

# **Terms and Conditions for Web Development**

### 1. Payment

A deposit of 50% is required upfront before developing the website. Logic defied will pay a maximum R500.00 towards the hosting and domain purchase fee for the first year. The client will be required to pay for the hosting and domain purchase fee each year after the first year.

The deposit fee will not be refunded if the clients chooses to cancel the web development, however if the work does not represent what was originally agreed upon and Logic defied refuses to work on the website again, the client is allowed to ask for a refund of the initial 50% deposit.

#### 2. Materials

The client should provide materials for the website. Materials include things such as images, logos, information to be displayed on the website, etc. Failure to supply the material in time will lead to an extension in the time that was previously agreed on.

Logic defied reserves the right to refuse to upload any material that might be identified as illegal.

# 3. Completion of work

On completion of work, the client will be given 7 days to review the website on a public domain. If the client is not entirely happy with the work, the client is permitted to ask for changes that reflects what was originally agreed upon. Any changes that are not the same as what was agreed upon might result in additional fees to the client. The client will be required to pay the remaining 50% before or on the 8<sup>th</sup> day of completion of the work.

Failure to pay the 50% in time will result in the website being shut down and the client will have to pay 50% and another 50% deposit to reinstate the website.

# 4. Unsatisfactory work

On completion of work, if the work does not represent what was originally agreed upon and Logic defied refuses to work on the website again, the client is allowed to ask for a refund of the initial 50% deposit.

### 5. Ownership of the website

Once the client pays the full amount, the client will be the owner of the website domain and website code. However should the client request access to the website code and access to the control panel we will not be liable if any data is missing from the website due to hacking, improper backup or any other data misfortune.

# 6. Search engines

We do not guarantee that a search engine will find your website however we will do search engine optimizations to try and get your website featured on search engines such as Google, Yahoo and Bing.

#### 7. Health and other concerns

Logic defied will not be responsible for any injury, illness, death, loss and damage that may be caused by our services.

Logic defied shall not be held liable for any illegal content that the user may upload to the website. Logic defied is allowed to refuse to upload illegal content to the website,

#### 8. Non-discloser

Logic defied and any subcontractors agree that they will not disclose any of your confidential information to any third party.

#### 9. Subcontractors

Should we hire any subcontractors, we will inform you

# 10. Backups

If the client does not request access to the control panel Logic Defied will be partly liable for any missing data caused by our own fault, however should the client request access to the control panel they will be responsible for any missing data.

# 11. Modifications by a non Logic defied developer

If the client wants to use another web development company to modify the website, we will allow the client to do so and we will no longer be responsible for any errors that may occur on the website unless if we agreed on maintaining the website when the client's developer is done making changes to the website.

# 12. Embedding

The client's websites may have a footer embedded indicating that the website was developed by Logic defied, our own website will also have a link to the client's website.

### 13. Maintenance

The client will be responsible for domain hosting and domain name fees after a year of launching the website. Any further modifications to the website/app will be charged at R150 per hour plus a base consultation fee of R250.

### 14. Browser support

We do not guarantee that our websites will work on lite mobile browsers such as Opera mini. However we guarantee that our website will run efficiently on the latest browsers at the time of creating the website.

### 15. Governing law

This terms and conditions are as they are. A client may take us to court if they think our terms and conditions are unlawful.

Date: 01 February 2019