



INKSNAPP TERMS OF SERVICE

Last Updated: April 19, 2026 (Supersedes previous version dated 2025-10-23)

1. INTRODUCTION AND ACCEPTANCE

Welcome to Inksnapp. These Terms of Service ("Terms") govern your use of the Inksnapp website (the "Site") and any related services provided by INKSNAPP PTY (LTD) (CIPC Registration No. 2025/830596/07, referred to herein as "we," "us," or "our").

By accessing, purchasing, or utilizing our Site or Services, you agree to be bound by these Terms and our Privacy Policy, which is incorporated by reference. If you do not agree to all of these Terms, you must not use the Site or Services.

2. DESCRIPTION OF SERVICES

INKSNAPP provides a dual service offering:

- **Product Sales (The Goods):** We sell a range of office and printing supplies, including ink, cartridges, and paper. All purchases of Goods are subject to the specific refund and return policies detailed in Section 3.
- **Digital Services (The Services):** We offer WordPress website hosting and email services. These Services are provided on an "as-is" and "as-available" basis. We reserve the right to modify or discontinue the Services, or any feature thereof, at any time without prior notice. All fees paid for Digital Services are strictly non-refundable.

3. REFUND AND RETURN POLICY FOR GOODS

This policy governs the return and refund process for all physical products (The Goods) sold by INKSNAPP and is in compliance with the Consumer Protection Act (CPA).

- **7-Day Cooling-Off Period (Non-Defective Goods):** The Client may return non-defective Goods within **seven (7) calendar days** of receiving them, provided the Goods are in their original, unopened, and undamaged packaging, and are fit for resale. This period is strictly limited to 7 days.
 - (a) **Refund Amount:** A refund will be issued for the purchase price of the Goods, excluding any original shipping costs.
 - (b) **Shipping Costs:** The Client is responsible for the cost and risk of safely returning the Goods to INKSNAPP.



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- **Returns of Defective Goods (6 Months):** If Goods are found to be defective, unsafe, or unfit for the purpose for which they were intended, the Client may return them within six (6) months of delivery. INKSNAPP will, at its discretion, repair the goods, replace the goods, or refund the purchase price.
 1. (a) **Assessment:** Defective Goods will be assessed by INKSNAPP or its supplier to confirm the defect is not due to misuse, neglect, or incorrect installation by the Client.
 2. (b) **Shipping Costs:** INKSNAPP will cover the reasonable cost of collecting and assessing confirmed defective Goods.
- **Exclusions and Strict Limitations:** Due to the specialized nature of our products, the following are generally excluded from returns unless defective:
 - (a) Opened or partially used ink or toner cartridges.
 - (b) **Electronic Cartridges and Components (Non-Refundable):** Electronic toner/ink cartridges or other electronic components are **non-refundable** after purchase unless the Client provides documented proof of incompatibility with their printer model, which must be verified and confirmed by INKSNAPP technical staff.
 - (c) Software licenses or digital download products.
 - (d) Goods that were custom-made or specially ordered for the Client.
- **Refund Process:** All refunds will be processed within fourteen (14) business days of the confirmation of the return or defect.

4. WEBSITE DESIGN, MAINTENANCE, AND MODIFICATION POLICY

This policy applies to clients subscribed to INKSNAPP's WordPress Hosting Packages.

- **Hosting Tiers:**
 3. **Self-Managed WordPress Website Hosting:** The client is responsible for all updates, backups, and content changes. INKSNAPP provides the server environment only.
 4. **Fully Managed WordPress Website Hosting:** INKSNAPP handles technical maintenance and limited content updates as defined below.
- **Official Support and Modification Requests (Ticketing System):** To ensure quality of service and accurate time tracking, all requests for website changes, maintenance, or support must be submitted via a formal ticket.
 - **How to Submit:**
 - Via the Website: **INKSNAPP Website > Client Area > Create A Ticket**
 - Direct Link: <https://www.inksnapp.co.za/create-a-ticket/>
 - **Strict Enforcement:** Requests submitted via WhatsApp, personal text messages, social media, or phone calls for *standard* changes will **not** be processed.



