

### TERMS OF SERVICE OF KING ARTISTRY PTY LTD

The following Terms & Conditions are a legal and binding document, applicable to all products and/or services undertaken by King Artistry (Pty) Ltd for and on behalf of any Client(s) who have duly signed King Artistry (Pty) Ltd quotation(s) for any such products and/or services, and therefore authorised King Artistry (Pty) Ltd to render the aforementioned products and deliver said services.

#### Terms and Conditions:

##### 1. Project Specifications.

1.1. The Client must supply the Project Specifications to King Artistry (Pty) Ltd in order for King Artistry (Pty) Ltd to issue an accurate and binding quotation.

1.2. King Artistry (Pty) Ltd Project Specifications form must be completed and submitted to King Artistry (Pty) Ltd.

1.3. If the Client requires further assistance with creating Project Specifications, King Artistry (Pty) Ltd are willing to assist the Client. This time may be billed to the Client at the discretion of King Artistry (Pty) Ltd.

1.4. Any Additional Work (Terms and Conditions 19.) must be supplied as additional Project Specifications.

##### 2. Quotation.

2.1. Quotations are valid for 14 (ten) calendar days from the documented date on the Quotation.

2.2. Quotations do not include domain name registration or hosting fees unless otherwise specified.

##### 3. Acknowledgement.

3.1. Upon a Client verbal or written agreement with King Artistry (Pty) Ltd, the Client acknowledges that they have read and accepted these Terms and Conditions when deposit/First Payment is paid.

#### **4. Agreement.**

4.1. The Client acknowledges acceptance of the Quotation and these Terms and Conditions by paying 50% of the total quoted South African Rand (ZAR) value as non-refundable deposit to King Artistry (Pty) Ltd stipulated bank and account details as provided (All design and print work, and including Once-Off Websites, but excluding month to month agreements whereby full monthly payment is required).

4.2. Products and/or services as described in the Quotation will only commence, once the Client's deposit/First Payment has been confirmed as received by King Artistry (Pty) Ltd, which will be reciprocated with a Statement allocating Payment to said Invoice, to the Client, when said funds are confirmed by King Artistry (Pty) Ltd.

4.3 King Artistry (Pty) Ltd commit to work expeditiously to complete the quoted products and/or services within the Project Specifications and time-frames indicated as per the Quotation(s).

4.4. In order to deliver these products and/or services within the projected time-frames, the Client's co-operation is paramount.

4.5. King Artistry (Pty) Ltd cannot be held responsible for delays outside of their control, including but not limited to equipment failure, Third Party Hosting Services, and internet connections.

4.6. King Artistry (Pty) Ltd endeavour to make websites that perform well in current major browsers, but cannot guarantee backward compatibility (i.e. functionality on older devices and software).

#### **5. Deposit.**

5.1. Deposit(s) are non-refundable and non-negotiable.

5.2. Should the Client pay more than the required 50% Deposit, the balance is refundable within 14 (ten) calendar days should the Agreement be terminated by either party (refer to Terms & Conditions 24.).

5.3. Any amount paid by the Client, greater than the 50% required Deposit, does not construe or imply any additional right(s) other than what is stipulated in these Terms and Conditions.

#### **6. Required Documentation.**

6.1. Required documentation refers to any and all information necessary for the timeous commencement and delivery of products and/or services as described in these Terms and Conditions and indicated by the Project Specifications.

6.2. The Client is to provide all Required Documentation electronically to King Artistry (Pty) Ltd, within 14 (ten) calendar days after the Invoice date confirming the received deposit/First Payment, to initiate work on aforementioned quoted products and/or services, unless they are to be created as part of the project.

6.3. The Client's quoted and accepted products and/or services will only be queued and allocated accordingly, after compliance with Terms & Conditions 6.2.

6.4. If the Client does not supply King Artistry (Pty) Ltd with the Required Documentation within 20 (twenty) calendar days from Invoice date, the entire amount of the Agreement becomes due and payable, should the Client choose to continue the Agreement with King Artistry (Pty) Ltd.

