

WEBSITE TERMS & CONDITIONS**AND DATA PROTECTION POLICY**

VestaDappa (Pty) Ltd | t/a Digital Dappa

Organisation Type	Private Company (Pty) Ltd
Information Officer	Mr. M Ngwenya (NGWENYA, MENGEZI) Appointed: 15 July 2025
Governing Law	Republic of South Africa — POPIA Act 4 of 2013
Applies To	All website visitors, users, and service clients
Legal Review Status	CERTIFIED Busisiwe G. Lupuwana, BGL Inc 08 March 2026

These Terms and Conditions are published on the VestaDappa website for public access. By visiting our website, using our online tools, or engaging our services, you acknowledge that you have read and agree to be bound by these Terms. If you do not agree, you must immediately cease use of our website and services.

TABLE OF CONTENTS

1. Definitions
2. Who We Are
3. Acceptance of Terms
4. Services Offered
5. Website Use and Acceptable Conduct
6. Payment Terms
7. Intellectual Property Rights
8. Data Protection and Privacy (POPIA)
9. Cookies and Analytics
10. Confidentiality
11. Limitation of Liability and Disclaimers
12. Client Responsibilities
13. Revisions, Approvals, and Project Changes
14. Termination and Suspension

15. Governing Law and Dispute Resolution
 16. Amendments to These Terms
 17. General Provisions
 18. Legal Certification Block
 19. Contact Information
-

In these Terms and Conditions, the following definitions apply:

- **"Company" / "VestaDappa" / "We" / "Us"**: VestaDappa (Pty) Ltd, trading as Digital Dappa, a private company incorporated in South Africa.
- **"Website"**: The VestaDappa website accessible at www.digitaldappa.co.za and any related subdomains.
- **"User" / "You"**: Any person or entity that accesses the Website or uses any of our Services, whether or not they engage us commercially.
- **"Client"**: A User who has entered into a commercial engagement with VestaDappa for the provision of Services.
- **"Services"**: All creative, digital, and technical services offered by VestaDappa including video rendering, editing, 3D animation, website design, logo design, AI infrastructure services, and analytics.
- **"Personal Information"**: Any information that identifies or could identify a natural or juristic person, as defined in POPIA.
- **"Client Files" / "Media"**: Any files, footage, images, audio, data, or materials submitted by a User or Client for processing.
- **"POPIA"**: The Protection of Personal Information Act 4 of 2013 (South Africa) and all regulations issued thereunder.
- **"Information Officer"**: Mr. M Ngwenya (NGWENYA, MENGEZI), appointed and registered with the Information Regulator on 15 July 2025 (Reg. No. 2025-057728).
- **"Information Regulator"**: The statutory body established under POPIA to oversee the protection of personal information in South Africa.
- **"Deliverable"**: The final work product produced by VestaDappa and delivered to a Client on completion of a Service.
- **"Processing"**: Any operation performed on Personal Information, including collection, storage, use, transmission, modification, and deletion.
- **"Breach"**: Any unauthorised or unlawful access to, loss of, or destruction of Personal Information.
- **"Cookies"**: Small data files stored on your device when you visit our Website, used to improve user experience and gather analytics.

VestaDappa (Pty) Ltd, trading as **Digital Dappa**, is a South African private company specialising in creative media production, AI infrastructure, and digital design services. We are registered as a Responsible Party under POPIA with the Information Regulator of South Africa (Registration Number: **2025-057728**).

Our appointed **Information Officer** is **Mr. M Ngwenya (NGWENYA, MENGEZI)**, registered with the Information Regulator on 15 July 2025. The Information Officer is responsible for overseeing our compliance with POPIA and handling all data subject requests.

3.1 These Terms and Conditions govern your use of the VestaDappa website and any Services you engage us to provide. They constitute a legally binding agreement between you and VestaDappa under the laws of the Republic of South Africa.

3.2 By accessing or using our Website, requesting a quote, submitting files, making payment, or otherwise engaging with VestaDappa, you unconditionally accept these Terms in their entirety.

3.3 If you are acting on behalf of a company or other legal entity, you represent that you have authority to bind that entity to these Terms.

3.4 If you do not agree with any part of these Terms, you must not use our Website or Services.

3.5 VestaDappa reserves the right to amend these Terms at any time. The current version will always be published on our Website. Continued use after publication of amendments constitutes acceptance.

