

DIGISSENTIAL

Master Legal Policies & Terms

Internal – Legal

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Keeping your tech essentials perfect!

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1. Introduction & Purpose

1.1 This Master Legal Policies & Terms (the “Agreement”) establishes the internal legal and operational framework governing all services, transactions and engagements conducted by Digissential (the “Company”).

1.2 This Agreement is intended for internal guidance, compliance, risk management and as the basis for the Company’s position in the event of disputes, regulatory enquiries or legal proceedings.

1.3 Unless expressly incorporated by reference, this Agreement is not client-facing; client-facing instruments (intake forms, service agreements, statements of work and invoices) may reference and incorporate the relevant portions of this Agreement.

1.4 This Agreement applies to all service modalities, including on-site services at client premises, off-site services at Company premises, remote services delivered via remote access tools, and services delivered by approved subcontractors.

2. Definitions & Interpretation

2.1 “Abandonment” means a Client’s failure to collect a Device within the Abandonment Period after proper notice in accordance with section 13 and applicable law, including the Consumer Protection Act 68 of 2008 (“CPA”) and the Second-Hand Goods Act 6 of 2009.

2.2 “Business Day” means any day other than a Saturday, Sunday or South African public holiday.

2.3 “Client” means any person or entity that engages the Company to provide Services.

2.4 “Confidential Information” means any non-public information disclosed in connection with the Services, including device contents, personal information, configurations, credentials, business data, trade secrets, documentation and photographs, whether oral, written or electronic.

2.5 “Device” means any computer, laptop, mobile phone, tablet, storage medium, peripheral or other equipment presented for Service.

2.6 “Diagnostic Fee” means the non-refundable fee charged for assessment and/or troubleshooting of a Device, whether or not the Client proceeds with further Services.

2.7 “ECTA Consent” means a consent or approval provided electronically in accordance with the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”), including via email, SMS, WhatsApp, web form or other digital means.

2.8 “Force Majeure Event” means any event beyond the reasonable control of the Company, including load shedding, power failure, strikes, industrial action, natural disasters,

pandemics, epidemics, cyberattacks, acts of terrorism, riot, war, failure of suppliers or carriers, and government action.

2.9 “Intellectual Property” or “IP” means all intellectual property rights, including copyrights, database rights, design rights, patents, trade secrets, know-how, software, scripts, configurations, documentation and branding, whether registered or unregistered.

2.10 “On-Site Services” means Services provided at the Client’s premises; “Off-Site Services” means Services provided at the Company’s premises.

2.11 “Part(s)” means new, refurbished or third-party components or materials supplied or installed by the Company.

2.12 “Personal Information” has the meaning assigned in the Protection of Personal Information Act 4 of 2013 (“POPIA”).

2.13 “Service(s)” means repair, maintenance, diagnostics, configuration, installation, data recovery, migration, remote support, consulting and custom PC builds provided by the Company.

2.14 “VAT” means value-added tax levied under the Value-Added Tax Act 89 of 1991.

2.15 Interpretation: clause headings are for convenience only and shall not affect interpretation; words importing the singular include the plural and vice versa; “including” means “including without limitation.”

2.16 Order of precedence: in the event of conflict, the following shall prevail in descending order: (i) a signed statement of work or service agreement; (ii) a written estimate or quotation accepted by the Client; (iii) this Agreement; (iv) invoice; (v) operational emails or notes.

3. Scope of Services & Exclusions

3.1 The Company provides Services including: computer and laptop repair; phone and tablet repair; operating system and software installation; data recovery and migration; networking and configuration; remote technical support; diagnostics; and custom PC builds.

3.2 Exclusions: the Company does not (a) provide forensic data recovery or legal evidence preservation; (b) install, activate or repair unlicensed or pirated software; (c) knowingly handle devices suspected to be stolen or involved in criminal activities, or malware intended for illegal use; (d) perform services prohibited by law.

3.3 The Company may, where legally required, report suspected criminal activity to the relevant authorities, having regard to applicable legislation including the Prevention and Combating of Corrupt Activities Act 12 of 2004.