6.5. If the Client still has not submitted or provided all the Required Documentation within 45 (forty-five) calendar days from Invoice date, an additional continuation fee of 15% of the total Quotation(s) will be billed for each month until the quoted products and/or services are completed.

## **7. Copyrights.**

7.1. The Client has to ensure they have the Copyright for all material supplied.

7.2. King Artistry (Pty) Ltd, employees, independent contractors, affiliates, agents, agencies or any associates involved in a Client's products and/or services, will not be liable or held responsible for any Copyright disputes.

7.3 If and when King Artistry (Pty) Ltd are informed that material was provided without the required Copyright, illegal content will be removed immediately and the Client will be billed with the cost thereof.

7.4. King Artistry (Pty) Ltd does not take any responsibility for any and all content supplied from the Client without proper Copyright whatsoever.

## **8. Written Content and Fonts.**

8.1. Unless otherwise specified in the Quotation, the Client shall supply all content wording to be published in accordance with the specified products and/or services.

8.2. Written Content must be supplied by the Client in formatted text (as the Client specifies it to appear), unless otherwise agreed to by King Artistry (Pty) Ltd to design the layout thereof.

8.3. All fonts for Written Content shall be indicated by the Client in the Project Specifications.

## **9. Graphic Images.**

9.1. Unless otherwise specified in the Quotation, the Client shall supply all Graphic Images to be published in accordance with the specified products and/or services.

9.2. Graphic Images (including but not limited to artwork and logos) supplied by the Client, must be of high digital quality and applicable format.

## **10. Photographs.**

10.1. Photographs supplied by the Client must be of high digital quality and applicable format.

10.2. King Artistry (Pty) Ltd can also carry out photographic services at an additional fee.

## **11. Specified Colours.**

11.1. Colours specified by the Client must be supplied as Hex Colour Codes.

## **12. Website Hosting.**

12.1. Hosting via King Artistry (Pty) Ltd

12.1.2. Monthly Hosting & Yearly Domain Fees must be paid on last day of each month/ First day of the new month, unless committed to payment by means of a stop order payment, in which instance the last calendar day is applicable.

12.1.3. Hosting fees are payable from date of domain registration or transfer to King Artistry (Pty) Ltd.

12.1.4. Payments not received by the 1st of each month will automatically suspend the Client's Hosting service, thus deactivating the Client's website and linked e-mail accounts.

12.1.5. A reactivation fee, at the appropriate rate at that time, will be billed to the Client.

12.1.6. Hosting fees not received for 2 consecutive calendar months irrevocably terminates the linked website and associated e-mail accounts with the host. The Client's domain registration remains for the balance of the yearly domain fee paid, but no software, design and/or development work associated with the domain is recoverable by reactivation hereafter.

12.1.7. King Artistry (Pty) Ltd reserves the right to suspend the Client's services due to non-payment and charge fees, at the appropriate rate at that time, on all arrears in accordance with these Terms and Conditions.

12.1.8. Hosting cancellations are only accepted in writing, e-mailed to kent@kingartistry.co.za, on or before the 1st of the new month as it carries a calendar month notice period.

12.1.9. All outstanding payments must be paid up to date before the Client's Hosting services will be terminated with King Artistry (Pty) Ltd.

## **12.2. Hosting via a Third Party Service Provider.**

12.2.1. The Client must provide King Artistry (Pty) Ltd with their CPanel, FTP and database details to upload onto King Artistry (Pty) Ltd software.

12.2.2. If the Client uses a Third Party Service Provider on King Artistry (Pty) Ltd recommendation, the Client will enter into an agreement directly with that Third Party Service Provider.

12.2.3. King Artistry (Pty) Ltd will not be held liable or have any responsibility for the Client's Hosting Services via a Third Party Service Provider as we do not have control over the status of hosting, domain renewals or e-mail when not hosted with King Artistry (Pty) Ltd.

12.2.4. All technical aspects of websites must be referred to the Client's Third Party Hosting Service Provider.

12.2.5. King Artistry (Pty) Ltd will however assist the Client upon request with Third Party Hosting Service Provider(s). This time may be billed to the Client at the discretion of King Artistry (Pty) Ltd.

