EVERYDAY LEGAL
SOLUTIONS

FREE GUIDE · CONTRACTS & DOCUMENTS

Shopify, Wix and WooCommerce policy templates: are they enough in South Africa?

Usually not on their own. The free policy generators and templates offered by website platforms are written for a global audience, so they rarely include the section 43 disclosures the ECT Act requires, the seven-day cooling-off right, the Consumer Protection Act's rules on unfair and liability-limiting terms, or POPIA's specific notice requirements. They can be a useful starting point, but a South African online business needs documents written for South African law and for how it actually trades.

REVIEWED BY THE ELS TEAM

Build on solid legal ground

Published 26 November 2026 · South Africa

everydaylegalsolutions.co.za

AT A GLANCE

- Platform templates are written for **global** use, not South African law.
- They often miss the **section 43** disclosure list and **POPIA**-specific content.
- US-style clauses can be **unenforceable** against consumers under the CPA.
- Your documents must match **how your business actually trades**.

What platform templates usually get wrong

AREA	TYPICAL TEMPLATE	WHAT SOUTH AFRICAN LAW EXPECTS
Business details	A trading name and an email address	Full name and legal status, physical address, address for service of legal documents and, for a company, its registration number (ECT Act, section 43)
Returns	"All sales final" or a generic 30-day policy	The seven-day cooling-off right (ECT Act, section 44) and returns of defective goods within six months (CPA, section 56)
Liability	"To the maximum extent permitted by law, we're not liable"	Liability limits drawn to the consumer's attention in plain language (CPA, section 49); some exclusions, such as for gross negligence, are prohibited (CPA, section 51)
Privacy	References to GDPR or US state laws	POPIA's section 18 notice, the right to complain to the Information Regulator, Information Officer details and cross-border transfers
Governing law	Delaware, California or English law	South African law, and CPA rights that can't be waived
Changing terms	"We may change these terms at any time without notice"	Excessively one-sided terms can be unfair under CPA section 48

Why the template's origin matters

A template isn't neutral. It carries the assumptions of the legal system it was written for: what a consumer is, which disclaimers work and which regulator to complain to. Against South African consumers, clauses that would be routine elsewhere can be void under section 51 of the CPA or struck down as unfair under section 48. And a privacy policy built for GDPR may talk about rights and authorities that don't match POPIA at all.

The bigger problem is usually what's missing. No template generator knows your physical address, your real returns process, which tools hold your customer data or where they're hosted. Our guide to website terms and conditions in South Africa covers the section 43 list and CPA rules in detail.

Using a template safely

- Treat it as a checklist of topics, not finished wording.
- Replace every placeholder and add the full section 43 business details.
- Make the returns policy match what your team actually does, and include the cooling-off right.
- Rewrite the privacy policy as a POPIA privacy notice, with your Information Officer's details.
- Check the checkout shows an order summary that buyers can correct before paying.
- Link your terms and privacy notice in the footer and at checkout, and require acceptance.

What the template doesn't cover: POPIA behind the website

Even a perfect set of public policies is only half the picture. POPIA also expects documents your customers never see:

- An **internal POPIA policy** that sets the rules for your team.
- **Operator agreements** with the providers that process customer data for you.
- A **consent form** where consent is your lawful ground.
- A **PAIA manual**, which every private body must publish.

> **Your platform is an operator.** The platform hosting your store and customer data processes personal information on your behalf, so its data processing terms matter. Read them, check them against section 21 of POPIA, and keep a record. See operator agreements explained.

Five common template mistakes

1. **Leaving placeholders in.** "[Company Name]" on a live site tells customers, and regulators, that nobody has read the terms.
2. **Two contradictory returns policies.** The template says one thing and your FAQ page says another.
3. **Copying a competitor's terms.** It raises copyright questions, and their terms describe their business, not yours.
4. **Terms nobody has to accept.** Without a clear acceptance step at checkout, they're harder to enforce.
5. **A privacy policy that only mentions GDPR.** South African customers' rights come from POPIA.

Frequently asked questions

Is it illegal to use a free template?

No. But using a template doesn't transfer responsibility. If the terms don't meet the ECT Act, CPA or POPIA, that's your business's risk, not the platform's.

Can I copy the terms of a big South African retailer?

It isn't a good idea. Their terms are protected by copyright and written around their operations, payment methods and returns process, which won't match yours.

Do I need new documents if I change platforms?

Usually you need updates. A new platform is a new operator, it may host data in a different country, and its checkout may work differently, all of which your privacy notice and terms describe.

Replace the template with documents built for South Africa

The ELS Website Terms & Conditions (R1,150) are written for the ECT Act and CPA, not a global template. For everything behind the website too, the Web & Online Pack (R4,950) adds a privacy notice, internal policy, operator undertaking, consent form and PAIA manual. Not sure what you need? Take the free Legal Health Check.

VIEW WEBSITE TERMS | SEE THE WEB & ONLINE PACK

INFORMATION, NOT ADVICE

ELS provides legal information, not legal advice. Nothing in this guide creates an attorney-client relationship. For advice on your specific situation, consult a qualified attorney. The law is stated as at 26 November 2026.

EVERYDAY LEGAL SOLUTIONS

Attorney-drafted legal documents and plain-English legal information for South African businesses. Not sure what your business needs? Take the free Legal Health Check.

Build on solid legal ground.