

Terms & Conditions Introduction

This document defines the terms and conditions of our working relationship. Unless otherwise agreed to in writing by both parties, by placing an order with Webfast Technologies TR Timothy Shane Sandeman, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions

As used herein and throughout this Agreement:

“Agreement” means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule(s), together with any other Supplements designated below, together with any exhibits, schedules, or attachments hereto.

“Content” means all materials, information, photography, writings, and other creative content.

“Copyrights” means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under South African and International Copyright Law.

“Deliverables” means the services and work product specified in the Proposal to be delivered by Webfast Technologies to the CLIENT, in the form and media specified.

“Services” means all services and the work product to be provided to the Client by Webfast Technologies as described and otherwise further defined.

“Trademarks” means trade names, words, symbols, designs, logos, or other devices or designs used in the Final Deliverables.

“Ongoing Management” means maintenance plans, website plans and the ongoing work to keep the website functioning and secure. This includes, but is not limited to: data management, backups, maintenance, upgrades, and software patches.

General Terms

Service you can Trust Webfast Technologies (Pty) Ltd's number one priority is to offer the CLIENT a professional web service, which may include, but is not limited to web design, hosting, domain registration/renewal, maintenance, online advertising management, search engine optimization, social media marketing, and graphic design, Printing Solutions, Drone video.

Authorization

The CLIENT authorizes Webfast Technologies (Pty) Ltd to perform the services outlined in this agreement on the CLIENT'S behalf, which may include, but is not limited to, registering their domain, accessing their hosting account and disk space, creating databases and applications, managing their email setup and databases, online advertising, and submitting their project to search engines.

Agreement Scope

Services supplied, costs, and rates are limited to what is specifically set forth in the service package agreement. Any additional services will require an additional agreement. Our agreement is for the full package containing various services.

Should the CLIENT not utilize all services offered within the complete package, the CLIENT will still be liable for the full payment for the complete package.

Costs and Fees

Changes and additions outside the scope of this document will be quoted and invoiced to the CLIENT. The CLIENT will be advised of all costs, changes, and additions before the commencement of the additional work. Fees for professional services do not include outside purchases such as, but not limited to, software licensing, copyright licensing, photography, colour printouts, illustrations, or courier service. Additional expenses are itemized on each new invoice.

Production Schedules

Will be established and adhered to by both the CLIENT and Webfast Technologies. Where production schedules are not adhered to by the CLIENT, the final delivery date or dates will be adjusted accordingly. Additional costs may be charged for CLIENT delays and with missing payments, delayed payments, if the delays result in an increase in time to manage or deliver the services.

Payment

The CLIENT agrees to pay Webfast Technologies in accordance with the terms specified in each proposal/estimate. Payment will be due from the date of signing the agreement.

If the CLIENT fails to pay any invoice, Webfast Technologies reserves the right to withdraw the website and associated materials or refuse completion and/or delivery of work until past due balances are paid. All materials or property belonging to the CLIENT, as well as work performed, may be retained as security until all just claims against the CLIENT are satisfied. The CLIENT is responsible for any debt collection, legal or court fees which may come due to missing payments or contracts not being seen out full contract duration period.

In the event of cancellation of the project prior to completion, the CLIENT will be liable for 1 month's payment as per the 30 day cancellation notice.

Confidentiality

Webfast Technologies (Pty) Ltd agrees to maintain the confidentiality of any confidential or proprietary information shared by the CLIENT during the course of the agreement. This includes any knowledge or information that is of a secret or confidential nature related to the CLIENT's business, equipment, processes, products, services, or business strategies. Webfast Technologies (Pty) Ltd will not disclose such information to any third party or use it for any purpose other than fulfilling the obligations outlined in this agreement. However, this obligation of confidentiality does not apply to information that is required to be disclosed by law or that has become part of the public domain through means other than a breach by Webfast Technologies (Pty) Ltd.

Outsourcing

Webfast Technologies (Pty) Ltd reserves the right to outsource specific project requirements to ensure the successful completion of the agreement. In such cases, any subcontractors or external suppliers engaged by Webfast Technologies (Pty) Ltd will be bound by the terms and conditions of this agreement.

