

Product Terms & Conditions



GENERAL TERMS

1. Websitedesign.co.za & other related websites are divisions of SA Online (www.saonline.africa)
2. 3rd party / preferred supplier/s or external Suppliers terms and conditions will automatically apply when their services are mandated by a Client.
3. A Client can request additional add on services and costs post acceptance of this Quote / Service Agreement subject to the request being made in writing by the Client and SA Online approving additional services.
4. SA Online will endeavour to deliver services within its mandate and reasonable power, but will not be held liable for service delivery failure as a direct result of acts of "God" or factors out of its reasonable control, for example but not limited to: death, illness, theft, hardware / telephone / power failure, cybercrime, general crime, state of emergency or disaster, external or preferred third party or external supplier failure. The Client accepts that SA Online will not accept liability in any these instances and no refunds will apply.
5. Once SA Online / websitedesign.co.za hands over / closes a project/s or development is completed / Project Timeline has expired, it becomes the Client's responsibility to manage and maintain their project / website / app content / systems / plugins / 3rd party solutions. No software / solution or website can be built to last a lifetime. Maintenance and Updates are needed to extend a 'projects' lifetime and reduce e-risks.
6. A Client should back up their project or website and should use their client log in to do direct downloads on a frequent basis. A client can request this service at an additional charge from our hosting division if they wish for our office to manage this process.

PAYMENT TERMS:

1. Payments, unless otherwise stipulated within the quote and/or related invoice, must be made within 5 days from the date of invoice being issued.
2. When applicable, payments, such as but not limited to final payments, are due at the end of the Project Time Line / detailed within quote / e-mail / activation email / balance invoice. A final payment cannot be delayed if a project or service is incomplete or delayed for reasons related to Client.
3. If a preferred third party or external supplier is used, SA Online reserves the right to request payment in full for related services. There are no refunds or cancelation of such services under any circumstances.
4. A Client can request 1 payment extension (of 1 week), subject to written request of such made to websitedesign.co.za, SA Online reserves the right to decline a payment extension. Further payment delays will allow SA Online to charge interest on balance outstanding and/or fees for Project Timeline extensions per week delayed.
5. Payments must be made via EFT. If a Client elects to make payment via SA Online's online payment gateway with their debit / credit card, they accept the extra fee of 4.5% above. If a Client makes a direct cash deposit, they must settle the banks cash handling fee to

ensure SA Online does not suffer the deposit costs. Cheque or Zapper payments are not accepted.

6. All payment references must include the invoice BK number (displayed on invoice). Payment slips must be sent to payments@saonline.africa | SA Online will not accept remittance advices, purchase orders, or good will payment emails as proof or surety of payment. A Client's funds must clear in SA Online's account before they are credited.
7. In general SA Online will issue a deposit invoice (50%) and a balance invoice (50%) for webpage design or standard services. However, and at its own discretion, reserves the right to issue a full (100%) single invoice or multiple invoices which quantify the service fee, for products such as, but not limited to: custom products or add ons.
8. A website / project will only 'go live' once all accounts are settled. SA Online may allow a client to review a project using a preview link. No project / content will be transferred / shared with an external provider if payment is not settled.

HOSTING TERMS (Only applicable and/or when related services are included in quote/service agreement):

1. SA Online is a reseller of international as well as local hosting solutions, using the highest industry service provider/s available. SA Online can at its own discretion elect to change service provider subject to written notice issued to a Client.
2. co.za offers hosted Clients quality client support and care related to their email and hosted services via email (hosting@websitedesign.co.za) and WhatsApp (0648092035). This support is available during working hours and days, excluding public holidays and company closure dates.
3. Unless otherwise stipulated in writing, hosting and e-mail products are for web and email hosting services only. Client device and technology troubleshooting, training or monitoring are not included within a standard service fee.
4. Hosting services are billed by "Provision", service provisions relating to but are not limited to bandwidth, hard drive space, e-mail and website traffic usage (per GIG) and, when applicable, are detailed within the quote and / or service agreement. A Client accepts that should a provision be exceeded, SA Online reserves the right to charge for extra service, subject to due written notice being provided to a Client.
5. All clients accept conditions within SA Online's fair usage / usage policy at: <https://www.websitedesign.co.za/support-acceptableusagepolicy.html>
6. Any instance of unpaid service fees, service abuse, extra usage, compromised websites or mailboxes, will allow SA Online to suspend, cancel or transfer services, subject to written notice being given to a Client.
7. A Client is required to change their own passwords for hosting, website and e-mails. This must happen once a project is completed and handed over to Client. A Client must not share passwords within anyone including SA Online staff.
8. SA Online will not be held responsible in the scenario of server downtime / illegal access to servers or/and hackers. Cybercrime is a criminal act and a Client must ensure their property is reasonably protected and accept absolute risk cannot be avoided. Websitedesign.co.za is not a cybercrime / anti-hacking / internet security specialist and solutions provider. These services differ drastically from core services of a web design or web hosting company.
9. A Client can back up their own website for free using the client access point. In certain instances, websitedesign.co.za may be able to recover a lost project, data or content. However, this backup restoration or recovery process will be charged for and only limited

