Website Products and Services Terms

CUSTOMER / PARTNER AGREEMENT

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These terms govern use of itsa.africa and the supply of products and services by Integrated Technology Systems Africa CC, trading as ITSA. Read them with the accepted quotation, order, statement of work and applicable service schedule. A request for a quotation is not a purchase, payment instruction or confirmation that stock or capacity is reserved.

1 Who contracts with you

ITSA is a Namibian technology business. The contracting entity, registration particulars, authorised contacts and formal notice address for an engagement must be identified on the accepted quotation or agreement. Website enquiries and notices may be directed to sales@itsa.africa or delivered to Erf 936, 19 Faraday Street, Unit 22, 1st Floor, Southern Industrial, Windhoek, Namibia. A trading name or website address does not by itself substitute one legal contracting entity for another.

You must be at least 18 and legally able to contract, or act with the necessary authority for your organisation. You must provide accurate information, maintain current contact details and obtain the permissions needed for your instructions, data and systems. Browsing these pages alone does not purchase a service or authorise ITSA to access your systems.

2 Contract documents and acceptance

Website-use rules apply when you use the site. Paid products and services become binding only when ITSA accepts an order in writing and the stated deposit, credit and onboarding conditions are met. An accepted quotation, signed agreement, authorised purchase order accepted by ITSA, payment of a deposit or invoice, an instruction to commence work, or explicit electronic acceptance may evidence the agreement. By accepting a quotation or order, paying a deposit or invoice, issuing an authorised purchase order, or instructing ITSA to commence work, the customer acknowledges and accepts the applicable quotation or order, these Website Products and Services Terms, the relevant Service Specific Terms, applicable service policies and any expressly incorporated schedules or agreements. Additional work requires an authorised instruction and confirmation of its price or charging basis.

Quotation and invoice acceptance notice. ITSA quotations and invoices may include a short-form notice referring to these terms and the applicable service policies. By accepting a quotation or order, issuing an authorised purchase order, paying a deposit or invoice, or instructing ITSA to commence work, the customer confirms that it has had the opportunity to review and accepts the applicable legal terms, Service Specific Terms and service policies identified in the quotation, invoice or order.

For a conflict, mandatory law applies first, followed by an expressly negotiated signed agreement, its accepted order or statement of work, the applicable Service Specific Terms or Domain Registration Agreement, these terms, and then general website descriptions. An SLA controls its stated service measurements and credits. A later order varies an earlier signed agreement only where the variation is expressly agreed. A publisher or registry's mandatory terms govern that third party's product; they do not silently change ITSA's own obligations.

The Privacy Policy explains processing and the Cookie Policy explains website storage choices. A privacy acknowledgement is not blanket consent for marketing, optional tracking or remote access. Our Trust and Safety Policy sets acceptable-use rules and abuse procedures. Employment and corporate policies do not amend customer prices or service scope merely because they are linked on the website.

3 Website material and permitted use

Use the website lawfully and without interfering with its availability or other users. Do not bypass access controls, impersonate another person, upload malicious code, collect personal information without authority or perform intrusive testing without written permission. Normal search indexing and accessibility tools are permitted if they respect access controls, reasonable request limits and applicable rights. Bulk extraction for commercial reuse or AI training requires permission unless the law independently permits it.

ITSA and the relevant rights holders retain their rights in website text, designs, software, logos and materials. You may read and retain reasonable copies for evaluating our services. You may not claim ownership of another person's marks or reproduce protected material beyond permission or applicable law. Manufacturer names, product descriptions and certifications belong to the identified manufacturer; they are not ITSA certifications. Links to other websites do not make ITSA responsible for their content or decisions.

Website prices and specifications may contain errors and are indicative until confirmed. ITSA may correct an error before accepting an order and will seek your agreement to any correction affecting an existing accepted order. Demonstrations, estimates and general technical information do not replace a service specification or professional advice for your circumstances.

4 Quotations prices and payment

Unless a quotation says otherwise, it is valid for two calendar days. Amounts are in Namibian dollars. ITSA is not currently VAT registered and does not add VAT separately. If that status changes, future quotations and any lawful adjustment to existing contracts must state the applicable treatment. Customs, bank charges, freight, travel, accommodation, permits and third-party fees are included only when the quotation says so.

The standard arrangement is an 80 percent deposit on order and 20 percent on delivery or completion, unless the accepted quotation states otherwise. Recurring services and licences may be billed in advance. An annual licence paid monthly remains an annual commitment where the order says so. ITSA must disclose subscription term, renewal basis, cancellation deadline and non-recoverable supplier commitments before acceptance.

