

WEBGROW STUDIO

TERMS & CONDITIONS

Effective Date: 04 September 2026

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These Terms & Conditions ("Terms") govern the use of the services provided by Webgrow Studio ("Webgrow Studio", "Webgrow", "we", "us" or "our") and the purchase of such services by a client ("Client", "you" or "your").

By requesting, purchasing, accessing or using any Webgrow Studio service, you acknowledge that you have read, understood and agreed to these Terms.

If you do not agree to these Terms, you should not purchase or use our services.

1. About Webgrow Studio

Webgrow Studio provides digital and technology services to individuals, businesses and organizations in South Africa.

Our services may include:

- Website design;
- Website development;
- Website hosting;
- Email-only hosting;
- Domain registration and renewal services;
- Website maintenance and support;
- Search Engine Optimization (SEO); and
- Other digital services agreed upon between Webgrow Studio and the Client.

Specific services, prices, timelines, features and deliverables may differ between projects and packages and will be confirmed with the Client before work begins.

2. Definitions

For purposes of these Terms:

"Client" means the individual, business, organization or other entity purchasing or using a Webgrow service.

“Project” means a website development, website design, maintenance, SEO or other project agreed between Webgrow Studio and the Client.

“Services” means any service supplied by Webgrow Studio.

“Development Fees” means the agreed once-off or project-based fees for website design and/or development.

“Hosting Fees” means recurring fees payable for hosting, email hosting or other subscriptionbased services.

“Third-Party Services” means services, platforms, infrastructure, software, APIs, payment processors, domain registrars, hosting infrastructure or other services provided by third parties and used by Webgrow Studio in delivering its services.

3. Services and Project Scope

3.1. Webgrow Studio will provide the services described in the Client's quotation, proposal, package, invoice, project brief or other written agreement.

3.2. Webgrow Studio's obligation is limited to the agreed scope of work.

3.3. Requests for features, pages, functionality, integrations, content or other work outside the agreed scope may result in additional charges.

3.4. Additional work will generally be discussed with the Client before being undertaken.

3.5. A Client may not assume that a feature is included merely because it is technically possible or because it appears on another website.

3.6. Where a project requires third-party software, APIs, plugins, subscriptions or services, the availability and functionality of those services may be subject to the relevant third party's terms and limitations.

4. Website Development Payments

Unless otherwise stated in a quotation, promotion or written agreement, website development projects may operate under the following payment structure:

4.1. Once-Off Website Projects

For once-off website development projects:

- A 25% deposit is payable before development begins.
- The deposit is non-refundable once the project has commenced.
- The remaining 75% is payable after the agreed development work has been completed and before the website is launched or transferred to the Client.
- Webgrow Studio is not required to launch, transfer or provide final production access to a website until all amounts due have been paid.

The payment structure may differ where a specific promotion or written quotation provides different terms.

5. Website Development for Clients Using Webgrow Hosting

Where a Client chooses a Webgrow Studio hosting arrangement associated with a website development project, a different payment structure may apply.

Unless otherwise agreed in writing:

5.1. The Client will pay 50% of the agreed development fee before development begins.

5.2. This initial 50% development payment is non-refundable once development has commenced.

5.3. After deployment, the Client will pay the agreed recurring hosting/service fee.

5.4. The Client will have a three-month period after deployment to evaluate the Webgrow Studio hosting and related services.

5.5. During this three-month evaluation period, the Client may elect not to continue with Webgrow Studio.

5.6. If the Client elects not to continue during this evaluation period, the Client must settle the remaining 50% of the agreed development fee before the project can be concluded and handed over.

5.7. Hosting fees already paid or used during the evaluation period will not be deducted from the outstanding development balance.

5.8. Once the outstanding development amount has been settled, Webgrow Studio will conclude the project and facilitate the agreed handover.

5.9. If the Client continues using the Webgrow Studio hosting arrangement after the threemonth evaluation period, the Client will be subject to the applicable agreed hosting commitment, including any fixed-term commitment specified in the applicable quotation or service agreement.

5.10. Any fixed-term commitment remains subject to rights and requirements imposed by applicable South African law.

6. Hosting Commitments and Early Termination

6.1. Where a Client has agreed to a fixed-term hosting arrangement, the applicable minimum service period will be stated in the Client's quotation, agreement or service documentation.