4.1 VestaDappa offers the following services:

- Video production: rendering, editing, colour grading, and post-production
- 3D modelling, animation, and visualisation
- Website design, development, and hosting support
- Logo design and brand identity development
- AI infrastructure setup and management (e.g., Ollama, Botpress, Sim.ai)
- Analytics implementation and reporting (Matomo-based)
- Any additional services as agreed in writing between the parties

4.2 The specific scope, timeline, pricing, and deliverables for each engagement will be confirmed in a written proposal, quote, or invoice. These Terms apply to all such engagements.

4.3 VestaDappa reserves the right to decline any project request without obligation to provide reasons, particularly where the request conflicts with our values, legal obligations, or capacity.

4.4 VestaDappa does not guarantee specific outcomes, rankings, performance metrics, or results from any Service unless expressly stated in writing.

5.1 You may use our Website for lawful purposes only and in a manner that does not infringe the rights of others or restrict their use of the Website.

5.2 You must not:

- Attempt to gain unauthorised access to our systems, servers, or databases
- Upload or transmit any malicious code, viruses, or harmful software
- Use our Website to harass, defame, or harm any person
- Scrape, copy, or reproduce any content from our Website without written permission
- Use automated tools to access or interact with our Website in a way that disrupts normal operation
- Misrepresent your identity or affiliation when using our Website or Services
- Submit false, misleading, or unlawful information to VestaDappa

5.3 VestaDappa reserves the right to restrict or block access to our Website for any User who violates these Terms, without prior notice or liability.

5.4 Our Website may contain links to third-party websites. VestaDappa is not responsible for the content, privacy practices, or terms of those external sites.

6.1 Advance Payment: A minimum deposit of 50% of the quoted fee is required before any work commences, unless otherwise agreed in writing.

6.2 Final Payment: The remaining balance is payable upon delivery of the Deliverable and before any intellectual property rights are transferred to the Client.

6.3 Late Payment: Overdue amounts attract a late payment charge of 2% per month (or part thereof), calculated from the due date until the date of payment.

6.4 Withheld Delivery: VestaDappa may withhold any Deliverable until all outstanding fees are settled in full.

6.5 Currency: All prices are in South African Rand (ZAR) unless expressly stated otherwise.

6.6 Refunds: Deposits and fees paid for work already commenced are non-refundable. Unused deposit refund requests must be submitted in writing before any work has commenced and are subject to VestaDappa's discretion.

6.7 Taxes: Quoted prices are exclusive of VAT and any other applicable taxes unless expressly stated. The Client is responsible for all applicable taxes.

7.1 All intellectual property rights in Deliverables created by VestaDappa — including copyright, design rights, and related rights — vest in VestaDappa until full payment is received.

7.2 In terms of South African copyright law, copyright in original works cannot be assigned in advance of creation but vests automatically in the author. Upon receipt of full and final payment, VestaDappa hereby **waives** and cedes all moral rights and assigns all economic rights, title, and interest in the final agreed Deliverable to the Client, to the fullest extent permitted by the Copyright Act 98 of 1978, as specified in the project agreement. VestaDappa retains the right to feature the work in its portfolio unless the Client requests otherwise in writing at the time of delivery.

7.3 VestaDappa Website Content: All content on our Website — including text, graphics, logos, images, audio clips, and software — is the property of VestaDappa and is protected by South African and international copyright law. No content may be reproduced, distributed, or used commercially without prior written permission.

7.4 Client-Supplied Materials: The Client warrants and represents that all materials submitted to VestaDappa are either owned by the Client or used under valid licence. The Client indemnifies VestaDappa against any third-party intellectual property claims arising from Client-supplied content.

7.5 Third-party assets incorporated into Deliverables (e.g., stock footage, licensed fonts, plugins, music) remain subject to their respective licences. VestaDappa will disclose any such licence requirements prior to delivery.

VestaDappa is a registered Responsible Party under POPIA (Reg. No. 2025-057728). We are fully committed to protecting your personal information in accordance with all eight conditions of lawful processing under POPIA.

8.1 What Personal Information We Collect

We may collect the following categories of personal information:

- Identity information: name, surname, and identity or company registration number
- Contact details: email address, phone number, physical address
- Billing and payment information: banking details, invoice records
- Project files and media submitted for processing
- Website usage data: IP address, browser type, pages visited (via cookies and Matomo analytics)

- Communications: emails, messages, and enquiries submitted via our Website or platforms

We do not knowingly collect the personal information of minors under the age of 18 without parental or guardian consent.