3.4 Environmental compliance: electronic waste (e-waste) and defective parts are handled in accordance with the National Environmental Management: Waste Act 59 of 2008 and related regulations; certified recyclers may be used and chain-of-custody records made available on request.

3.5 On-Site Services may attract additional charges for travel, access, parking, after-hours attendance and safety assessments. The Company reserves the right to refuse or cease work where conditions are unsafe, unsanitary or unlawful.

4. Authorisation, Estimates & Variations

4.1 No Service will commence without the Client's explicit consent, which may be provided as an ECTA Consent. The Company maintains records of consents with the job file.

4.2 Estimates/quotations are valid for fourteen (14) calendar days unless otherwise stated and will itemise labour, Parts, VAT and foreseeable fees.

4.3 If supplier pricing, foreign exchange or scope materially changes, the Company may issue a revised estimate. The Company shall obtain the Client's prior written approval where the total cost is expected to exceed the approved estimate by more than the greater of R500 or ten percent (10%).

4.4 Where the Client cannot be contacted within a reasonable time, work beyond the approved scope will be paused until confirmation is obtained.

5. Pricing, Deposits & Payment

5.1 Pricing transparency: all estimates shall disclose labour, Parts, VAT (if applicable) and any foreseeable fees, in alignment with the CPA.

5.2 Deposits: where Parts valued at R1,500 or more are required, a deposit equal to fifty percent (50%) of the total estimate may be required before work commences. Deposits become non-refundable once Parts are ordered from suppliers.

5.3 Payment methods: EFT, card, approved digital wallets and cash. For international payments, currency conversion fees and bank charges are for the Client's account; settlement currency is South African Rand (ZAR).

5.4 Payment timing: unless otherwise agreed in writing, payment is due upon collection or delivery of the Device.

5.5 Failed/returned payments: the Company may levy an administrative fee of up to R100 for failed transactions and may withhold release of the Device until payment clears, subject to the CPA.

5.6 Late payment: interest may accrue at the maximum rate permitted by applicable law, together with reasonable costs of collection.

6. Parts & Materials

6.1 Parts may be new, refurbished or third-party depending on availability and suitability. The Company sources Parts from reputable suppliers and will disclose the Part category on request.

6.2 No warranty is provided on Client-supplied Parts. The Client bears the risk of incompatibility or latent defects in Client-supplied Parts.

6.3 E-waste and defective Parts will be disposed of responsibly per applicable environmental regulations; disposal/recycling certificates may be provided on request.

6.4 Warranty remedy: for valid claims, the Company may repair, replace or refund at its discretion, subject to section 11 and the CPA's repair/replace/refund framework.

7. Client Responsibilities

7.1 The Client shall provide proof of ownership or lawful authority to request Service on the Device.

7.2 The Client shall provide accurate and complete information about the Device, its history and symptoms, and shall disclose any known issues or known malware infections.

7.3 Software licensing: the Client warrants that software installed on the Device is legally licensed. The Company will not install or repair unlicensed software.

7.4 Backups: the Client is solely responsible for maintaining current backups prior to Service. Optional paid backup services may be offered; notwithstanding, the Company accepts no liability for data loss (see section 11).

7.5 On-Site Services: the Client shall ensure a safe working environment, reasonable access, electricity supply and, where required, internet connectivity. The Company may refuse or cease work if conditions are unsafe.

8. Data Handling, Privacy & Confidentiality (POPIA)

8.1 Lawful processing: the Company processes Personal Information solely for Service delivery, communication, invoicing, warranty and legal compliance, in accordance with POPIA.

8.2 Consent & marketing: by engaging the Company, the Client consents to processing for Service purposes. The Client may opt out of marketing communications by written request.

8.3 Security: the Company implements reasonable technical and organisational measures (including secure cloud storage and encryption at rest where available) to safeguard data against unauthorised access, alteration or loss.

8.4 Breach notification: in the event of a security compromise involving Personal Information, the Company will notify affected clients and the Information Regulator as required by POPIA, and will cooperate with any investigation.

8.5 Retention: job records, photographs and logs are retained for three (3) years and then deleted or anonymised unless a longer period is required by law or necessary for an ongoing dispute.