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- **Fully Managed Maintenance Limits (Time Cap):** For Fully Managed clients, a total of 60 minutes per month is allocated, strictly divided as follows:
 - (a) **Technical Maintenance (30 Minutes):** Dedicated to essential background tasks including WordPress core upgrades, plugin/theme updates, security monitoring, and regular backups.
 - (b) **Website Changes (30 Minutes):** Dedicated to client-requested visual or content changes, such as swapping out photos, updating text, or adjusting contact information.
 - (c) **Exceeded Maintenance Time Policy:** Should a request for website changes exceed the allocated 30-minute monthly limit, the work will be paused and resumed in the following calendar month once a new allocation becomes available.
 - (d) **Additional Time Purchase:** Alternatively, the client may choose to pay for additional time to complete the request immediately. Additional time is billed at **R150.00 per 30-minute increment**.
- **Website Redesign Fees (Fully Managed Tier):** A "Redesign" is defined as a significant alteration to the website's layout, structure, or branding after Approval. Redesign fees are based on the size of the website:
 - **Less than 5 Pages:** R800.00
 - **5 to 10 Pages:** R1,000.00
 - **11 to 20 Pages:** R1,500.00
 - **More than 20 Pages:** Minimum R2,000.00 (Subject to custom quotation)
 - **Turnaround Time:** The redesign period typically ranges between three (3) business days and two (2) weeks, depending on complexity.

5. SERVICE LEVELS AND SUPPORT HOURS

- **Official Work Hours:**
 - **Monday to Friday:** 09h00 to 18h00
 - **Saturday:** 11h00 to 15h00
 - **Sunday:** Closed
- **Request Priority Levels:**
 - **Normal Priority:** Standard requests (e.g., swapping photos, text updates). Processed strictly during official work hours via the ticketing system.
 - **Urgent Priority:** Reserved for critical issues (e.g., "Website is offline", "Cannot find website", "Website has a 501 error").
 - **24/7 Support Line:** For these critical issues only, clients may call INKSNAPP (PTY) LTD at **061 181 6712** at any time (24/7).
 - **Response Time:** Handled immediately or within a maximum 24-hour window.



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- **Turnaround Time (TAT) for Normal Priority:**
 - **Normal Priority (Sun - Thu):** 24 to 48 hours.
 - **Normal Priority (Fri - Sat):** Processed on the following Monday or Tuesday.

6. USER OBLIGATIONS AND PROHIBITED ACTIVITIES

As a user of INKSNAPP, you agree to the following obligations:

- **Lawful Use:** You will use our Site and Services only for lawful purposes and in compliance with all applicable laws and regulations, including the **POPI Act (Protection of Personal Information Act, 2013) of South Africa**.
- **Account Responsibility:** You are solely responsible for maintaining the confidentiality of your account credentials (username, password) and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use.
- **Acceptable Use of Hosting Services (Including Self-Managed Hosting):** You will not use our hosting Services for any of the following prohibited activities. **Failure to comply with these terms, particularly the prohibitions listed in (f) and (g), may result in the immediate and un-notified suspension or termination of your service, as outlined in Section 9 (Cancellation and Termination).**
 - (a) Hosting, transmitting, or distributing illegal content, including material that is obscene, defamatory, harassing, or violates any third party's intellectual property rights.
 - (b) Engaging in spamming, phishing, or sending unsolicited bulk emails.
 - (c) Attempting to gain unauthorized access to our systems, network, or the accounts of other users.
 - (d) Introducing viruses, malware, or any other malicious code.
 - (e) Engaging in any activity that interferes with or disrupts our Services or the network infrastructure.
 - (f) **Hosting, distributing, or linking to content that is contrary to INKSNAPP's core moral and religious values, specifically including, but not limited to, pornography, sexually explicit material, or content that contradicts the established Word and Will of God.**
 - (g) Hosting, transmitting, or distributing any other content deemed offensive, harmful, or inappropriate at the sole discretion of INKSNAPP.

7. INTELLECTUAL PROPERTY

All content on the Site and within the Services (excluding user data hosted on the cloud), including text, graphics, logos, images, and software, is the property of INKSNAPP or its content suppliers and is protected by intellectual property laws. You may not use, reproduce, or distribute any content from the Site or Services without our express written permission.