Promotion / Trademark Webfast

Webfast Technologies (Pty) Ltd reserves the right to use the CLIENT's website, associated graphics, and any unused ideas and development for promotional purposes, including the promotion of Webfast Technologies (Pty) Ltd services or participation in design competitions. The CLIENT agrees to allow Webfast Technologies (Pty) Ltd to retain a credit and link from the footer of the website as anchor link.

Copyright

The CLIENT is responsible for obtaining all necessary trademark, servicemark, copyright, and patent clearances for the content provided to Webfast Technologies (Pty) Ltd for the project. The CLIENT also agrees to arrange any required legal clearance of materials used by Webfast Technologies (Pty) Ltd for the project before publication. The CLIENT indemnifies Webfast Technologies (Pty) Ltd against any loss or damage arising from any unauthorized use of photographs, text, or other intellectual property not owned by the CLIENT.

Ownership / Project Copyright

Webfast Technologies (Pty) Ltd retains all rights over working source files and databases and maintains full ownership of the website and design. The CLIENT will not have access to the Control Panel, Database, or FTP, unless otherwise agreed upon.

Open Source Software

Webfast Technologies (Pty) Ltd utilizes open-source software and components to provide websites and services to the CLIENT. Webfast Technologies (Pty) Ltd does not charge additional licensing fees for open-source software. However, the CLIENT agrees to be bound by the original author's terms and conditions for any software and components not developed by Webfast Technologies (Pty) Ltd. Webfast Technologies (Pty) Ltd cannot assign any rights to the CLIENT for such software and components and any paid software or open software can be sourced under a website design package.

Force Majeure

Webfast Technologies (Pty) Ltd shall not be considered in breach of the agreement if it is unable to complete the services due to circumstances beyond its control, including but not limited to fire, earthquake, labor disputes, acts of God, death, illness, incapacity, or any local, provincial, national, or international law, governmental order or regulation, or any other event beyond its control. In such cases, Webfast Technologies (Pty) Ltd will promptly notify the CLIENT of the inability to perform and propose revised schedules for the completion of the services.

Limitation of Liability

The services and work product provided by Webfast Technologies (Pty) Ltd are offered "as is." The maximum liability of Webfast Technologies (Pty) Ltd and its associated parties to the CLIENT for any damages, regardless of the cause or form of action, shall be limited to the net cost of the project as specified in the agreement. Webfast Technologies (Pty) Ltd shall not be liable for any lost data or content, email content, lost profits, business interruption, or any indirect, incidental, special, consequential. Webfast will also take no responsibility for website transfers and migration data loss.

Termination / Cancellation

Webfast may terminate this Agreement with immediate effect by giving written notice to the other party. The CLIENT may terminate the agreement by providing 30 days written notice. The CLIENT will be liable for final payment during the 30-day notice period and all other outstanding balances. The CLIENT shall assume responsibility for the collection of all legal fees necessitated by default in payment. The CLIENT cannot cancel an active package unless contract has served its contract length.

Domain Names

All domain names are legally owned by the CLIENT. All domain name registrations are subject to availability and registration rules. Webfast will manage and own the domain name(s) on behalf of the CLIENT unless the CLIENT requests in writing to manage their own domain(s) and payment of fees and hosting.

Webfast is an Accredited Registrar with the ZA Registry in South Africa in partnership with Xneelo.

The CLIENT indemnifies Webfast against any loss or damage arising directly or indirectly from any failure of services related to domain renewals, registrations, or domain name trademarks.

Hosting

Webfast will offer the suggested hosting package required for the CLIENT's project and website requirements. The exact package required will determine the monthly cost. Due to website growth, disk space, and an increase in traffic, the CLIENT will be responsible for any over-usage, charged per GB for Traffic and per 10MB for Disk Space.

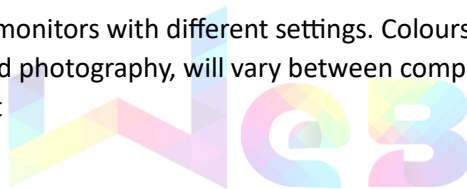
If the CLIENT decides to use their own hosting provider, the CLIENT will be responsible for contacting the chosen host for support relating to hosting matters and ensuring that Webfast will have the correct hosting environment needed for the project. Webfast will charge for costs incurred in liaising with the hosting company and supporting the CLIENT with hosting-related issues. Webfast will charge for costs incurred due to differences in the hosting environment if installation and management exceed standard time frames.

