

Terms of Service for Jubez Digital

Effective Date: 16 October 2026

1. Agreement to Terms

These Terms of Service ("Terms") govern your use of the Jubez Digital website located at <https://jubezdigital.com> (the "Service") operated by Jubez Digital (Pty) Ltd ("we," "us," or "our").

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have permission to access the Service.

We reserve the right to update or modify these Terms at any time without prior notice. Your continued use of the Service following any changes constitutes your acceptance of the new Terms. We will make reasonable efforts to notify you of material changes by updating the "Effective Date" at the top of this page.

2. Use of Our Service

You agree to use our Service only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the Service.

You must not:

- Use the Service in any way that violates any applicable local, national, or international law or regulation
- Use the Service to transmit any unsolicited or unauthorised advertising or promotional material
- Use the Service to engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Service
- Use the Service in any manner that could disable, overburden, damage, or impair the Service
- Attempt to gain unauthorised access to any portion of the Service, other accounts, computer systems, or networks connected to the Service
- Use any automated system, including "robots," "spiders," or "scrapers," to access the Service

3. Eligibility

By using this Service, you represent and warrant that you are at least 18 years old, or the age of majority in your jurisdiction, and have the legal capacity to enter into a binding agreement.

If you are using the Service on behalf of an organisation, you represent that you have the authority to bind that organisation to these Terms.

4. Intellectual Property Rights

The Service and its original content, features, and functionality are and will remain the exclusive property of Jubez Digital (Pty) Ltd and its licensors. The Service is protected by copyright, trademark, and other laws of both domestic and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Jubez Digital (Pty) Ltd.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service without prior written consent, except as may be permitted by applicable copyright law.

5. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Jubez Digital (Pty) Ltd, its affiliates, directors, employees, agents, or licensors be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or relating to the use of, or inability to use, the Service.

To the maximum extent permitted by applicable law, Jubez Digital (Pty) Ltd assumes no liability or responsibility for any:

- Errors, mistakes, or inaccuracies of content
- Personal injury or property damage resulting from your access to and use of our Service
- Unauthorised access to or use of our secure servers and/or any personal information stored therein
- Interruption or cessation of transmission to or from the Service
- Bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party
- Any loss or damage incurred as a result of any content posted, emailed, transmitted, or otherwise made available through the Service

Nothing in this clause excludes or limits liability where the law does not allow it to be excluded or limited. In particular, section 51 of the Consumer Protection Act 68 of 2008 makes void any term that purports to limit or exempt a supplier from liability for loss attributable to its own gross negligence, and nothing here is intended to have that effect. Where the Consumer Protection Act applies to you, your rights under it are not affected.

6. Disclaimer

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Jubez Digital (Pty) Ltd does not warrant that the Service will function uninterrupted, secure, or available at any particular time or location, or that any errors or defects will be corrected.

7. Indemnification

You agree to defend, indemnify, and hold harmless Jubez Digital (Pty) Ltd, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt arising from:

- Your use or misuse of the Service
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property rights
- Any content you submit or post through the Service

8. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Gauteng, South Africa.

These Terms are subject to the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002, and the Protection of Personal Information Act 4 of 2013 (POPIA) where applicable.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

9. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to stop using the Service, you may simply discontinue use.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

10. Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

11. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms.

12. Contact Us

If you have any questions about these Terms of Service, please contact us:

- **By email:** hey@jubezdigital.com
- **By visiting our website:** <https://jubezdigital.com>
- **By phone:** +27 82 851 8704
- **By mail:** 101C 9th Street, Linden, Randburg