8. BILLING AND PAYMENT

- **Product Sales:** Payment for Goods is due in full at the time of purchase. Prices are listed in **ZAR (South African Rand)** and exclude applicable taxes or shipping fees unless explicitly stated.
- **Digital Services:** Hosting Services are billed on a recurring basis (e.g., monthly or annually).
- **Payment Methods and Recurring Billing Authorization:**
 - **Operational Manual Payments:** We currently accept manual payments via **EFT** to our bank account, online payments through third-party platforms (like **Yoco Pay Links**: <https://pay.yoco.com/inknapp>), and **in-person card machine** payments.
 - **Future Recurring Card Payments (RCP):** The option to subscribe via an automated Recurring Card Payment system (RCP), utilizing a secure gateway (e.g., **Paystack**), is currently being set up. Once operational, by choosing this option, you will authorize the secure payment gateway to store your payment token (Card-on-File) and automatically charge the payment method on the agreed billing date for the full amount of the recurring fees.
 - **Payment Processor and Data Security:** You acknowledge that INKSNAPP **does not have access to or store your full payment card details**. All card data for recurring transactions will be securely tokenized and handled directly by the third-party payment processing gateway in compliance with industry security standards.
 - **Revoking Authorization:** You may revoke a recurring payment authorization at any time by providing us with written notice, which will take effect at the end of the current billing cycle.
- **Late Payments and Service Suspension:** If payment is late or a charge is rejected, we reserve the right to immediately suspend your Services. **During suspension, the following specific actions will be implemented:**
 - (a) **Email services** associated with the hosting package will be **deactivated**.
 - (b) The hosted website will be replaced by a prominent INKSNAPP notification or pop-up screen covering the entire website, indicating the services are suspended due to non-payment.Suspension does not relieve you of the obligation to pay accrued fees.

9. LIMITATION OF LIABILITY

- **Goods:** We make no warranties, express or implied, regarding the Goods sold on the Site, except as may be required by the Consumer Protection Act (CPA) of South Africa and as defined in Section 3.
- **Services:** Our Services are provided "as is" and "as available." We do not guarantee that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that all hosting and digital services carry inherent risks.
- **Data Loss:** INKSNAPP is not liable for any data loss, corruption, or inability to access data stored on our hosting services, regardless of the cause (including system failure, negligence, or unauthorized access). You are responsible for maintaining independent, complete backups of all data stored on the Services.
- **Maximum Liability:** In no event shall INKSNAPP or its owner be liable for any indirect, incidental, special, punitive, or consequential damages (including, but not limited to, damages for loss of profits, data, or goodwill) arising from your use of the Site or Services.
- **Service Availability:** Services are provided "as is" without guarantees of 100% uptime.

10. CANCELLATION AND TERMINATION

- **Client Cancellation:** Clients may cancel their hosting Services at any time by providing written notice to INKSNAPP. A 30-day notice period is required for all service cancellations. You will be responsible for all fees accrued up to the end of that 30-day notice period.
- **INKSNAPP Termination:** We may terminate or suspend your account and access to the Site and Services immediately, without prior notice or liability, if you breach these Terms (especially Section 6: Prohibited Activities). Content found to violate Section 6, including moral or religious restrictions, may be removed and the corresponding service terminated immediately without notification. Upon termination, your right to use the Site and Services will immediately cease, and you must cease using the service.

11. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of **South Africa**, including but not limited to the **Protection of Personal Information Act, 4 of 2013 (POPI Act)** and the **Consumer Protection Act, 68 of 2008 (CPA)**, without regard to its conflict of law provisions.

Any disputes arising from these Terms will first be resolved through good-faith negotiation. If a resolution cannot be reached within thirty (30) days, the dispute **must be submitted to binding arbitration** in South Africa, to be conducted in English by a single arbitrator appointed by INKSNAPP, in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA) or another mutually agreeable South African arbitration body. **The arbitrator's decision shall be final and binding on both parties.** Litigation in a court of competent jurisdiction will only be pursued if arbitration fails or is refused by a party.

12. CHANGES TO THESE TERMS

We reserve the right to modify or replace these Terms at any time at our sole discretion. We will provide notice of any material changes by posting the new Terms on the Site and updating the "**Last Updated**" date at the top of the document. Material changes will take effect 30 days after they are posted. Your continued use of the Site or Services after the effective date of the revised Terms constitutes your acceptance of the changes

13. CONTACT INFORMATION

INKSNAPP PTY (LTD)

- CIPC Registration No.: 2025/830596/07
- Email: support@inksnapp.co.za
- Cell / Emergency 24/7 Line: +27 61 181 6712
- Address: 14 East Street, Warden, 9890