Payment dates and invoice disputes

Payment is due on the date agreed in the accepted quotation, order, SLA or other agreement. An invoice must not shorten an agreed credit period. Notify accounts@itsa.africa promptly of a disputed invoice, identifying the invoice, disputed amount and reasons. Undisputed amounts remain payable when due. ITSA will investigate a genuine billing dispute and reverse any amount, and associated interest, found not to be payable.

Overdue invoices and daily simple interest

Unless a different lawful rate is expressly agreed in the governing agreement, overdue unpaid principal shall bear simple interest at a variable annual rate equal to **1.6 times the prime rate charged by banking institutions in Namibia**, using the prime-rate benchmark in the applicable determination under the Usury Act, 1968. The rate charged must not exceed any lower maximum permitted by applicable law. ITSA will identify the benchmark and annual percentage used on the interest statement. Benchmark changes apply prospectively, with notice as required by law.

Interest accrues from the calendar day after the agreed payment due date up to, but excluding, the day cleared payment is credited. It is apportioned for actual overdue days on the unpaid principal: **unpaid principal x annual interest rate x overdue days / 365**, using 366 for days falling in a leap year. Interest is posted monthly in arrears, or on final settlement, subject to mandatory rules governing charging periods. Unpaid interest is recorded separately and is not added to principal for further interest. Payments and credits reduce principal in accordance with the governing agreement and applicable law; interest is recalculated from the date a principal reduction takes effect.

ITSA may waive or reduce interest in writing for a particular account or period without waiving its rights for another account or period. All statutory limits on the rate, amount and recovery of interest remain applicable. This revised interest clause applies to orders, renewals or variations that validly incorporate this version of the terms; it does not retrospectively change an existing agreed payment or interest arrangement.

Collection costs and non-payment

The customer is responsible for reasonable, documented collection costs only to the extent legally recoverable. A cost may not be recovered twice. ITSA will give written notice identifying the arrears, the remedy required and the proposed action, and normally at least ten business days to remedy non-payment before suspending an affected service, consistently with section 11. Urgent legal or security grounds may require earlier action. Suspension does not cancel amounts already due or lawful non-recoverable supplier commitments. Bank-detail changes must be verified using an independently known ITSA contact.

5 Orders delivery and customer cooperation

Delivery and project dates are estimates until confirmed. ITSA must communicate material delays and take reasonable steps to reduce their effect. Customers must provide safe access, suitable power and connectivity, lawful site permissions, accurate technical information, timely decisions and an authorised contact. ITSA may stop unsafe work and agree revised dates or costs arising from customer delay or a changed scope.

Risk in physical goods passes on delivery to the agreed destination or collection by the customer, unless the order states otherwise. Title passes after payment in full for those goods. ITSA may recover unpaid goods only by lawful means. Keep goods protected and insured as appropriate while title is reserved. Software and subscription rights are licences under the relevant publisher's terms, rather than ownership of the publisher's intellectual property.

6 Service scope and customer data

Only the services and management tasks identified in the order are included. In particular, a self-managed server gives the customer administrative responsibility for its operating system, software, security, data and backups. Hardware provision or infrastructure monitoring does not create an application-management or backup service. The Service Specific Terms explain the division in detail.

Web development: client content and ITSA responsibilities

Website owner / customer responsibilities. Unless the quotation or statement of work expressly says otherwise, the customer is responsible for supplying and approving all final website content and brand direction. This includes final wording and copy, photographs, graphics, videos, logos, product and service information, prices, claims, testimonials, legal notices, preferred colour palette, theme direction, brand guidelines and any other customer-facing material. The customer is responsible for ensuring that information supplied to ITSA is accurate, lawful, current and suitable for publication.

The customer must also ensure that it owns, licenses or otherwise has permission to use all content supplied to ITSA, including photographs, videos, logos, trademarks, music, fonts, documents and third-party material. The customer must obtain any required releases, licences, permissions or consents before publication. ITSA is not responsible for claims arising from customer-supplied content that infringes another party's intellectual-property, privacy, publicity or other rights, except to the extent caused by ITSA's own unauthorised alteration or misuse.

