



ZA Digital Solutions

# Terms and Conditions

Official Legal Document

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# ZA Digital Solutions

## Terms and Conditions

*Last Updated: 2026-03-19*



### 1. Introduction

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These Terms and Conditions apply to the pages, content, digital materials, products, services, access methods, and related offerings made available under ZA Digital Solutions.

In these Terms, "ZA Digital Solutions", "we", "us", and "our" refer to ZA Digital Solutions, an independent digital business and digital brand operated by an individual.

By accessing our pages, viewing our content, contacting us, submitting information to us, purchasing from us, or using any product, service, file, material, or access method we make available, you agree to these Terms to the extent they apply to that interaction and the relevant context in which it occurs.

These Terms are intended to operate both as Brand-level legal terms and, unless supplemented or replaced in part by more specific transaction-level terms, as baseline operational terms for the relevant product, service, order, access method, or customer interaction.

### 2. Who These Terms Apply To

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These Terms apply to:

- visitors who browse or view our pages or materials;
- users who contact us or submit information;
- customers who purchase, request, access, or use our offerings;
- anyone who interacts with our content, systems, digital materials, or access methods.

For the avoidance of doubt, these Terms may apply to the extent relevant to the specific page, material, access method, product, service, or interaction involved.

This includes the context in which that interaction occurs and the extent to which it is connected to the relevant offering, page, or access method under these Terms.

### 3. Eligibility

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You may use our offerings only if:

- you are at least the age of majority in your jurisdiction; and
- you have the legal capacity to enter into a binding arrangement.

You are responsible for ensuring that your access, request, purchase, or use of any offering is lawful and valid in light of the rules that apply to you. This includes any legal, regulatory, contractual, or capacity-related limitation that may affect your ability to engage with the relevant offering in the relevant context.

If you access, purchase, request, or use an offering on behalf of a business or another person, you confirm that you have authority to do so and that you may bind that business or person to the extent relevant to the interaction. Where that authority does not exist or is disputed, responsibility for the resulting interaction remains with the person who acted or purported to act on that basis.

### 4. Nature of ZA Digital Solutions

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ZA Digital Solutions is a globally oriented independent digital business and digital brand operated by an individual. It may make offerings available across different channels, formats, access methods, or operational contexts depending on the nature of the relevant product, service, resource, transaction, or delivery context involved.

ZA Digital Solutions may offer:

- digital products;
- text-based digital services;
- templates, documents, and packs;
- technical resources, guides, and downloadable materials;
- custom work on request.

ZA Digital Solutions does not undertake to provide every offering in every language, region, format, channel, or delivery model at all times. The availability, scope, method, or presentation of an offering may vary depending on the offering itself, operational capacity, technical factors, delivery context, or other relevant practical conditions.

## 5. Information and Availability

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We seek to describe our offerings clearly and accurately. Even so:

- offerings may change over time;
- pages, files, features, or materials may be updated or restricted;
- offerings or access methods may be replaced, suspended, withdrawn, or discontinued;
- availability is not guaranteed permanently or without interruption;
- compatibility, usefulness, or suitability may vary by user context.

Descriptions, examples, previews, listing text, availability statements, and timing indications are provided for general informational purposes unless expressly stated as binding.

Users and customers are expected to assess relevance and suitability in light of their own needs, circumstances, and intended use.

Nothing in these Terms excludes rights that cannot legally be excluded under the applicable law governing the relevant situation.

## 6. Orders, Pricing, and Payment Context

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Pricing, accepted payment methods, billing steps, payment timing, and transaction details may be shown on a product page, service page, checkout page, invoice, proposal, order message, direct communication, or other transaction-specific document.

The applicable transaction context may therefore vary depending on the offering, the channel used, the stage reached in the ordering process, or the specific document or communication issued for that interaction. Users and customers are expected to review the transaction-specific details that apply to the relevant offering before relying on a pricing, payment, or ordering position, including where more than one step or document is involved.

A submitted request, inquiry, checkout attempt, payment initiation, or order message does not by itself guarantee acceptance of an order or the formation of a final transaction.

Until final acceptance occurs, availability, pricing context, scope, delivery assumptions, feasibility, payment handling, or other transaction details may still require confirmation, clarification, correction, or review before the transaction is finally approved or made operationally binding.

A transaction is generally treated as accepted only when one or more of the following has occurred, as applicable to the offering:

- we expressly confirm acceptance;
- we issue an acceptance-related confirmation or equivalent notice;
- we deliver the relevant file, access method, or service-start confirmation;
- we begin substantive performance of the requested service.

