



Epicdev (pty) Ltd.

Online Systems and Software Solutions

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VAT No. 4590268076

## Terms and Conditions

### Web Design and Development

1. Epicdev® will commence with a project once a 50% deposit of the quoted total has been received, unless otherwise agreed upon in writing.
2. Epicdev® offers clients one Photoshopped design concept of the Home Page and one inner page. Any additional concepts might be charged for at Ad Hoc rates. Kindly note that the Photoshopped concept might only be 90% accurate, the online design might differ slightly.
3. Once we have sent the first concept design/s to the client for approval, we will allow five working days for the client to send us a list of their revisions. If these revisions have not been sent to us after these five working days, Epicdev® holds the right to invoice the client 15% of the balance total as per the quote/proposal and request payment thereof with immediate effect. Epicdev® also reserves the right to proceed with development as if revisions are not received within the 5 working day timeframe. For EpicXpress clients, Epicdev® will continue to invoice the client 6 weeks from when the agreement was first signed.
4. On approval and finalisation of the Photoshopped concept design, Epicdev® will proceed to develop and design the website. Once the functional preview has been sent to the client, we will allow for 10 working days for the client to send us one set of small revisions on the functional preview as well as all content (text and images) for the website. If the revisions and or content have not been sent to Epicdev® after ten working days, Epicdev® holds the right to invoice the client the outstanding balance total as per the agreed upon quote/proposal and request payment thereof with immediate effect.
5. Kindly note that a design concept needs to be formally approved before development takes place. This is to ensure that major changes do not need to be made during the development process, which could potentially lead to additional costs.
6. Once a website has been approved and has been uploaded to the Epicdev® server, the balance of the approved quote/proposal is payable to Epicdev® with immediate effect.
7. In the case where a website needs to be upload to a server other than one belonging to Epicdev®, payment of the balance owing is required in full before a the website will be uploaded and made live.
8. Please note that if the client does not host his/her domain with Epicdev®, Epicdev® will not be held liable for any setting changes made by the client's Hosting/Email Provider. Password/setting changes could hinder the website's contact form, making it inactive as a result – In such cases, Epicdev® cannot be held responsible unless hosting is provided by Epicdev®.
9. Please note that bulk backups are only done on projects that are hosted on an Epicdev® server. Clients are responsible for backups on projects that are not hosted on an Epicdev® server.
10. In the case where a project is hosted outside of an Epicdev® server, it is the client's responsibility to ensure that their hosting environment meets Epicdev's requirements. Any server not hosted with Epicdev® needs to have a PHP environment and needs to meet Epicdev's requirements.
11. For testing purposes, once a website has been completed and uploaded, a test message will be sent from the client's website to the client's email address. The client is requested to reply to this email and confirm that the contact form is functioning adequately.
12. A Project Resurrection fee might apply to clients who do not offer feedback on projects within 20 business days from when a response was requested. To ensure that your project meets its' deadline, it is important to offer feedback timeously so that Epicdev's production schedule can run accordingly. Failure to offer feedback can result in your project being rescheduled for a later date.

### Online Marketing

13. Invoices will be issued in advance monthly.
14. Six even consecutive monthly payments as per the agreed upon quote/proposal are payable in advance, before the 1<sup>st</sup> day of the month, without set off or deduction, for the duration of six consecutive months, unless otherwise agreed upon and stipulated in writing.
15. It is agreed that the commencement of this Online Marketing will begin only once the first payment as per the agreed upon quote/proposal is made.
16. Feedback from marketing retainer clients needs to be submitted by the 15th of every month in order for us to plan and schedule the work to be done for the following month.

17. Epicdev® has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
18. Due to the competitiveness of some keywords/phrases, on-going changes in search ranking algorithms, and other competitive factors, Epicdev® does not guarantee #1 position or consistent top 10 positions for any particular keyword, phrase, or search term.
19. Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for an applicable amount of time. This is referred to as the "Google Sandbox." Epicdev® assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties for new sites.
20. Occasionally, search engines will drop listings for no predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, Epicdev® will re-optimize the website/page based on the current policies of the major search engines.
21. Epicdev® will provide the client with a monthly Online Traffic Report for each paid monthly campaign.
27. Epicdev® will not be held responsible for any security flaws, technical and performance issues for websites or systems that were not developed by Epicdev®.
28. If a system is attacked in any way, Epicdev® will have to charge for any extra data costs that might occur. Epicdev® will first implement all measures to try and avoid an attack, but we cannot take responsibility on failure thereof.
29. Your hosting account has a bandwidth usage limit of 7GB. We realize that from time to time, a Client may have unanticipated circumstances which cause their web sites to exceed this limit. In such instances, we will be entitled to bill you R5.00 excl. VAT per exceeding GB. Should this occur, Epicdev® will first make every effort to contact you to notify you of the situation and you are entitled to request a suspension of services.
30. Please note that Epicdev® will activate up to 10 emails per hosting agreement. Please note that Epicdev® is not a Desktop Support company. Clients are responsible for contacting their IT companies to set up emails, Epicdev® will provide the settings only.
31. Please note that if Epicdev® is not the Client's web designer/administrator, Epicdev® will not be held liable for any setting changes made by the Client's web design company. Setting/code changes could hinder the website's functionality, making it inactive as a result – In such cases, Epicdev® cannot be held responsible unless all web services are provided by Epicdev®.

