Tab 1

SM Web Systems – Terms of Service

Last updated: 8 February 2026

These Terms of Service ("Terms") govern your access to and use of the websites, platforms, and services provided by SM Web Systems (Pty) Ltd ("SM Web Systems", "we", "us", "our"), including:

- smwebsystems.com (primary website)
- training.smwebsystems.com (training platform)
- Any related services, content, tools, and features

By accessing or using our websites and services, you agree to be bound by these Terms. If you do not agree, you must not use our services.

1. About SM Web Systems

SM Web Systems (Pty) Ltd
 Registration Number: 2026/031662/07
 Address: 122 Roberts Avenue, Kensington, Gauteng, South Africa, 2094
 Email: info@smwebsystems.com, userdata@smwebsystems.com, hr@smwebsystems.com
 Phone: +27 67 062 3697

Information Officer (POPIA): Mukhtar Meer
 Email: hr@smwebsystems.com

SM Web Systems is a South African software development and training company that provides:

- Software development services (web applications, mobile apps, custom solutions)
- Developer training programs (pro bono and commercial)
- Technology consulting and digital transformation services
- Developer community and collaboration platforms

2. Legal framework and jurisdiction

2.1 Governing law

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa, including but not limited to:

- Protection of Personal Information Act, 4 of 2013 (POPIA)
- Electronic Communications and Transactions Act, 25 of 2002 (ECT Act)
- Consumer Protection Act, 68 of 2008 (CPA) (where applicable)
- Copyright Act, 98 of 1978
- Patents Act, 57 of 1978

2.2 Jurisdiction

Any disputes arising from these Terms or your use of our services shall be subject to the exclusive jurisdiction of the courts of South Africa, with seat in Johannesburg, Gauteng.

2.3 Language

These Terms are drafted in English. In the event of any translation, the English version shall prevail.

3. Definitions

For the purposes of these Terms:

- "User", "you", "your" - any person or entity accessing or using our websites or services
- "Services" - all websites, platforms, training programs, software tools, content, and related services provided by SM Web Systems
- "Content" - all text, images, code, designs, documentation, videos, and other materials available through our Services
- "User Content" - any content, code, feedback, or materials you submit, post, or upload to our Services
- "Account" - a registered user account on our platforms (if applicable)
- "Intellectual Property" or "IP" - patents, copyrights, trademarks, trade secrets, designs, and other proprietary rights

4. Acceptance of Terms

4.1 Agreement to Terms

By accessing or using our Services, you:

- Acknowledge that you have read, understood, and agree to be bound by these Terms
- Agree to comply with all applicable laws and regulations
- Confirm that you have the legal capacity to enter into binding contracts

4.2 Age requirement

You must be at least 18 years old to use our Services independently. If you are under 18, you may only use our Services with the involvement and consent of a parent or legal guardian.

4.3 Changes to Terms

We reserve the right to update or modify these Terms at any time. Changes will be effective immediately upon posting on our website, unless otherwise specified.

We will notify you of material changes by:

- Updating the "Last updated" date at the top of this page
- Sending an email to your registered email address (if you have an Account)
- Posting a notice on our website

Your continued use of our Services after changes take effect constitutes acceptance of the revised Terms.

4.4 Additional agreements

Certain Services may be subject to additional terms and conditions, including:

- Developer Participation Agreement – for community contributors and open-source collaborators-
- Client Services Agreement – for commercial software development projects

- Training Enrollment Agreement – for paid training programs
- Non-Disclosure Agreement (NDA) – for confidential projects and collaborations

Where additional agreements apply, they supplement these Terms. In the event of conflict, the additional agreement takes precedence for the specific service.

5. User accounts and registration

5.1 Account creation

Some Services may require you to create an Account by providing:

- Name and contact information (email address, phone number)
- Professional details (role, skills, interests)
- Authentication credentials (username, password)

You agree to provide accurate, current, and complete information and to update it as necessary.