6.2. Unless otherwise agreed, Webgrow Studio may require a Client who voluntarily terminates a fixed-term hosting arrangement early, without a qualifying service failure by Webgrow Studio, to settle outstanding contractual amounts or an applicable cancellation amount.

6.3. The purpose of such amount is to account for commitments and costs associated with the development, infrastructure and service arrangement provided to the Client.

6.4. Any cancellation or early termination charge will be subject to applicable law.

6.5. Nothing in these Terms is intended to remove or restrict any mandatory legal right available to a Client.

7. Service Failure by Webgrow Studio

7.1. Webgrow Studio aims to provide reliable hosting and technology services but cannot guarantee uninterrupted availability.

7.2. Where a material service problem is caused directly by Webgrow Studio, the Client should notify Webgrow Studio as soon as reasonably possible.

7.3. Webgrow Studio will be given a reasonable opportunity to investigate and correct the issue.

7.4. Where appropriate, Webgrow Studio may require up to three reasonable attempts to resolve a recurring service problem before the Client may rely on that problem as grounds for termination without an applicable early termination charge.

7.5. This provision applies only where the underlying problem is reasonably attributable to Webgrow Studio.

7.6. Webgrow Studio will not be responsible for service limitations caused by circumstances outside its reasonable control, including:

- Traffic exceeding the resources of the Client's hosting package;
- Excessive CPU, RAM, storage or bandwidth consumption;
- Client-installed software or code;
- Security vulnerabilities introduced by the Client;
- Third-party services;
- Domain registrar failures;
- Internet service provider failures;
- DNS propagation;
- Cyberattacks or distributed denial-of-service attacks;
- Force majeure events; or
- Other circumstances outside Webgrow Studio's reasonable control.

7.7. Where a Client's website experiences performance problems because the Client's traffic or resource requirements exceed the capacity of its hosting package, Webgrow Studio may recommend an upgrade or alternative infrastructure. Such circumstances will not automatically constitute a failure by Webgrow Studio.

8. Website Approval and Revisions

8.1. Webgrow Studio will present the completed development work to the Client for review.

8.2. The Client is responsible for carefully reviewing the website and identifying any required corrections or changes.

8.3. Each project includes three rounds of revisions relating to the agreed project scope.

8.4. A revision round may contain multiple individual changes submitted together.

For example, a Client may submit 50 changes in one consolidated review. Those changes will generally be treated as one revision round, provided they relate to the agreed scope.

8.5. Changes requested after the three included revision rounds may incur additional charges.

8.6. Changes outside the original project scope may incur additional charges regardless of the number of revision rounds remaining.

8.7. Once the Client has approved the website and confirmed that the agreed work is satisfactory, the project will be regarded as completed.

8.8. Delays caused by the Client's failure to provide feedback, approvals, information or required materials may extend the project timeline.

9. Client Content and Information

9.1. The Client is responsible for providing accurate information and materials reasonably required to complete the project.

This may include:

- Business information;
- Contact information;
- Logos;
- Images;
- Product or service information;
- Prices;
- Social media links;
- Address information; □ Written content; and
- Other materials required for the project.

9.2. Where agreed, Webgrow Studio may assist in preparing or structuring website content based on information supplied by the Client.

9.3. Webgrow Studio does not guarantee the factual accuracy of information supplied by the Client.

9.4. The Client remains responsible for reviewing and approving all content before publication.

9.5. If the Client delays providing required materials, feedback or approvals, the project timeline may be delayed accordingly.

10. Intellectual Property and Ownership

10.1. Subject to full payment of all amounts due, the Client will own the final website content and the completed website design specifically produced for the Client, unless otherwise agreed in writing.

10.2. Webgrow Studio retains ownership of its underlying:

- Frameworks;
- Reusable code;

- Development systems;
- Templates;
- Libraries;
- Tools;
- Processes;
- Technical methods;
- Pre-existing intellectual property; and
- Other reusable components developed or owned by Webgrow Studio.

10.3. Ownership of third-party software, plugins, fonts, images, APIs, libraries and other thirdparty materials remains with their respective owners.

