

BLOOM CMS

Terms and Conditions

TST Digital (Pty) Ltd · Sandton, Johannesburg, South Africa

These Terms and Conditions ("Agreement") are entered into between TST Digital (Pty) Ltd, registration number 2025/036314/07, VAT number 4630323220, of Sandton, Johannesburg, South Africa ("TST Digital", "we", "us" or "our"), and the client entity or individual accepting these terms ("Client", "you"). By registering for, accessing, or using the Bloom CMS platform and any associated hardware or services, the Client agrees to be bound by this Agreement.

1. Description of Service

TST Digital provides Bloom CMS, a digital signage content management platform, together with associated media players and hardware, enabling the Client to create, schedule, and broadcast content to connected screens. This Agreement governs the Client's use of Bloom CMS and any related services provided by TST Digital.

2. Licence and Proprietary Rights

TST Digital grants the Client a non-exclusive, non-transferable, revocable licence to access and use Bloom CMS for the Client's internal business purposes, for the duration of the subscription term and subject to payment of the applicable fees. All right, title, and interest in and to Bloom CMS, including all associated software, source code, trademarks, and other intellectual property, remain the sole property of TST Digital. Nothing in this Agreement transfers ownership of any intellectual property to the Client.

3. Client Data and Personal Information

TST Digital may collect and process the following categories of information in connection with the Client's use of Bloom CMS: (a) contact and administrative details, including names, job titles, email addresses, and telephone numbers; (b) billing and account information; (c) usage and technical data relating to the Client's screens, media players, and content; and (d) any personal information the Client uploads to, or displays through, the platform.

TST Digital processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"). Where TST Digital determines the purpose and means of processing (for example, account administration and billing), it acts as the Responsible Party. Where the Client uploads or displays content containing personal information of third parties (for example, customer images or data used in signage content), the Client is the Responsible Party for that information, and TST Digital acts only as an Operator, processing such information solely on the Client's instructions.

TST Digital will retain personal information only for as long as reasonably necessary to fulfil the purposes described in this Agreement, or as required by law, unless the Client requests in writing that specific information be deleted.

4. Use of Information

TST Digital may use information collected from the Client to: maintain internal records and administer the Client's account; support, maintain, and improve Bloom CMS; respond to support requests; and, where the Client has consented, share updates about products, pricing, or service changes. TST Digital will not sell or share the Client's personal information with third parties for their own marketing purposes.

5. Security

TST Digital has implemented appropriate technical and organisational measures to safeguard personal information against loss, unauthorised access, and disclosure, in line with the requirements of POPIA.

6. Fair Use

To maintain the performance and availability of Bloom CMS for all clients, the following usage guidelines apply: individual media files uploaded to the platform are unlimited; monthly data usage per screen should not exceed 500mb without TST Digital's prior written approval; and automated, excessive, or abusive use of bandwidth or storage is not permitted. TST Digital may, acting reasonably, adjust these limits from time to time and will notify the Client of any material change. Continued breach of these guidelines may result in suspension of the Client's access until usage is brought within acceptable limits.

7. Data Sharing Within Linked Accounts

Where the Client shares content, screens, or account access with other users or linked accounts within Bloom CMS, limited account information (such as usernames and account identifiers) may become visible to those users solely to enable collaboration. Access to such information is restricted to what is reasonably necessary to facilitate the shared use of the platform.

8. Term, Renewal and Termination

This Agreement commences on the date the Client first accesses Bloom CMS and continues for an initial term of 24 (twenty-four) months ("Initial Term"). Either party may terminate this Agreement at the end of the Initial Term, or at the end of any subsequent renewal period, by giving the other party no less than 30 (thirty) days' written notice prior to expiry of the then-current term. If neither party gives such notice, this Agreement will automatically renew for a further period of 12 (twelve) months on the same terms, and will continue to renew on a 12-month basis thereafter unless terminated in accordance with this clause.

TST Digital may suspend or terminate the Client's access immediately where the Client materially breaches this Agreement, including non-payment of fees, and fails to remedy such breach within 14 (fourteen) days of being notified in writing.

9. Cancellation and Refunds

Should the Client cancel this Agreement in accordance with the notice period set out in clause 8, no further fees will be payable from the effective date of termination. Fees already invoiced or paid in respect of any period prior to termination are non-refundable.

Cancellation outside of the notice periods described in clause 8 (for example, part-way through the Initial Term or a renewal period) does not entitle the Client to a refund of fees already paid, and the Client remains liable for fees due for the remainder of the then-current term unless TST Digital agrees otherwise in writing.

To cancel, the Client must provide written notice to daniel@solteam.co.za

10. Limitation of Liability

The Client's use of Bloom CMS is at the Client's own risk. TST Digital does not warrant that the service will be uninterrupted or error-free. To the maximum extent permitted by law, TST Digital's total liability to the Client arising out of or in connection with this Agreement, whether in contract, delict, or otherwise, is limited to R1,000 (one thousand Rand) in aggregate. Nothing in this clause limits TST Digital's liability for gross negligence, wilful misconduct, or any liability that cannot be limited or excluded under South African law.

11. Indemnification

The Client agrees to indemnify and hold TST Digital, its employees, and agents harmless against any claims, losses, costs, or liabilities (including reasonable legal costs) arising from content uploaded or displayed by the Client through Bloom CMS, or from the Client's breach of this Agreement or applicable law.

12. Governing Law

This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the South African courts in respect of any dispute arising from this Agreement, without prejudice to either party's right to refer a dispute to arbitration by agreement.

13. Amendments

TST Digital may update these Terms and Conditions from time to time. Material changes will be communicated to the Client by email or notice within the Bloom CMS platform at least 14 days before taking effect. Continued use of Bloom CMS after such changes take effect constitutes acceptance of the updated terms.

14. Contact Us

For any questions regarding this Agreement, please contact TST Digital at daniel@solteam.co.za, or visit www.tstdigital.co.za.