



## Product Terms & Conditions

CLIENT ACCEPTANCE, SERVICE, CONDITIONS & TERMS.

**We want you to enjoy the experience with us.** We know conditions can be 'sticky points', but they are important to manage expectations and responsibilities of all parties concerned. Once this Agreement has been accepted, it confirms you have read, understood, and agreed to everything included and fully obligating yourself to the related costs. In addition, you confirm you are duly authorized to do so and that this Agreement supersedes any prior written or spoken arrangements.

www.websitedesign.co.za and www.websitehosting.co.za offer only the **very best web services** and maintains its position as the most **professional** and **Client centric** company in South Africa in its sector. You can engage, get updates, news and info on new services or tutorials from our [Youtube](#) and [Facebook](#)

We also have a [Client Zone](#) with our network status and helpful downloads, newsletters and manuals.

GOOD TO GO?

You are **Awesome, Uyamangalisa, Wonderlik, Uyisithandwa!**

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### SECTION A aka HOW TO CONFIRM

A Client can accept this Service Agreement as a legally binding contract using any of these methods:

1. (When available) a Digital Acceptance using our e-system (Xero) by clicking the 'Accept' e-link.
2. An Email acceptance by replying to this original email thread and confirming in writing that you accept / wish to proceed / wish to confirm.
3. A signature on a printed version (full PDF or Email) of this full Service Agreement in the space provided below. Then scan and return.

Full name: \_\_\_\_\_ Location: \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### SECTION B aka PAYMENT METHODS

EFT payments are the default payment option. A Client can make payment via Credit Card or select Digital Currency if they accept additional terms and costs will apply. Please 'Circle' or **Bold** your payment preference below IF NOT an EFT:

1. Credit Card,
2. Digital Currency, (Bitcoin only).

### SECTION C aka GENERAL TERMS

1. 'websitedesign.co.za' and 'websitehosting.co.za' are divisions of SA Online ([www.saonline.africa](http://www.saonline.africa) | Sole Proprietorship JP Klein | Std 2, #12, 4th Avenue, Melville Johannesburg | VAT#: 4480238304). Bank verification letter, tax clearance, ID and BEE status documents are available on request. Should a Client require any other documentation from us or to be completed, it will be subject to SA Online's approval and conditions, a Client cannot delay a payment due to their own payment policies.
2. SA Online will not be held liable for service delivery failure as a result of factors outside of SA Online's or Suppliers reasonable control, such as but not limited to any 'Act of God', death/medical issues, theft, crime, strikes, weather, traffic, flight, loadshedding, accidents, protests, state of emergency or natural disasters, civil unrest, poor or inaccurate Client communication.
3. Our business works 'online' and we use email, whatsapp, phone and online meeting programs, such as Zoom, throughout our service process. We have perfected systems and completed over 15000 projects with

many happy Clients. Should a Client wish to meet in person, we are very happy to do so but reserve the right to charge an 'In Person Consult fee' which covers professional time (from R640 + vat per hour) plus time used travelling, and travel costs at R6/km.

4. When engaging with SA Online, a Client is opting in and accepting our Terms of Use, Privacy & POPI Policy as detailed at link: [Usage Policy](#)

5. Feedback is really important. You can use [Facebook Review](#), [Google Review](#) or [www.HelloPeter.com](http://www.HelloPeter.com) to share your wonderful experience with the public. If you wish to offer constructive negative feedback please first alert the Owner directly by using this link and you will get a reply very quickly! [The Owner](#).

#### SECTION D aka WEBSITE AND CONTENT DEVELOPMENT PROJECTS.

1. Every Project is allocated two provisions: a Project Timeline and Project Hours. This information is provided on the quote and provisions are sufficient for the service / product purchased by a Client. Provisions start once a project has been Activated and assigned to a Designer / Developer / 3<sup>rd</sup> party solutions provider. If a Client delays a project, resulting in additional provisions needed, the Client will be charged a fee of R640 + vat per week extra of project timeline and the hourly rate of the Designer (from R640+ vat hour hour) / Developer (from R1280 + vat hour hour), and any related fee of a 3<sup>rd</sup> party solutions provider.

2. 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.

3. During the Project Timeline the Client and our team will attend to Briefing, Functional, Cosmetic, Content, Review, Quality Control, and then 'Go Live' / 'Hand over' phases. Our team is very good at supporting this process and making the experience enjoyable and uncomplicated. A Client needs to fully engage throughout each phase.

