

NuKe Marketing (Pty.) Ltd.

Website Design & Hosting Terms and Conditions

1. STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design & Development and website / email hosting work undertaken by NuKe Marketing (Pty.) Ltd. for its clients.

2. OUR FEES AND DEPOSITS

2.1 A 50% deposit of the total fee payable under our proposal is due immediately upon you instructing us to proceed with the website design and development work. The 50% deposit is only refundable if we have not fulfilled our obligations to deliver the work required under the agreement. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of ours.

2.2 We reserve the right not to commence any work until the deposit has been paid in full.

2.3 The remaining 50% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the "approval of work" and "rejected work" clauses.

2.4 Upon Completion of Services the full amount is payable before the website will be made live.

2.5 Extra services will be billable at the discretion of NuKe Marketing (Pty.) Ltd.

3. SUPPLY OF MATERIALS

3.1 You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material.

3.2 Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount.

3.3 Where you fail to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part or parts of the work already completed or invoice you for additional time spent on your website.

4. VARIATIONS / REVISIONS

4.1 We are pleased to offer you the opportunity to revise the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification.

4.2 Our website development phase is flexible and allows certain variations to the original specification. However, any major deviation from the specification will be charged at the rate of R 100.00 per hour.

5. PROJECT DELAYS AND CLIENT LIABILITY

5.1 Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required to progress to subsequent phases.

5.2 NuKe Marketing (Pty.) Ltd. cannot be held responsible for delays out of our control including

internet connection, equipment failure and hosting services.

5.3 It is required that a single point of contact be appointed from your side and be made available daily to expedite the feedback process.

6. APPROVAL OF WORK

6.1 On completion of the work you will be notified and have the opportunity to review it.

6.2 You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved.

6.3 Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balance of the project price will become due immediately.

7. REJECTED WORK

7.1 If you reject any of our work within the 7-day review period, or not approve subsequent work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can elect to treat this contract as at an end and take measures to recover payment for the completed work.

8. WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS, TRADEMARKS AND COPYRIGHTED MATERIAL

8.1 You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trade marks, or any other material that you supply to us to include in your website or web applications.

8.2 The Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

8.3 You must indemnify Nuke Marketing (Pty.) Ltd. and hold us harmless from any claims or legal actions related to the content of your website.

8.4 The Client authorises Nuke Marketing (Pty.) Ltd. to use any of their trademarks / Logos used while hosting the website with NuKe Marketing on promotional material or on www.nukemarketing.co.za for Promoting Nuke Marketing (Pty.) Ltd.

9. SEARCH ENGINES (SEO)

9.1 We do not guarantee any specific position in search engine results for your website. 9.2 We perform basic search engine optimisation according to current best practice.

10 . CONSEQUENTIAL LOSS

10.1 We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

11. Website (CMS & Hosting) Login details

11.1 If the client wishes to access and edit or update content, Nuke Marketing (Pty.) Ltd. cannot be held responsible for loss of data or changes made by the client.

11.2 A fee will be billed to client to restore lost data if possible.

13. SUBCONTRACTING

13.1 We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

14. NON-DISCLOSURE

14.1 We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

15. ADDITIONAL EXPENSES

15.1 You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.

16. BACKUPS

16.1 The Client is responsible for maintaining their own backups with respect to their website and Nuke Marketing (Pty.) Ltd. will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us.

16.2 Backups done by NuKe Marketing (Pty.) Ltd. will be charged at the Maintenance Rate of R 100 per hour.

17. Security

Nuke Marketing (Pty.) Ltd. will not be held liable for any viruses, hacking, malicious content or any Security breaches pertaining to any third party applications or to the Client's website / Hosting services.

18. OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING

18.1 We will supply to you account credentials for domain name registration and/or web hosting that we purchased on your behalf when you reimburse us for any expenses that we have incurred.

18.2 The domain name purchased remains the property of Nuke Marketing (Pty.) Ltd. Until full payment has been received as agreed.

19. CROSS BROWSER COMPATIBILITY

19.1 By using current versions of well supported content management systems such as "WordPress", we endeavour to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari.

19.2 Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

19.3 Nuke Marketing (Pty.) Ltd. cannot guarantee or be held liable for lack of functionality on older devices or browsers.

20. E-COMMERCE

You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify NuKe Marketing (Pty.) Ltd. and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of Internet electronic commerce.

21. CENSORSHIP

Nuke Marketing (Pty.) Ltd. will exercise no control whatsoever over the content of the information passing through the network, email or web site or hosting services.

22. WARRANTIES

22.1 NuKe Marketing (Pty.) Ltd. makes no warranties or representations of any kind, whether expressed or implied for the service it is providing.

22.2 NuKe Marketing (Pty.) Ltd. also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client.

22.3 Use of any information obtained by way of NuKe Marketing (Pty.) Ltd. is at Client's own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services.

22.4 Connection speed represents the speed of an end-to-end connection.

22.5 NuKe Marketing (Pty.) Ltd. does not represent guarantees of speed or availability of end-to-end connections.

22.6 NuKe Marketing (Pty.) Ltd. expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability.

22.7 NuKe Marketing (Pty.) Ltd. specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

23. DISPUTES

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

24. INDEMNIFICATION

Client shall indemnify and hold NuKe Marketing (Pty.) Ltd. harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against NuKe Marketing (Pty.) Ltd. directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

25. DISCLAIMER

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the services we provide to you are excluded. Without limiting the above, to the extent permitted by law, any liability of NuKe Marketing (Pty.) Ltd. under any term, condition, warranty or representation that by law cannot be excluded is, where permitted by law, limited at our option to the replacement, re-repair or re-supply of the services or the payment of the cost of the services that we were contracted to perform.

26. GOVERNING LAW

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of South Africa. You and Nuke Marketing (Pty.) Ltd.

submit to the non-exclusive jurisdiction of the courts in and of South Africa in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

I Hereby Accept the quotation & Confirm to have Read & Agree to the above Terms and Conditions:

Full Name:

ID Number:

Client signature: