



Web Maniacs (Pty) Ltd Co reg no:

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## Web Maniacs Terms and Conditions

### 1. PROPOSALS

1. Web Maniacs may provide Clients with initial proposals, otherwise referred to as quotations, for projects on request. The final project value may vary from the initial quotation if additions are requested to the original scope of work.
2. Web Maniacs will provide proposals in writing by email to Clients, which will include a hyperlink to these Terms and Conditions. Acceptance by a Client of a Web Maniacs estimate is subject to acceptance of the terms and conditions unless specifically agreed in writing between the Client and Web Maniacs to the contrary.

### 2. INVOICING & PAYMENT TERMS

- 2.1 Web Maniacs standard payment terms are 7 days from the date of invoice.
- 2.2 New Website projects require a 50% upfront payment for the commencement of a project, and a final payment before the project is made live. All other Designs should be settled in full before project can commence.
- 2.3 Monthly or retainer invoices will be invoiced by the 25th of the month and needs to be paid within seven business days thereafter. Late payment will result in interest being charged to the account and a suspension of retainer services unless stated otherwise.
- 2.4 If website development cost has been broken up into a payment plan, Web Maniacs will remain the owners of the website until the design and development work has been paid in full as per the initial quotation.
- 2.5 Web Maniacs reserves the right to increase their pricing in line with the official annual inflation rate each year, which is obtained from Statistic South Africa's latest available Consumer Price Index (CPI) Headline Report.

### 3. PROJECT TERMS

- 3.1 Unless expressly agreed in writing to the contrary Web Maniacs will not accept liability to the Client for unforeseen delays in completing a project.
- 3.2 If there is a delay in the completion of a project, Web Maniacs will communicate such delays to the Client in writing via email.
- 3.3 All website or online marketing tactic setup content needs to be provided by the client within 1 week of a deposit being paid to commence a project.
- 3.4 All Graphic design content needs to be provided within 1 week of a deposit being paid to commence a project.
- 3.5 The client is required to provide Web Maniacs with all the content required for a project within the period detailed above. Should the client delay issuing Web Maniacs with the content required for the project, Web Maniacs reserves the right to renegotiate the cost of the project as well as the expected completion date. In such instances, Web Maniacs will request any outstanding payments to be settled before the continuation of the project.
- 3.6 Web Maniacs agrees that all the business affairs and information of the Client are to be kept confidential except where necessary for the execution of their services for the Client.
- 3.7 Web Maniacs will host the Client's website unless otherwise negotiated with the Client.
- 3.8 The Client will provide Web Maniacs within a reasonable timeframe either at the beginning of a development or before a development commences all information and assistance reasonably required for the completion of any agreed tasks, including overall business objectives and objectives for the Client's website. This is to include but is not limited to costs, pictures, content information, photographs, timescales and required functionality, plus any relevant legal requirements, logos, artwork, product, and service information.

- 3.9 If the Client does not engage in reasonable contact with Web Maniacs during the development of a project resulting in Web Maniacs being unable to continue with a development for a period of 1 week or if the Client fails to provide the above required content, information, text and images to Web Maniacs within normally a 2 week timescale from the date of initiation, or a period otherwise mutually agreed with Web Maniacs then Web Maniacs reserves the right to charge the Client for the time spent on the Client's project at a per hour rate plus a cancellation charge of 40% of the remaining fees due of the development. Should this happen, it will be treated as a termination of contract by the Client. Should the Client subsequently request that Web Maniacs continue with a development, Web Maniacs reserves the right to renegotiate any fees due from the original contract or renegotiate a new contract.

