

Webgrow Studio

Refund, Cancellation & Service Delivery Policy

Effective Date: 4 September 2026

Business: Webgrow Studio

Jurisdiction: South Africa

This Refund, Cancellation & Service Delivery Policy explains how Webgrow Studio ("Webgrow", "we", "us", or "our") handles refunds, cancellations, development payments, hosting subscriptions, domain services, email hosting, website delivery, and related services. By purchasing or subscribing to a Webgrow service, the client ("you" or "your") acknowledges and accepts this policy together with Webgrow Studio's Terms & Conditions.

Nothing in this policy is intended to exclude, restrict, or limit any right or protection that cannot lawfully be excluded under applicable South African law.

1. General Refund Policy

Webgrow provides digital services that may involve development work, configuration, registration, resource allocation, infrastructure costs, and third-party services.

As a general rule, payments for services that have already been commenced, performed, delivered, registered, activated, or consumed are not refundable, except where:

- a refund is expressly provided for under the applicable service agreement; □ Webgrow agrees to provide a refund at its discretion; or □ a refund is required by applicable law.

The client's change of mind, failure to use a service, or failure to provide required information does not automatically create a right to a refund.

2. Website Development Payments

Website development fees are separate from hosting, domain, email, and other recurring service fees.

The applicable development price will be communicated to the client before development begins.

2.1 Standard Development Projects

Unless otherwise agreed in writing:

- 25% of the development fee is payable before development begins.
- This initial payment is a non-refundable development deposit once development has commenced.
- The remaining 75% becomes payable when the agreed development work has been completed and before the website is launched or transferred to the client.

Promotional offers or specific written quotations may provide different payment terms.

2.2 Hosting-Linked Development Arrangement

Webgrow may offer an alternative arrangement in which a client pays part of the development fee upfront and the remaining development balance is deferred while the website is hosted through Webgrow.

For example:

- Website development fee: R10,000
- Initial development payment: R5,000
- Deferred development balance: R5,000
- Hosting: R450 per month

The R5,000 deferred development balance remains a development fee.

The R450 monthly hosting charge is a separate payment for hosting and related services actually provided.

Hosting payments do not reduce, replace, or constitute payment toward the deferred development balance.

This distinction applies regardless of how long the client remains subscribed to Webgrow hosting.

3. Three-Month Evaluation Period

Where a hosting-linked development arrangement is offered, Webgrow may provide an initial three-month evaluation period following website deployment. The purpose of this period is to allow:

- the client to evaluate the website and hosting service;
- Webgrow to identify and resolve reasonable technical issues;
- both parties to assess whether the ongoing hosting arrangement is suitable.

The three-month evaluation period does not mean that the website development work was provided free of charge.

Any unpaid development balance remains governed by the applicable development agreement.

4. Cancellation of a Hosting-Linked Development Arrangement

A client may request cancellation of their hosting service or hosting-linked arrangement in accordance with the applicable agreement and South African law.

Where cancellation occurs, Webgrow will determine the amounts payable based on:

1. development work already performed;
2. any unpaid development balance that has become due under the agreement;
3. hosting and other services already provided;
4. any applicable domain or third-party charges;
5. any lawful cancellation charges that may apply; and
6. any mandatory consumer or other legal rights applicable to the client.

4.1 Deferred Development Balance

Where the client has entered into a hosting-linked development arrangement and subsequently terminates the arrangement, the remaining development balance does not automatically disappear because hosting is cancelled.

For example:

Development fee: R10,000

Initial development payment: R5,000

Deferred development balance: R5,000

Hosting: R450/month

If the client has paid R450 per month for six months:

Hosting paid: R2,700

The R2,700 is payment for six months of hosting services already provided.

It is not deducted from the R5,000 deferred development balance.

Where the deferred development balance is contractually due following cancellation, the outstanding R5,000 development balance remains payable.

Webgrow will not charge the client for hosting services that will not be provided in the future merely because the client cancels.

5. Cancellation Rights and Applicable Law

Webgrow does not intend to use this policy to override statutory cancellation rights.

Where South African law grants a client a right to cancel an agreement, that right will apply to the extent required by law.

Where a cancellation penalty is legally permitted, Webgrow will only seek to recover an amount that is lawful and reasonable in the circumstances.

The applicability of statutory cancellation rights may depend on the nature of the client and transaction, including whether the client is acting as a consumer or as a business/juristic person.

