules governing proper use of services.

Agreement: This document and all annexures or addendums.

Client / You: The person or entity described on any service application, invoice, or quotation.

Client Data: Any data transmitted, stored, or processed via Digitread Media servers.

Digitread Media: Digi Tread Media (Pty) Ltd trading as Digitread Media, including successors or assigns.

Digitread Media Server: Hardware, software, and infrastructure used to provide services (email, hosting, backups).

Digitread Media Website: The Internet website published at the URL "www.digitreadmedia.com" or any other URL that Digitread Media may use.

Domain Name: An internet address registered with an accredited registrar.

Hosting: Storage of website and related files (including email) on servers rented by Digitread Media.

Industry Standard: Obligations, applicable laws, codes of conduct, relevant standards observed in good faith by skilled professionals in the applicable industry.

Malicious Code: Software designed to disrupt, damage, or gain unauthorized access (viruses, Trojans, worms, etc.).

Service Provider: Third-party suppliers of goods or services to Digitread Media.

1. Services

1. Website Design & Development
2. Website & Email Hosting
3. Internet & Social Media Marketing
4. Search Engine Optimization (SEO) & Generative Search Engine Optimization (GSEO)
5. Graphic Design Solutions

2. Client Responsibilities

1. Provide accurate and updated personal information.
2. Use official registered email for all service requests.
3. Adhere to the Acceptable Use Policy (AUP).
4. Ensure timely payment of invoices (due on or before the due date).
5. Maintain personal backups of data (Digitread provides limited backups).

3. User Information

1. You grant Digitread Media permission to process your personal information and to store your personal information on online systems to provide services to you.
2. Digitread Media uses Zoho Books Accounting to process invoices, quotes and payments. When using any of our services, including requesting quotes, you give Digitread Media permission to store your personal information on the Zoho Books platform. This is necessary for Zoho Books to process invoices and quotations.
3. Digitread Media uses e-mail newsletter services to process periodically send you important notifications and updates. In order to provide you with important information from time to time, your personal information is stored on the applicable service's system.
4. When registering or transferring a domain name, your personal information is used to register your ownership of the domain. Digitread Media is required to keep the domain record details up to date regularly. You consent to the use or sharing of your personal information with relevant 3rd parties to comply with regulatory requirements within the guidelines of applicable privacy legislation.
5. Domain names are Intellectual Property and therefore we require proof of identity to register or transfer a domain name.
6. Digitread Media reserves the right to, at any time, request verification of the identity of clients. Failure to produce such verification could result in suspension or cancellation of services.
7. You grant Digitread Media permission to retain your personal information as part of its required accounting data retention for a period of 5 years.

4. Payments

1. Invoices are payable monthly in advance via EFT directly to our bank account.
2. Late payments incur 2% monthly interest and may result in suspension.
3. Suspended services may require reconnection fees before reinstatement.
4. All fees paid are non-refundable.
5. Cash deposits will incur service fees.

5. Cancellation & Termination

1. Either party may terminate services with one (1) calendar month's written notice.
2. Digitread may suspend or terminate services for non-payment, abuse, or fraudulent activity.
3. Clients spreading libel, false allegations, or damaging Digitread's reputation may face termination.
4. No reimbursement is provided after suspension or termination.

6. Liability & Indemnity

1. Digitread Media will not be held liable for any damages, loss, claims and costs, whether direct, indirect, consequential, suffered by the client or any third party.
2. In addition you agree to limit Digitread Media's liability and indemnify Digitread Media, its service providers, directors, officers, employees and other representatives, as well as any third parties whose networks are connected to the Digitread Media Server for:
 - 2.1. Any damages resulting from the use of incorrect products as required for your needs.
 - 2.2. Any damages resulting from service interruption. Services are subject to force majeure, service provider outages and Digitread Media cannot guarantee uninterrupted service availability.
 - 2.3. Any damages and/or data loss due to incorrectly configured e-mail client settings, including but not limited to server types (POP3/IMAP), server settings (SMTP) and automatic mail deletion.
3. In the event that Digitread Media is held liable by any court, Digitread Media's liability will not exceed the monthly or pro-rata fees due for the service that resulted in the loss, up to three (3) months, regardless of whether the claim arises out of negligence on the part of Digitread Media.

7. Data Backup

1. Bi-weekly backups are made and stored on a remote international S3 data storage service.
2. Additional off-site backups are available by request and subject to fees.
3. Our service providers have a replication solution in place that maintain restore points for up to 24 hours, limiting data loss to a maximum of one (1) day in the event of technical failure.
4. Digitread provides no warranty for backup or replication effectiveness - clients must maintain their own backups.

8. Security

1. Digitread Media's server provider implements measures in line with Industry Standards to ensure the security of the Digitread Media. However, Digitread Media and its service providers give no warranty that breaches of security will not take place.
2. The client may not in any way interfere in the operation and/or the security of the Digitread Media Server, and must take all reasonable measures necessary to ensure that:
 - 2.1. no unlawful access is gained to the Digitread Media Server or the client's own system(s)
 - 2.2. no malicious code is introduced into the Digitread Media Server
 - 2.3. the client data is safeguarded
3. Digitread may take precautionary measures (e.g., password resets, blocking access) in case of security threats.

9. Acceptable Use Policy (AUP)

1. Digitread Media's website and services are designed to facilitate reasonable use.
2. Digitread Media reserves the right to suspend or terminate users who are improperly using features of the systems to:
 - 2.1. exploit or overload the server bandwidth or other server resources, including or not limited to CPU loads, sending of bulk e-mail or SPAM and overloading email queues
 - 2.2. exploit bugs or limitations in the system design to gain unauthorized access, commence in fraudulent activities or commit crimes
3. Digitread Media reserves the right to deem an activity as a violation of the Acceptable Use Policy due to "unreasonable use" and will take appropriate action based on the circumstances and severity of the incident(s).
4. Digitread Media reserves the right to remove any content hosted by a client which it considers illegal or in violation of the AUP or for which it has received a takedown notice.
5. The client may be liable for additional fees, penalties and fines based on the circumstances and severity of the incident(s).

10. Jurisdiction

1. This agreement is governed by the laws of the Republic of South Africa.
2. Any disputes will be resolved in South African courts.

11. Notices

1. **Official Address:** 2 Sao Bras Street, Mossel Bay, 6500, South Africa.
2. Emails sent to a Digitread-hosted email account are deemed received on transmission.

12. Dispute Resolution

1. **Negotiation.** In the event of a dispute, the parties agree to work towards a resolution through good faith negotiation.
2. **Mediation or Binding Arbitration.** If negotiation fails, either party may initiate mediation or binding arbitration in the courts of the Western Cape, South Africa.
3. **Litigation and Choice of Law.** If litigation is necessary, this Agreement will be interpreted based on the laws of South Africa, regardless of any conflict of law issues that may arise. The parties agree the dispute will be resolved at a court of competent jurisdiction in the Western Cape, South Africa.

13. Additional Terms

1. **Assignment.** The parties may not assign the responsibilities they have under this Agreement to anyone else.
2. **Force Majeure:** Digitread is not liable for failures due to events beyond its control (natural disasters, strikes, third-party outages).
3. **Intellectual Property:** All designs, code, and creative works remain property of Digitread until full payment is received.

4. **Privacy & Data Protection:** Digitread complies with POPIA (Protection of Personal Information Act) regarding client data.
5. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
6. **Waiver.** Neither party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.