



# ALLDONESITES — MASTER SUBSCRIPTION AGREEMENT

Plain-English Snapshot: This is the one agreement you sign with AllDoneSites for our subscription website service. It covers ownership, payments, support, SEO, cancellation, transfer/buyout, and liability.

## 1. Parties; Effective Date; Order of Precedence

This Master Subscription Agreement ("Agreement") is entered into by and between AllDoneSites ("Provider") and the entity or individual identified on the applicable order, proposal, or checkout page ("Client"). This Agreement becomes effective on the date the Client accepts the order or signs the proposal (the "Effective Date"). Any order form or proposal (each, an "Order") is incorporated by reference. If there is a conflict between this Agreement and an Order, the Order governs only as to pricing, plan tier and term; otherwise this Agreement controls.

## 2. Definitions

<b>"Branding"</b>	The Client's trademarks, logos, colour schemes, fonts, and other brand assets supplied by Client.
<b>"Content"</b>	Text, images, video, audio and other materials the Client supplies for inclusion on the Website.
<b>"Website"</b>	The website and related software, templates, themes, components, and configurations created or provided by Provider under the subscription.
<b>"Small Content Update"</b>	Minor tasks such as swapping photos, editing text, or adding a single new section.
<b>"Additional Work"</b>	Changes outside a Small Content Update, including new pages, redesigns, custom features, or integrations.
<b>"Fair Market Value (FMV)"</b>	A good-faith valuation for purchasing the Website's code/design, considering (i) time and skill required to recreate the deliverables, (ii) prevailing hourly rates, (iii) comparable market pricing, and (iv) third-party license buyouts and transfer costs.
<b>"Term"</b>	The initial and any renewal period of the subscription specified in the Order.

### 3. Scope of Services

(a) Provider will design, build and host the Website and provide maintenance and support during the Term according to the plan tier selected: Starter, Business, or Premium. (b) Launch timeline: most sites are ready in 7–14 days depending on complexity and timely Client approvals and content. (c) Included updates: Small Content Updates are included as part of ongoing maintenance; Additional Work is out of scope and will be quoted and billed separately. (d) Domains and email: Provider can connect Client's existing domain or assist with registration and set up professional email addresses. (e) Third-party services: Provider may use third-party themes, plugins, fonts, analytics, CDNs, or hosting. Licenses remain with Provider unless expressly assigned.

### 4. Client Responsibilities

Client will (i) provide Branding and Content, accurate business information, and timely feedback/approvals; (ii) warrant it owns or has rights to all supplied Content and Branding; (iii) comply with applicable laws, including privacy and marketing laws (e.g., POPIA). Client is responsible for the accuracy and legality of all Content.

### 5. Ownership; License; Access

(a) Client Ownership. Client owns its Branding and Content. (b) Provider Ownership. Provider owns the Website design, code, templates, components, build scripts, configurations and other IP created or provided by Provider. (c) Subscription License. While the subscription is active, Provider grants Client a limited, non-exclusive, non-transferable license to use and publicly display the Website hosted by Provider for Client's business purposes. (d) Administrative Access. Provider may restrict back-end access to protect platform integrity. Full code/database access is provided only upon Buyout under Section 10. (e) No Work-For-Hire. The Website is not a work-for-hire and no assignment of Provider IP occurs unless and until Buyout is completed.

### 6. SEO Levels

Starter Plan — Basic SEO setup for launch. Business Plan — Solid SEO optimisation for good search visibility, without ongoing analytics or performance enhancements. Premium Plan — Enhanced SEO with ongoing analytics, reporting, and performance improvements. No specific rankings are guaranteed.

### 7. Term; Minimum Commitment; Cancellation

(a) Minimum Term. The standard minimum commitment is six (6) months. (b) Trial. If Client is invited to an introductory one-month trial, Client may cancel at the end of that month with no further charges. (c) Early Cancellation. Client may terminate early but remains liable for all remaining amounts due through the end of the six-month minimum. (d) Notice. Client must give written notice of cancellation. Provider will coordinate a smooth transition of Client's Branding and Content.

### 8. Fees; Invoicing; No Refunds; Taxes

(a) Subscription Fees. Fees are due monthly in advance within the first five (5) business days of each month unless otherwise stated in the Order. (b) Additional Work. Out-of-scope work will be quoted and, once approved, billed at the then-current rates. (c) No Refunds. Payments are non-refundable. (d) Taxes. Fees are exclusive of VAT and other taxes, which will be added where applicable. (e) Currency. International Clients may be charged in their local currency; conversions are handled by the payment processor.