Nothing in this policy creates a contractual obligation that is intended to override a mandatory provision of South African law.

6. Hosting Services

Hosting services are subscription-based services and are charged separately from development fees.

Hosting may be billed monthly or annually, depending on the client's selected package.

Hosting payments cover services such as applicable:

- server resources;
- storage;
- website hosting;
- infrastructure;
- security;
- monitoring;
- maintenance;
- technical administration; and
- other services included in the selected hosting package.

6.1 Hosting Refunds

Hosting subscriptions are generally not prorated.

If a client cancels during a billing period:

- the client generally remains entitled to use the service until the end of the paid period, subject to the agreement;
- unused days are generally not refunded;
- future billing will be stopped in accordance with the applicable cancellation process.

This does not affect any refund right that may be required by law.

7. Email Hosting

Email-only hosting is charged separately from website development and website hosting.

Unless otherwise stated in the client's service agreement, email hosting may include:

- mailbox allocation;
- storage;

- email infrastructure;
- spam and malware protection;
- security features;
- technical administration; and
- related infrastructure.

Once an email hosting service has been provided for a billing period, the corresponding subscription payment is generally non-refundable.

7.1 Cancellation and Data

Upon cancellation or termination of email hosting:

- the email service may be suspended or deactivated;
- the client may request an export or migration of their data before the service ends; □ migration or technical assistance may incur additional fees where applicable; □ data may be permanently deleted after the applicable service termination period.

The client is responsible for requesting any required data transfer or export before the service is permanently terminated.

Webgrow is not responsible for recovering data after the applicable deletion process has occurred.

8. Domain Registration and Renewal

Domain registration and renewal are separate services from website development and hosting.

Where Webgrow registers or renews a domain on behalf of a client:

- the domain is registered using the client's supplied information;
- Webgrow may pay the applicable registrar or registry charges on the client's behalf; □ the client is responsible for the applicable domain registration or renewal fee.

Once a domain has been successfully registered or renewed, the payment is generally nonrefundable because the registration or renewal has already been processed with the applicable registrar or registry.

Domain services remain subject to the rules and policies of the applicable domain registry and registrar.

Failure to pay a renewal invoice may result in the domain expiring or entering the applicable renewal/grace/redemption process.

9. Website Delivery

Webgrow will deliver the website according to the scope agreed with the client.

A project is considered substantially complete when the agreed development work has been completed and the website is ready for client review, approval, or deployment.

Delivery may include:

- website files;
- deployment to Webgrow hosting;
- domain connection;
- configuration of applicable services;
- agreed website functionality; and
- other deliverables specified in the client's quotation or agreement.

Delivery times may vary depending on the project's size, complexity, client responsiveness, thirdparty services, and availability of required information.

10. Client Responsibilities and Delays

The client is responsible for providing Webgrow with information, content, images, branding materials, access credentials where required, approvals, and other materials reasonably necessary to complete the project.

Where the client delays providing required information, approvals, feedback, or materials, the project deadline may be extended accordingly.

Webgrow will not be responsible for delays caused by circumstances outside its reasonable control, including:

- client delays;
- third-party service outages;
- domain or DNS delays;
- registrar issues;
- hosting infrastructure issues outside Webgrow's control;
- internet service failures;
- force majeure events; or
- other circumstances reasonably outside Webgrow's control.

11. Website Revisions

Website development projects generally include three rounds of revisions, unless the quotation states otherwise.

A revision round may contain multiple changes submitted together.

For example, a client may submit numerous requested changes in one consolidated revision request, and that request will generally count as one revision round.

Changes that fall within the agreed project scope are included within the applicable revision allowance.

Requests that materially expand or change the agreed scope may be treated as additional development work and may incur additional charges.

12. Non-Payment and Service Suspension

Where an invoice remains unpaid, Webgrow may suspend the applicable service after providing reasonable notice.

Unless otherwise agreed, Webgrow may suspend hosting, email, maintenance, or other recurring services after 7 days of non-payment.

Suspension does not automatically cancel outstanding amounts.

The client remains responsible for amounts properly due under the applicable agreement.

Where applicable, restoration of suspended services may require payment of outstanding amounts and any applicable restoration or administrative charges.

13. Technical Problems and Webgrow Service Failures

Webgrow aims to maintain reliable hosting and technical infrastructure.

If a significant technical problem occurs due to an issue within Webgrow's reasonable control, the client should notify Webgrow as soon as reasonably possible.