8.6 Confidentiality: each party shall protect the other's Confidential Information and use it only for the purposes of the Services, subject to lawful disclosures to authorities or courts. De-identified and aggregated data may be used for quality or statistical purposes.

9. Remote Services & Remote Access

9.1 Remote tools: the Company may use reputable remote access tools (e.g., Quick Assist, AnyDesk) requiring Client cooperation. Session credentials are temporary and terminated at the end of the session.

9.2 Network responsibility: the Client is responsible for securing its network, devices and credentials. The Company is not liable for security breaches occurring on the Client's network unless caused by the Company's negligence.

9.3 Session logs: remote sessions may be logged for quality assurance and security. Logs will be retained for up to thirty (30) days unless required longer for legal or warranty purposes.

9.4 Interruptions: Services may be interrupted by power outages or unstable internet; time may be billed per policy unless otherwise agreed.

10. Data Recovery, Migration & Wiping

10.1 Data recovery and migration are separate, billable Services and are provided without warranty as to completeness, integrity or usability of recovered data.

10.2 Risk acknowledgement: the Client acknowledges that data recovery may fail in whole or in part and that recovered data may be corrupted or incomplete.

10.3 Chain of custody and secure erasure may be provided upon request; certified data wiping is available as an optional Service.

11. Warranties & Support

11.1 Hardware warranty: ninety (90) day limited warranty on labour and Company-supplied Parts from the date of completion, covering only the specific work performed and the Parts supplied by the Company.

11.2 Software support: seven (7) day limited post-service support addressing only the original reported software issue. New issues, updates, third-party conflicts or Client changes are excluded.

11.3 Exclusions: warranty does not cover post-service physical or liquid damage, interference or repairs by third parties, client-installed changes, electrical surges or acts of negligence.

11.4 Claims: warranty claims must be submitted in writing within the applicable warranty period with proof of service. The Device must be returned for inspection prior to any remedy being provided.

11.5 Remedies: subject to the CPA, the Company may repair, replace or refund at its discretion. No loan devices are provided unless expressly agreed.

12. Refunds

12.1 Diagnostic Fees are strictly non-refundable.

12.2 Where a service defect is established and cannot reasonably be remedied, refunds will be processed in accordance with the CPA's repair/replace/refund framework.

12.3 Parts returns: returned Parts must be in original, unused condition with packaging, within seven (7) days of purchase; shipping and handling are the Client's responsibility unless the Company is at fault.

12.4 Refunds will be processed within seven (7) Business Days via the original method where practicable.

13. Device Collection, Storage & Abandonment

13.1 Notice of completion will be sent to the Client's last provided contact details (email/SMS/WhatsApp).

13.2 Devices not collected within thirty (30) calendar days of notice may incur storage fees of R25 per day.

13.3 Devices not collected within ninety (90) calendar days shall be deemed Abandoned; the Company may sell the Device to recover costs or responsibly dispose of it, in accordance with the CPA and Second-Hand Goods Act.

13.4 Notices dispatched to the last provided contact details shall be deemed given even if undeliverable; this does not absolve the Company from acting reasonably in attempting contact.

13.5 Prior to disposal, data may be permanently erased. The Company shall have no liability for loss of data on Abandoned Devices.

13.6 Proceeds of any sale will be applied to outstanding fees and reasonable costs; any surplus will be made available to the Client upon written request within a reasonable time.

14. Liability, Indemnity & Insurance

14.1 Liability cap: the Company's aggregate liability for any claim shall not exceed the total fees paid by the Client for the specific Service giving rise to the claim.

14.2 No consequential damages: the Company shall not be liable for indirect, special, punitive or consequential damages, including loss of profits, revenue, data or business interruption.

14.3 Indemnity: the Client indemnifies and holds the Company harmless against claims, losses and expenses arising from the Client's misuse of the Device, illegal content, unlicensed software, or breach of this Agreement.

14.4 Insurance: the Company may maintain public liability insurance; clients are advised to insure Devices against loss, theft or damage while in transit or in the Client's possession.

