

Retainer for Website Design & Development Issued by:

Z.A.E Creations DATE: [18/06/2025] CLIENT NAME: [FirstChemPharmacy]

EFFECTIVE DATE: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Z.A.E Creations will provide the following services:

*SCOPE OF WORK:*

* Wordpress Website (E-Commerce) Fix
* Dynamic e-commerce store
* Responsive layout for mobile and desktop users.
* 10-15 products/category. ▪ Add to cart – Checkout.
* User Account creation fix
* Submit prescription
* Basic SEO optimization for improved search visibility.
* Integration of key features (e.g., contact forms, chatbot).
* digital platforms creation. (TIKTOK, INSTAGRAM, FACEBOOK)
* Content creation across digital platforms (posters) 1 poster/ every 2nd day of the week.
* Basic maintenance (Bug fixes, layout refining, SEO embed, hovering effects). ▪ Payment gateway (YOCO). ▪ Hovering effect Product card ▪ Chatbot (REAL TIME/Bot).

1. *SERVICES & FEES:*

1. **Website Development:** 
   * Scope: Design, coding, testing, and deployment of [E-commerce].
   * Timeline: 7–14 days after receiving:
   * 100% deposit (R1,000 of R1,000 total).
   * All client-provided content (text/images/logo etc).
2. **Monthly Retainer (managed services) :** 
   * Fee: R [500,00] (fixed, as per client restraints agreement).
   * Includes: 6 hours/week (2 hours/day, Mon/Wed/Fri).
   * Security updates, backups, bug fixes.
   * Excludes: New features/redesigns (R200/hour).
3. **Duration (Managed Services)**
   * 3 MONTHS (90 DAYS) to be reviewed

1. *PAYMENT TERMS:*
   * Payment due date is the 30th OF EVERY MONTH.
   * Late Fees: 20% penalty after 2 days.
   * Payment Penalty will be advised if payment has not been received three days after the due date.
   * Website will be shut down temporarily until payment has reflected.
   * Failure to meet payment deadline after 2nd attempt will result in TERMINATION of contract.

1. *DEVELOPMENT REFUND POLICY:*
   * Deposit non-refundable if work/website has begun.
   * Cancellation mid-project: Client pays for completed hours R200/hour.

1. *INTELLECTUAL PROPERTY:* 
   * Client Owns: Custom code/content after full payment (BUYOUT) met.

**Buyout fee:**

* + Subject to R2.500.00
  + Developer Keeps: Reusable code snippets, frameworks.
  + Portfolio Rights: Developer may showcase work.
  + Developer owns rights to custom code unless client opts to buyout where rights are transferred.

\*\* DISCLAIMER Buyout fee due to change as website complexity changes \*\*

1. *SUPPORT & AVAILABILITY:*
   * Support Hours: Mon/Wed/Fri [10am–5pm] Included in Section 1.b hours/day.
   * Emergency services: R200/hour (if available).
   * Response Time: 1 Hour/s for non-urgent requests.

1. *TERMINATION:*
   * By Either Party: 14 DAYS written notice.
   * Early Termination: Client pays for all completed work + 30% of remaining retainer fee.

1. *LIABILITIES:*

Z.A.E Creations is not responsible for:

* + Client-provided illegal/infringing content.
  + Issues caused by third-party plugins/(hosting issues, domain expiry, etc.). ▪ Browser Support: Modern browsers only (no IE11).

1. *GOVERNING LAW AGREEMENT:*

This agreement is governed by South African law. Acceptance & Agreement By signing below, the client agrees to the above terms and conditions.

1. *SIGNATURE:*

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Developer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Signed on the: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_