## **13. Search Engine Optimization (SEO).**

13.1. King Artistry (Pty) Ltd cannot guarantee search positions or rankings of websites but include Search Engine Optimisation (SEO) in the form of meta tags and descriptions, structure and basic content recommendations. King Artistry (Pty) Ltd can assist with the Client's SEO if and when required and will issue the Client a Quotation accordingly.

## **14. E-Commerce**

14.2. King Artistry (Pty) Ltd will only load 120 products on the website on the Client's behalf. Thereafter, an additional fee will be applicable to load more products.

14.3. Should the Client require King Artistry (Pty) Ltd to load more than the aforementioned 120 loaded products, King Artistry (Pty) Ltd will issue the Client a Quotation accordingly.

14.4. All E-commerce websites/designs/built by King Artistry (Pty) Ltd will not include a login functionality for the client's customers and content management system unless specified in quotations due to high economically costs involved. (Annexure A – Mock-up of customer checkout)

14.5. Client can request a login function for their customers and content management system as an add-on by requesting a quotation.

14.6. The following payment methods for client's customers are available in (Annexure A)

## **15. Review and Changes.**

15.1. On design completion of the Client's website, the website will be activated for 2 (two) working days, in order for the Client to preview and respond with amendments and/or improvements, within these 2 (two) working days, in writing by e-mail.

15.2. Hereafter the Client's website will be reverted to "Under Construction" status until these amendments and/or improvements, or other adjustments have been made.

15.3. King Artistry (Pty) Ltd will have a limit of 3 proofs/changes at the client's request for any and all design work. Thereafter, each change or proof alteration will result in additional billing according to King Artistry (Pty) Ltd.'s discretion.

## **16. Balance of Payment.**

16.1. The Client is required to e-mail the Proof of Payment to King Artistry (Pty) Ltd, which will be reciprocated with a Statement, allocating payment to said Invoice, to the Client, when said funds are confirmed by King Artistry (Pty) Ltd.

16.2. All work remains the property of King Artistry (Pty) Ltd.

16.3. Once final payment is received, all hi-resolution files will be sent to the client, and websites will be published and made live. Any changes after the files have been sent and the website has become live, will be billed accordingly to the client.

## **17. Completion Date.**

17.1. Activation of the Client's website is conditional to the Terms & Conditions 17. above.

17.2. The Completion Date of a project is affected by feedback and received content from the Client. Time-frames will be adjusted within reason, notwithstanding these Terms & Conditions.

17.3. The Client will be notified when the website is activated, and then the Client will have 2 (two) working days to report any faults or request minor alterations (within the initial Agreement), in writing by e-mail.

17.4. Should King Artistry (Pty) Ltd not receive a reply within 2 (two) working days via e-mail, the Client's website is considered finalised and complete. Therefore, King Artistry (Pty) Ltd take no responsibility for website content errors hereafter.

17.5. Please note that any further adjustments or amendments after this date will be at an additional cost as set out in Terms and Conditions 19.



## **18. Additional Work**

18.1 Additional Work requested and agreed to, or any other work in progress for the Client's website after the Completion Date of the original Agreement, will be billed monthly in accordance to these Terms and Conditions, quoted and agreed to.

18.2. All payment(s) and time-frame(s) as set out in these Terms and Condition shall apply.

## **19. Service Agreement.**

19.1. The Client may request King Artistry (Pty) Ltd access to their website's Content Management System (CMS). Upon doing so, the Client indemnifies King Artistry (Pty) Ltd from any changes made by the Client or any third party to the website, which includes but is not limited to any content changes, software updates, added software, or loss of information.

19.2. A restoration fee in accordance to these Terms and Conditions, quoted and agreed to, will be billed when having to restore a website.

19.3. King Artistry (Pty) Ltd commit to respond to any technical error, which may be the result of their Hosting services, design software or any plausible fault, omission or neglect on their part within this agreement(s), within 2 (two) working days.