8.2 How We Use Your Personal Information

We process your personal information only for the following purposes:

- To provide the Services you have requested and fulfil contractual obligations
- To communicate with you about your project, invoices, and related matters
- To process payments and maintain financial records
- To improve our Website, Services, and internal operations
- To comply with legal and regulatory obligations
- To respond to data subject rights requests

We will never sell, rent, or trade your personal information to any third party. Any sharing with third parties is limited to what is strictly necessary to deliver our Services (e.g., payment processors) and is governed by Data Processing Agreements (DPAs).

8.3 Client File Handling and Secure Transmission

- Client Files must be submitted via our designated secure channels (SFTP, encrypted upload links). Submission via unencrypted channels is not recommended for sensitive files.
- Files are stored on encrypted servers with strict access controls.
- Access to Client Files is limited to personnel directly involved in your project.
- VestaDappa will not copy, share, or use Client Files for any purpose other than delivering the agreed Service.

8.4 Data Deletion Policy

VestaDappa operates a strict deletion-after-delivery policy. All Client Files are permanently and securely deleted from our systems within 7 days of the Client confirming receipt of the final Deliverable.

- **Raw footage, source files, working files, and temporary project data** are permanently deleted within **7 days** of confirmed delivery.
- **No Client Files are retained** beyond this window without the Client's explicit written consent.
- **Backups** containing Client Files are purged within the same 7-day post-delivery window.
- Analytics data is anonymised upon project completion. No personally identifiable analytics data is retained.
- Clients are solely responsible for retaining their own copies of all original and delivered files.

Important: VestaDappa accepts no liability for files that can no longer be recovered after the 7-day deletion window has elapsed. Please ensure you maintain backups.

8.5 Data Retention Schedule

The following data is retained for legal and compliance purposes only:

Invoices and billing records	7 years	Income Tax Act 58/1962
Client contact details	Duration of relationship + 3 yrs	POPIA / Contract
Signed agreements / proposals	7 years	Prescription Act 68/1969
Payment records	7 years	Companies Act 71/2008
Data breach incident logs	5 years	POPIA Section 22

POPIA compliance records	5 years minimum	POPIA
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8.6 Data Security Measures

VestaDappa implements the following security measures to protect your information:

SFTP / FTPS	Secure file transfer protocols for all Client file uploads
Access Control	Role-based access; only authorised personnel access Client data
Backups	Automated daily encrypted backups (Proxmox snapshots)
Firewall	Strict firewall rules preventing unauthorised external access
Audits	Regular internal security audits and risk assessments

8.7 International Data Transfers

Client data may be processed on servers located in France (OVH Cloud). France, as an EU member state, operates under the General Data Protection Regulation (GDPR), which the South African Information Regulator recognises as providing an adequate level of protection comparable to POPIA. Standard contractual safeguards are in place for all such transfers. By using our Services, you consent to this transfer.

8.8 Third-Party Data Processors

VestaDappa may engage the following categories of trusted third-party processors to deliver our Services:

- Communication platforms (e.g., Twilio for WhatsApp and SMS notifications)
- Payment processors (e.g., Flutterwave for transaction processing)
- Cloud infrastructure providers (e.g., OVH Cloud for server hosting)

All third-party processors are bound by Data Processing Agreements (DPAs) requiring them to handle your data lawfully and securely, and only for the specified purpose. VestaDappa does not sell, rent, or trade your personal information.

8.9 Your Rights Under POPIA

As a data subject under POPIA, you have the following rights, which you may exercise free of charge by contacting our Information Officer:

To Be Informed	Know how, why, and by whom your personal information is processed.
Access	Request a copy of the personal information VestaDappa holds about you.
Rectification	Request correction of inaccurate or incomplete personal information.
Erasure / Deletion	Request deletion of your data, subject to legal retention requirements.

Object	Object to processing, including direct marketing communications.
Complain	Lodge a complaint with the Information Regulator of South Africa.

To exercise any right, submit a written request to our Information Officer: **Mr. M Ngwenya** at **hello@digitaldappa.co.za**. We will acknowledge receipt of a valid data subject request within **5 business days** and will respond substantively within **30 calendar days**. Where a request is complex, or where we need to verify your identity, we may extend this period by up to a further **30 calendar days** and will inform you of the extension and the reasons for it. We may charge a prescribed fee for requests where permitted by law (refer to Section 23 of POPIA).