## 9. Non-Payment; Suspension; Data Retention

If payment stops, the Website remains online for thirty (30) days. Thereafter the Website may be suspended and a backup will be retained for three (3) additional months. If payment is not received within that retention period, the Website and associated files may be permanently deleted. Provider may charge a reactivation fee to restore suspended service.

## 10. Buyout; Transfer to Another Host

(a) Buyout Option. After the six-month minimum is satisfied and all amounts are paid, Client may elect to purchase the Website (design and code) at Fair Market Value (FMV) plus the cost of any Additional Work and third-party license buyouts/transfer fees. (b) Valuation. FMV will consider (i) estimated hours to recreate deliverables multiplied by Provider's standard hourly rates; (ii) comparable market values; and (iii) license replacement costs. (c) Deliverables on Buyout. Upon receipt of Buyout payment, Provider will deliver a reasonable export (e.g., code bundle and database dump where applicable) and provide limited transition assistance. (d) Third-Party Licenses. Certain licenses (e.g., premium themes/plugins, fonts) may be non-transferable; Client must obtain its own licenses post-transfer.

## 11. Service Levels; Maintenance; Security

(a) Hosting & Maintenance. Hosting, updates and security patches are included while the subscription is active. (b) Response Times. Critical issues affecting site availability will be addressed within twenty-four (24) hours; non-critical requests will be scheduled within a commercially reasonable timeframe. (c) Backups & Monitoring. Provider maintains backups and monitoring on a best-effort basis. (d) Disclaimer. Internet, hosting and third-party failures may occur; Provider does not warrant uninterrupted or error-free service.

## 12. Content Standards; Compliance; Data Protection

Client is solely responsible for all Content and for maintaining lawful privacy and terms pages where applicable. Client must comply with marketing and privacy laws (including POPIA) when collecting personal information. To the extent Provider processes personal information on Client's behalf, Provider acts as an operator under POPIA and will process such data only on Client's lawful instructions.

## 13. Additional Work; Changes in Scope

Provider may in good faith determine that a request constitutes Additional Work or a scope change and may quote a revised recurring fee or a one-off project fee. Work will commence once approved.

## 14. Confidentiality

Each party may receive confidential information ("Confidential Information") from the other. The receiving party will use the disclosing party's Confidential Information solely to perform under this Agreement and will protect it using reasonable measures. Exceptions include information that is public, independently developed, rightfully received from a third party, or required to be disclosed by law.

## 15. Warranties; Disclaimers; Limitation of Liability

(a) Mutual Warranties. Each party warrants it has the authority to enter into this Agreement. Client warrants it owns or has obtained rights to all Content and Branding supplied. (b) Disclaimers. Except as expressly stated, the services are provided “as is” without warranties of any kind. Provider disclaims implied warranties of merchantability, fitness for a particular purpose and noninfringement. (c) Limitation. To the maximum extent permitted by law, Provider’s aggregate liability arising out of or related to this Agreement will not exceed the amounts paid by Client to Provider in the twelve (12) months immediately preceding the claim. In no event will Provider be liable for indirect, incidental, special, exemplary, punitive or consequential damages, or loss of profits, revenue, data or goodwill.

## 16. Force Majeure

Neither party will be liable for delays or failures due to events beyond its reasonable control, including acts of God, internet or hosting failures, civil disturbances, labour disputes or governmental actions.

## 17. Suspension; Termination for Cause

Provider may suspend or terminate the service for: (i) non-payment; (ii) material breach not cured within ten (10) days after notice; (iii) unlawful, infringing, or abusive use. Upon termination for cause, outstanding fees become immediately due.

## 18. Governing Law; Dispute Resolution

This Agreement is governed by the laws of the Republic of South Africa, without regard to conflict-of-law rules. The parties will first attempt to resolve disputes amicably; failing that, they will submit to mediation, and if unresolved, the courts of the Western Cape, South Africa will have exclusive jurisdiction.

## 19. Entire Agreement; Amendments; Assignment; Notices

This Agreement, together with any Orders, constitutes the entire agreement and supersedes prior proposals and understandings. Amendments must be in writing and signed. Client may not assign this Agreement without Provider’s consent. Notices must be in writing and delivered by email or registered post to the addresses on the Order.