recovery or access might be restored. SA Online does not keep free back-ups of client projects, data or files.

10. A Client is required to abide by the policies and procedures as outlined in the Acceptable Usage per link: <http://www.websitedesign.co.za/clientzone.html>
11. Domains are registered under the Clients own name, but SA Onlines administration email address is listed as authority to manage the service.
12. Should a client wish to transfer their email, domain or hosting services to another hosting provider, therefore cancelling hosting services with SA Online, a R195 + vat, a 'Account Closure fee / Transfer Away' fee will need to be paid by client to cover costs for: closing email & hosting account, dealing with the new hosting provider, extra administration costs, backing up files and zipping a copy to client. This fee must be settled before a transfer ticket can be processed. This process has a 7 day timeline once account settled.

BRIEF, DESIGN, DEVELOPMENT, AND PROJECT TIME LINE TERMS (When applicable):

1. SA Online is in the position to offer very competitive prices and a variety of services due to a unique project management system. A Client accepts that slow / non-communication on their behalf delaying a Project Time Line and / or service detail/s will result in extra Project Timeline fees being added to final account. If there is no communication from a Client for more than 10 working days, SA Online will consider a Client to have absconded and in this instance a project / service can be cancelled and no refunds will apply.
2. A "Project Time Line" is a period of dates a designer / developer / staff / supplier are reserved to work on a set task / project. This period of total days are detailed at point of sale or on quote. The project timeline starts on the date an activation e-mail is issued to a Client. Websitedesign.co.za can delay activating a project if a Clients payment has not been made, or a brief or content is incomplete or not of standard. SA Online will not be held liable for delays in this instance and no refund will apply.
3. "Project Development hours" are periods of time, made up in increments of hours, or part thereof, that a designer / developer / staff / supplier are reserved for within a Project Time Line and details of this are shared at point of sale.
4. Should a Client require extra Project Timeline or Project Development hours, SA Online will quote accordingly. If the quote is not accepted, SA Online will not be held liable for service delivery errors. No refund will apply.
5. "Project Scope" refers to the functional, cosmetic, contextual components of a service. A Client cannot demand services that are not aligned with the scope of the original quote, and must ensure that they complete a brief or give instructions in line with the scope. A poor, inaccurate or ill detailed, fragmented or missing brief can lead to service delivery error and SA Online will not be held liable. No refund will apply. Websitedesign.co.za for most primary products will offer a Client a briefing document template to aid their briefing process and allow a client 3 working days to complete.
6. It is the Client's responsibility to present content or material at time of activation, in line with the scope of the project, and in a ready to use state. Content and material must not infringe laws and legislation such as copyright and usage, and this can apply to images, video, sound and creative works of art and writing. For this reason, Websitedesign.co.za does not include content within its base products, but can quote for licenced and custom content on request of a client.

7. Cosmetic or artistic components (when applicable) are subject to creative interpretation of a designer and therefore a Client accepts that results may vary from their personal expectations.
8. A Client accepts that when they purchase a template driven website (EG: CMS) that there is a limit to the customization of the layout and function. WebsiteDesign.co.za can quote on advanced themes or custom builds.
9. co.za can book e-consults with developers / staff using development time available within a project. In person consults are subject to SA Online approval and an extra fee will apply.
10. SA Online, at its own discretion, reserves the right to extend a Project Time line if it is in the interest of service delivery and does not prejudice itself or the Client in the process.
11. Services are, unless otherwise stipulated, optimised for one primary browser and one device.
12. co.za is not responsible for launching a project / website on a hosting provider other than its own. If a client wishes to use another hosting provider, websitedesign.co.za can provide the files in a download link kept active for 10 days, or a client can accept an additional fee for our company to upload the project to the other hosting provider.
13. co.za prepares a job card / log for all its primary products, not including 3rd party or projects less than one project development hour. This log offers: summary of deliverables, progress status, time used and other pertinent notes. A copy of this log is available for a Client on demand, and a Client should review the log frequently during a Project Timeline.