We may refuse, pause, decline, or cancel an order or requested transaction before final acceptance where reasonably necessary, including in cases involving:

- fraud risk;
- payment problems;
- sanctions or export-related restrictions;
- legal or compliance concerns;
- abusive conduct or policy violations;
- operational infeasibility;
- materially unclear, conflicting, incomplete, or impracticable customer instructions;
- apparent pricing, listing, technical, or administrative error.

If a clear pricing or listing error has occurred, we may decline or cancel the affected transaction before or after payment and, where payment has already been received, issue an appropriate reversal or refund of the affected amount.

Payments may be processed or received through payment accounts used by the operator of ZA Digital Solutions, and the payment recipient name may differ from the ZA Digital Solutions name in certain cases depending on the payment route or transaction setup involved.

Unless expressly stated otherwise, a transaction is generally treated as completed for operational purposes when the relevant product, file, access method, or service has been delivered, activated, made available, or substantively performed in accordance with the applicable transaction terms.

The point at which operational completion is treated as having occurred may vary depending on the nature of the offering and the delivery or access model involved. It may also depend on the stage at which the relevant file, access method, service output, or other core part of the transaction has been made available or substantively performed in the transaction context.

## 7. Delivery and Access

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Depending on the offering, delivery or access may occur through one or more of the following:

- downloadable files;
- license keys or activation methods;
- hosted or web-based access;
- email or manual delivery;
- another access route used for the relevant offering.

The access model may differ between products and services. It may also vary based on the nature of the offering, the delivery structure used, or the practical access method adopted for the relevant transaction.

You are responsible for providing accurate purchase and contact information and for maintaining access to any payment method, email inbox, account, device, platform, or technical environment needed for delivery, access, communication, support, privacy-related handling, or refund review.

You are also responsible for checking the relevant contact point or access environment used for the transaction so that delivery, communication, or activation can take place as intended.

Unless a different rule is stated for a specific offering, delivery, access, or availability may be evidenced by records such as:

- a sent email or message to the contact details you provided;
- a download link, access link, hosted availability record, or release notice;
- issuance of a license key, activation method, or access credential;
- internal transaction, dispatch, or access logs showing availability.

Unless applicable law requires otherwise, access is generally treated as made available when the relevant file, credentials, link, hosted environment, or delivery message has been sent, issued, or enabled using the purchase or contact information provided by you, whether or not later retrieval or use is affected by customer-side delay, inbox issues, misconfiguration, device limitations, or third-party service issues arising after that point.

## 8. License and Permitted Use

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Unless a different license is expressly granted for a specific offering, purchases are provided under a limited, non-exclusive, non-transferable, revocable license for the customer's own personal use or internal business use only.

No broader right of ownership, redistribution, sublicensing, public reuse, commercial re-offering, external sharing, or unrestricted downstream use is granted unless expressly stated in the applicable terms. The scope of any permitted use remains confined to what is reasonably covered by the relevant offering and the terms that govern it.

Additional license terms are set out in License and Permitted Use and may be supplemented or adjusted by product-specific terms, service-specific terms, access terms, or written transaction-specific terms. Where more specific license conditions apply to a particular offering, those more specific conditions govern to the extent they directly address that offering or its permitted use.

## 9. User and Customer Conduct

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You must use our pages, materials, systems, products, services, and access methods lawfully and properly, and in a manner reasonably consistent with the nature of the relevant offering, the context in which it is made available, and the limits that apply to its use. This includes using the relevant pages, materials, services, or access methods in a way that does not depart from their intended purpose or the conditions under which they are provided.

You are responsible for ensuring that your use remains consistent with applicable law, the relevant offering terms, and the limits that apply to the relevant material, service, system, access method, or transaction. You must also ensure that your use stays within the scope, purpose, and permissions reasonably connected to the relevant offering.

You must not use our pages, materials, systems, products, services, or access methods in a way that is unlawful, abusive, deceptive, harmful, infringing, or otherwise improper. This includes conduct that interferes with access, misuses materials, abuses permissions, bypasses intended restrictions, or creates risk for us, other users, third parties, or the relevant offering environment.

Additional conduct restrictions are set out in Acceptable Use Policy.

## 10. Customer Materials and Instructions

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If you submit files, instructions, content, prompts, examples, datasets, approvals, reference materials, or other materials to us, you confirm that you have the right to submit and use them for the relevant purpose.

We may rely on customer-submitted materials and instructions as provided. We do not undertake to independently verify ownership, legality, completeness, accuracy, consistency, or suitability in every case.

You remain responsible for the lawfulness, integrity, relevance, and adequacy of what you submit to us.

