

# Terms and Condition

# Summary of our Agreement

- These terms and conditions govern the relationship between our developer (referred to as "the Developer") and our clients (referred to as "the Client") in relation to any web development services provided by him.
- Our services include website design and development, social media marketing, responsive web design, search engine optimization, and website maintenance and updates.
- Any work created by us for our clients shall be owned by the client, and we shall not use or reproduce any work created for a client without their prior written consent.
- Both parties are bound to keep confidential all confidential information of the other party obtained during the course of the Agreement.
- Either party may terminate the Agreement by giving 30 days' written notice to the other party.
- These terms and conditions and the Agreement between the Developer and the Client shall be governed by and construed in accordance with the laws of South Africa.



## 1. Introduction

1.1 These terms and conditions shall govern the relationship between the developer of WebProdigy (hereinafter referred to as "the Developer") and the Bathopele Neo Bank (hereinafter referred to as "the Client") in relation to any web development services provided by the Developer to the Client.

#### 2. Services

2.1 The Agency shall provide the following web development services to the

#### Client:

- Website design and development
- Responsive web design
- Search engine optimization
- Website maintenance and updates (if agreed upon)
- Website & email hosting will be covered by the client unless client agree to developers hosting (price will be mentioned directly to the client)
- 2.2 The Developer shall provide the services described in clause 2.1 in accordance with the specifications set out in the Agreement between the Developer and the Client.



## 3. Price and Payment

- 3.1 The price for the services shall be as set out in the Agreement between the Developer and the Client.
- 3.2 The Client shall pay the price for the services in accordance with the payment terms set out in the Agreement between the Developer and the Client.

## 4. Intellectual Property

- 4.1 All intellectual property rights in the work created by the Developer for the Client shall be owned by the Client.
- 4.2 The Client shall have the right to use the work created by the Developer for the Client for the purposes set out in the Agreement between the Developer and the Client.
- 4.3 The Developer shall not use or reproduce any work created for the Client for any purpose other than for the Client without the prior written consent of the Client.

# 5. Limitation of Liability

- 5.1 The Developer shall not be liable to the Client for any loss or damage suffered by the Client as a result of the negligence of the Developer or its partners or agents.
- 5.2 The Developer's total liability to the Client in respect of any claim arising out of or in connection with the services provided by the Developer to the Client shall not exceed the total price paid by the Client for the services.



#### 6. Confidentiality

6.1 Both parties shall keep confidential all confidential information of the other party obtained during the course of the Agreement between the Developer and the Client.

#### 7. Termination

- 7.1 The Developer may terminate any Services on 7 days written notice to the Client.
- 7.2 The developer may terminate any Services on 14 days written notice to the Developer
- 7.3 Termination authorization will be granted **only** after all outstanding payments have been settled.

## 8. Governing Law

8.1 These terms and conditions and the Agreement between the Developer and the Client shall be governed by and construed in accordance with the laws of South Africa

> \*Payment is due after services has been provided Unless Deposit is communicated personally

<sup>\*</sup>note 50% from outstanding payment(s).