



SERVICE

Custom Advance. App.

DETAILS

Development: APP

Education Online App

Up to 36 months advance development. Features and function subject to development provisions can include:

- Custom App Framework
- Android prep,
- Multiple external devise sharing
- Advert enabled for sponsors.
- User section – downloads – video + PDF + images. 4950 items.
- User section – tests
- User section – chat
- User section – booking exams including booking travel.
- User section – data access and management
- User section – opportunities – intern and entrepreneurs
- User section – WhatsApp integration
- User section – language converter – text – google.
- User section – emails
- Unser section – peer to peer file sharing
- Payment gateway for extra services

Extra development time at 1055.00 ZAR + vat per hour – 100% payment to reflect before time can be credited to your project

Project Time Line: Not exceeding 1080 days from date of activation. (Extra project time line at R1055.00 ZAR + vat per week – 100% payment to reflect before time can be credited to your project).

Development Payment Conditions: Deposit (50% = R450 000 ex at) due within 30 days of acceptance. Progress payments at R150 000 ex vat per month x 3, in month 4 and 8 and 12 of development window worked from date of activation.

PRICE (RANDS)

900 000.00 ZAR



VAT 126 000.00

TOTAL 1 026 000.00



CLIENT DETAILS:

Please write / add in any missing information

First Name		Jean-Pierre
Surname		Murray-Kline
Physical Address		As per email.
Postal Address (to display on invoice)		As per email.
Company name & Reg. (if applicable)		SA Online
Client I.D. # or entity Reg / NPO / NGO #		As per email.
Vat number (if applicable)		As per email.
E-mail address		jpmk@jeanpierremurraykline.co.za
Cell Phone / SMS # / WhatsApp / Data #		As per email.

Note: SA Online uses **Email, Cell Phone / WhatsApp / Data Calls / SMS.**

CLIENT ACCEPTANCE OF FEE, SERVICE & TERMS

Upon signature / or Email acceptance, by Client this agreement becomes a legally binding contract between the Client and SA Online. Client confirms to have read and understood all pages (#3 pages {quote/agreement/terms/e-mail acceptance} + #0 pages addendum/s) and is duly authorized and accepts all terms and all costs. Furthermore the Client understands that this agreement supersedes any prior written or spoken arrangements or Clients own terms. No changes can be made post acceptance unless approved by SA Online. Client accepts SA Online reserves the right to ask for proof of identification of the signing person for higher value sales. (ID Book / Drivers License / Passport) **Please return acceptance via either method: Email: acceptances@sa-online-services.co.za or Smartphone Photo of this entire page via WhatsApp: +27 (0) 72 847 9649 or Fax: 086 604 8450.**

Write Full name

Write Location signed

Write Date & Time

Add Signature

SA ONLINE IS AN INTERNET BASED SERVICES PROVIDER

SA ONLINE (Sole Proprietorship (Jean-Pierre Klein) | www.sa-online-services.co.za) | SA Online, Head office for administration & Legal & Chosen domicilium citandi et executi 112-174 Main Road, Claremont, 7708, Cape Town, South Africa. | **VAT # 448 023 8304** | Regional office: Office Suite FF09, The Court in Melville at 76th Fourth Avenue, Melville Johannesburg. WhatsApp Chat / Messaae / Voice Note / Data Call / Phone: +27 (0) 72 847 9649

General

1. websitedesign.co.za & other related websites are divisions of SA Online (www.sa-online-services.co.za) - a web based services provider. Due to SA Online's intellectual property policies and security the following will not be supplied: cancelled cheque, bank statements, information relating to company turnover, CC / Company Registration # (sole proprietorship do not have a registration #).
2. SA Online will not complete any Client documentation such as, but not limited to, tenders or vendor applications, unless a Service Agreement and Quote has been accepted by the Client first.
3. 3rd third party preferred supplier/s or external Suppliers terms and conditions will automatically apply when their services are used subject to a copy of such terms being provided to the Client. Related terms will be presented as an Addendum with the same reference as this service agreement, or within an e-mail with same reference.
4. A Primary Liaison refers to the individual person detailed as the Client within this agreement and SA Online will only accept written instructions from this person. If a Client opts to nominate an additional liaison they must detail a request in writing to SA Online and approval is subject to SA Online.
5. A Bill of Costs as displayed at link: <http://www.websitedesign.co.za/billofcosts.html> is inclusive of this agreement and needs to be viewed online before a Service Agreement and Quote has been accepted. This bill of costs is updated once a year, between Oct-Dec.
6. A Client can request additional add on services and accept related fees post acceptance of this Service Agreement subject to the request being made in writing by the Client and SA Online approving additional services followed by an invoice being issued. The written request and supporting paperwork will use the same reference as this agreement - this agreement can be made on e-mail and can be the subject line. The Client accepts that new service/s ordered are bound by the same terms and provided now.
7. SA Online will endeavour to deliver services within its mandate and reasonable power, but will not be held liable for service delivery failure as a direct result of acts of "God" or factors out of its control, for example but not limited to: death, illness, theft, hardware / telephone /

power failure, cybercrime, general crime, external or preferred third party or external suppliers failure. The Client accepts that SA Online will not accept liability in any these instances and no refunds will apply.