4. Scheduled 'work' hours are booked by our team during the Timeline and a Client will be updated / communicated with no less than once a week by the Project Manager and also the assigned Designer / Developer / 3<sup>rd</sup> party solutions provider. Our schedules are booked at least 1 full week in advance. We keep a Project Log and project diary. If a Client wishes to book a specific time to consult with our team during the project they can request available hours and we will gladly make arrangements subject to availability. Unfortunately our team cannot accommodate unscheduled consults or phone calls as they do interrupt other projects during their allocated time slots. Please do book, we do love speaking with our Clients.

5. A Client should assign a primary liaison from their own team for communicating. This person should be available during the project timeline and keen to engage with our team.

6. For accountability and record purposes our team will only attend to written instructions related to the scope of a project.

7. Every Client will need to provide an accurate and complete briefing document (including guidance on look and feel, layouts and functionality) and content in line with the scope of their service or product. This is all required in a consolidated format no later than 3 days after Project Activation. Our team can help guide the briefing document and content preparation process. Please discuss this during a consult with us.

8. Project Activations are done once a week (Wednesdays) after a Client has made deposit / payment.

9. Content in context of a website are components such as text, images, videos, and a Client is fully responsible for providing these unless they have purchased related services from our company: we do offer licenced images, video creation and copyrihting.

10. Content must be provided to our team in a ready to use state, and at a standard good enough to be published and for web use. It must not infringe on any intellectual property or copyright laws. A Client must check their spelling and grammer.

11. Any image, video or creative service, or cosmetic component of a project are subject to creative interpretation of a Designer and therefore a Client accepts that results may vary from their personal expectations. This term is also pertinent to graphic design services such as logo design.

12. Our team makes a promise to respond to emails or WhatsApp communications of substance within 8 working hours. A Client can request a call back from our team by email ([action@websitedesign.co.za](mailto:action@websitedesign.co.za)), or whatsapp on number 0724237298. Should a Client ever feel they are being neglected, they can alert [The Owner](#)

13. A Client will be required to communicate factually and constructively with our team to support the development process because any poor, inaccurate or unconstructive communication will result in service delivery issues.

14. If a Client requests additional services or changes to a project after a Service Agreement has been signed off or accepted, we reserve the right to re-quote and issue updated invoices.

15. When applicable, 3rd party / preferred supplier/s or external Supplier terms and conditions will apply and details will be shared during the project process.

16. A Client accepts that when they purchase a web theme, CMS Package or any other type of content management system, there will be limitations to the customization of the layout, function and cosmetics. Projects built from the 'ground up' or 'from scratch' cost a considerable amount more, which is why the vast majority of websites on the internet are template driven. When applicable, our team will share related theme or template links for your review and approval.

17. Once the scope of this Service Agreement has been met by [websitedesign.co.za](http://websitedesign.co.za), the completed work will be handed over to a Client. The project log is then closed and no further work done unless quoted for. At that point the Client is responsible for maintaining their website / App / content / systems / plugins / 3<sup>rd</sup> party solutions / e-security. Our company does offer training and maintenance services, see: [Here](#).

18. Unless otherwise stipulated, all our website packages are responsive (for cell phones) and optimised for two primary browser types: Chrome and Firefox.

19. SA Online 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, our office will demo the completed project on our own preview server, and then provide the project files in a download link for the Client to set up with their own hosting provider. We highly recommend our own hosting department for several many reasons.

20. We do not keep a backup of project files longer than 2 weeks post project completion.

21. No Website Project is built to last forever. The internet and technology is always evolving and global updates take place constantly. A Client should ensure their Websites / Projects are well maintained and entire rebuilds should be considered every 3 years to ensure continued functionality and security integrity.

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**Well done for getting this far! Almost done.**

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#### SECTION E aka DOMAIN, EMAIL AND HOSTING SERVICES.

1. SA Online is a reseller of international and local hosting solutions using the highest industry service providers available. SA Online can, at its own discretion, change service providers.

2. Hosting support (mailboxes, domains, and servers) is available during working hours and days, excluding public holidays and company closure dates, using: [hosting@websitedesign.co.za](mailto:hosting@websitedesign.co.za) and WhatsApp 0648092035. Additional support and care is offered at our Client Zone. Technical support for personal devices such as PCs and Phones are for the care of the manufacture or retailer.

3. Hosting Services have "provisions" related to, but are not limited to, bandwidth, hard drive space, e-mail and website traffic usage. This information is detailed on your quote. Should provisions be exceeded SA Online will issue an account for overusage. Clients can check their usage using their Client access point / control panel and are very welcome to speak with our support to learn how to reduce overusage.

