



Website Design & SEO (Search Engine Optimisation)

Terms and Conditions

Please ensure that you read and understand these conditions.

- 1. Contract:** The client's approval of the quotation shall be deemed a contractual agreement between the client and Master Designs.
- 2. Important:** Signing of the quotation indicates the client's acceptance of the terms and conditions in this document. No work shall commence until the quotation is signed and the 50% deposit has been paid.
- 3. Master Designs Intellectual Copyright:** Master Designs will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.
- 4. Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Master Designs Web Design in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.
- 5. Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client. Master Designs recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.
- 6. Search Engine Promotion:** Master Designs are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.
- 7. Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.



8. **IMPORTANT! Failure to Provide Required Website Content:** We are a small business. To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged. This is why we ask that you provide all the required information in advance. On any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. Also, if your job involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently. If you agree to provide us with the required information and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.
- NOTE:** Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.
9. **Conceptualising:** Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. For higher cost websites this will be included but for low cost sites (below R10,000) please bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately but if it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.
10. **Travel Time and Expenses:** Travelling time to and from customer premises is not generally included in our estimate. Master Designs reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise Master Designs reserve the right to charge for travelling expenses based on R3,50 per kilometre. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence.)
11. **Quotations:** The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.
12. **Advance Payment:** An advance of 50% of the total cost of the project is required before work can commence. After work commences this is non-refundable.
13. **Payment terms:** Payment is currently accepted by cash or ETF in South African Rands, unless otherwise agreed.
14. **Payment:** Payment of any balance will be due within 14 days of invoice date. Full publication of the Web Pages / Design may take place only after full payment has been received. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of R500 will be required to have the site restored.
15. **Late Payment:** Invoices that have not been settled in within 14 days, will incur a late payment charge of 25%.
Master Designs reserves the right to charge interest on late payments at the prime interest rate of South Africa + 5% compounded on a daily basis.



16. **Future Support:** The website is provided to and accepted by the client as a fully functioning, completed work. Master Designs is not responsible for future support. This support can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated.
17. **Future Site Problems:** Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and Master Designs will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.
18. **Compliance with Ecommerce, Accessibility or Other Regulations:** We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.
19. **Notes:**
Should Master Designs waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Master Designs to waive the same clause on any other occasion.
By agreeing to these terms and conditions your statutory rights are not affected.
Master Designs reserves the right to change or modify any of these terms or conditions at any time.
Should clarification of any of the above be required please contact us.
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SEO Agreement

This Search Engine Optimization and Reporting Agreement ("Agreement") is hereby entered into between you, your employees and agents (collectively "Customer") and applies to the purchase of all Search Engine Optimization and Reporting Services (hereinafter collectively referred to as "SEO Services") ordered by Customer.

1. **Term and Termination** – This Agreement shall be effective as of the time frame Customer signs up for SEO Services. This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by Master Designs (i) immediately if Customer fails to pay any fees hereunder; or (ii) if Customer fails to cooperate with Master Designs or hinders Master Designs's ability to perform the SEO Services hereunder.
2. **SEO Services** – Master Designs agrees to provide Customer with SEO Services as described in this Agreement. Master Designs is authorized to use the specific keywords and/or phrases provided by Customer for development, improving the ranking of, and/or positioning the contents of the Customer's URL(s) in search engines and/or directories. SEO Services are intended to provide the Customer with preferential positioning in selected search engines and report results on an ongoing and timely basis. SEO Services include:
 - Research keywords and phrases to select appropriate, relevant search terms.