ITSA responsibilities. Unless otherwise agreed in writing, ITSA's responsibility is the technical and design implementation of the website. This includes coding and configuration, layout and visual arrangement, placement and presentation of services and customer-approved media, responsive design, content-structure implementation, website networking and DNS configuration, hosting configuration, SSL and connectivity setup, integrations, forms, platform configuration, testing, deployment and other technical work included in the accepted scope. ITSA may make editorial or layout recommendations, but the website owner remains responsible for the final substantive content and brand direction unless copywriting, photography, videography, branding or content-production services are expressly purchased from ITSA.

Where the customer does not supply content. If required content is not supplied by the agreed content deadline, ITSA may use clearly identified placeholder material or source suitable temporary material from licensed stock libraries, royalty-free or public-domain sources, manufacturer or partner resources where permitted, or AI-assisted content-generation tools. ITSA will not intentionally copy protected third-party material merely because it is publicly available online. Any third-party material remains subject to its applicable licence, attribution and usage conditions.

Placeholder or ITSA-sourced content is intended to keep development progressing and does not transfer responsibility for final approval to ITSA. The customer must review and approve all wording, imagery, videos, colours, branding, legal statements and other customer-facing content before launch. If the customer instructs ITSA to launch without replacing or revising placeholder or sourced content, the customer accepts responsibility for that approved final content, subject to any third-party licence conditions that still apply.

Customer delay in supplying content, feedback, approvals, credentials or brand assets may delay the project timetable and may require revised delivery dates or additional charges where rework or rescheduling is necessary. ITSA will communicate material impacts before charging additional amounts.

You retain rights in your data and grant ITSA only the rights reasonably necessary to deliver, secure and support the agreed service. You must have authority to supply the data and instructions. ITSA must limit access to the agreed purpose and authorised personnel. Where ITSA processes personal information on your behalf, the parties must document instructions, security, subprocessors, locations, incident handling, assistance, return and deletion in the order or a data processing agreement before restricted data is transferred.

You must keep independent copies of critical information unless the agreed solution expressly assigns that duty to ITSA. A backup service must identify its scope, frequency, retention and recovery arrangements. ITSA remains responsible for performing any backup duties it expressly accepts. See the Privacy Policy for ITSA's own business records and website information.

7 Security support and authorised access

Both parties must protect credentials, restrict administrator access, use multifactor authentication where available and promptly report suspected compromise. Remote access requires authority for the task and must use an agreed access method. Do not send passwords, recovery codes, private keys or confidential datasets through an ordinary enquiry form.

Standard support hours are Monday to Friday, 08:00 to 17:00 Namibia time, excluding Namibian public holidays, unless an SLA states otherwise. After-hours work, travel and specialist recovery may be chargeable if agreed. A reference to 24 hour monitoring describes monitoring coverage, not an undertaking to provide every support task around the clock. Cybersecurity controls reduce risk; they cannot guarantee prevention of every incident.

8 Intellectual property and confidentiality

Each party keeps its pre-existing intellectual property. Deliverable ownership, source files, third-party components and usage rights must be specified in the order. Unless expressly assigned, ITSA retains its reusable methods, templates, tools and know-how. On full payment the customer receives the agreed rights to use delivered work for its intended purpose. No provision transfers rights that ITSA does not hold.

Each party must protect confidential information with reasonable care and use it only for the engagement. Disclosure is limited to people and providers who need it and are bound by suitable duties, or where lawfully required. Information lawfully public, independently developed or already lawfully held is excluded. On termination, return or securely delete confidential material subject to lawful retention and necessary archival copies, which remain protected.

9 Warranties returns and remedies

ITSA must deliver its own services with reasonable care and skill and goods materially matching the accepted order. Manufacturer warranties vary by product; no universal manufacturer warranty is promised. Unless the order states otherwise, ITSA's installation workmanship warranty is three months from completion. Report a suspected defect promptly with the order details and permit reasonable diagnosis.

The Refund and Returns Policy governs return requests, faulty goods, cancellation and special orders. Activated licences, registered domains, consumed resources and committed custom procurement can create non-recoverable costs, but no final-sale wording removes a mandatory remedy for defective or incorrectly supplied goods or ITSA's own breach. Exclusions for misuse, unauthorised alteration or external damage apply only to the extent they caused the problem. Available remedies may include repair, replacement, re-performance or an appropriate refund, as required by the agreement and applicable law.

10 Liability and third party claims

To the extent permitted by law, neither party is liable to the other for indirect or consequential loss, lost profit, lost business opportunity or anticipated savings. ITSA's aggregate liability arising from the same product or service is limited to the amount paid for the affected product or, for a recurring service, the fees paid for that service in the preceding twelve months. For a newer recurring service, the cap is the fees paid for it since commencement. The cap does not reduce an expressly agreed refund or unused prepaid fee due under these terms.

