

# Terms and Conditions

# Supr<sup>o</sup>net

Ideas Design Function

# SuproNet Terms and Conditions

2020-04-15

The following terms and conditions are applicable to all agreements between SuproNet and clients for the development and/or hosting of websites and other design and development unless agreed to differently in writing. Acceptance of our proposal and quote confirms the client's acceptance of these terms and conditions.

SuproNet is a division of SUPROKON Management Services CC and the agreement with SuproNet constitutes an agreement with SUPROKON Management Services.

"The client" is the person or organisation entering into an agreement with SuproNet.

1. We use xneelo for the hosting of websites. Unless the client uses a different hosting service provider, the terms and conditions set by xneelo will apply to this agreement and is not negotiable. The aims of the xneelo terms and conditions are to ensure reasonable use and eliminate misuse. A xneelo index of terms and conditions relating to legal aspects can be found at xneelo Legal Notices (<https://xneelo.co.za/legal/>). The following pages contain terms and conditions that are specifically relevant:

- a. xneelo: Terms of Service (<https://xneelo.co.za/legal/terms-of-service/>)
- b. xneelo: Acceptable Use Policy (<https://xneelo.co.za/legal/acceptable-use-policy/>)

By entering into an agreement with SuproNet to host the client's website, the client unconditionally accepts the terms and conditions set by xneelo.

2. SuproNet will take reasonable care to ensure that information provided by the client is published correctly. However, SuproNet has no responsibility for any damage, directly or consequential, that the client may suffer due to bona fide errors or information we publish on the website in good faith. The client is and remains responsible for the content of the client's website and undertake the following:

- a. To review published content within a reasonable time and timeously inform SuproNet if there are any errors.
- b. To accept all responsibility and to indemnify SuproNet against all claims against the client relating to information on the client's website.

3. Fees relating to the registration of web domains and the hosting of the website are payable before registration and the hosting is set up. Fees for domain renewal and hosting are payable in advance for each payment term of 12 months.

4. Fees for the design and development of the website and other elements are payable as follows:

- a. At least 50% before commencement of the design.
- b. Balance within 7 days after the completion of the development.

5. The website will only be published after the client has approved the design and content. It is the responsibility of the client to thoroughly check the content for correctness. Any errors to be corrected after the client has approved the content, will incur additional fees, payable by the client.

6. Unless agreed to in writing, the client will provide all information and graphical elements necessary for the design in a form that is reasonably useable. The extraction of information from an existing website or websites (the client's website(s) or other) is not considered to be in a "form that is reasonably useable". Unless agreed to in writing, SuproNet will not find information or any other material or conduct research to acquire information or any other material for use on the client's website.

7. The information (website content) provided by the client at the start of the project, will be considered to be the final, approved content. If changes have to be made after the initial input has already been processed and/or the changes increase the scope of the work to be done, the client will be liable for an additional fee at a rate as set by SuproNet from time to time.

8. SuproNet's prices include the services as described in the proposal and quote. Any additional services may carry additional cost for the client.

9. A "page" (in terms of the size of the website) refers to information and graphics filling about one A4 page when using a normal, legible font size. SuproNet considers 12pt Arial as a standard.

10. SuproNet's prices and quotes are based on the assumption that clients and potential clients visit SuproNet's offices if any direct contact is required. If SuproNet has to visit the client for any reason, an additional fee will be payable. The fee will be based on the rate at the time and time will be measured from the time of departure from SuproNet's offices until arrival back at our offices.

11. SuproNet reserves the right to remove any website or part thereof without warning if:

- a. the client does not comply with any of the terms and conditions; or
- b. any payment is overdue; or
- c. the website, according to SuproNet's sole judgement, contravenes any laws of the country; or
- d. SuproNet is compelled to do so by an order of the court; or
- e. SuproNet is compelled to do so through any other legal process.

If the service is suspended for these reasons, SuproNet will inform the client within a reasonable time.