Where a service depends on your materials, approvals, responses, or clarifications, you acknowledge that delay, non-response, incomplete information, conflicting instructions, or late changes on your side may delay performance, affect scope, require rework, require revised timing, or justify pausing or closing the relevant service process in the circumstances.

Unless expressly agreed otherwise, we are not required to continue a custom or service-based workflow indefinitely where customer-side delay has become substantial, repeated, or operationally impracticable.

## 11. Confidentiality and Care

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Where customers provide materials, information, or communications, we seek to handle them with operational care, privacy awareness, and confidentiality appropriate to the nature of an independent digital business.

This does not create a separate NDA or an unlimited confidentiality obligation unless expressly agreed in writing. In the absence of such a separate written agreement, any confidentiality-related expectation remains subject to the scope, nature, and limits reasonably applicable to the relevant interaction or service.

Accordingly, the extent of any confidentiality-related handling may vary depending on the type of material involved, its connection to the relevant service or interaction, and the practical need to receive, review, use, store, or refer to it in the ordinary course of that context.

## 12. Feedback

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If you voluntarily send general feedback, suggestions, or improvement ideas, you allow us to review and use them for operational, product, or service improvement without any obligation to compensate you, to the extent relevant to improving our offerings, workflows, or related presentation.

This clause does not, by itself, authorize use of your testimonial, name, identity, logo, or public endorsement for promotional purposes unless separately permitted.

## 13. Third-Party Components and Dependencies

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Some offerings, access methods, or workflows may involve third-party platforms, third-party services, open-source components, or external dependencies, depending on the nature of the relevant offering and the technical or operational context in which it is made available.

Where relevant, use of those elements may also be subject to the applicable terms, licenses, or policies of the relevant third party.

We are not responsible for external failures, external restrictions, policy changes, outages, removals, or compatibility changes beyond our control.

## 14. AI Neutrality

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We do not make any general promise that all offerings do or do not use artificial intelligence, machine learning, automation, or related decision logic. The use or non-use of such methods may vary depending on the offering, workflow, service type, delivery model, or practical context involved.

Where relevant, any such point may be stated at the product or service level. If the role of such methods is materially relevant to a particular offering, that point may be clarified in the relevant product description, service terms, listing text, workflow explanation, access context, delivery context, or other offering-specific communication.

In the absence of such a specific statement, no general assumption should be made that a particular offering necessarily does or does not involve such methods in whole or in part. Nor should the absence of a statement be treated, by itself, as confirming a particular technical method, workflow structure, or implementation approach.

## 15. Support and Administrative Follow-Up

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Unless expressly stated otherwise, a purchase does not include unlimited support, consulting, advisory work, revisions, change requests, or open-ended administrative follow-up, whether during delivery, after completion, or in relation to later requests connected to the same transaction.

We may provide administrative follow-up, communication, or access-related assistance for a limited period after purchase. Even so:

- reply times are not guaranteed;
- contact channels may not be monitored continuously;
- we may be unable to provide ongoing follow-up after a substantial passage of time;
- continuing administrative availability is not promised indefinitely;
- some channels may be more suitable than others for certain requests.

The level and priority of follow-up may depend on factors such as the time elapsed since purchase, the nature of the issue, whether the request falls within the original scope, and its connection to the original transaction or the operational context in which it arises.

A reduction or end of administrative follow-up does not, by itself, invalidate the original sale, license, or core terms that applied at the time of purchase, unless a specific term expressly states otherwise.

## 16. Updates, Upgrades, and Future Changes

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Unless expressly stated otherwise, a purchase does not automatically include future updates, upgrades, enhancements, continued hosting, or continued feature expansion, whether for the same version or for later versions of the relevant offering.

Offerings may evolve, and future access, updates, revised versions, replacement versions, or extended support may be subject to new terms, pricing, technical requirements, scope definitions, or eligibility conditions.

The availability, timing, form, or extent of any future change, continuation, or added support may depend on operational, technical, commercial, or product-level considerations at the relevant time.

## 17. Remedies and Our Responsibility

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If an issue on our side materially prevents a customer from receiving or properly using what was paid for, we may provide an appropriate remedy, including:

- restoring access;
- fixing the issue;
- replacing the affected access, file, product, or service;
- providing the affected part again;
- refunding the amount paid, where applicable.

The remedy, if any, may depend on the nature of the issue, the type of offering, the stage already reached in delivery or performance, the information available to us, and the terms of the relevant product, service, invoice, checkout, proposal, or refund policy, as applicable in the relevant context.

This clause does not create an unlimited guarantee or open-ended remedy obligation.