5.2 Account security

You are responsible for:

- Maintaining the confidentiality of your Account credentials
- All activities that occur under your Account
- Notifying us immediately of any unauthorized access or security breach

We are not liable for any loss or damage arising from your failure to protect your Account.

5.3 Account termination

We reserve the right to suspend or terminate your Account at any time, with or without notice, if:

- You violate these Terms or any applicable policies
- You engage in fraudulent, abusive, or illegal activity
- We are required to do so by law or regulatory authority
- We discontinue the Service

You may terminate your Account at any time by contacting us at info@smwebsystems.com.

Upon termination:

- Your right to access and use the Services ceases immediately
- We may delete your Account data in accordance with our data retention policies (see Privacy Policy)
- Sections of these Terms that by their nature should survive (e.g., IP ownership, disclaimers, indemnification) remain in effect

6. Acceptable use policy

6.1 Permitted uses

You may use our Services only for lawful purposes and in accordance with these Terms. Permitted uses include:

- Browsing our websites and accessing publicly available content
- Enrolling in training programs and participating in learning activities

- Collaborating on projects and contributing code (subject to separate agreements)
- Contacting us for information or support
- Using software tools and platforms we provide in accordance with their documentation

6.2 Prohibited uses

You agree NOT to:

a) Violate laws or regulations:

- Engage in any illegal activity
- Violate intellectual property rights, privacy rights, or other third-party rights
- Distribute malware, viruses, or harmful code

b) Abuse or harm the Services:

- Interfere with or disrupt the Services, servers, or networks
- Attempt to gain unauthorized access to systems, accounts, or data
- Use automated tools (bots, scrapers, crawlers) without our prior written consent
- Overload or stress-test our infrastructure

c) Misuse content or data:

- Copy, reproduce, distribute, or publicly display our Content without authorization
- Reverse-engineer, decompile, or disassemble our software or platforms
- Remove, alter, or obscure copyright notices, trademarks, or attribution

d) Engage in harmful conduct:

- Harass, threaten, impersonate, or defraud other users
- Post or transmit offensive, defamatory, or discriminatory content
- Spam, phish, or engage in unsolicited marketing
- Violate our Code of Conduct (where applicable)

6.3 Enforcement

Violation of this Acceptable Use Policy may result in:

- Immediate suspension or termination of your Account
- Removal of User Content
- Legal action, including claims for damages
- Reporting to law enforcement or regulatory authorities

7. Intellectual property rights

7.1 SM Web Systems IP ownership

Unless otherwise specified, all Content, software, designs, trademarks, logos, and other materials available through our Services are owned by or licensed to SM Web Systems and are protected by:

- South African and international copyright laws
- Trademark laws
- Patent laws (where applicable)

- Trade secret and confidentiality protections

Our trademarks include:

- "SM Web Systems"
- "SM WEB SYSTEMS"
- Associated logos and branding

You may not use our trademarks without our prior written permission.

7.2 Limited license to users

We grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and use our Services for personal, educational, or business purposes (as applicable)
- View and download publicly available Content for personal reference (not for redistribution)

This license does NOT permit you to:

- Reproduce, modify, distribute, or create derivative works from our Content without authorization
- Use our Content for commercial purposes (except as expressly authorized)
- Sub-license, sell, or transfer your rights to any third party

7.3 User Content ownership

You retain ownership of any User Content you submit, post, or upload to our Services, including:

- Code contributions (subject to separate Developer Participation Agreement or project license)
- Feedback, comments, and suggestions
- Training submissions and portfolio materials

7.4 License grant from users to SM Web Systems

By submitting User Content to our Services, you grant SM Web Systems a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable license to:

- Use, reproduce, modify, adapt, and display your User Content
- Incorporate your User Content into our Services, training materials, and marketing (with attribution where appropriate)
- Create derivative works based on your User Content for the purposes of operating, improving, and promoting our Services

Purpose limitation: This license is limited to operating our Services, providing training, and promoting our platform. We will not sell your User Content to third parties for unrelated commercial purposes.

