

Terms of Service

Last updated: May 2026 | Effective immediately upon publication

1. Introduction

These Terms of Service ("Terms") govern your use of the DevBridge website (devbridge.co.za) and all services offered by DevBridge including web hosting, website management, domain management, email hosting, and related services. By accessing our website or engaging our services, you agree to be bound by these Terms.

2. Services

DevBridge provides the following services:

- Static website hosting and management
- Domain registration and DNS management
- SSL certificate management
- Email mailbox hosting
- Website design and development
- Content management system (CMS) setup and support
- Website modifications as per the applicable plan

The specific services, features, and pricing applicable to your engagement are outlined in your signed **DevBridge Service Agreement** and the **DevBridge Pricing Matrix**, both of which form part of these Terms where applicable.

3. Acceptable Use

You agree to use our services only for lawful purposes. You must not use our services to:

- Host, distribute, or publish unlawful, defamatory, harmful, or offensive content
- Infringe on the intellectual property rights of any third party
- Distribute malware, spam, or any malicious code
- Conduct or facilitate any fraudulent activity
- Attempt to gain unauthorised access to any system, network, or data
- Violate any applicable South African or international law or regulation

DevBridge reserves the right to suspend or terminate services immediately if we reasonably believe any of the above violations have occurred.

4. Client Responsibilities

You are responsible for:

- Providing accurate information during onboarding and throughout the service relationship
- Ensuring all content submitted does not violate any third-party rights
- Maintaining the confidentiality of any admin credentials or access links provided to you
- Notifying DevBridge promptly of any unauthorised access or security concerns
- Ensuring timely payment of all invoices as per the agreed payment terms

5. Payment & Billing

- All services are billed monthly or annually as per your selected plan
- Invoices are issued on the **1st of each month** via the DevBridge client portal
- Payment is due within **7 days** of the invoice date
- Late payments beyond 30 days may result in service suspension
- All fees are quoted and payable in **South African Rand (ZAR)**
- DevBridge reserves the right to adjust pricing with **30 days written notice**
- No refunds will be issued for partial months of service

6. Intellectual Property

- All website files, designs, and code produced by DevBridge remain the property of the client upon full payment
- DevBridge retains the right to reference completed work in its portfolio unless the client requests otherwise in writing
- Any content submitted by the client for publication remains the intellectual property of the client
- DevBridge's own branding, documentation, and materials remain the exclusive property of DevBridge

7. Limitation of Liability

To the maximum extent permitted by South African law:

- DevBridge is not liable for any indirect, incidental, or consequential damages arising from use of our services
- DevBridge is not liable for downtime or interruptions caused by third-party providers including Cloudflare, PayFast, or Google
- DevBridge's total liability shall not exceed the total fees paid by the client in the 3 months preceding the claim
- DevBridge is not responsible for any loss of business, revenue, or data resulting from service interruptions

8. Uptime & Service Levels

DevBridge commits to reasonable uptime targets as outlined in the applicable SLA within your signed Service Agreement. These targets are not guaranteed and are subject to scheduled maintenance, third-party infrastructure limitations, and force majeure events beyond our reasonable control.

9. Termination

- Either party may terminate services with **30 days written notice**
- DevBridge reserves the right to terminate services immediately for breach of these Terms or non-payment
- Upon termination, DevBridge will provide the client with all site files and assets within **7 business days**
- Annual plan cancellations require 30 days notice and are not eligible for pro-rata refunds

10. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the service relationship. This obligation survives termination of services.

11. Privacy

Your use of our services is also governed by our **Privacy Policy**, available at devbridge.co.za/docs/DevBridge_Privacy_Policy.pdf, which is incorporated into these Terms by reference.

12. Changes to These Terms

DevBridge reserves the right to update these Terms at any time. Material changes will be communicated via email with at least **30 days notice**. Continued use of our services after the effective date constitutes acceptance of the updated Terms.

13. Governing Law & Disputes

These Terms are governed by the laws of the **Republic of South Africa**. Any disputes arising from these Terms or our services shall be subject to the jurisdiction of the courts of **Gauteng, South Africa**. Both parties agree to first attempt resolution through good-faith negotiation before pursuing formal legal proceedings.

14. Contact Us

For any queries relating to these Terms contact us at: legal@devbridge.co.za | devbridge.co.za