## 18. Disclaimers and Liability

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General disclaimers are set out in Disclaimer.

Limitations of liability apply to the maximum extent permitted by law. To the extent permitted by applicable law, we are not liable for indirect, incidental, consequential, speculative, remote, exemplary, or otherwise non-direct losses, subject always to rights that cannot legally be excluded.

Nothing in these Terms excludes liability where exclusion is not lawfully permitted.

## 19. Intellectual Property and Protection

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We may take protective steps in response to copying, redistribution, misuse, impersonation, infringement, license abuse, access abuse, or other misuse of our materials, systems, or assets, where reasonably appropriate in the relevant context.

Further details are set out in Copyright and Brand Use, which should be read together with this Section where relevant.

## 20. Policy Updates

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We may revise these Terms from time to time. An updated version becomes effective when posted with a revised Last Updated date, unless a different effective date is stated.

Continued use of our pages, materials, offerings, or access methods after an update may be treated as acceptance of the updated Terms where this is lawful and connected to the continued use in question.

Where a current version is made available on an official ZA Digital Solutions website, page, or publication point, users should refer to that published version as the latest reference version for the relevant context.

## 21. Entire Agreement and Document Hierarchy

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These Terms form part of the ZA Digital Solutions general legal framework and should be read together with other relevant ZA Digital Solutions documents, including, where applicable, those that govern related aspects of access, use, licensing, refunds, privacy, conduct, or other legal and operational matters.

- Disclaimer
- Acceptable Use Policy
- License and Permitted Use
- Refund Policy
- Privacy Policy
- Copyright and Brand Use
- Legal Notice

As a general rule, these Brand-level documents provide the baseline terms for use, purchase, access, licensing, and interaction, and they should be understood as working together within the ZA Digital Solutions framework.

They form part of the general legal and operational framework under which ZA Digital Solutions makes pages, materials, products, services, and related access methods available, unless more specific terms are issued for the relevant transaction, offering, or subject matter.

Unless applicable law requires otherwise, the order of interpretive priority is generally as follows, with the more specific document prevailing over the more general document only to the extent it directly addresses the relevant subject matter.

1. any separately signed written agreement;
2. any product-specific terms, service-specific terms, statement of work, proposal terms, or custom engagement terms expressly issued for the relevant transaction;
3. any checkout terms, payment page terms, access terms, listing terms, or transaction-specific acceptance terms for the relevant order;
4. any invoice terms or order-confirmation terms expressly stated for the relevant transaction;
5. any license terms expressly issued for a specific offering;
6. these Terms and Conditions;
7. the other Brand-level legal documents listed above.

For the avoidance of doubt, a document does not prevail merely because it exists.

It prevails only to the extent it directly and clearly addresses the relevant subject matter in a more specific way than the other applicable documents.

## 22. Governing Law and Dispute Approach

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These Terms are globally oriented and are not, at this stage, tied to a single named jurisdiction as the exclusive governing forum.

Any dispute, claim, right, or remedy remains subject to:

- applicable law;
- mandatory consumer protection rules;
- non-excludable legal rights; and
- any competent forum that must be recognized under applicable law.

Where a concern arises, the parties are encouraged to raise it through the relevant contact channel first.

This allows operational review before formal escalation where appropriate and lawful.

## 23. Assignment

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We may transfer or assign relevant rights, responsibilities, operations, or administration in connection with a future restructuring, successor operation, asset transfer, or later legal entity, where reasonably connected to the continued operation or administration of ZA Digital Solutions.

## 24. Severability and No Waiver

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If part of these Terms is found unenforceable, the remaining parts will continue to the maximum extent permitted.

A delay or failure to enforce a right does not necessarily mean that right has been permanently waived.

## 25. Language and Interpretation

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The English version of these Terms is the primary reference version.

Any translation provided now or later is for convenience, accessibility, or broader understanding only. If a material conflict, ambiguity, or inconsistency arises between a translation and the English version, the English version will prevail, unless applicable law requires otherwise.

## 26. Contact

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For legal, policy, privacy-related, refund-related, or operational contact, please use the appropriate public contact channel made available by ZA Digital Solutions. Unless expressly stated otherwise, email is the primary channel for formal written communication relating to these Terms.

- Contact Email: [zadigitalsolutions.office@gmail.com](mailto:zadigitalsolutions.office@gmail.com)
- GitHub: <https://github.com/ZADigitalSolutions>
- X: <https://x.com/ZADigitalSol>
- Reddit: <https://www.reddit.com/user/ZADigitalSolutions/>
- LinkedIn: <https://www.linkedin.com/in/ziyad-a-76b24419b/>