4. All Clients accept and are subjected to the fair Usage Policy at Link.

5. If there is any instance by the Client of service abuse, infringement of content or usage that contravenes law, breach of the Usage Policy, compromised websites or mailboxes, or unpaid accounts, SA Online will suspend services and give the Client a reasonable period of time to correct the issue, failing which services can be terminated and no refunds will apply.

6. SA Online is obligated to report any e-crimes to the relevant authorities and provide Client information and supporting data.

7. A Client should change their passwords for hosting, website and e-mails via their Client access point / control panel at least twice a year and their access information should not be saved on devices without e-security or shared with any other person.

8. A hosted Client of SA Online will be issued an access username and password for their Client access point / control panel. This information can also be requested for directly from our office if lost, but must be done in writing and then immediately change to a new password by the Client directly on their access point / control panel. A Client will be required to answer their security question.

9. If a Clients website or mailbox becomes compromised due to Spam or Hacking, our company may automatically reset passwords to prevent further risk. A Client must then request updated information from our office and provide their security question answer.

10. A Client should back up their websites at least once a year using their client access point / control panel point. We do offer additional here: Backup Services.

11. SA Online's hosting network is of the highest standard and has in place several e-security systems. SA Online will not be held responsible for illegal access to domains, mailboxes, servers, Client data or Client devices by e-criminals or computer programs. It is the full responsibility of a Client to educate themselves of e-risks and take additional measures whenever they feel appropriate. Our company does provide Additional Security Services for mailboxes and websites, and also Cybercrime and Digital Abuse Services.

12. Domains are registered under the Clients name. A Client ID and secret question will be requested for us to keep on file. Once a Client has confirmed their domain name, any changes will result in a fee. Remember our Clients also have added benefits, which may include, but not limited to, better SEO performance results and annual free web designer time. Chat to us to get more information.

13. Should a Client wish to transfer their hosting services to another hosting provider before their hosting period expires, a R195 + vat Account Closure Fee will be charged and this account and any other outstanding accounts must be settled before a transfer ticket can be processed.

#### SECTION F aka ADVANCE

This section covers APP Development, LARGER COMPLEX WEBSITES, E-SECURITY, 3<sup>RD</sup> PARTY SOLUTIONS and SERVICES, / E-COMMERCE and CUSTOM PROJECTS, REPAIRS and RECOVERIES

1. Additional assessments, Briefings, Consults, and Quality Control will be required. This extra time is generally detailed in a Client quote.

2. Extra terms and conditions will apply and details will be shared throughout the service process. Please ensure you take the time to discuss these with our team.
3. Custom hosting and security will be required for Larger Websites, Media, E-commerce and Custom Projects and our hosting division can quote on a per need basis.
4. Legislation related to trading online or complex websites or Apps will need to be fully complied with by a Client. You can speak with our team for legal support and consults and this is done on a per need basis.
5. Certain website code, advance or 3<sup>rd</sup> party feature components, code and APIs have a 'Shelf Life' and if they become old or their operational integrity outdated or impaired, an entire project rebuild might be required.
6. SA Online reserves the right to only provide services if the project is hosted on our own servers or an environment of our choice.
7. Annual renewal fees are for Client care and account. A Client must ensure that they record expiry dates.
8. Website or Project Recovery services are never guaranteed.

#### SECTION G aka MARKETING

1. People will not automatically be able to find a website or an App on search engines just because they exist. Our company is on the 1<sup>st</sup> page of search engines for primary search phrases and we know how to help our Clients to get similar results. If you do not do web marketing, then your website / App will struggle to be found.
2. A Client accepts that marketing requires a long term partnership, and is not a once off product or service.
3. If you have purchased a marketing product, a Client agrees to engage with our team and discuss their objectives thoroughly.
4. Web marketing can be extremely competitive, costly and time consuming. Our team will work with a Client to be efficient and cost considerate, while achieving results as quickly as possible.
5. Depending on the service purchased, either a monthly, bi-monthly, or weekly consult or update will need to take place. The Client agrees to make themselves available.
6. Every web marketing service we offer is an extremely good product and foundation to get started. Our team can help increase website traffic and leads, but a Client accepts that if our recommendations are not used, results will not be forthcoming. We guarantee a Website or App will feature on search engines and compete for our Clients primary search phrases if our recommendations are followed.
7. We offer PPC/Adwords, SEO, and Social Media web marketing services. Most marketing services have three tiers: research, set up and then management. Each type of marketing has levels of complexity and aggression options. While it is not obligatory, we advise every Client to book a paid Assessment Consult to ensure that the types of marketing services purchased are the correct ones specific for the business.
8. Our team will only work on website marketing with websites hosted on our own servers.
9. Adspend for Google or Social Media or 3<sup>rd</sup> party offerings are not automatically included within a service fee. Such costs are discussed on a per project basis with Clients.