Browser Variance

Our websites are optimized for Google and XHTML compliant browsers and adjusted to support the latest versions of Google Chrome, Mozilla Firefox, and Internet Explorer (IE). We test using the browsers that are statistically the most used. Layout and aesthetic elements may change or degrade in some browsers. Mobile optimization is done before every launch of a project.

Colours

Website visitors use different monitors with different settings. Colours and image quality of the website, including graphics and photography, will vary between computers and monitors. This is outside the control of Webfast



Testing and Acceptance of the Website

Once the project has, in the opinion of Webfast, been completed, Webfast will notify the CLIENT either verbally or in writing and provide the CLIENT with an opportunity to test and review the website. If the CLIENT determines that the website does not comply with the Project Components agreed upon in this document, Webfast agrees to carry out any necessary and reasonable modifications if in reason of package or initial scope of project.

Client Responsibilities

If the CLIENT or an agent of the CLIENT other than Webfast attempts to update, edit, or alter the site's template, infrastructure, source files, or hosting management in a way that causes damage to individual pages or the site's architecture, time to repair web pages will be assessed at our STANDARD or OVERTIME hourly rate, which is an additional cost above the costs outlined in the agreement and the CLIENT will be charged accordingly.

Errors and Omissions

It is Webfast's responsibility to carefully check for accuracy in all respects, ranging from spelling to technical illustrations, and to ensure an overall error-free environment. However, Webfast is not liable for errors or omissions, texts or pricing from client website / store. The CLIENT indemnifies Webfast against any loss or damage arising directly or indirectly from any errors and omissions.

Updates/Changes

Webfast offers Monthly Maintenance packages as set out in the service package agreement. Webfast will ensure that any maintenance work is attended to within the first (1st) week of a new month with reporting + hours from the date of receiving instructions from the CLIENT or package is set in place.

Copy

All text must be supplied in a digital format that can be copied and pasted. Webfast will not retype or type out any text found in any non-editable file format, unless at extra cost.

Images

Graphics and photographs should be provided in a digital format via email, file transfer, or flash drive or cloud service such as Google drive, Dropbox, Discord. Photographs must not exceed a file size of 2.5MB each unless prior arrangements have been made. Larger files may incur additional costs due to increased processing time and design time.

Branding

All logos and branding must be provided in an industry-standard vector format. This ensures scalability and high-quality reproduction of the branding elements and other format extractions, if the CLIENT can not provide this Webfast can help create the missing vector and logo files at extra standard rates.

Fraud/Scam

In the event of any allegations against the CLIENT regarding illegal activity on the website, such as using the website for scamming or defrauding users, Webfast reserves the right to terminate the website immediately. The CLIENT is responsible for providing Webfast (Pty) Ltd with proof that such allegations are false before the website can be reactivated.

Emails & Spam

While hosting with Webfast on Xneelo servers, it is crucial to always adhere to the Acceptable Use Policy. Failure to comply with the policy could result in a first and final warning or immediate termination of hosting, website, and email services without prior notice. It is important for the CLIENT to familiarize themselves with and follow the guidelines outlined in the Acceptable Use Policy to ensure a smooth hosting experience and prevent any potential issues related to email and spam.

Acceptable Use Policy:

<https://xneelo.co.za/legal/acceptable-use-policy/#abuse-and-spam>

What are the industry best practices, regarding spam, which I should follow?

<https://hetzner.co.za/help-centre/email/what-are-the-industry-best-practices-regarding-spam-which-i-should-follow/>

What will happen if I have been accused of spamming?

<https://xneelo.co.za/help-centre/email/what-will-happen-if-i-have-been-accused-of-spamming/>

How to manage a legitimate mailing list:

<https://xneelo.co.za/help-centre/email/manage-legitimate-mailing-list/>

Email sending limit:

<https://xneelo.co.za/help-centre/email/i-have-a-mailing-list-how-many-emails-can-i-send-out-on-my-web-hosting-account/>



If you have any questions or concerns, feel free to reach out to us at legal@webfast.co.za