

TERMS

The following terms and conditions apply to all website development / design services provided by Zuron Digital to the Client.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

2.1 Charges for services to be provided by Zuron Digital are defined in the project quotation that the Client receives via e-mail, written quote or verbal quote. Quotations are valid for a period of 30 days. Zuron Digital reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the Client for review, with the remaining fifty (50) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by bank transfer (eft). Bank details will be made available on invoices.

2.2 Zuron Digital's hourly rate for additional work to be completed will be charged at R300 per hour. Zuron Digital will advise the client beforehand of an estimated time to complete the additional requirements and the client will be liable for these charges if agreed upon.

2.3 SEO charges are priced at R850 once off and all keywords and descriptions for each page of the client's website must be supplied before the client gives the go ahead. Certain packages which are offered by Zuron Digital have SEO optimization and integration built into the package and the client will not need to pay for this.

3. Client Review

Zuron Digital will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Zuron Digital otherwise within seven (7) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

Zuron Digital will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Zuron Digital receiving initial payment, unless a delay is specifically requested by the Client and agreed by Zuron Digital.

In return, the Client agrees to delegate a single individual as a primary contact to aid Zuron Digital with progressing the commission in a satisfactory and expedient manner.

During the project, Zuron Digital will require the Client to provide website content; text, images, video and sound files if required.

5. Failure to provide required website content:

Zuron Digital is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as a result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement

we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

6. Payment

Invoices will be provided by Zuron Digital upon completion but before publishing the live website. Invoices are normally sent via email. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of twenty five percent (25%) of the total amount due per month.

7. Additional Expenses

Client agrees to reimburse Zuron Digital for any additional expenses necessary for the completion of the work. Zuron Digital will notify the client beforehand of the additional charges and should the client agree, the client then becomes liable for these charges. Examples would be purchase of special fonts, stock photography etc. These include work which was not agreed to as part of the initial agreement.

8. Web Browsers

Zuron Digital makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that Zuron Digital cannot guarantee correct functionality with all browser software across all different operating systems.

Zuron Digital cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Zuron Digital reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Zuron Digital's Web space, Zuron Digital will, at its discretion, remove all such material from its web space. Zuron Digital is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Clients with accounts in default agree to pay Zuron Digital reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Zuron Digital in enforcing these Terms and Conditions.

10. Termination

Termination of services by the Client must be requested as an email or SMS notification. The Client will be invoiced for design work and all services completed to the date of first notice of cancellation for payment in full within thirty (30) days.

Domain and hosting termination need to be indicated a full calendar month in advance and the client will be liable for all hosting and domain fees for the full notice period.

11. Indemnity

All Zuron Digital services may be used for lawful purposes only and we do not promote the use of our services for any illegal activities. You agree to indemnify and hold Zuron Digital harmless from any claims resulting from your use of our services.

12. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on USB flash or via e-mail or

FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Zuron Digital to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

14. Design Credit

A link to Zuron Digital will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that the website developed for the Client may be presented in Zuron Digital's portfolio.

15. Access Requirements

If the Client's website is to be installed on a third-party server, Zuron Digital must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP.

Depending on the specific nature of the project, other resources might also need to be configured on the server.

16. Post-Placement Alterations

Zuron Digital cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions. This means that if the client gets a third party to alter the work done by Zuron digital then the client will become liable for design fees to correct these should the third party cause damage to the work already done.

17. Domain Names

Zuron Digital may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client unless otherwise agreed to by Zuron Digital. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Zuron Digital. If the domain name was agreed to be maintained by Zuron digital or if the domain name was included in the monthly packages offered by Zuron Digital, then Zuron digital will make sure that payment is maintained and honoured on time so that the client does not incur any downtime.

18. General

Payment of an advance fee or recurring monthly payment constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

19. Governing Law

This Agreement shall be governed by South African Law.

20. Liability

The entire liability of Zuron Digital to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.