15. Force Majeure

15.1 Neither party shall be liable for delay or failure to perform due to a Force Majeure Event. Obligations shall be suspended for the duration of the event and resume thereafter; time periods shall be extended accordingly.

15.2 The affected party shall notify the other within forty-eight (48) hours of becoming aware of a Force Majeure Event where reasonably practicable.

16. Intellectual Property

16.1 Company IP: all scripts, processes, documentation, configurations and other IP created or supplied by the Company remain the Company's exclusive property. The Client receives a non-exclusive, non-transferable licence to use deliverables solely for lawful internal purposes.

16.2 Client IP: the Client retains ownership of Client IP; the Client grants the Company a limited licence to access and use such IP solely to perform the Services.

16.3 Third-party licences remain with their respective licensors; the Client is responsible for obtaining and maintaining required licences.

17. On-Site Health, Safety & Accessibility

17.1 The Company complies with the Occupational Health and Safety Act 85 of 1993 and related regulations. The Client shall provide safe access, a suitable workspace and disclose any hazards.

17.2 The Company may refuse or discontinue Services if health, safety or legal risks are identified. Call-out, travel and after-hours fees may apply in accordance with the current fee schedule.

18. Termination or Refusal of Services

18.1 The Company may terminate or refuse Services in cases of non-payment, illegal requests, abusive conduct, safety risks, or material breach by the Client.

18.2 Upon termination, the Client shall pay for Services performed and Parts ordered up to the effective date of termination; Devices may be retained until lawful amounts are settled, subject to the CPA.

19. Dispute Resolution & Governing Law

19.1 Mediation: disputes shall first be referred to mediation under the auspices of the Arbitration Foundation of Southern Africa (AFSA) or a mutually agreed mediator in Stellenbosch, Western Cape. Costs shall be shared equally unless otherwise directed.

19.2 Jurisdiction: failing resolution by mediation, the parties submit to the exclusive jurisdiction of the courts of the Republic of South Africa, with venue in the Western Cape, subject to statutory jurisdictional thresholds.

19.3 Prescription: except where law prescribes otherwise, claims must be instituted within twelve (12) months of the event giving rise to the claim.

20. Notices

20.1 Formal notices shall be in writing and delivered by email to the last notified address, by WhatsApp/SMS for operational notices, or by registered mail to the last recorded physical address.

20.2 Deemed delivery: email upon transmission (absent bounce); WhatsApp/SMS upon delivery confirmation; registered mail five (5) Business Days after posting.

21. Assignment & Subcontracting

21.1 The Company may assign or subcontract performance of Services; the Company remains responsible for the acts and omissions of subcontractors in connection with the Services.

21.2 The Client may not assign rights or obligations under this Agreement without the Company's prior written consent.

22. Updates, Entire Agreement, No Waiver, Severability

22.1 Updates: material changes to this Agreement will be communicated to clients via email or website posting at least thirty (30) days prior to effectiveness where the change affects future Services.

22.2 Entire agreement: this Agreement supersedes prior understandings on the subjects herein, except to the extent expressly incorporated in a later signed agreement or statement of work.

22.3 No waiver: a failure or delay to exercise any right shall not constitute a waiver of that right or any other right.

22.4 Severability: if any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23. Annexures (Internal References)

Annex A – Standard Fees & Diagnostic Rates: current labour rates; diagnostic fee; call-out/after-hours/travel charges; deposit thresholds and percentages.

Annex B – Privacy & POPIA Processing Notice: detailed processing purposes, categories of data, recipients, security measures, retention schedule, data subject rights and contact details for the Information Regulator.

Annex C – Warranty & Returns Procedure: step-by-step instructions for lodging claims, inspection process, turnaround times, and remedy pathways (repair/replace/refund).

Annex D – E-Waste & Disposal Policy: vendors, methods, certificates of disposal, chain of custody procedure.

Annex E – On-Site Safety Checklist: site readiness, hazards, isolation of power, and secure workspace requirements.

Annex F – Change Log: version, date, editor, summary of changes.

Annex F – Change Log

Version	Date	Editor	Summary of Changes
1.0	2025-08-09	Internal	Initial issue