19.4. King Artistry (Pty) Ltd are not liable to Client(s) or responsible for said products and/or services of Client(s) whose accounts are not paid up to date.

## **20. Invoices and Statements.**

20.1. King Artistry (Pty) Ltd are not a credit service provider and does not grant any credit facilities whatsoever.

20.2. Client Statements and accounts does not imply negotiable payment terms, and are issued in accordance with the nature of King Artistry (Pty) Ltd being a month-to-month service provider.

20.3. King Artistry (Pty) Ltd endeavour to issue and e-mail Client Statements, 7 (seven) calendar days prior to the last calendar day of each month, unless the date falls on a public holiday or weekend.

20.4. All Invoices are billed to the Client's account and e-mailed to the Client in accordance with these Terms and Conditions, and payments made by the Client are allocated to Invoices on the Statement upon King Artistry (Pty) Ltd having confirmed receipt of said funds.

20.5. Invoices, corresponding payments received, and due balances will reflect on the Client's Statement.

20.6. Due to the nature of the business, additional Client Statements will be issued and e-mailed for all overdue balances and additional fees Invoiced, on the 1st (first) and 7th (seventh) calendar day of each month consecutively and cumulative, unless the date falls on a public holiday or weekend.

## **21. Consultations.**

21.1. Telephonic, Skype or e-mail queries will be responded to free of charge for confirmed Clients according to Terms & Conditions 4.1.

21.2. Meetings and consultations will be charged at the discretion of King Artistry (Pty) Ltd, in accordance to these Terms and Conditions, quoted and agreed to.

## **22. Legal Costs.**

22.1. Failure to comply with these Terms and Conditions regarding payments and fees will result in legal action from King Artistry (Pty) Ltd legal representative(s), and the full outstanding balance becomes payable.

22.2. All legal cost resulting of non-payment will be accrued to the Client's outstanding balance.

## **23. Cancellations.**

23.1. Should the Client cancel the project at any time, all fees up to that point of work will be calculated. Any amount greater than the 50% deposit/payments made up to date, will be billed to the Client. This is payable within 7 (seven) calendar days of Invoice date.

23.2. King Artistry (Pty) Ltd will only refund Client's amounts paid, greater than the 50% deposit for products and/or services not delivered in accordance to the initial Agreement(s), or balance thereof in accordance to Terms & Conditions 24.1.

23.3. Hosting and Domain Fees are non-refundable, as these are paid in advance.

23.4. King Artistry (Pty) Ltd reserves the right at its discretion to cancel this Agreement should the Client breach any of the Terms and Conditions stated herein.

## **24. Security.**

24.1. King Artistry (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.

24.2. King Artistry(Pty) Ltd Hosting service provider may at any time suspend a domain should any viruses or malicious content be exposed through hacking or security breaches to any third party application or website.

## **25. General.**

25.1. King Artistry (Pty) Ltd reserves the right to make changes to these Terms and Conditions at any time without prior consent of any or all of their Clients, employees, independent contractors, affiliates, agents, agencies or any other third party agreements.

25.2. These Terms and Conditions (<https://KingArtistry.co.za>) are legally binding in accordance with the publishing date hereof, and date of signing a product and/or service delivery Agreement(s) with King Artistry (Pty) Ltd.

## **26. Website Maintenance.**

26.1. All website maintenance packages include the following: Content edits, add products/delete products. This does not include maintenance on structural and design changes.

26.2. King Artistry (Pty) Ltd require in written a calendar month notice, once the duration of the maintenance plan has reached the expiry date and should the client wish to renew/cancel/upgrade or downgrade their plan accordingly and if so, a quotation will be sent on the client's request.

## **27. Amendments to terms of Service**

27.1. All Amendments to King Artistry's (Pty) Ltd terms of service will be communicated via email to King Artistry (Pty) Ltd client's, 30 days prior to amendment date.

27.2. Any concerns regarding amendments can be submitted in writing via email within 10 days of receiving amendment notice from King Artistry (Pty) Ltd