If the service is suspended for these reasons, the client remains liable for all fees for the full period and all fees already paid will be forfeited to SuproNet.

12. SuproNet reserves the right to remove any website or part thereof if, according to SuproNet's exclusive judgement, it is damaging to SuproNet's good name to be associated with the site and the client has been given reasonable notice. In such a case, SuproNet will refund fees already paid pro rata to the period not used.

### 13. Hosting Agreements: Term and Termination

- a. Hosting agreements are valid for an undetermined time and payable in advance for terms of 12 months; the first payment term starts on the day that the hosting is set up for the first time.
- b. The client must give 30 days' notice of terminating the agreement.
- c. If the client gives notice 30 days before the end of a payment term, the service will be terminated on the date that the payment term ends.
- d. SuproNet must give the client 60 days' notice of terminating the agreement, except in case of special conditions noted elsewhere in these terms and conditions.
- e. If the client gives notice of termination of the agreement before the expiry of a 12 month payment term, the client will be refunded for the unused portion of the term, minus an administration fee of R100 (VAT included). If the value of the unused portion is less than R100 (VAT included), no refund will be done but the client is not liable to pay an additional fee. Refunds will only be made with regards to the portions of the fee related to the hosting of the website. No refunds will be made with regards to the portions of the fee related to updates and/or maintenance of the site and domain registration or renewal.
- f. If SuproNet gives notice of termination of the agreement before the expiry of a 12 month payment term, the client will be refunded for the unused portion of the term. Refunds will only be made with regards to the portions of the fee related to the hosting and the update and/or maintenance of the website. No refund will be made with regards to the portions of the fee related to domain registration or renewal.

### 14. Web design and development: Termination

- a. If a client terminates an agreement for the development of a website:
  - i. The initial fee (usually 50%) will not be refunded.
  - ii. If SuproNet has done more work (at the fee rate at that time than is covered by the initial fee, the client will be liable for an additional fee to cover the additional work. This fee will be based on SuproNet's exclusive estimate of the value of the work already done.
  - iii. SuproNet retains intellectual property rights (copyright) on all development already done and the client has no claim to such designs and developments.
- b. If the client does not provide any input (for example content or graphics) or does not provide feedback on concepts, proposals or test websites within 4 weeks of being requested to do so, SuproNet may, at its sole discretion, interpret it as a termination of the agreement by the client and the conditions for explicit termination as set out above (14. a.) will apply.

15. The client must ensure that the client has the right to use all material supplied to SuproNet for use in the development of the website or to be placed on the website. The client assumes full responsibility for any material supplied to SuproNet and to indemnify SuproNet against any actions or claims related to the alleged or proven unauthorised use of material provided by the client for use on the website or in the development thereof.

16. Copyright with regards to all new designs and derivative designs of parts of the website and of the website in total, belongs to SuproNet. Upon the receipt of the full and final payment, SuproNet transfers to the client an irrevocable, non-transferrable right to use the elements specifically developed for the website, and the website in total, on the client's own website or websites and other websites related to or referring to the client's website.

17. Unless specifically stated otherwise, the only deliverable to the client, is the final output described or specified. It does not include any source files, preparatory work, photographs, video, graphics, voice recording, text files, or any other material acquired, changed or created before or in the process of creating the output. This exclusion of deliverables includes the so called "open files" of any output (deliverable).

18. If SuproNet acquires or buys any material for use in the development of the website or use on the website, the client will be bound by the terms of use of such material.

19. If any clause or clauses of this "Terms and Conditions" do not comply with any law or laws of the Republic of South Africa or are not enforceable, all other clauses will remain in force and the affected clauses will be applied in a way to afford SuproNet the maximum possible protection and rights.

20. No action, or failure to act, or refusal, or neglect by SuproNet to enforce its rights shall be construed as a concession made in terms of any of the clauses of these terms and conditions, or that SuproNet waived any of his rights. SuproNet may also, from time to time, make changes to this notice.