Attribution: Where practical and appropriate, we will provide attribution for your contributions (e.g., code commits, project credits).

7.5 Open-source and third-party licenses

Some of our Services may include or rely on open-source software or third-party components, which are subject to their own licenses (e.g., MIT, Apache 2.0, GPL).

Where you contribute to open-source projects hosted or managed by SM Web Systems, your contributions are subject to the applicable open-source license (as specified in the project repository).

7.6 Feedback and suggestions

If you provide feedback, suggestions, or ideas for improving our Services ("Feedback"), you grant SM Web Systems the right to use, implement, and commercialize such Feedback without any obligation to compensate you or provide attribution.

7.7 Copyright infringement claims (DMCA-equivalent)

If you believe that Content available through our Services infringes your copyright, please contact us at legal@smwebsystems.com with:

- Your contact information
- Description of the copyrighted work
- Location of the allegedly infringing Content (URL or specific reference)
- A statement that you have a good-faith belief that the use is unauthorized
- A statement, under penalty of perjury, that the information is accurate and you are authorized to act on behalf of the copyright owner
- Your physical or electronic signature

We will investigate and take appropriate action in accordance with South African copyright law.

8. Privacy and data protection

8.1 Privacy Policy

Your use of our Services is subject to our Privacy Policy, which explains how we collect, use, disclose, and protect your personal information in accordance with POPIA, GDPR, and CCPA.

By using our Services, you consent to the collection and use of your information as described in our Privacy Policy.

8.2 Cookies

We use cookies and similar tracking technologies as described in our Cookie Policy. By continuing to use our Services, you consent to our use of cookies in accordance with that policy.

8.3 POPIA compliance

SM Web Systems is committed to complying with POPIA. Our Information Officer is available to address any data protection concerns at hr@smwebsystems.com.

You have rights under POPIA, including:

- Right to access your personal information
- Right to correct inaccurate information
- Right to request deletion (subject to legal retention requirements)

- Right to object to processing
- Right to lodge a complaint with the Information Regulator

For more information, see our Privacy Policy.

9. Training services

9.1 Training programs

SM Web Systems offers various training programs, including:

- Pro bono training - free training for qualifying developers (subject to separate Developer Participation Agreement)
- Paid training courses - commercial training programs with enrollment fees
- Workshops and bootcamps - short-term intensive training events

9.2 Enrollment and eligibility

Enrollment in training programs may require:

- Completion of an application or registration form
- Acceptance of additional terms (Training Enrollment Agreement)
- Payment of fees (for paid programs)
- Meeting eligibility criteria (e.g., skills assessment, availability commitment)

We reserve the right to accept or reject applications at our discretion.

9.3 Training content and materials

Training content, including videos, slides, code examples, and documentation, is proprietary to SM Web Systems and subject to the IP ownership provisions in Section 7.

You may use training materials for personal learning purposes only. You may NOT:

- Reproduce, distribute, or publicly share training materials without permission
- Use training materials to deliver competing training programs
- Remove copyright or attribution notices

9.4 Certification and credentials

Upon successful completion of certain training programs, you may receive a certificate or credential. Such credentials:

- Are issued by SM Web Systems and represent completion of the specific program
- Do not constitute professional certification or accreditation by external bodies (unless explicitly stated)
- May be verified by third parties through our verification system

Misrepresenting your credentials or fraudulently claiming completion of training is a violation of these Terms.

9.5 Refunds and cancellations

Paid training programs:

- Cancellation by you: If you cancel your enrollment before the program start date, you may receive a refund according to our refund policy (specified at enrollment). Cancellations after the program has started are generally not refundable.
- Cancellation by us: If we cancel a program, you will receive a full refund or the option to transfer to another program.

Pro bono training:

- No fees are charged; no refunds apply.
- Participants who fail to meet attendance or participation requirements may be removed from the program without recourse.

For specific refund terms, see your Training Enrollment Agreement.

10. Client services

10.1 Software development and consulting

SM Web Systems provides software development and consulting services to clients under separate Client Services Agreements.

