

TERMS AND CONDITIONS

Effitech (Pty) Ltd

Website: <https://effitech.co.za>

Republic of South Africa

Last Updated: 27 February 2026

1. Introduction

These Terms and Conditions (“Terms”) govern your access to and use of the website located at <https://effitech.co.za> (“Website”) and any services provided by **Effitech (Pty) Ltd** (“Effitech”, “we”, “us”, or “our”), a managed IT and support services company operating in the Republic of South Africa.

By accessing our Website or engaging our services, you agree to be bound by these Terms.

If you do not agree with these Terms, you must refrain from using our Website or services.

2. Company Information

Effitech (Pty) Ltd is a private company registered in the Republic of South Africa.

For purposes of the **Electronic Communications and Transactions Act**, our contact details are:

- Email: info@effitech.co.za
- Website: <https://effitech.co.za>

3. Definitions

- “**Client**” means any person or entity that engages Effitech for services.
- “**Services**” means managed IT services, technical support, consulting, cloud services, cybersecurity services, hardware/software procurement, and related services.
- “**Service Agreement**” means a written agreement, quotation, or service level agreement (SLA) between Effitech and the Client.
- “**Website**” means <https://effitech.co.za> and any associated web pages.

4. Scope of Services

4.1 Effitech provides managed IT and support services including, but not limited to:

- IT infrastructure management
- Network setup and maintenance
- Cybersecurity services
- Cloud solutions
- Remote and on-site technical support
- Hardware and software procurement

4.2 Services will be provided in accordance with:

- A signed Service Agreement; or
- An accepted written quotation.

4.3 Any additional services outside the agreed scope will be billed separately.

5. Service Level Agreements (SLAs)

5.1 Where applicable, response times, resolution times, uptime commitments, and support hours will be defined in a separate SLA.

5.2 SLA commitments apply only where:

- The Client complies with all technical and security requirements;
- The issue is not caused by third-party providers, force majeure, or Client misuse.

6. Fees and Payment

6.1 Fees are as set out in the relevant quotation, invoice, or Service Agreement.

6.2 Unless otherwise agreed in writing:

- All invoices are payable within 7–30 days from invoice date.
- Late payments may incur interest at the maximum rate permitted under South African law.

6.3 Effitech reserves the right to:

- Suspend services for non-payment after reasonable notice;
- Recover collection costs and legal fees incurred.

6.4 All prices are quoted in South African Rand (ZAR) and may be exclusive of VAT unless otherwise stated.

7. Client Responsibilities

The Client agrees to:

- Provide accurate and complete information;
- Maintain proper software licensing;
- Ensure lawful use of all IT systems;
- Implement recommended security measures;
- Designate authorised representatives for communication.

Effitech shall not be liable for issues arising from:

- Unauthorised system changes;
- Failure to follow technical advice;
- Use of unsupported or unlicensed software.

8. Data Protection and POPIA Compliance

Effitech processes personal information in accordance with the **Protection of Personal Information Act (POPIA)**.

8.1 Effitech will:

- Process personal information lawfully and securely;
- Implement appropriate technical and organisational safeguards;
- Only process data for agreed purposes.

8.2 The Client warrants that it has obtained all necessary consents for personal information shared with Effitech.

8.3 Where Effitech acts as an operator (as defined in POPIA), it shall:

- Process data only on documented instructions;
- Maintain confidentiality;
- Notify the Client of any data breaches without undue delay.

9. Confidentiality

9.1 Both parties agree to keep confidential all proprietary, technical, and business information disclosed during the engagement.

9.2 Confidential information shall not include information that:

- Is publicly available;
- Was lawfully obtained from a third party;
- Is required to be disclosed by law.

10. Intellectual Property

10.1 All intellectual property rights in software, documentation, systems, and materials developed by Effitech remain the property of Effitech unless otherwise agreed in writing.

10.2 The Client receives a non-exclusive, non-transferable licence to use deliverables strictly for internal business purposes.

11. Third-Party Services and Software

Effitech may recommend or resell third-party software, cloud services, or hardware.

Effitech:

- Is not responsible for third-party outages or failures;
- Is subject to the terms and conditions of those third-party providers;
- Does not guarantee uninterrupted third-party services.

12. Limitation of Liability

12.1 To the maximum extent permitted under the **Consumer Protection Act**, Effitech shall not be liable for:

- Indirect or consequential damages;
- Loss of profits, data, or business interruption;
- Cybersecurity incidents beyond reasonable control.

12.2 Effitech's total liability shall not exceed the total fees paid by the Client in the three (3) months preceding the claim.

12.3 Nothing in these Terms excludes liability for:

- Gross negligence;
- Fraud;
- Liability that cannot be excluded under South African law.

13. Warranties and Disclaimers

13.1 Services are provided using reasonable skill and care.

13.2 Effitech does not warrant that:

- Services will be uninterrupted;
- All cybersecurity threats can be prevented;
- All technical issues can be resolved permanently.

14. Termination

14.1 Either party may terminate a Service Agreement:

- On written notice as specified in the SLA; or
- Immediately in the event of material breach, subject to a reasonable cure period.

14.2 Upon termination:

- All outstanding fees become immediately payable;
- Effitech may cease access to systems and services;
- The Client must return any company property.

15. Force Majeure

Effitech shall not be liable for delays or failure to perform caused by events beyond reasonable control, including:

- Natural disasters
- Load shedding or national power failures
- Cyberattacks
- Government actions
- Telecommunications failures

16. Website Use

16.1 The Website content is provided for general information only.

16.2 You may not:

- Attempt unauthorised access;
- Upload malicious code;
- Copy content without permission.

16.3 Effitech reserves the right to modify or discontinue the Website at any time.

17. Indemnity

The Client indemnifies Effitech against any claims, damages, or losses arising from:

- The Client's unlawful use of services;
- Breach of these Terms;
- Infringement of third-party intellectual property.

18. Governing Law and Jurisdiction

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

Any disputes shall be subject to the exclusive jurisdiction of the High Court of South Africa.

19. Amendments

Effitech reserves the right to amend these Terms at any time. Updated versions will be published on the Website with a revised "Last Updated" date.

20. General

20.1 These Terms constitute the entire agreement between the parties unless supplemented by a written Service Agreement.

20.2 If any provision is found invalid, the remaining provisions remain in effect.

20.3 No failure to enforce any right constitutes a waiver.

Contact Us

For any queries regarding these Terms and Conditions, please contact:

Effitech (Pty) Ltd

Email: info@effitech.co.za

Website: <https://effitech.co.za>