These limitations do not exclude fraud, wilful misconduct, gross negligence, death or personal injury where liability cannot lawfully be limited, or any mandatory statutory remedy. A party must take reasonable steps to mitigate loss. A supplier outage is not automatically force majeure and does not excuse ITSA's failure to perform reasonable duties within its control.

To the extent permitted by law, the customer must meet third-party claims and reasonable associated costs caused by unlawful customer content, infringement by customer-supplied material or the customer's unauthorised use of services. This does not cover loss caused by ITSA's own breach or wrongful conduct. ITSA must promptly notify the customer, allow reasonable participation in the defence and not agree an admission or settlement binding the customer without consent, which must not be unreasonably withheld.

11 Suspension termination and data exit

Either party may terminate as the order allows. For a material breach capable of remedy, the non-breaching party must normally give written notice and at least ten business days to remedy it. Urgent proportionate suspension may be used to stop unlawful activity, a serious security threat or harm to others; ITSA will explain the action and restoration requirements where lawful and practicable.

For monthly services with no other agreed term, either party may end the service with thirty calendar days' written notice. Fixed commitments and supplier cancellation windows stated in the order still apply. Cancellation takes effect on ITSA's written acknowledgement of the effective date, which must not be unreasonably delayed. Amounts for services already delivered and lawful non-recoverable commitments remain payable. Where ITSA ends a service for convenience without customer breach, it must refund unused prepaid service fees and give reasonable migration assistance on agreed terms.

Before termination the parties must agree export arrangements. Unless the order provides a different period, ITSA will allow a thirty-day data retrieval window after the effective end of a hosted service, subject to lawful security restrictions and payment for continued storage or assistance disclosed in advance. The parties must identify any supplier platform that cannot support that window before the order is accepted. Do not cancel or release hardware until exports are verified. Domain expiry follows the separate domain rules. ITSA must not use avoidable destruction of customer data as a collection measure. Legal holds and required business records may survive normal deletion.

12 Disputes changes and general terms

Namibian law governs these terms. Raise a dispute with sales@itsa.africa for escalation to the Managing Member. The parties should attempt resolution through authorised representatives within fifteen business days, without limiting urgent court relief, mandatory rights or a statutory referral deadline. The courts of Namibia have jurisdiction unless an expressly agreed lawful dispute process applies.

An event beyond reasonable control may excuse affected performance only for its duration where the affected party gives notice, mitigates the impact and resumes promptly. Lack of funds and ordinary capacity or staffing shortages are not excuses. If a force majeure event prevents a material service for thirty consecutive days, either party may end that affected service and settle delivered work and unused prepaid amounts fairly, subject to mandatory law and disclosed unavoidable supplier costs.

ITSA may update these website terms, service terms and published policies from time to time without prior notice. The version published on the ITSA website is the current version from its stated last-updated date. Customers are responsible for reviewing the current terms when placing a new order, renewing a service or instructing new work. An update does not retroactively remove rights already accrued or rewrite an already accepted fixed commitment unless applicable law requires it or the parties expressly agree otherwise.

Notices may be sent to the current contractual email and physical addresses; keep those details accurate. Electronic acceptance and records may evidence instructions subject to applicable law. Invalid provisions are severable; failure to enforce is not a waiver. Neither party may transfer obligations in a way that materially reduces the other's rights without consent, except where law permits and appropriate safeguards remain. Confidentiality, accrued payments, permitted liability provisions and dispute terms survive termination as their purpose requires.

Client acceptance

I confirm my authority to bind the named customer. I have received and read this complete PDF and accept its applicable contractual terms as part of the quotation or contract identified below, subject to the agreed order of precedence and applicable law. Only products, services and schedules included in the accepted quotation or scope of work are purchased. Privacy and other informational notices are acknowledged; this signature is not blanket consent for optional processing or tracking.

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Customer / organisation legal name

Registration number (if applicable)

Quotation / contract reference

Organisation address

Authorised signatory full name

Position / capacity

Contact email

Date (DD / MM / YYYY)

Signed at (town / city)

Authorised signature

Sign here by hand or use your PDF reader's signature tool.

☐ I confirm that I have authority to sign for the organisation identified above.

☐ I accept the attached applicable terms.

Complete the details, tick the applicable confirmations, sign and date. Return the entire signed PDF with the referenced quotation or contract and retain a copy. A typed name in a client-detail field is not a digital-signature certificate.