8.10 Data Breach Notification

In the event of a data breach that poses a risk to your rights and freedoms, VestaDappa will act in accordance with Section 22 of POPIA and will:

- Notify all affected data subjects **as soon as reasonably possible** after becoming aware of the breach
- Report the breach to the Information Regulator as required under POPIA Section 22, as soon as reasonably possible
- Provide full details of the breach, the personal information affected, the likely consequences, and the remedial measures taken or to be taken
- Maintain a breach register for a minimum of 5 years

In terms of Section 22 of POPIA, notification must be given as soon as reasonably possible after discovery of the compromise. The timing will depend on the nature and complexity of the incident and the investigation required.



9.1 Our Website uses cookies and similar tracking technologies to enhance your browsing experience and to collect anonymous usage analytics via our self-hosted Matomo platform.

9.2 We use the following types of cookies:

Essential	Required for core website functionality	Session
Analytics	Anonymous usage statistics via Matomo	Up to 13 months
Preference	Remembering your language and display settings	Up to 12 months

9.3 We use cookies and Matomo analytics to improve our Website. Matomo is self-hosted and configured to anonymise IP addresses and minimise personal data processing. Where analytics or other non-essential cookies process personal information, we will obtain prior opt-in consent via a cookie banner and provide an easy way to withdraw consent. For further details, see our Cookie Policy.

9.4 You may disable cookies through your browser settings at any time. Note that disabling essential cookies may affect the functionality of our Website. We do not use cookies for targeted advertising or profiling.

9.5 Our Matomo analytics platform is self-hosted on our own servers. Analytics data is anonymised and not shared with any third party.



10.1 VestaDappa treats all project briefs, client information, and business details shared with us as strictly confidential. We will not disclose such information to any third party without your prior written consent, except as

required by law.

10.2 Sub-contractors or service providers engaged to assist with project delivery are bound by written confidentiality obligations equivalent to those in these Terms.

10.3 Confidentiality obligations in these Terms survive termination of the relationship for a period of three (3) years.

11.1 Liability Cap: VestaDappa's total liability to you for any claim arising from or related to our Services shall not exceed the total fees paid by you for the specific project giving rise to the claim.

11.2 Excluded Damages: To the maximum extent permitted by applicable law, VestaDappa shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, business interruption, or loss of data.

11.3 Website Availability: We do not warrant that our Website will be available at all times, error-free, or free from viruses. We accept no liability for any loss resulting from Website unavailability or technical errors.

11.4 Client-Supplied Content: VestaDappa is not liable for defects, errors, or legal issues in Deliverables attributable to Client-supplied materials.

11.5 Force Majeure: VestaDappa is not liable for delays or non-performance caused by circumstances beyond our reasonable control, including but not limited to power failures, internet disruptions, natural disasters, or government restrictions.

11.6 Post-Deletion Files: Once Client Files are deleted per clause 8.4, VestaDappa bears no responsibility for their recovery or unavailability.

11.7 Third-Party Links: VestaDappa is not responsible for the content, accuracy, or practices of any third-party website linked from our Website.

11.8 Artificial Intelligence Disclaimer: Certain VestaDappa services and tools are powered, in whole or in part, by artificial intelligence (AI) technologies, including large language models and generative AI systems. While we take reasonable steps to ensure the quality and accuracy of AI-assisted outputs, AI systems are inherently capable of producing inaccurate, incomplete, or misleading results — commonly referred to as "**AI hallucinations**". VestaDappa (Pty) Ltd expressly disclaims all liability for any loss, damage, reliance, or decision made on the basis of AI-generated content or outputs, whether produced by our systems or third-party AI services integrated into our platform. All AI-generated outputs should be independently reviewed and verified before use. By using any AI-powered feature of our Services, you acknowledge and accept this inherent limitation.

When engaging VestaDappa for Services, the Client undertakes to:

- Provide accurate, complete, and lawful instructions and files in a timely manner
- Ensure all submitted materials are lawfully owned or licenced
- Review and approve Deliverables within the agreed timeframe
- Notify VestaDappa of any issues with Deliverables within **7 days** of receipt
- Maintain independent backups of all source files and original materials
- Not use VestaDappa's systems to upload or transmit unlawful, harmful, or infringing content
- Not misrepresent the nature or intended use of any project

13.1 The number of included revision rounds will be specified in the project proposal. Additional revisions are billed at VestaDappa's prevailing hourly rate.