- Submit Customer's pages to search engines and directories as set forth in this Agreement.
 - Modify the title tags, meta tags, content, HTML code, URLs and other on-page factors.
 - Create positioning reports showing rankings in the major search engines and under which keywords.
3. **Fees; Limitations on Refunds and Cancellation Fees** – Customer agrees to pay Master Designs any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any SEO Services. THE CUSTOMER FURTHER AGREES THAT, IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT BY CUSTOMER, NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES WHATSOEVER. THE CUSTOMER FURTHER AGREES TO PAY UPON CANCELLATION THE AMOUNT OF ANY CANCELLATION FEES OR OTHER AMOUNTS DUE TO MASTER DESIGNS AS PROVIDED IN THE AGREEMENT. MASTER DESIGNS IS HEREBY AUTHORIZED TO CHARGE CUSTOMER'S CREDIT CARD ACCOUNT OR OTHER PAYMENT MECHANISM FOR ANY AMOUNTS OWED FROM TIME TO TIME BY CUSTOMER TO MASTER DESIGNS.
4. **Customer Responsibilities** – For the purposes of providing these services, Customer agrees:
- To provide Master Designs with FTP access to its web sites for uploading new pages, and making changes for the purpose of SEO Services optimization or approval to go through a third party.
 - To authorize Master Designs use of all Customer's logos, trademarks, Web site images, etc., for use in creating informational pages and any other uses as deemed necessary by Master Designs for search engine positioning and optimization.
 - That if Customer's web site(s) is light in textual content, Customer will provide additional relevant text content in electronic format for the purpose of creating additional web pages. Customer agrees to provide content, for example 200 to 500 word "articles" about each of their keyword phrases.
5. **Search Engines** – Selected search engine submissions include:
- Google
 - Yahoo
 - Bing
 - AOL
 - Ask
6. **Customer Acknowledgements** – Customer understands, acknowledges and agrees that:
- Master Designs has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Customer's web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. Master Designs will resubmit those pages that have been dropped from the index.
 - Some search engines and directories may take as long as two (2) to four (4) months, and in some cases longer, after submission to list Customer's web site(s). Occasionally, search engines and directories will stop accepting submissions for an indefinite period of time. Occasionally, search engines and directories will drop listings for no apparent or predictable reason. Often, listings will "reappear" without any additional submissions. Should the listing



not reappear, Master Designs will re-submit the web site(s) based on the current policies of the search engine or directory in question.

- Some search engines and directories offer expedited listing services for a fee. Master Designs encourages Customer to take advantage of these expedited services. Customer is responsible for all expedited service fees.

7. **Web Site Changes** – Master Designs is not responsible for changes made to Customer’s web site(s) by other parties that adversely affect the search engine or directory rankings of Customer’s web site(s).
8. **Additional Services** – Additional services not listed herein will be provided for a fee of R150.00 per hour. Master Designs is not responsible for developing new content or writing new copy for Customer. Customer will be charged an additional fee for writing content, based on the hourly rate of R150.00 per hour.
9. **Indemnification** – Customer shall indemnify and hold harmless Master Designs (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees and all related costs and expenses) incurred by Master Designs as a result of any claim, judgment, or adjudication against Master Designs related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Customer to Master Designs (the “Customer Content”), or (b) a claim that Master Designs’s use of the Customer Content infringes the intellectual property rights of a third party. To qualify for such defense and payment, Master Designs must: (i) give Customer prompt written notice of a claim; and (ii) allow Customer to control, and fully cooperate with Customer in, the defense and all related negotiations.
10. **Disclaimer of All Other Warranties** – MASTER DESIGNS DOES NOT WARRANT THAT THE SEO SERVICES WILL MEET THE CUSTOMER’S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CUSTOMER. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, MASTER DESIGNS PROVIDES ITS SERVICES “AS IS” AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY’S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.
11. **Limited Liability** – IN NO EVENT SHALL MASTER DESIGNS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT,



EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THERE SHALL BE NO REFUNDS. MASTER DESIGNS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

12. Customer Representations – Customer makes the following representations and warranties for the benefit of Master Designs:

- Customer represents to Master Designs and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Master Designs are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Master Designs and its subcontractors from any claim or suit arising from the use of such elements furnished by Customer.
- Customer guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Master Designs for inclusion on the website above are owned by Customer, or that Customer has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Master Designs and its subcontractors from any liability or suit arising from the use of such elements.
- From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Customer agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Master Designs and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Customer's exercise of Internet electronic commerce.

13. Confidentiality – The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Master Designs and Customer acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the effective date.

14. Force Majeure – Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's



reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

15. **Relationship of Parties** – Master Designs, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Customer does not undertake by this Agreement, or otherwise, to perform any obligation of Master Designs, whether by regulation or contract. In no way is Master Designs to be construed as the agent or to be acting as the agent of Customer in any respect, any other provisions of this Agreement notwithstanding.
16. **Notice and Payment** – Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party, mailed by certified, registered or Express mail, return receipt requested or by Federal Express. Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.
17. **Assignability** – Customer may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Master Designs. Master Designs reserves the right to assign subcontractors as needed to this project to ensure on-time completion.
18. **Waiver** – No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.