#### SECTION H aka PAYMENT TERMS

1. Unless stipulated on an invoice, all payments are due within 5 working days of date of invoice.
2. (Credit Card Only).The related invoice will include an E-link. The transaction and/or 3<sup>rd</sup> party payment processing fee of 4.5%+ above will be added to the Client account.
3. (Digital Currency Only). SA Online will provide e-wallet / e-link / QR code on an official email and/or invoice. The transaction and/or 3<sup>rd</sup> party payment processing and/or currency conversion fees will be added to the Client account. If there is a currency value fluctuation SA Online will reissue an invoice with amended charges. When a Digital Currency refund is due it will be made to the Rand value that reflected in SA Online's ABSA account only. Digital Currencies are subject to additional regulations and policies, a Client must ensure they are compliant.
4. All payments must include the invoice BK number (displayed on invoice) as a reference. Payment slips can be sent to [payments@saonline.africa](mailto:payments@saonline.africa). SA Online will not accept remittance advice slips, purchase orders, or goodwill payment emails as proof of payment. Funds must clear in SA Online's ABSA bank account before they are credited to a Service Agreement. Digital Currency or Credit Card payments are delayed by 3-7 days.
5. All services are billed 100% in advance with exception for "WEBSITE DEVELOPMENT PROJECTS" which will be billed at a 50% deposit fee and the remaining 50% due half way through the Project Timeline. A Client must honour payment due dates as detailed on their invoices.
6. SA Online reserves the right to offer alternative payment plans in consultation with its Clients.

#### SECTION I aka CANCELLATION & DISPUTES & BREACHES:

**A plea from us.** Cancellations and breaches result in incomplete projects, loss of income, use extra professional time, and can lead to reputational harm. Whenever possible let's try to find a 'middle ground' together.

1. A Client can cancel a Service Agreement for any reason, but it must be done via email, and the following cancellation fees will be applied: 50% cancellation fee if the Project has not yet been Activated. 75% cancellation fee if the Project has been Activated (Project Timeline started) and already assigned to a Designer or Developer. 100% cancellation fee if a Project is over 2/3<sup>rd</sup> of its allocated Project Timeline and/or if

any part of the project scope or services relate to any type of services in SECTION E, F or G. of this Service Agreement.

2. SA Online can cancel a Service Agreement if there is any evidence or instance of Client breach of terms or conditions. No refund will apply and a Client will be liable for the full Service Agreement fee and any additional costs or damages not limited to legal, reputational and professional time.

3. In any instance of a breach or alteration of this Service Agreement by the Client, SA Online, at its sole option or discretion, can do a formal review. A Client must give SA Online a reasonable period of time to issue a written Review Notice and Outcome. If a Client wishes to challenge a Written Review Notice and Outcome, they must offer written feedback that includes substantive, factual and legal points.

4. In the instance that either parties are unable to resolve the dispute, it will be at the discretion of SA Online to first insist that the Client refer the matter for review by an appropriate Ombudsman or appropriate Review Authority, or settled informally by the Arbitration Association of South Africa. SA Online also has the right to insist the matter be dealt with by a Court of Law, and within this Agreement both parties hereby consent to the jurisdiction of the Magistrate's Court. SA Online can, at its sole option and discretion, institute proceedings in any other competent Court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

5. Should a Client not communicate with our office at all for a period of 10 days during an Activated development / design / advance project, we will consider the Client to have absconded and this will constitute a Client breach.

6. A professional, courteous, safe and constructive working environment is imperative to SA Online. If there is any instance of abuse / threats / actions that: hinder business operations or incite harm to a representative of SA Online, or SA Online the business, either directly or indirectly, publically or in person, or via e-methods; related to work duties, career, reputation, rights, liberties, income, safety or integrity, SA Online reserves the right to immediately terminate services. No refunds will be made and depending on the nature of the incident or abuse, SA Online may pursue legal action and / criminal charges without further notice. All legal costs, damages and losses will be pursued against the offender.

7. The Client and SA Online hereby elect as their chosen domicilium citandi et executandi for all purposes the addresses as recorded in this Service Agreement. Any official legal notice must be issued to SA Online's Legal Practitioner at office address displayed at: [www.vhkp.co.za](http://www.vhkp.co.za) and for attention of Anneline Nell and Lenay Barnard.

END OF SERVICE AGREEMENT >>>>