Webgrow will make reasonable attempts to investigate and resolve the problem.

Where the issue is caused by Webgrow and materially prevents the client from receiving the contracted service, the client may be entitled to appropriate remedies under the applicable agreement or law.

Where Webgrow has made reasonable attempts to resolve a material service failure but the problem remains unresolved, the parties may discuss termination or another appropriate remedy.

This does not apply where the problem is caused by circumstances outside Webgrow's reasonable control, including:

- excessive traffic beyond the hosting package's intended capacity;
- resource exhaustion caused by the client's website or applications;
- malicious attacks;
- client-installed software;
- client configuration;
- third-party services;
- incompatible software;
- client negligence; or
- other circumstances not caused by Webgrow.

14. Backups and Data

Where backups are included in a client's hosting package, they are intended as a recovery mechanism and should not be treated as the client's only copy of important information.

Clients should maintain their own copies of important business data where appropriate.

Webgrow cannot guarantee recovery of every file or database in every circumstance.

Backup availability may depend on the applicable hosting package, infrastructure, retention period, and technical circumstances.

15. Promotional and Discounted Services

Promotional services may have payment, cancellation, eligibility, delivery, or minimum-service conditions that differ from Webgrow's standard pricing.

Where special conditions apply, they will be communicated to the client before the promotional service is accepted.

A promotional discount does not automatically create a permanent pricing entitlement.

16. Third-Party Services

Some Webgrow services depend on third-party providers, including domain registrars, hosting infrastructure providers, security providers, payment providers, email infrastructure providers, and other technology providers.

Third-party services may be subject to separate terms, pricing, availability, and technical limitations.

Webgrow is not responsible for a third-party provider's failure where the failure is outside Webgrow's reasonable control.

Where a third-party service is required to deliver the client's service, Webgrow may take reasonable steps to assist the client in resolving the issue.

17. No Refund for Completed or Approved Work

Once a website or digital project has been completed and approved by the client, the client generally cannot request a refund merely because they subsequently:

- change their mind;
- decide not to use the website;
- change their business direction; ☐ choose another provider; or
- no longer require the service.

This does not limit any mandatory rights available to the client under applicable law.

18. Cancellation Process

Clients wishing to cancel a service should submit a cancellation request through Webgrow's designated communication channel.

The request should identify:

- the client's name or business name;
- the service being cancelled;
- the relevant domain or account where applicable; and ☐ the requested cancellation date.

Webgrow may request reasonable information necessary to verify the account and process the cancellation.

Cancellation of one service does not automatically cancel unrelated services.

For example, cancelling website hosting does not necessarily cancel:

- domain registration;
- email hosting;
- another website; ☐ maintenance services; or ☐ other active services.

Each service will be handled according to its applicable agreement.

19. Data Transfer After Cancellation

Where a client is entitled to receive website or data files after cancellation, Webgrow may provide the applicable files or assist with a reasonable transfer.

The client may be responsible for:

- migration costs;
- third-party hosting costs;
- domain transfer costs;
- technical configuration costs; or
- additional development required to make the website operate on another platform.

Webgrow is not required to provide proprietary internal tools, reusable frameworks, internal systems, credentials belonging to third-party providers, or intellectual property that is not part of the client's purchased deliverables.

20. Exceptions Required by Law

Nothing in this policy is intended to:

- remove a statutory right;
- waive a mandatory consumer protection;
- exclude liability where the law does not permit exclusion;
- prevent a client from exercising a lawful cancellation right; or
- prevent a client from seeking a remedy available under applicable South African law.

Where a provision of this policy conflicts with a mandatory legal requirement, the mandatory legal requirement will prevail to the extent of the conflict.

21. Disputes

Webgrow encourages clients to contact us first so that complaints or billing disputes can be reviewed and resolved where reasonably possible.

Where a dispute cannot be resolved directly, either party may pursue any dispute-resolution mechanism or legal remedy available under applicable law.

22. Changes to This Policy

Webgrow may update this policy from time to time to reflect changes to its services, business practices, technology, or legal requirements.

The latest version published on the Webgrow website will apply to future transactions, subject to applicable law and any existing contractual obligations.

23. Contact

For refund, cancellation or service-delivery enquiries, please contact:

Webgrow Studio
South Africa

Email: info@webgrowstudio.co.za
Website: www.webgrowstudio.co.za

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