These Terms govern your use of our website and general Services. For commercial projects, the Client Services Agreement will specify:

- Scope of work and deliverables
- Fees, payment terms, and invoicing
- Intellectual property ownership and licensing
- Confidentiality obligations
- Warranties and liability

10.2 Estimates and proposals

Any estimates, proposals, or quotes we provide are:

- Valid for the period specified (typically 30 days)
- Non-binding until a formal Client Services Agreement is executed
- Subject to change based on scope, requirements, or market conditions

10.3 Independent contractor relationship

Unless otherwise specified in a Client Services Agreement, developers and contractors engaged by SM Web Systems are independent contractors, not employees. This affects:

- Tax treatment (no PAYE withholding for independent contractors)
- Benefits (no employee benefits unless separately agreed)
- Intellectual property (as specified in separate agreements)

11. Developer participation and contributions

11.1 Community contributions

SM Web Systems operates developer community platforms where users can:

- Contribute code to open-source and internal projects
- Participate in hackathons and coding challenges

- Collaborate on pro bono and community projects

11.2 Developer Participation Agreement

Developers who actively contribute to our projects must enter into a Developer Participation Agreement, which governs:

- IP ownership and licensing of contributions
- Confidentiality obligations
- Code of Conduct compliance
- Non-solicitation and non-compete provisions (where applicable)

By contributing code without a signed Developer Participation Agreement, you grant SM Web Systems the license specified in Section 7.4.

11.3 Code of Conduct

All developers and community members must comply with our Code of Conduct, which requires:

- Respectful and professional behavior
- No harassment, discrimination, or abusive conduct
- Constructive feedback and collaboration
- Compliance with applicable laws and these Terms

Violations of the Code of Conduct may result in removal from projects, suspension of Account, or termination of participation.

12. Third-party services and links

12.1 Third-party integrations

Our Services may integrate with or link to third-party platforms and services, including:

- GitHub, GitLab (code hosting and version control)
- Slack, Microsoft Teams (communication and collaboration)
- Google Analytics, Hotjar (analytics and tracking)
- Social media platforms (LinkedIn, Facebook, Instagram, TikTok, YouTube, Pinterest, X/Twitter, Reddit, Medium)

Your use of third-party services is subject to their own terms and privacy policies. We are not responsible for the content, practices, or availability of third-party services.

12.2 Third-party content

We may display or link to third-party content (e.g., blog posts, tutorials, videos). We do not endorse or guarantee the accuracy, completeness, or quality of such content.

12.3 No liability for third parties

SM Web Systems is not liable for:

- Any loss, damage, or harm arising from your use of third-party services
- Failures, breaches, or interruptions in third-party platforms
- Third-party data collection or privacy practices

13. Disclaimers and limitations of liability

13.1 "As is" and "as available" basis

Our Services are provided "AS IS" and "AS AVAILABLE", without warranties of any kind, either express or implied, including but not limited to:

- Warranties of merchantability, fitness for a particular purpose, or non-infringement
- Warranties that the Services will be uninterrupted, error-free, or secure
- Warranties regarding the accuracy, completeness, or reliability of Content

13.2 No professional advice

Content available through our Services (including training materials, blog posts, and documentation) is for informational and educational purposes only and does not constitute:

- Legal, financial, tax, or professional advice
- A substitute for professional consultation
- A guarantee of specific results or outcomes

You should consult qualified professionals for advice specific to your circumstances.

13.3 Limitation of liability

To the maximum extent permitted by South African law:

a) Exclusion of consequential damages:

SM Web Systems, its directors, employees, contractors, and affiliates shall NOT be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Loss of profits, revenue, or business opportunities
- Loss of data or information
- Business interruption or reputational harm
- Cost of substitute services

b) Cap on direct damages:

Our total liability to you for any claims arising from or related to these Terms or your use of the Services shall not exceed the greater of:

- The amount you paid to SM Web Systems in the 12 months preceding the claim, or
- ZAR 5,000 (Five Thousand South African Rand)

c) Consumer Protection Act (CPA) rights:

Nothing in these Terms excludes or limits liability that cannot be lawfully excluded or limited under the CPA or other consumer protection laws. If you are a consumer under the CPA, you retain all statutory rights.

