



Hapo Technology (PTY) LTD  
Commercial Department  
1 Bridgeway Road  
Bridgeway Precinct, Century City  
Cape Town  
7441

## 72X TERMS OF SERVICE

### 1. Acceptance of Terms

Welcome to 72X. By accessing our website at [www.72x.co.za] ("the Site"), using any of our services ("Services"), or engaging with 72X ("we," "us," or "our"), you ("you," "your," or the "Customer") agree to be bound by these Terms of Service ("Terms"). These Terms constitute a legally binding agreement between you and 72X. If you do not agree to all of these Terms, you must not access the Site or use our Services.

### 2. Definitions

"Content" means any text, images, software, data, or other materials made available through the Services.

"Account" means a registered user account for accessing certain Services.

"User-Generated Content" means any Content you submit, post, or display on or through the Services.



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### 3. Services and Account Registration

Description: 72X provides [brief, high-level description of your core service, e.g., digital marketing solutions, software development, consulting services]. Specific offerings may be detailed in separate proposals or service agreements.

Registration: To access certain Services, you may need to register for an Account. You agree to provide accurate, current, and complete information and to keep this information updated. You are responsible for maintaining the confidentiality of your Account credentials and for all activities under your Account. You must notify us immediately of any unauthorized use.

### 4. User Obligations and Acceptable Use

You agree to use the Services and Site only for lawful purposes and in accordance with these Terms. You agree NOT to:

Use the Services in any way that violates any applicable South African national or provincial law or regulation.



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Engage in any fraudulent, deceptive, or harmful activity.

Infringe upon the intellectual property, privacy, or other rights of 72X or any third party.

Transmit any viruses, malware, or code of a destructive nature.

Attempt to gain unauthorized access to any part of the Services, other Accounts, or our systems.

Use the Services to store or transmit illegal material.

Interfere with or disrupt the integrity or performance of the Services.

## 5. Intellectual Property Rights

Our IP: All intellectual property rights in the Services, Site, and 72X Content (excluding User-Generated Content) are and will remain the exclusive property of 72X and its licensors. These Terms do not grant you any license to our trademarks, logos, or proprietary Content without our express written permission.



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**Your Content:** You retain ownership of any User-Generated Content you submit. However, by submitting it, you grant 72X a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and display that Content solely to the extent necessary to provide the Services to you.

**Feedback:** Any feedback, comments, or suggestions you provide regarding the Services may be used by us without any obligation to you.

## 6. Fees and Payment

If Services are provided for a fee, the specific pricing, payment terms, and billing cycles will be set forth in a separate proposal, order form, or service agreement.

All fees are quoted in South African Rand (ZAR) and are exclusive of VAT unless otherwise stated. You are responsible for paying all applicable taxes.

Late payments may be subject to interest charges at the maximum rate permitted by South African law.



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## 7. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information ("Confidential Information") received from the other party. This obligation survives the termination of these Terms.

## 8. Disclaimer of Warranties and Limitation of Liability

"As Is" Basis: The Services and Site are provided on an "as is" and "as available" basis. To the fullest extent permitted by South African law, 72X disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability: 72X, its directors, employees, or agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or business opportunity, arising from your use of the Services or these Terms.



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**Maximum Liability:** Our total aggregate liability to you for any claim arising under these Terms shall be limited to the total fees you have paid to us in the six (6) months preceding the event giving rise to the claim.

**Consumer Protection Act (CPA):** Nothing in these Terms is intended to contravene any mandatory provision of the Consumer Protection Act, 2008, applicable to your relationship with 72X. Where you qualify as a "consumer" under the CPA, your statutory rights are not limited by these disclaimers.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless 72X and its affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with: (a) your access to or use of the Services; (b) your violation of these Terms; or (c) your infringement of any third-party right.

## 10. Termination

Head Office: (021) 140 8375

Reg No: 2014/050305/07

Email: [admin@hapogroup.co.za](mailto:admin@hapogroup.co.za)

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Hapo Group



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We may suspend or terminate your access to the Services immediately, without prior notice or liability, if you breach these Terms.

You may terminate your Account at any time by contacting us.

Upon termination, your right to use the Services ceases immediately. Sections on Intellectual Property, Disclaimer, Limitation of Liability, Indemnification, and Governing Law shall survive termination.

## 11. Data Protection and Privacy

Your privacy is important to us. Our collection and use of your personal information is governed by our Privacy Policy [\[insert link\]](#), which is incorporated into these Terms by reference. By using the Services, you consent to such processing.

## 12. Dispute Resolution and Governing Law

**Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.



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**Dispute Resolution:** The parties will attempt to resolve any dispute arising from these Terms amicably through good faith negotiation. If unresolved, the dispute may be submitted to arbitration in Cape Town in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA), and the decision of the arbitrator shall be final and binding.

**Forum:** Notwithstanding arbitration, you agree that any action at law or in equity relating to these Terms may be brought only in the courts of South Africa located in Western Cape and you hereby consent to the exclusive jurisdiction of those courts.

### 13. General Provisions

**Entire Agreement:** These Terms, together with our Privacy Policy and any specific service agreements, constitute the entire agreement between you and 72X.

**Severability:** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.





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**Force Majeure:** We are not liable for any failure to perform due to causes beyond our reasonable control.

**Assignment:** You may not assign your rights under these Terms without our prior written consent. We may assign our rights to any successor in interest.

**Amendments:** We reserve the right to modify these Terms at any time. We will post the revised Terms on the Site with an updated "Last Updated" date. Your continued use of the Services after such changes constitutes your acceptance of the new Terms.

#### 14. Contact Information

For any questions about these Terms of Service, please contact us at:

Company: Hapo Technology (PTY) LTD

Address: 1 Bridgeway Road, Bridgeway Precinct, Century City, Cape Town

Email: [admin@hapogroup.co.za](mailto:admin@hapogroup.co.za)

Website: [www.72x.co.za](http://www.72x.co.za)



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