

# Shapeshift Digital Terms and Conditions

Welcome to Shapeshift Digital. Please read these Terms and Conditions carefully before using our services. By signing up, you agree to abide by the following terms.

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## 1. Definitions

- **Client:** The individual or entity using our services.
  - **Services:** These include software development, digital marketing, hosting services, and related digital solutions as described on our website or within any statements of work.
  - **Agreement:** The contractual relationship established by these Terms and Conditions.
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## 2. Purpose and Scope

This Agreement governs the provision of digital services by Shapeshift Digital, as outlined in individual service agreements or statements of work agreed upon between Shapeshift and the Client.

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## 3. Service Delivery

- Shapeshift Digital commits to delivering the services as outlined in specific project agreements.
  - Our team ensures professional and timely delivery of agreed-upon deliverables.
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## 4. Hosting of Domains and Content

- **Ownership:** Shapeshift retains ownership of all domains and content associated with the hosting account until the account is paid in full.
- **Unpaid Fees:** Should hosting fees remain unpaid beyond the due date:
  - Shapeshift reserves the right to suspend access to the domain and associated content.
  - Full ownership of the domain and content will remain with Shapeshift until all outstanding fees are settled.
- **Client Responsibilities:** The Client is responsible for ensuring timely payment of hosting fees to avoid service disruption.

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## 5. Fees and Payment

- **Payment Terms:** Payments are due within 7 days of invoicing unless specified otherwise in a project agreement.
- **Late Payments:** Late payments incur interest at a rate of 2% above the bank's prime lending rate.
- **Additional Fees:** Any additional services requested by the Client will be billed separately, with prior agreement.

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## 6. Data Protection and Security

- Shapeshift Digital adheres to strict data protection protocols.
- Both parties commit to the security of all personal information in compliance with relevant data protection laws, including the Protection of Personal Information Act (POPIA).

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## 7. Intellectual Property Rights

- **Custom IPR:** Ownership of intellectual property developed specifically for the Client will transfer upon full payment.
- **Foundational IPR:** Shapeshift retains ownership of pre-existing intellectual property and grants the Client a license to use it solely for internal business purposes.

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## 8. Confidentiality

Both parties agree to maintain confidentiality concerning each other's business and proprietary information during and after the term of the agreement, except as legally required.

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## 9. Liability and Indemnity

- Shapeshift is not liable for indirect or consequential damages.
  - Our liability, in any case, is limited to the amount paid by the Client for the service that caused the claim.
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## 10. Termination

- Either party may terminate this agreement with a three-month notice.
  - Upon termination:
    - All-access to Shapeshift's services and software will be revoked.
    - Domains and content hosted by Shapeshift will be retained if hosting fees are outstanding.
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## 11. Dispute Resolution

- Disputes will first be addressed through amicable negotiation.
  - If unresolved, they will be referred to arbitration in Cape Town under the rules of the Arbitration Foundation of South Africa (AFSA).
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## 12. General Provisions

- **No Exclusivity:** Shapeshift may serve other clients in similar industries.
  - **Changes to Terms:** Shapeshift may update these terms periodically. Clients will be notified of significant changes.
  - **Governing Law:** This Agreement is governed by South African law.
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For further information, please contact us at [accounts@shapeshift.co.za](mailto:accounts@shapeshift.co.za).

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