TERMS & CONDITIONS

Website & Digital Product Terms

Last updated: 10 June 2026

Pretoria, Gauteng, South Africa

info@smartkits.co.za

These terms govern use of the SmartKits website, purchases of digital products, and use of SmartKits downloadable content.

SmartKits Terms & Conditions

Welcome to SmartKits.

These Terms & Conditions govern your access to the SmartKits website, your purchase of any SmartKits digital product, and your use of any SmartKits templates, checklists, guides, prompt packs, downloads or related content.

By using the SmartKits website, placing an order, downloading a product, or using any SmartKits content, you agree to these Terms & Conditions. If you do not agree, do not use the website or buy any SmartKits product.

About SmartKits

SmartKits is a South African digital business resource brand based in Pretoria, Gauteng, South Africa.

Contact email: info@smartkits.co.za

Location: Pretoria, Gauteng, South Africa

Who may use SmartKits

You may use SmartKits only if you are legally capable of entering into a binding agreement under applicable law.

If you buy on behalf of a business, company, close corporation, partnership, trust or other organisation, you confirm that you have authority to bind that organisation to these Terms & Conditions.

What SmartKits sells

SmartKits sells digital business resources. These may include, depending on the product page:

- business templates
- checklists
- admin tools
- planning tools
- marketing resources
- AI prompt packs
- productivity resources
- policies, notices or guides
- editable or non-editable digital documents
- downloadable packs and bundled resources

All SmartKits products are digital. No printed or physical products are supplied unless SmartKits specifically states otherwise on a product page.

Website information and product descriptions

SmartKits aims to describe its products as clearly and accurately as possible. However:

- colours, layouts and formatting may display differently on different devices
- file appearance may differ depending on the software you use
- screenshots and previews are examples only
- product contents, features and formats are limited to what is stated on the relevant product page at the time of purchase

You are responsible for checking that a product suits your needs before buying it.

Orders and electronic contracting

An order placed through the SmartKits website is an offer by you to buy the selected digital product on these Terms & Conditions.

A contract is formed when SmartKits accepts your order by making the download, access or delivery available to you, or by sending an order confirmation or access message.

You agree that electronic communications, website buttons, tick boxes, order confirmations, download links and similar electronic actions may be used to record and prove your agreement, acceptance, request for supply and other statements or instructions.

Prices and payment

Prices are displayed on the website or at checkout.

Unless SmartKits states otherwise:

- prices are shown in South African Rand
- any taxes or charges that apply will be shown at checkout where applicable
- payment must be made in full before access or download is provided

SmartKits may correct genuine pricing errors, technical mistakes or obvious inaccuracies before or after an order is placed. If a corrected price is not acceptable to you, SmartKits may cancel the order and reverse the transaction if required.

Where payment services are provided by a third-party payment operator, your payment may also be subject to that operator's terms and privacy rules.

Digital delivery and immediate supply

SmartKits products are supplied electronically.

Delivery may take place by one or more of the following methods:

- on-screen download after payment
- e-mail delivery
- account access
- secure link access
- other electronic delivery stated on the website

You are responsible for providing the correct email address and ensuring that your device, browser, software and internet access are suitable for receiving the product.

By placing your order, you expressly request that SmartKits begin supplying the digital product as soon as payment is received and the order is processed.

No refunds policy

Because SmartKits products are digital documents and downloadable digital resources, **all sales are final** and **no refunds will be given once access, download, email delivery or any other electronic supply has begun**.

You acknowledge that:

- digital products cannot practically be "returned" once supplied
- SmartKits makes its no-refunds position clear before purchase
- you are responsible for reviewing the product description before buying
- SmartKits may begin supply immediately after purchase at your request

If a file is corrupted, incomplete because of a delivery problem, or materially different from the product description, you must contact SmartKits at info@smartkits.co.za within a reasonable time. SmartKits may, at its discretion, re-send, replace or re-enable access to the file.

This replacement support does not create a right to a refund.

Important: Nothing in this clause limits any right or remedy that cannot lawfully be excluded under South African law.

Licence grant and usage rights

When you buy a SmartKits product, SmartKits grants you a limited, non-exclusive, non-transferable, revocable licence to:

- download the product
- store it on your own devices or secure internal systems
- print it for your own business use
- edit and customise it for your own internal business or personal business use

- use completed final documents in your own business operations

This licence is granted only to the original purchaser.