13.2 Requests for material scope changes after work has commenced may result in revised timelines and additional costs. All scope changes require written agreement.

13.3 VestaDappa will obtain written approval from the Client before delivering the final Deliverable and before initiating the post-delivery file deletion process.

14.1 Either party may terminate a project by providing written notice. The Client remains liable for all fees for work completed to the date of termination.

14.2 VestaDappa may suspend or terminate its Services and/or a User's access to our Website immediately and without prior notice in cases of: non-payment; breach of these Terms; abusive or threatening conduct; or use of our Services for unlawful purposes.

14.3 On termination, VestaDappa will return, delete, or destroy Client Files in accordance with clause 8.4. Deliverables remain VestaDappa's property until all outstanding fees are fully settled.

15.1 These Terms are governed exclusively by the laws of the Republic of South Africa, including POPIA, the Consumer Protection Act 68 of 2008, and the Electronic Communications and Transactions Act 25 of 2002.

15.2 Any dispute arising from or in connection with these Terms shall first be submitted to good-faith negotiation. If not resolved within 30 days, the dispute shall be referred to mediation or binding arbitration in accordance with the Arbitration Act 42 of 1965.

15.3 Nothing in this clause prevents either party from applying to a competent court for urgent interim relief.

15.4 The parties consent to the jurisdiction of the South African courts.

16.1 VestaDappa reserves the right to amend these Terms at any time. The updated Terms will be published on our Website with a revised version number and effective date.

16.2 For material changes, VestaDappa will endeavour to provide reasonable notice to registered users or active Clients.

16.3 Continued use of our Website or Services after the published effective date of any amendment constitutes your acceptance of the revised Terms.

17.1 **Entire Agreement:** These Terms, together with any signed project proposal or agreement, constitute the entire agreement and supersede all prior understandings.

17.2 **Severability:** If any provision is found unlawful or unenforceable, the remaining provisions continue in full force.

17.3 **Waiver:** Failure to enforce any provision does not constitute a waiver of that right.

17.4 **Assignment:** Users may not assign rights or obligations under these Terms without VestaDappa's prior written consent.


17.5 Electronic Communications: Communications sent by email constitute valid written notices under these Terms, in accordance with the Electronic Communications and Transactions Act 25 of 2002.

17.6 Language: These Terms are published in English. In the event of any conflict with a translated version, the English version shall prevail.

This section is reserved for formal certification by a qualified South African attorney or legal professional. This document must be reviewed, approved, and certified before being published on the VestaDappa website.

ATTORNEY / LEGAL PRACTITIONER CERTIFICATION

I, the undersigned, being a duly admitted legal practitioner of the High Court of South Africa, hereby certify that I have reviewed the Terms and Conditions of VestaDappa (Pty) Ltd (t/a Digital Dappa) as set out in this document, and confirm that, to the best of my knowledge and professional opinion, the provisions herein are lawful and compliant with the applicable laws of the Republic of South Africa, including but not limited to POPIA, the Consumer Protection Act, and the Electronic Communications and Transactions Act.

Full Name (Attorney):	BUSISIWE GUGULETHU LUPUWANA
Law Firm / Practice:	BGL Inc
Date of Review:	08 MARCH 2026
Signature:	
Law Society / GCB Stamp:	

After certification, please return one signed copy to VestaDappa (hello@digitaldappa.co.za) and retain one copy for your records. The certified version will be published on the VestaDappa website bearing the attorney's confirmation reference.

COMPANY AUTHORISATION FOR PUBLICATION

The undersigned, duly authorised on behalf of VestaDappa (Pty) Ltd, confirms that this document has been reviewed, that the contents are accurate to the best of their knowledge, and authorises the publication of these Terms and Conditions on the VestaDappa website.

Full Name:	MR M NGWENYA
Date:	08/03/2026

[Redacted signature and stamp area]

General Enquiries	hello@digitaldappa.co.za
Information Officer (POPIA Requests)	Mr. M Ngwenya — hello@digitaldappa.co.za
Information Regulator (SA)	enquiries@inforegulator.org.za www.inforegulator.org.za
Website	www.digitaldappa.co.za
POPIA Registration Number	2025-057728

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Approved by:	Information Officer: Mr. M Ngwenya

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