10.4. Webgrow Studio may use reusable technical components developed during projects for other clients, provided that confidential Client information and Client-specific proprietary materials are not disclosed.

11. Portfolio and Marketing Rights

11.1. With the Client's agreement, Webgrow Studio may display the completed website, business name, logo and/or publicly available project information in its portfolio, website, social media, presentations and marketing materials.

11.2. Webgrow Studio will not intentionally disclose confidential information belonging to the Client through portfolio or marketing activities.

11.3. A Client may request that specific confidential information not be publicly displayed.

12. Domain Registration

12.1. Webgrow Studio may register domains on behalf of Clients.

12.2. Where a domain is registered for a Client, the domain will be registered using the Client's provided registration information where permitted by the relevant registrar.

12.3. The Client is responsible for ensuring that the information supplied for domain registration is accurate and current.

12.4. Webgrow Studio may pay the relevant registrar on behalf of the Client and charge the Client for the domain registration or renewal.

12.5. Domain registration and renewal fees are generally non-refundable once the domain has been successfully registered or renewed, subject to the policies of the relevant registrar and applicable law.

12.6. The Client is responsible for ensuring that domain renewal fees are paid before the domain's expiry date.

12.7. Failure to pay the applicable renewal fees may result in suspension, expiry or loss of the domain.

12.8. Webgrow Studio is not responsible for domain loss resulting from a Client's failure to provide accurate information or pay applicable renewal fees on time.

13. Website Hosting

13.1. Webgrow Studio may provide website hosting on a monthly or annual basis, depending on the Client's selected package.

13.2. Hosting fees must be paid according to the agreed billing cycle.

13.3. Where payment remains outstanding for more than 7 days, Webgrow Studio may suspend the applicable hosting service.

13.4. Suspension may affect the availability of the Client's website, email services or other hosted resources.

13.5. Webgrow Studio may restore services after outstanding amounts have been settled, subject to any applicable restoration requirements.

13.6. Webgrow Studio reserves the right to terminate hosting where accounts remain unpaid or where the Client materially breaches these Terms.

14. Email-Only Hosting

14.1. Webgrow Studio may provide email-only hosting services.

14.2. Unless otherwise agreed, the standard email-only hosting structure is:

- R250 once-off setup fee;
- R50 per month for one mailbox and 1GB NVMe storage; □ R15 per month for each additional mailbox; and □ R25 per month for each additional 1GB NVMe storage.

14.3. Pricing may change for new purchases, packages or promotions. Existing Clients will be notified of material pricing changes where required.

14.4. Email services are subject to available storage, infrastructure capacity and acceptable-use requirements.

14.5. When an email service is cancelled or terminated, Webgrow Studio may permanently delete the mailbox and associated stored data after the service ends.

14.6. Clients who require their emails or other stored information to be transferred must request the transfer before the service ends.

14.7. Data export, migration or transfer services may attract additional fees depending on the complexity of the request.

14.8. Once the applicable retention period has expired and the data has been permanently deleted, Webgrow Studio may not be able to recover it.

15. Search Engine Optimization

15.1. Webgrow Studio may provide SEO services as agreed with the Client.

15.2. SEO results depend on numerous factors outside Webgrow Studio's control.

15.3. Webgrow Studio does not guarantee specific search engine rankings, traffic levels, leads, sales or other commercial outcomes unless expressly agreed in writing.

15.4. Search engine algorithms, policies and ranking systems may change without notice.

16. Maintenance and Support

16.1. Website maintenance and support services will be provided according to the Client's selected package or agreement.

16.2. Maintenance may include agreed technical updates, content changes, troubleshooting, backups or other services.

16.3. Work outside the agreed maintenance scope may attract additional charges.

16.4. Clients are responsible for reporting technical issues as soon as reasonably possible.

17. Third-Party Services

17.1. Webgrow Studio may rely on third-party services in delivering its services.

17.2. These may include, but are not limited to:

- Domain registrars;
- Payment processors;
- Hosting infrastructure providers;
- Email infrastructure;
- Cloud services;
- APIs;
- Software libraries;
- Plugins;
- Analytics services; and □ Other technology providers.

17.3. Webgrow Studio cannot guarantee the uninterrupted availability, performance or continued operation of third-party services.

