





JAY SQUARED

Web Design • Web Development • Advertising

Reg. No. 2009/161148/23

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Terms of Service

The Terms of Service contained herein is the latest official Jay Squared Web Development Terms of Service and should be deemed as such. This version supersedes the terms of service in any other written or verbal agreement.

1. Authorisation

The Client authorises Jay Squared Web Development to register or transfer a domain or multiple domains if required on behalf of the Client. Despite Jay Squared Web Development managing such domains on behalf of the Client, the ownership of such domains belongs solely to the Client.

2. Disclaimer

- 2.1 Neither Jay Squared Web Development nor any of its agents or representatives shall be held liable for any damage, loss or liability of any nature, arising from the use of a product or service supplied by Jay Squared Web Development.
- 2.2 Furthermore, Jay Squared Web Development makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from products or services supplied by Jay Squared Web Development are free from errors or omissions or that the service will be 100% uninterrupted and error free.

3. Payment Terms

- 3.1 Unless the deposit amount is specified on an agreement, upon acceptance of any quotation, an invoice will be issued for the full sales amount. Fifty percent (50%) is payable immediately as a deposit. The balance of this invoice is payable before a website is transferred to a live domain or made publicly accessible.
- 3.2 Work that is not defined and outlined in the formal quotation will be charged at R 250.00 per hour or part thereof, unless agreed otherwise in writing.
- 3.3 Outstanding accounts may result in domains and e-mail facilities being suspended until such time that the necessary arrangements or payments have been made.
- 3.4 All printing, promotional and branded items are payable upfront.
- 3.5 The Client agrees that, upon paying the required deposit amount, the Terms of Service as outlined in this document has been read, understood and accepted.

4. Bulk Mail, Newsletters, Promotional or Commercial Communications

- 4.1 Bulk Mail, Newsletters, Promotional or Commercial Communications may not be sent to recipients who have not requested or signed up to receive such communications, as this constitutes Unsolicited Communications which is a Criminal Offence as outlined in Section 45 of the Electronic Communications and Transactions Act of 1992, which may be liable to a fine or imprisonment for a period not exceeding 12 months.
- 4.2 Bulk Mail, Newsletters, Promotional or Commercial Communications may not be sent to invalid e-mail account. Strict financial penalties will be enforced in the event that such communications are sent.

5. Website Development

- 5.1 The Client hereby retains Jay Squared to design and develop, and Jay Squared hereby agrees to design and develop, a website in accordance with the project outline or formal quotation. The parties shall work together in a joint effort to accomplish the tasks and objectives set forth in the Project Outline.
- 5.2 Jay Squared shall be responsible for delivering and performing only those professional services specifically identified in the Project Outline (or formal quotation where a Project Outline has not been compiled).
- 5.3 Any additions, modifications or changes to the Project Outline or Formal Quotation shall be pursuant to the Change Order process set forth below.

6. Client Responsibility

- 6.1 The client is responsible for delivering all content, information and graphics either electronically or on CD or DVD within 30 days of acceptance of our formal quotation.
- 6.2 Failure to comply with 6.1 above, unless otherwise agreed by both parties in writing, may result in Project Cancellation, in which case the full deposit amount will be forfeited.
- 6.3 The client may, within 14 days from initial delivery of a website, request changes to the website.
- 6.4 Should Jay Squared Web Development be of the reasonable opinion that such changes do not fall in line with the Project Outline or Formal Quotation or when such changes constitutes functionality outside of the Project Outline or Formal Quotation, the Change Order process set forth below shall be followed.
- 6.5 Any delay caused by the client, may result in a delivery timeline delay equal to the delay caused by the client.

7. Acceptance of Deliverables

- 7.1 The Client shall execute a written approval upon completion of each of the deliverables identified in the Project Outline or Formal Quotation within 14 days from initial delivery. Jay Squared Web Development shall rely on such written approval as Client's acceptance of such deliverable, including, but not limiting to, acceptance of its design, content, layout, color, format, navigation, and functionality.
- 7.2 Any modifications to the deliverable(s) after execution of the written approval by Client shall be subject to the Change Order process set forth below.
- 7.3 Should the client fail to provide written approval of deliverables or fail to raise any concerns or complaints in this regard, in writing, within no more than 14 days following initial delivery of a website or service, it shall be considered that such deliverables are accepted and approved by the Client.
- 7.4 'Initial Delivery' above, being defined as the first time that the website is accessible either through an allocated sub-domain: www.yoursite.jay-squared.co.za or through the live domain, only where a sub-domain has not been allocated.
- 7.5 Project Closure Date: The Project Closure Date will be 14 days from Initial Delivery date, as defined in 7.4.

8. Special Services

Special Services are hereby defined as services other than the design and delivery of a website or development projects and may include:

- 8.1 Implementation and/or Management of Search Engine Optimisation (SEO) Campaigns, excluding the provision of a Search Engine Friendly (SEF) or Optimised Design
- 8.2 Implementation and/or Management of Pay-per-Click (PPC) Campaigns
- 8.3 Implementation and/or Management of Social Media Marketing (SMM) Campaigns
- 8.4 Implementation and/or Management of Search Engine Marketing (SEM) Campaigns

All such services are provided as additional Specialised Online Services and will be quoted separately.

9. Change Orders

- 9.1 In the event Client desires to make any modifications/adjustments/changes to the Project Outline, Formal Quotation or a Deliverable or Jay Squared Web Development is of the reasonable opinion that a request falls outside the contracted scope of functionality as outlined in the Project Outline or Formal Quotation, The Client and Jay Squared Web Development shall enter into a written Change Order Agreement.
- 9.2 All Change Orders shall be effective upon execution by both parties, and shall be attached to and incorporated into the agreement or formal quotation.
- 9.3 In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

10. Support & Maintenance

Additional maintenance, changes, updates or modifications not included in the formal quotation or received after the Project Closure Date as defined in 7.5, will be billed at 0.25 hour increments or part thereof at a rate of R 250.00 per hour.

11. Termination of Agreement

Agreements will remain valid until such time that either party, with a minimum of 30 days notice terminates it in writing.

12. Training

Unless otherwise stated in the formal quotation, Training is not included.

13. Changes to Terms of Service

Jay Squared Web Development may, in its sole discretion, change the terms of service or any part thereof at any time without prior written notice. A copy of which is available at: www.jay-squared.co.za/tos.html