Unless SmartKits expressly states otherwise in writing, **one purchase grants one licence for one purchaser or one business entity**.

If you are a sole proprietor, the licence is for your own business use.

If you are buying for a company, close corporation, partnership or other organisation, the licence is for that organisation's internal use. Your employees or contractors may access the product only for that organisation's internal business purposes and under that organisation's control.

What you may not do

You may **not**, without SmartKits' prior written permission:

- resell any SmartKits product
- redistribute any SmartKits product
- share download files outside your own business
- transfer or sub-license the product to another person or business
- upload the product to a marketplace, template shop, membership site, public drive, client portal, shared library or download repository
- bundle the product into another paid or free product
- repackage the product for training, coaching, consulting or resale
- provide the editable template or source files to clients or third parties as reusable tools
- claim authorship of the original SmartKits material
- remove copyright notices from original source files where such notices appear
- use the product to create a competing template, toolkit, stationery pack, digital product or SaaS/library offering
- copy the wording, structure, design, arrangement or prompt logic of the product to build a substitute commercial product
- use any SmartKits product for unlawful, deceptive or fraudulent purposes

For clarity, you **may** use a completed and customised end-document in your ordinary business dealings. What you may **not** do is distribute the underlying template, source file or reusable framework to third parties.

Intellectual property

All intellectual property rights in the SmartKits website and SmartKits products, including all original templates, wording, layouts, prompts, graphics, pack structures, branding and downloadable content, belong to SmartKits and/or its licensors.

Your purchase gives you a licence to use the product under these Terms & Conditions. It does **not** transfer ownership of the underlying intellectual property to you.

Any business information, branding, contact details, commercial content or data you add into a template remains yours. However, the original SmartKits framework, wording, structure, design and source content remain the property of SmartKits.

Your changes and your responsibility

SmartKits products are intended to help you start faster and work more efficiently. They are not a substitute for your own review, judgment or professional advice.

You are solely responsible for:

- deciding whether a product is suitable for your business
- editing and customising the content correctly
- checking facts, names, dates, clauses, figures and references
- checking whether the final document fits your industry, municipality, province, country, customer type or business model
- obtaining legal, tax, labour, accounting or sector-specific advice where needed
- ensuring that any final document you use complies with the law and your actual circumstances

Any change you make is at your own risk. This includes:

- deleting or inserting clauses
- changing wording

- shortening or expanding text
- translating the content
- changing headings or definitions
- combining the product with other documents or policies
- rebranding the document
- using it for a purpose other than the one originally described

SmartKits is not liable for any loss, dispute, claim, regulatory issue, contractual issue, tax issue, labour issue, compliance issue, filing failure, enforcement problem or commercial consequence caused by your changes or by your reliance on a template without obtaining advice where needed.

Legal notice and professional disclaimer

SmartKits products are general information tools and practical digital templates only.

They are **not**:

- legal advice
- legal services
- tax advice
- accounting advice
- labour law advice
- regulatory advice
- financial advice
- a substitute for a qualified professional review

SmartKits products have **not** been checked, approved, signed off or customised by attorneys for your specific business matter unless SmartKits expressly says so in writing.

No attorney-client, consultant-client, fiduciary or advisory relationship is created between you and SmartKits by reason of your website use, purchase, download or use of any SmartKits product.

South African law and territory limitation

SmartKits products are created with a South African business and legal context in mind.

They may refer to South African legal concepts, business practices, consumer expectations, website disclosures and operational requirements. They are not drafted for countries, legal systems, states, provinces, municipalities or cities outside South Africa.

They may also be unsuitable if your business is affected by:

- foreign law
- cross-border transactions
- non-South-African consumer laws
- local by-laws or municipal rules
- regulated sectors
- licences or permits specific to your industry
- employment structures or tax arrangements not reflected in the template

Laws, regulations, regulator guidance, case law, industry rules and local requirements can change at any time. SmartKits does not guarantee that any product will remain current, complete or suitable after the date of purchase or after any legal change.

If you operate outside South Africa, across multiple jurisdictions, or in a regulated sector, you must obtain professional local advice before use.

AI prompt packs and third-party tools

Some SmartKits products may include AI prompts, prompt frameworks or AI-assisted content resources.

If you use those products:

- you are responsible for the information you enter into any third-party AI system
- you must review all AI-generated output before using it
- you must not assume that AI output is accurate, lawful, complete or suitable

- you should not upload confidential, sensitive, regulated or personal information into third-party AI systems unless you are legally entitled to do so and understand that provider's rules

SmartKits is not responsible for third-party AI platforms, their terms, their privacy practices, their output quality, their downtime, or the way they process your information.

No guaranteed results

SmartKits does not guarantee that any product will:

- make your business legally compliant
- increase sales
- improve SEO
- improve rankings
- secure contracts
- avoid disputes
- satisfy every customer or regulator
- work in every industry or municipality
- replace professional professional advice

Your results depend on your own business, your edits, your implementation, your legal obligations and the facts of your situation.

Prohibited conduct

You agree not to:

- use the SmartKits website or products for unlawful purposes
- infringe any intellectual property rights
- attempt to bypass access controls or security features
- scrape, copy or harvest website content at scale
- misrepresent SmartKits as having given you legal or professional advice
- use SmartKits branding or materials in a misleading way
- use the products in a way that harms SmartKits or its customers

Limitation of liability

To the maximum extent permitted by law, SmartKits will not be liable for any indirect, consequential, incidental, special or punitive loss or damage, including:

- loss of profit
- loss of revenue
- loss of business opportunity
- loss of goodwill
- loss of data
- wasted time
- interrupted business
- regulatory fines
- claims from your customers, staff, contractors or third parties
- losses caused by your edits, misuse, outdated law, incorrect input or failure to obtain advice

To the extent that SmartKits is found legally liable for a claim arising directly from a paid product order, SmartKits' total aggregate liability for that specific claim will be limited to the amount actually paid by you for the specific product that gave rise to the claim.

Nothing in these Terms & Conditions excludes or limits any liability that cannot lawfully be excluded or limited, including liability for fraud, wilful misconduct or gross negligence where the law does not permit exclusion.

Your indemnity to SmartKits

You indemnify and hold SmartKits harmless from and against any claim, demand, action, cost, loss, liability, expense or damage suffered or incurred by SmartKits arising from or connected with:

- your breach of these Terms & Conditions
- your unlawful or misleading use of a SmartKits product
- your redistribution, resale or unauthorised sharing of a SmartKits product
- your edits, customisations or re-use of a product in a different context
- your use of a product without obtaining appropriate advice
- your use of a product outside South Africa or in a regulated context without proper review
- your infringement of any third-party rights

This indemnity applies only to the extent permitted by law.

Suspension and termination

If you breach these Terms & Conditions, SmartKits may suspend your access, disable further downloads, refuse future orders, and terminate your licence immediately.

If your licence ends for breach:

- you must stop using the relevant source files and templates
- you must not continue redistributing or commercialising them
- SmartKits may require you to delete or destroy unauthorised copies

Termination does not affect rights or obligations that arose before termination.

Complaints, disputes and governing law

These Terms & Conditions are governed by the laws of South Africa.

If you have a complaint, please contact SmartKits first at info@smartkits.co.za so that SmartKits has a fair opportunity to resolve the matter.

If a dispute cannot be resolved informally within a reasonable time, either party may use any remedy or forum available under South African law, including a regulator, ombud, consumer body or competent court, as applicable.

Nothing in these Terms & Conditions prevents a consumer from approaching any authority, ombud or court that the law allows.

Subject to applicable law, the parties consent to the jurisdiction of the courts of Gauteng, Pretoria, where that court has jurisdiction.

Changes to these Terms & Conditions

SmartKits may update these Terms & Conditions from time to time by publishing a revised version on the website.

The version in force at the time of your order will generally apply to that order. The latest website version will apply to future use of the website and future purchases after publication.

General

If any provision of these Terms & Conditions is found to be unlawful, invalid or unenforceable, that provision must be interpreted as narrowly as necessary or severed to the extent necessary, and the rest of the Terms & Conditions will continue to apply.

A failure by SmartKits to enforce any right is not a waiver of that right.

These Terms & Conditions, together with any product page, checkout page and notices expressly incorporated into them, form the agreement between you and SmartKits relating to the relevant purchase and website use.

Contact

SmartKits

Pretoria, Gauteng, South Africa

Email: info@smartkits.co.za

END OF TERMS & CONDITIONS