#### 4. ONGOING MAINTENANCE AND SUPPORT

- 4.1 **Fixes for newly built websites need to be identified within a 7-day** period from going live. If fixes are identified after this period and the client is not on a Maintenance agreement, then a quotation will be issued to commence such fixes. If the client does not correspond the changes within this period, Web Maniacs shall issue a quote/invoice for work done, per hour.
- 4.2 Web Maniacs cannot future proof of its services or products. Once a client has signed off on a project the responsibility to maintain and update plugins and themes used on the website becomes the client's responsibility unless a maintenance agreement has been signed with Web Maniacs which covers such incidents.
- 4.3 Maintenance does not mean "eyes on the website" all the time and issues on the website still need to be reported to Web Maniacs' account manager.
- 4.4 Development faults with plugins or themes used on a website built by Web Maniacs are not covered by a maintenance agreement and will be quoted separately as in most cases the original software developer will need to be involved.
- 4.5 Similarly, hosting and website faults remain the responsibility of the hosting provider and do not fall under any maintenance agreement.
- 4.6 A Web Maniacs account manager can be present to consult at external meetings if required, however, such meetings need to be arranged in advance, and unless prior arrangements have been made such consultations will be limited to one meeting per month of a maximum duration of 1 hour.
- 4.7 Web Maniacs' Website hosting fees per month includes 10-15 minutes of website maintenance only. This will only include updating of themes and plugins. (Sites Built by Web Maniacs ONLY)
- 4.8 Web Maniacs has a maintenance plan available to its clients. This maintenance plan includes updates of themes, plugins, security support, back-ups, admin email to Web Maniacs with possible cyber risks, updating of Security plugins, configuration, PHP and WordPress updates and reporting.
- 4.9 Unless an SLA with Web Maniacs was drafted, Web Maniacs will no longer do adjustments on a client's Website outside of the 7-day period after the website was built. Any adjustments done to the client's website, will be billed for per hour. The Invoice is payable within 7 days after invoice date.
- 4.10 **Any and all work done by Web Maniacs, NOT included in the Maintenance plan or SLA, will be billed for per hour.**
- 4.11 Web Maniacs is not responsible for spamming, phishing, pharming or spoofing originating from a client's website or online system.
- 4.12 Should the Client cancel the project at any time for any reason, Web Maniacs reserves the right to charge the Client for the time spent on the Client's project at up to a rate of R350 per hour and impose a project cancellation charge of up to 40% of any previously agreed fees.

#### 5. TERMINATION OF SERVICE

- 5.1 Cancellation of any products or services may be made at any time by providing Web Maniacs with a cancellation request 1 calendar month in advance, in writing.
- 5.2 In the event of cancellation of the agreement before the completion of the cancellation period, Web Maniacs reserves the right to pursue any of the following: (1) remove equipment, software, services, or resources owned by the Company, (2) bring legal action against the Client for contractual breach or (3) remove any created websites, graphics, content, links, advertising, and accounts.

#### 6. 3RD PARTY SERVICES

- 6.1 Web Maniacs will offer to Clients' third-party services such as those offered by Google to enhance the performance of their websites. Web Maniacs may include in quotations the setup and maintenance of such third-party services. Web Maniacs will not be liable to the Client for any interruption, non-performance, or cancellation of the provision by third parties of any such services.

## 7. WEBSITE DEVELOPMENT AND DESIGN TERMS AND CONDITIONS

- 7.1 All website content needs to be provided by the client within 1 week of payment of a deposit to commence a project. Should the client delay issuing Web Maniacs the content required for the project, Web Maniacs reserves the right to renegotiate the cost of the project as well as the expected completion date. In such instances, Web Maniacs will request any outstanding payments to be settled before the continuation of the project.
- 7.2 CMS websites require updates to plugins and themes. If the client has not opted for monthly maintenance, such updates, and the cost thereof, remain the responsibility of the client. However, plugins and themes may be quoted separately if required.
- 7.3 Additional pages, images, and revisions on projects above the scope of work agreed above will attract additional charges.
- 7.4 All E-commerce websites will come with Flat Rate shipping. It is the client's responsibility to negotiate shipping costs with his/her preferred supplier and to provide Web Maniacs with specified flat rates. Alternative Shipping Plugin purchase and configuration fall out of the scope of work unless specifically quoted for.
- 7.5 All e-commerce websites will have EFT payment as the default payment option.
- 7.6 The client agrees that all content provided by the client including articles, website wording, graphics, and videos is owned by the client and free of any copyright infringement.
- 7.7 Landing pages, unless otherwise stated are created using a specific Landing page platform. If you want a copy of this page, I can provide it, but it will only be reactivated using a version of the same platform, as the code is customized for use on this platform.
- 7.8 Viruses & Outdated Websites, Web Maniacs makes every effort to take security precautions on my Clients' websites, this includes the relevant security plugins which keep their servers secure, wherever possible. However, I cannot guarantee the prevention of hacks, viruses, or unexpected data deletion and cannot be held liable for any such damages as a result. Web Maniacs cannot be responsible for any websites that have stopped working or have become faulty over time due to the website becoming "outdated". Outdated websites can be affected due to many aspects, such as new browser software, outdated web code, etc. Web Maniacs cannot be expected to keep your website updated in every aspect without being compensated to do so.
- 7.9 Should a client takes over their website to make their own adjustments, Web Maniacs will not be held responsible for broken Websites / Links / Themes / Plugins and System Fails. – Should Web Maniacs gets asked to fix these changes, the client will be billed for per hour.

## 8. SEO TERMS AND CONDITIONS

- 8.1 Web Maniacs accepts no responsibility nor liability to the Client for the actual rankings achieved or how such rankings may vary over time. Search engines are known to change their algorithms and in such doing rankings and traffic may fluctuate.

## 9. EMAIL MARKETING TERMS AND CONDITIONS – *WEB MANIACS NO LONGER RENDER THIS SERVICE*

- 9.1 Web Maniacs will setup the Client's email with email service providers and charge a fixed amount for doing this.
- 9.2 Payment of Monthly charged based on subscribers will remain the responsibility of the client.
- 9.3 Web Maniacs will not be liable for any purchased, rented, or third-party lists of email addresses that were/are purchased/provided by the client for a newsletter or emailing distribution.
- 9.4 Web Maniacs will not be held liable for any penalties placed upon the client by the email service provider as a result of purchased, rented, or third-party lists of email addresses or spam content used in newsletters.

## 10. CONTENT MARKETING TERMS AND CONDITIONS

- 10.1 The Client's account manager will post content based on the client's: Target Market, Products, Industry, but occasionally content might be relevant to General Internet Trends or Holidays. The Client is responsible for setting content guidelines with the Account Manager, these guidelines can be in the form of a list of approved: websites, newsletters, RSS feeds where the Account Manager can derive content from.
- 10.2 The Account Manager cannot take responsibility for the sharing of, nor comments made in response to content posted on the page, as this is the nature of social media interactions. An Escalation process will be followed with feedback on the social media sites, but in no way will any actions are taken in response to these contradict the objective of company transparency.

- 10.3 Unless otherwise agreed the content for newsletters will be provided by the client, although the account manager may give some suggestions for content going forward.
- 10.4 The client agrees that all content provided by the client including articles, website wording, graphics, and videos is owned by the client and free of any copyright infringement

## 11. HOSTING TERMS AND CONDITIONS

- 11.1.1 Web Maniacs will invoice for domain renewals on an annual basis. This is only applicable for websites hosted and maintained by Web Maniacs. Should the client not pay the domain renewal fees within 7 days after the invoice date, Web Maniacs has the right to suspend the service, backups and mails until payment has been received in full.
- 11.1.2 Web Maniacs will invoice for web and email hosting monthly. This is only applicable for websites hosted and maintained by Web Maniacs. Should the client not pay the hosting fees within 7 days after the invoice date, Web Maniacs has the right to suspend the service, backups and mails until payment has been received in full.
- 11.2 Web Maniacs will use their best endeavors to rectify the cause of any disruption in the hosting service of a Client's website(s) and to minimize the duration of any such instances. This is only applicable for websites hosted and maintained by Web Maniacs.
- 11.3 Web Maniacs will not be liable to the Client for any compensation in respect of any downtime that may occur with the hosting of their website(s).
- 11.4 Only If website maintenance is selected and paid for monthly, will Web Maniacs keep a backup of all Client website files.
- 11.5 If a client wishes to move their website to another webserver supported by another party, then Web Maniacs will cooperate fully, subject to all outstanding amounts being paid up in full, in some instances a transfer fee will be applicable.
- 11.6 Web Maniacs will troubleshoot any problems reported by the Client with their email. If the problem is due to an omission by Web Maniacs, then no charge will be made to the Client. If the problem is not due to an omission by Web Maniacs, then the Client will be charged.
- 11.7 Login details and passwords need to be kept confidential and secure. Web Maniacs will not be held accountable for email account/website hacks. We do not keep passwords on record and will subject any password request to security measures deemed sufficient to legitimize the **request**.
- 11.8 Unpaid hosting accounts will be suspended 7 working days after the due date of payment. Should a client require access to the files on the suspended account hosting payment must be made in full.
- 11.9 Where Web Maniacs provides the Client with e-mail facilities, web hosting or other services which involve the provision of computer storage space, Web Maniacs reserves the right to impose limits on the storage space and bandwidth provided. Such limits may be by reference to the physical amount of space made available, the number of e-mail messages held, the size of any attachments sent, or any other method Web Maniacs may specify. Web Maniacs reserves the right to vary these limits from time to time and will keep the Client informed by e-mail. Web Maniacs reserves the right to refuse to accept material and/or to delete material which exceeds the relevant limit.