8. It is the Client's responsibility to manage and maintain their project / website / app content / systems from the time SA Online closes a project/s or development is completed. We advise Clients to purchase extra security and back up their content and systems (at least every 6 months), as well as update and maintain their website / app content, code (recommended every 1-2 years).

Payments:

1. Payments, unless otherwise stipulated within the quote (Q) and/or related invoice (BK), must be made within **5 days** from the date of invoice being issued.
2. When applicable, payments such as, but not limited to, final payments, are due at the end of the Project Time Line (detailed within quote or e-mail) and / or as detailed on related invoice/s (BK). In this instance, final payment cannot be delayed if a project or service is incomplete or delayed unless by direct error or exclusive fault of SA Online.
3. If a preferred third party or external supplier is used, SA Online reserves the right to request payment on demand for related services, and once an invoice has been issued it must be fully settled within 5 days.
4. A Client can request 1 payment extension, subject to written request of such made to pm@websitedesign.co.za and SA Online reserves the right to agree or decline a payment extension as well as the extension period (days).
5. Cheque and Credit card payments are not accepted. Only EFT payments are accepted and must have the invoice BK number (displayed on invoice) as a payment reference. Payment slips must be sent immediately to either payments@sa-online-services.co.za or fax: 086 604 8450. SA Online does not accept remittance advices or purchase orders as proof of payment. Client's funds must be cleared in SA Online's account before they are credited to a Clients service/s.
6. It is the Client's responsibility to ensure their own payment systems can accommodate our own payment terms.
7. Payments made outside of South Africa will: a) automatically be billed 5% extra to cover exchange rates as well as bank fees, b) be issued with a single and full invoice, c) require immediate payment.
8. SA Online, at its own discretion, reserves the right to issue single or multiple invoices per service/s subject to due notice being given to the Client.
9. Compound interest can be charged for a late payment at 7.5% per month subject to due notice being given to the Client and SA Online may retain or withhold services and/or property until funds are fully paid.

Review, Cancellation and Breach:

1. Should either Client or websitedesign.co.za dispute a projects progress or status, or if there is another dispute effecting roll out or process, SA Online reserves the right to declare a Project Dispute and all work will cease. SA Online will review the project as well as copies of communications. A Client accepts that while a service is under Project Dispute review no further work or services can be carried out or delivered until SA Online has completed its assessment and made a formal response and advised on official position. A Client is still responsible to ensure payments are made if they are due at the time, or before a dispute is declared. A Project Dispute must be finalized within 14 working days by SA Online.
2. SA Online reserves the right to cancel a Service Agreement / Project / Service if a Client breaches one (1) or more terms or conditions subject to SA Online offering written notice including the reason for the cancellation. In this instance a full cancellation fee as well as all related costs will be due by the Client.
3. A Client can cancel a service at any time, subject to written notice being issued to SA Online. A cancellation fee will apply in this instance: 50% of the full fee will be billed to the Client if they have already signed the quote / service agreement. 75% of the full fee will be billed if the project has already been activated and assigned to a developer/s. 100% of the fee will be billed if the project is completed or the final invoice has been issued.
4. A Client can cancel a preferred third party / external supplier / web marketing, however the full cost will apply. No refund will be considered.
5. A Client accepts that instructing SA Online to publish information contravening a related law or legislation on but not limited to, blogs or websites, or any other medium is illegal, and a Client will accept full related liability and costs in this instance. In addition a Client accepts that they must act in terms of the Promotion of Information Access Act of SA. Should such a situation arise it will constitute a Client breach, and the Client indemnifies SA Online of any direct or indirect actions, costs or responsibilities.
6. A Client confirms that publicly publishing through, but not limited to, blogs, websites and other public mediums, of service delivery progress and experience as well as personal opinion, notwithstanding facts to be legally correct or proven through due process or confirmed by the Client's legal counsel is otherwise strictly prohibited and will constitute a Client breach.
7. If a Client elects to accept a project that makes use of an external provider or preferred third party supplier for components such as, but not limited to, external hosting or domain service provider, payment gateway, advance function plug ins, a Client accepts that they cannot delay payment due to delays / actions / non-actions of the related external provider or preferred third party supplier.
8. Domains / hosting / e-mail services / website/s, project/s or App/s, code, 3rd party service/s or any support service/s, are only transferred to a Client's name or provided to Client as a beneficial service on settlement of all accounts due to SA Online, and until such time as all accounts are settled, services / management / ownership remains under the name / care of SA Online. SA Online reserves the right to suspend, retain or even cancel services if payment is late for any account due to any division of SA Online.