17.4. Where a third-party service changes its pricing, functionality, availability, policies or technical requirements, Webgrow Studio may need to modify the affected service.

17.5. Where appropriate, additional costs resulting from third-party services may be passed on to the Client with reasonable notice.

18. Payments

18.1. Payments may be processed through payment providers made available by Webgrow Studio.

18.2. The Client is responsible for providing accurate payment information.

18.3. Webgrow Studio does not store payment card information unless expressly stated otherwise and lawfully permitted.

18.4. A payment may be considered received once confirmation has been received from the relevant payment provider.

18.5. Webgrow Studio reserves the right to delay commencement, delivery, launch or continuation of services where required payments have not been received.

19. Refunds

19.1. Webgrow Studio generally operates on a no-refund basis for completed or commenced digital services, subject to applicable law.

19.2. Development deposits are non-refundable once the relevant project has commenced.

19.3. Once a website has been completed, approved by the Client and delivered in accordance with the agreed scope, the Client will generally not be entitled to a refund merely because the Client later changes their mind.

19.4. Monthly and annual subscription services are charged according to the applicable billing period and are not calculated on a daily usage basis.

19.5. If a Client cancels a monthly service partway through a billing period, the Client will generally continue to have access to the service until the end of the paid billing period and will not receive a pro-rata refund for unused days.

19.6. Domain registration and renewal fees may be non-refundable because such fees may have already been paid to a third-party registrar.

19.7. Nothing in this section excludes any refund, remedy or right that Webgrow Studio is legally required to provide.

20. Cancellation

20.1. Clients may request cancellation of subscription or hosting services by providing written notice through an accepted Webgrow Studio communication channel.

20.2. Cancellation does not automatically entitle the Client to a refund of fees already paid for the applicable billing period.

20.3. Where a Client is subject to a fixed-term agreement, cancellation before the end of the agreed term may result in applicable outstanding amounts or cancellation charges, subject to the terms of the applicable agreement and South African law.

20.4. Where Webgrow Studio materially fails to provide an agreed service and the failure is attributable to Webgrow Studio, the Client should first provide Webgrow Studio with a reasonable opportunity to remedy the problem.

20.5. Where applicable, Webgrow Studio will make reasonable efforts to investigate and resolve the issue.

20.6. Nothing in these Terms prevents a Client from exercising a mandatory cancellation or other statutory right available under applicable law.

21. Acceptable Use

Clients may not use Webgrow Studio's services for unlawful, fraudulent, abusive or harmful activities.

This includes, but is not limited to:

- Fraud or scams;
- Phishing;
- Malware distribution;
- Hacking or unauthorized access;
- Distribution of malicious software;
- Spam;
- Copyright or intellectual-property infringement;
- Identity theft;
- Illegal transactions;
- Activities intended to compromise or disrupt third-party systems;
- Hosting unlawful content; or
- Any activity that violates applicable South African law.

Webgrow Studio may suspend or terminate services where there is a serious or ongoing violation of this section, subject to applicable law and the circumstances of the matter.

22. Client Responsibilities

The Client agrees to:

22.1. Provide accurate information.

22.2. Provide content and approvals within reasonable timeframes.

22.3. Maintain the security of credentials provided to the Client.

22.4. Not knowingly introduce malicious code, compromised software or security vulnerabilities into systems hosted by Webgrow Studio.

22.5. Ensure that materials supplied to Webgrow Studio do not unlawfully infringe third-party rights.

22.6. Pay all applicable fees when due.

22.7. Notify Webgrow Studio of material changes affecting the services.

23. Service Availability

23.1. Webgrow Studio aims to maintain reliable services but does not guarantee uninterrupted or error-free availability.

23.2. Temporary interruptions may occur due to:

- Maintenance;
- Upgrades;
- Hardware failures;
- Network problems;
- Security incidents;
- Third-party infrastructure;
- DNS issues;
- Cyberattacks;
- Excessive resource usage;
- Internet outages; or
- Other circumstances outside Webgrow Studio's reasonable control.

23.3. Where reasonably possible, Webgrow Studio will attempt to communicate planned maintenance or significant service interruptions.