#### **Domain Registration & Hosting**

22. Client agrees to pay monthly, bi-annual or annual invoices to Epicdev® in a timely manner, in advance for any month/year in which he/she wishes to continue hosting services. Fees are subject to change with notice.
23. An annual domain registration renewal fee will be required as per the agreed upon quote/proposal. Fees are subject to change with notice.
24. Epicdev® reserves the right to cancel a client's hosting service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a Client violates Epicdev®'s terms of service, a refund will not be issued in the event of a cancellation. Clients may cancel their account at any time with 30 day's written notice. Fees charged/received on a prepay basis are non-refundable.
25. Web hosting companies occasionally implement changes on servers which may require minor adjustments to your website code by Epicdev®. Rare "down-time" or other problems requiring the assistance of Epicdev® may also occur. We will ensure to notify you ahead of time on such occurrences and can negotiate a schedule that suits the client.
26. Epicdev® will not be responsible for any loss of business or other damages resulting from occasional "down-time" or other technical problems related to the host server, whether caused by the web hosting company or by broader Internet problems beyond our control.

#### **Exclusions**

27. Epicdev® reserves the right to refuse service and /or access to its servers to anyone. Epicdev® does not allow any of the following content to be stored on its servers: Illegal Material - Including copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation. Miscellaneous content - Including pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc. and encrypting of any of the above. Also includes any sites providing "links to" or "how to" information about such material.

#### **Client's Obligations**

33. For the purpose of receiving professional Online Marketing services, the Client agrees to provide:
  - 33.1. Administrative/backend access to the website for analysis of content and structure if the website does not reside on an Epicdev® server.
  - 33.2. Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
  - 33.3. Unlimited access to existing website traffic statistics for analysis and tracking purposes.
  - 33.4. Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by Epicdev® for search engine optimization purposes.

34. Linking to “bad neighborhoods” or getting links from “link farms” can seriously damage all SEO efforts. Epicdev® does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation.

**The client acknowledges and agrees with the following in terms of all of Epicdev®’s services:**

35. All fees are non-refundable.
36. All fees, services, documents, recommendations, and reports are confidential.
37. Epicdev® reserves the right to cancel this agreement at any time on 60 days written notice. In this event the Client will continue to pay all amounts due in terms of this agreement during the notice period, unless otherwise specified in writing.
38. The Client may also cancel this agreement at any time on 60 days written notice. In this event Epicdev® will continue with its obligations in terms of this agreement during the notice period. However, if the Client terminates this agreement by virtue of clause 26 above or for any reason whatsoever before the end of this agreed upon period, the client will be liable to pay 30% of the outstanding amount as calculated from the remainder of the month’s (third party budgets NOT included). This amount will become due, owing and payable immediately upon the date that the early termination becomes effective, unless otherwise stipulated in writing.

**Breach and Cancellation**

39. Should the Client fail to make punctual payment, all services will unfortunately be suspended until payment is received. Payments are Non-Refundable for any reason whatsoever.
40. In the event of client failing to make punctual payment of any amount due in terms of this contract or breaching any term of this contract, and failing to make payment or remaining in breach after being given 7 (SEVEN) days written notice to make payment or remedy the breach Epicdev® will be entitled to immediately cancel this contract due to the client’s breach.

**Arbitration and Jurisdiction**

41. Any dispute arising between the parties out of this agreement shall, at the option of any aggrieved party be submitted to arbitration in terms of the provisions of the Arbitration Act, 1965 or any amendment thereto.
42. The parties hereby consent to the jurisdiction of the Magistrate’s Court in regard to any action or proceedings based on or arising from this agreement, notwithstanding that the amount claimed would otherwise exceed the jurisdiction of the Magistrate’s Court.
43. This consent is not to be construed as a restraint on any party to institute action in the High Court of South Africa.
44. Epicdev® will be entitled to recover any legal costs incurred enforcing this agreement on an attorney client scale.
45. The Client will be obliged to pay Epicdev® interest on all overdue amounts at the rate of 9% per annum, compounded.