Hosting (Only when Applicable and/or when stated within a quote as a billable service from websitedesign.co.za / SA Online)

1. SA Online is a reseller of international as well as local hosting solutions, using the highest industry service provider/s available in South Africa. Details of the current exclusive hosting provider can be found on the Client Zone. SA Online can at its own discretion elect to change hosting services or solution subject to due written notice being given to a Client.
2. Unless otherwise stipulated in writing, hosting and e-mail products are for hosting space and bandwidth services only. Hosting and e-mail account management, troubleshooting, support, training or monitoring are not automatically included within services and a Client can manage their accounts via their control panel and by using information provided in our Client Zone.
3. Hosting services are billed by "Provision", service provisions relating to, but are not limited to, bandwidth, hard drive space, e-mail and website traffic usage (per GiG) and, when applicable, are detailed within the quote and / or service agreement. A Client accepts that should a provision be exceeded, SA Online reserves the right to charge for extra provision as per the Bill of Costs and / or as displayed on the related quote or service agreement subject to due written notice being given to a Client. Such fees are due within 5 days of notice and invoice.
4. SA Online will not be held responsible in the very unlikely scenario of server downtime or illegal access to servers as the Exclusive Service provider/s (See Client Zone) take all reasonable measures to avoid such scenarios.
5. Any evidence of service abuse or extra usage (e.g. but not limited to, connections on a frequency of more than 1 per every 5 minutes) outside the normal user trend will allow SA Online to suspend, cancel or transfer services, subject to due written notice being given to a Client.

6. E-mail accounts as part of a package need to be confirmed within 15 days from date of activation, anything post will be billed as per Bill of Costs.
7. A Client is required to change their own passwords for hosting, website and e-mails. We advise this to be done at least every 2 months.
8. A Client is required to abide by the policies and procedures as outlined in the *Acceptable Usage Policy* as outlined on the website: <http://www.websitedesign.co.za/clientzone.html> - and / or updated via email notice.
9. Domains are registered under the Clients own name, but with a SA Online administration email address listed as authority. This is for administration purposes and / or to facilitate transfers of a domain/s to another provider should a Client make such a request. In this instance a Transfer Fee of R120 ex vat will be charged. Once the fee is paid, and on condition a Client has no other outstanding accounts due to SA Online, the transfer ticket is accepted by SA Online for a transfer to another service provider.
10. Services related to Hosting / Domain and e-mail are subject to suspension / cancellation if payment is late for any account due to any division of SA Online.

Brief, Design, Development, and Project time line. (When applicable)