13.4 Force majeure

SM Web Systems is not liable for any failure or delay in performance due to events beyond our reasonable control, including:

- Natural disasters (floods, earthquakes, fires)

- Acts of government, war, terrorism, civil unrest
- Internet or telecommunications failures
- Power outages or infrastructure failures
- Pandemics, epidemics, or public health emergencies

14. Indemnification

14.1 Your indemnification obligation

You agree to indemnify, defend, and hold harmless SM Web Systems, its directors, officers, employees, contractors, and affiliates from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising from or related to:

- Your use of the Services
- Your violation of these Terms or applicable laws
- Your User Content or any infringement of third-party rights
- Your negligence or willful misconduct

14.2 Process

If we seek indemnification from you:

- We will provide prompt notice of the claim
- You will have the right to control the defense (with our reasonable cooperation)
- You will not settle any claim without our prior written consent if the settlement affects our rights or obligations

15. Dispute resolution

15.1 Informal resolution

Before initiating formal legal action, you agree to contact us at legal@smwebsystems.com to attempt to resolve the dispute informally. We will endeavor to resolve disputes amicably within 30 days.

15.2 Mediation

If informal resolution fails, you agree to participate in good-faith mediation through a mutually agreed mediator or mediation service in Johannesburg, South Africa.

15.3 Arbitration (optional)

For disputes arising under commercial agreements (Client Services Agreements, Developer Participation Agreements), the parties may agree to binding arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA).

15.4 Litigation

If mediation or arbitration is unsuccessful or not applicable, disputes shall be resolved through litigation in the courts of South Africa, with jurisdiction as specified in Section 2.2.

15.5 Class action waiver

You agree to bring any claims against SM Web Systems individually and not as part of a class action, collective action, or representative proceeding.

16. General provisions

16.1 Entire agreement

These Terms, together with our Privacy Policy, Cookie Policy, and any additional agreements (Client Services Agreement, Developer Participation Agreement, Training Enrollment Agreement), constitute the entire agreement between you and SM Web Systems regarding your use of the Services.

16.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

16.3 Waiver

Our failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of SM Web Systems.

16.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations without restriction.

16.5 Survival

Provisions of these Terms that by their nature should survive termination (including Sections 7, 13, 14, and 15) shall survive the termination or expiration of these Terms.

16.6 Notices

All notices to SM Web Systems must be sent to:

Email: legal@smwebsystems.com
 Address: 122 Roberts Avenue, Kensington, Gauteng, South Africa, 2094

Notices to you will be sent to the email address associated with your Account or posted on our website.

Notices are deemed received:

- Email: 24 hours after sending (unless we receive a bounce-back)
- Postal mail: 5 business days after posting

16.7 Relationship of parties

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and SM Web Systems. You are an independent user of the Services.

16.8 Headings

Section headings are for convenience only and do not affect the interpretation of these Terms.

17. Contact information

If you have any questions, concerns, or complaints regarding these Terms of Service, please contact:

SM Web Systems (Pty) Ltd
General inquiries: info@smwebsystems.com
Legal matters: legal@smwebsystems.com
Data protection: userdata@smwebsystems.com, hr@smwebsystems.com
Phone: +27 67 062 3697
Address: 122 Roberts Avenue, Kensington, Gauteng, South Africa, 2094

Information Officer (POPIA): Mukhtar Meer
Email: hr@smwebsystems.com

18. Acknowledgment

By using our Services, you acknowledge that:

1. You have read and understood these Terms of Service.
2. You agree to be bound by these Terms and any additional agreements that apply to specific Services.
3. You consent to the collection and use of your information as described in our Privacy Policy.
4. You understand your rights and obligations under South African law, including POPIA, the ECT Act, and the CPA.

END OF TERMS OF SERVICE