## 12. GENERAL SERVICE DISCLAIMERS

The Client acknowledges the following concerning services:

- 12.1 Web Maniacs accepts no responsibility for policies of Google, third-party search engines, directories, or other websites ("Third-Party Resources") that the Client may submit to concerning the classification or type of content it accepts, whether now or in the future. The Client's web site or content may be excluded or banned from any Third-Party Resource at any time and the Client agrees not to hold Web Maniacs responsible for any liability or actions taken by Third-Party Resources under this Agreement.
- 12.2 The Client furthermore acknowledges that the nature of many of the resources the Web Maniacs may employ under this Agreement are competitive, therefore Web Maniacs does not guarantee top rankings, consistent positioning or specific performance of any strategies employed and the Client accepts that the Web Maniacs past performance is not indicative of any future results the Client may experience.
- 12.3 The Client recognizes that SEO and submissions to search engines and directories can take an indefinite amount of time for acceptance or inclusion and that internet advertising may be subject to the individual advertising network's policies and procedures.
- 12.4 The Client accepts that Google AdWords, search engines, directories or other resources may block, prevent, or otherwise stop accepting submissions for an indefinite period.
- 12.5 The Client acknowledges that search engines may drop listings from its database for no apparent or predictable reason. The Company shall re-submit resources to the search engine based on the current policies of the search engine in question.
- 12.6 Web Maniacs will endeavor to make every effort to keep the Client informed of any changes that Web Maniacs is made aware of that impact any of the campaigns and strategies and the execution thereof under this Agreement. The Client also acknowledges that Web Maniacs may not become aware of changes to third-party resources, industry changes, or any other changes that may or may not affect campaigns or services.

- 12.7 Web Maniacs, for the duration of this agreement, may develop design strategies and codes, which, in Web Maniacs' opinion improve the Client's website. Web Maniacs and the Client will review these suggestions together and once a mutual agreement is reached activate these changes. If the Client decides to make any material changes to the website, the Client will consult with Web Maniacs before implementing these changes, to make sure that they do not conflict with Web Maniacs' marketing strategy.
- 12.8 Third-Party Resources, particularly Facebook, change their layout and can very often affect any business page installations and applications. The Company will not be held liable for these changes and, should work need to be done to rectify, then a new "quote" would need to be drawn up.
- 12.9 Web Maniacs and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

### 13. COPYRIGHT

- 13.1 The source code of all website web pages remains the intellectual property of Web Maniacs until payment is made in full by the client and may not be copied and used by any other party without the consent of Web Maniacs.
- 13.2 All scripts, CSS and include files used within Client websites, remain the intellectual property of Web Maniacs until payment is made in full by the client and may not be copied and used by any other party without the written consent of Web Maniacs.
- 13.3 The stored procedures, functions, and triggers programmed into SQL Databases remain the intellectual property of Web Maniacs until payment is made in full by the client and may not be copied and used by any other party without the consent of Web Maniacs.
- 13.4 All Client logo images, images unique to the Client, i.e., of their premises, workforce, and their business, plus all written copy, belong to the Client and are covered under their copyright. Web Maniacs will not reuse Client written content or images without the express permission of the Client.
- 13.5 Web Maniacs will not be liable for any copyright infringements committed by the Client with regards to content provided for marketing materials. The Client hereby agrees that all content submitted to Web Maniacs is original content and not copied off other websites as copying content of other online assets will directly impact Web Maniacs' ability to run an effective marketing strategy for the Client.
- 13.6 The Client and the Company acknowledge and agree that the Specifications and all other documents and information related to the development of the Web Maniacs Campaign (the "Confidential Information") will constitute valuable trade secrets of the Company. The Client shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without the Company's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

### 14. BREACH

- 14.1 If the Client does not pay an invoice within the time frame allocated in the invoice, then Web Maniacs has the right to suspend all further works for that Client until payment is made in full.
- 14.2 If the Client does not pay a hosting subscription invoice within 30 days of the due date, i.e., 44 days after the invoice date, then Web Maniacs reserve the right to turn off any website hosting until the invoice is paid in full.
- 14.3 If the Client becomes insolvent or goes into liquidation Web Maniacs have the right to immediately terminate their contract with the Client and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.
- 14.4 If a Client delays the progress of a project with Web Maniacs then Web Maniacs will be entitled to give 14 days' written notice to the Client. If the Client does not satisfactorily remedy the cause(s) of the delay, within the 14-day notice period, then Web Maniacs will have the right to terminate the service. Web Maniacs will invoice the Client for the full value of works carried out to-date.
- 14.5 In the event the Client fails to make any of the payments referenced in the deadline set forth, Web Maniacs has the right, but is not obliged, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove equipment, software, services or resources owned by the Company or (3) bring legal action.