1. SA Online is in the position to offer very competitive prices, fast turnaround time, and variety of services, due to a unique project management system which epicentres around regular e-mail communication within a "Project Time Line" reservation of provisions as detailed within the quote and / or service agreement. A Client accepts that slow or non-communication on their behalf delaying a Project Time Line and / or service detail/s will result in extra project timeline fees being added to final account and to be settled before hand over. If there is no communication from a Client for more than 10 working days, SA Online will consider a Client to have absconded and in this instance a project can be cancelled and no refunds will apply.
2. A "Project Time Line" (period of time in dates a developer/s and/or Suppliers is reserved to work) starts on the date a Project Manager confirms Activation via e-mail to Client which happens after a Project Brief Review is completed by the Project Manager. Project Brief Review can take up to 10 days depending on how fast a Client works on finalizing their brief in line with the product / service purchased. A Project Manager can delay assigning to a developer/supplier if a Clients brief is incomplete at time of Project Brief Review or does not fall within the criteria of the purchased product or service. A Client must finalize their project brief within the 10 day window and the brief must be in line with the product / service purchased or it will constitute a breach on their behalf and SA Online can cancel services and no refund will apply.
3. A Client can request 1 x Project Review or 1 x Project Time Line extension not exceeding 7 days each, subject to written request of such made to the Project Manager. SA Online reserves the right to agree or decline an extension as well as the extension period window. SA Online reserves the right to charge for any further delay or extension of the Project Time line as per bill of costs.
4. "Development" refers to actual time provision (in hour/s or session/s) for the "actual building of project" within the Project Time Line and as detailed on the quote and service agreement, including but not limited to functional, cosmetic, contextual, and review components of a project or service. If a full Project Time Line or Development time expires due to Client error, this will constitute a Client breach.
5. A Brief, unless otherwise detailed, is a written consolidated, factual and detailed document compiled by a Client with full details of cosmetic (look and feel, etc.), functional (navigation, interaction, etc.) and actual content (text, images, videos) - in essence, all components of a project for consideration by Supplier/s or developer/s. A poor, inaccurate or ill detailed, fragmented brief can lead to service delivery error, and SA Online will not be held liable for service delivery error and no refund will apply.
6. It is the Client's responsibility to present content or material at time of Project Review, and then offer regular feedback to ensure that a Project Time Line can be achieved. If the content provided or feedback by a Client requires extra Development Time to prepare for project use, extra fees can be billed to a Client subject to due written notice being issued to a Client.
7. A Client accepts that instructions cannot be offered telephonically to SA Online / its developers / Suppliers, and that copies of all instructions must be made in writing and a copy sent to the Project Manager and to include the "WD" Client reference in the subject line.
8. Unless otherwise stated, development provisions are used for cosmetic, functional, contextual and review components of a projects production. A Client must ensure they do not use provisions in a manner that neglects another aspect of development resulting in an incomplete project or service delivery error or failure at the time provisions are exhausted.
9. Cosmetic and content (when applicable) components are subject to creative interpretation of a designer/s / developer/s and therefore a Client accepts that results may vary from their personal expectations.
10. Unless otherwise stipulated within the Service Agreement and Quote, consults with suppliers, designers, developers, or a project manager are not automatically included within a service agreement and extra fees may apply if required.
11. SA Online, at its own discretion, reserves the right to extend a project time line and / or change suppliers if a Client is notified.
12. Services are, unless otherwise stipulated, optimised for one primary browser and one device.
13. A Client accepts that website development or App requires a hosting or server solution or service provider to commence and to go live. A Client cannot delay development or payment if they are responsible for their own hosting or server provider.

E-commerce, CMS, Advance Development, External Projects and 3rd Party/Preferred Supplier / Cybercrime.

1. SA Online may request a Client to sign off extra terms and conditions relating to services or products. Such terms will be detailed in an Addendum with the same reference as the contract.
2. Unless otherwise stipulated do not include the loading of hosting, content, training, consults, extra security or services and troubleshooting.
3. May have limitations such as, but not limited to,; layout, function, cosmetics and period of use and devices. An accurate and bullet form brief from the Client will ensure correct product and services are purchased.
4. SA Online cannot accept any liability or costs relating to third party or external supplier/s and no refunds will apply.
5. May require an advance hosting solution.
6. May require extra security services. A Client is responsible to ensure they take every measure to secure their project, content and service.
7. Certain products or services may require a Client to meet other terms and conditions, regulations and requirements by Law. It is the Clients responsibility to ensure that they research related Law and ensure their project or service are adherent so that they can instruct their development team to load or amend their project, content or function as required.
8. 100% cancellation fee will apply. No refunds. Special payment dates and terms apply – refer to Quote.
9. Websitedesign.co.za is not a cybercrime / hacking / internet security specialist and solutions provider. These services differ drastically from core services of a web design company. Cybercrime is an international epidemic with over 30 000 sites hacked a day. Our office can attempt to offer solutions using our advance developer assessments and working with hosting providers. There is however no guarantee a website will not be hacked. It is imperative that owners of websites take extra measures to maintain their websites security to reduce risk. There are several specialists you can find on google for this, but risk cannot be completely removed.

Website Marketing (When applicable)

1. All web marketing results will be varied because the internet is an evolving medium. Widely accepted tools and processes are utilized depending on the product or service to offer the best chances of results.

2. Certain codes or types of design limit web marketing abilities, it is a Client's responsibility to ensure that if their website's primary function is to generate traffic and / or income to discuss needs prior purchase of website so that web marketing can be considered in the brief.
3. SA Online reserves the right to re-quote after marketing research products are used, or marketing services have been paused or cancelled for a period of time 1 or more months.
4. All PPC adspend provisions are for a Client's account regardless of the management product or service confirmed. A Client must monitor their account costs, access, as well as security. No refunds will apply on any web marketing services or products.

End of terms.