24. Limitation of Liability

24.1. Webgrow Studio will take reasonable measures to provide its services professionally and securely.

24.2. However, to the extent permitted by law, Webgrow Studio will not be liable for indirect, incidental or consequential losses arising from circumstances outside its reasonable control.

24.3. This may include loss of:

- Profits;
- Business opportunities;
- Revenue;
- Data;
- Reputation; or
- Business interruption.

24.4. Webgrow Studio does not guarantee that a Client's website, email service or online business will generate a particular level of revenue, traffic, leads or profit.

24.5. Nothing in these Terms excludes liability that cannot legally be excluded or limited under South African law.

25. Data and Privacy

25.1. Webgrow Studio may collect and process personal information necessary to provide its services.

25.2. Personal information will be handled in accordance with Webgrow Studio's Privacy Policy and applicable South African data-protection laws.

25.3. By using Webgrow Studio's services, Clients acknowledge that certain information may need to be processed by Webgrow Studio and relevant third-party service providers to deliver the requested services.

25.4. Clients should review the Webgrow Studio Privacy Policy for further information regarding the collection, use, storage and protection of personal information.

26. Confidentiality

26.1. Webgrow Studio will take reasonable steps to protect confidential information provided by Clients.

26.2. The Client likewise agrees not to disclose confidential technical, commercial or proprietary information belonging to Webgrow Studio.

26.3. Confidentiality obligations do not apply to information that:

- Is publicly available;
- Was already lawfully known;
- Is independently developed;
- Is required to be disclosed by law; or
- Is disclosed with the relevant party's permission.

27. Termination by Webgrow Studio

Webgrow Studio may suspend or terminate services where:

- The Client fails to pay applicable fees;

- The Client materially breaches these Terms;
- The Client uses services unlawfully;
- The Client creates a significant security risk;
- The Client abuses infrastructure or resources;
- Continued service would expose Webgrow Studio to legal or security risks; or
- A third-party provider terminates or materially restricts a service required to provide the Client's service.

Where reasonably possible and appropriate, Webgrow Studio will provide notice and an opportunity to remedy a breach before termination.

28. Handover and Migration

28.1. Where a Client is entitled to a project handover, Webgrow Studio will provide the agreed deliverables after all applicable outstanding fees have been paid.

28.2. Migration of websites, email accounts, databases or other services to another provider may require additional technical work.

28.3. Migration or data-transfer fees may apply depending on the scope and complexity of the work.

28.4. The Client is responsible for ensuring that sufficient information and access are available at the receiving provider.

29. Changes to Services and Terms

29.1. Webgrow Studio may update its services, packages and pricing from time to time.

29.2. Changes to an existing Client's contractual services will be communicated where reasonably required.

29.3. Webgrow Studio may update these Terms from time to time.

29.4. The latest version published on the Webgrow Studio website will apply to future transactions, subject to any existing agreement between Webgrow Studio and the Client and applicable law.

30. Electronic Communications

30.1. The Client agrees that Webgrow Studio may communicate with the Client electronically using email, messaging platforms, online forms or other agreed communication channels.

30.2. Electronic communications may include:

- Quotations;
- Invoices;
- Project approvals;
- Service notices;
- Renewal reminders;
- Cancellation confirmations;
- Support communications; and
- Other business communications.

30.3. The Client is responsible for ensuring that the contact details supplied to Webgrow Studio remain accurate.

31. Governing Law

These Terms are governed by the laws of the Republic of South Africa.

Any dispute arising from these Terms or the services provided by Webgrow Studio will be handled in accordance with applicable South African law.

Nothing in these Terms prevents a Client from exercising any right or remedy available to them under applicable law.

32. Severability

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be interpreted or modified to the extent necessary to make it lawful and enforceable where possible.

The remaining provisions will continue to apply.

33. Entire Agreement

These Terms, together with any applicable quotation, proposal, project agreement, invoice, service package or other written agreement between Webgrow Studio and the Client, form the agreement governing the relevant services.

Where a specific written agreement contains terms that expressly differ from these Terms, the specific written agreement will apply to the extent of the inconsistency.

34. Contact

For questions regarding these Terms, services, payments, cancellations or other contractual matters, Clients may contact:

Webgrow Studio
South Africa

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

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