E-COMMERCE, CMS, ADVANCE, EXTERNAL PROJECTS AND 3RD PARTY/PREFERRED SUPPLIERS (when applicable):

1. SA Online may request a Client to accept extra terms and conditions relating to services or products. Such terms will be detailed in an Addendum with the same reference as the quote / agreement or included within the thread related to the Sale.
2. Unless otherwise stipulated, service prices do not include the loading of hosting, content, training, consults, extra security or services and troubleshooting.
3. May have limitations such as but not limited: layout, function, cosmetics and period of use, annual renewals, and devices.
4. SA Online cannot accept any liability or costs relating to third party or external supplier/s and no refunds will apply.
5. May require an advance hosting solution.
6. May require extra security services.
7. May require annual renewals for the Clients management and care.

WEBSITE MARKETING TERMS (When applicable):

1. Purchasing a website does not mean you automatically feature on search engines. Search engines are independent service providers and a Client must continuously maintain their web marketing plan to gain positions. Web marketing results vary because of the ever evolving medium, but our office uses widely accepted tools and processes to offer clients an advantage when related products are purchased.

2. Certain codes or types of design can limit web marketing abilities and tools, it is a Client's responsibility to ensure that if their website's primary function is to generate traffic and / or web income, they must discuss their needs at the time of sale.
3. All PPC adspend provisions are for a Client's account regardless of the management product or service confirmed. A Client must monitor their account costs, access, as well as security. SA Online will not cover any Google Adspend or 3rd party marketing spend.
4. No refunds will apply on any web marketing services or products.

REVIEW, CANCELLATION AND BREACH TERMS:

1. Should either Client or websitedesign.co.za dispute a projects progress / status / deliverables or if there is any evidence of any variety of factors effecting service delivery, either party can declare a Project Dispute, which will then be handed over for review by SA Online. | a.) At such a time all work will be suspended until the review has been concluded. | b.) SA Online will review the project as well as a written submission which must be presented by both parties in concise and factual points. | c.) Determination will be based on the scope of the original agreement and merits of subsequent evidence. | d.) A Project Dispute review by SA Online must be finalized within 21 working days from date of Review Notices being issued by SA Online.
2. SA Online reserves the right to cancel a Service Agreement / Project / Service if a Client breaches one or more terms or conditions, subject to SA Online offering written notice including the reason for the cancellation. In this instance a full cancellation fee as well as all related costs will be due by the Client.
3. A Client can cancel a service at any time, subject to written notice being issued to SA Online. A cancellation fee will apply in this instance at either: 50% of the full fee if the quote / service agreement has already been accepted, or 75% of the full fee if the project / service has already been activated (activation email) or assigned to a developer / designer, or 100% of the fee if the project is completed in line of scope (per quote / service agreement) or is a 3rd Party or Preferred Supplier service.
4. A Client accepts that their project / website / content needs to be compliant with all relevant laws and legislation, and if they instruct websitedesign.co.za to use or publish content or material that contravenes law or legislation they (Client) will accept full liability and costs.
5. If a Client elects to accept a project that makes use of an external / 3rd party provider (EG: another webhost) sourced or secured by the Client, and this supplier delays or jeopardizes a project, the Client will not delay payment due to SA Online.
6. Domains, website, content, projects, apps, code, as well as e-mail service, are only transferred to a Client's name or care on full settlement of all accounts due to SA Online, and until such time remains under the management or ownership of SA Online. SA Online reserves the right to suspend, retain or cancel services or property if payment is late for any account due to SA Online or if there is any instance of Client breach or abuse. No refunds will apply.
7. A Client accepts that publicly publishing or sharing their experience or personal opinions or details about websitedesign.co.za / SA Online, and / or its staff/suppliers, notwithstanding actual facts or points that are legally / factually correct, is prohibited. SA Online may consider such an act as slander and/or defamation and/or an attack, and reserves the right to take legal / criminal action to remedy, and the costs of which will be pursued for in recovery from a client. POPI, Cybercrime and General Criminal legislation law may be applied. In addition, SA Online reserves the right to suspend all services until

the matter is resolved. No refunds will apply. This is a specific condition of this agreement.

END OF TERMS