Introduction

This document defines terms and conditions of working relationship. Unless otherwise agreed to in writing by both parties, by placing an order with Divine Tech Solutions (Pty)Ltd, you confirm that you agree with terms and conditions below.

Definition

As used herein and throughout this agreement
"Agreement" means the entire content of this Basic Term and Conditions document, the proposal document(s), Schedule(s), together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

"Content" means all materials, information, photography, writings and other creative content.

"Copyright" means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under South African and international Copyright laws.

"Deliverables" means the services and work product specified in the proposal to be delivered by Divine Tech Solutions (Pty)Ltd to the client in the form and media specified.

"Services" means all services and the work product to be provided by Divine Tech Solutions (Pty)Ltd as described and otherwise further defined.

"Trademarks" means trade names, words, symbols, designs, logos or other devices or designs used in final deliverables.

"Ongoing Management" means the ongoing work to keep the website functioning and secure. This includes, but in not limited to data management, backups, maintenance, upgrades and software patches.

General Terms

Service you can trust

Divine Tech Solutions (Pty)Ltd.'s number one priority is to offer the CLIENT a professional service, which may include, but no limited to web design, maintenance, online advertising management, search engine optimization, social media marketing and graphic design.

Authorization

The CLIENT authorizes Divine Tech Solutions (Pty)Ltd to perform the services outlined in this agreement on the CLIENTS' behalf, which may include, but not limited to, accessing their hosting account via FTP and submitting their project to Search engines.

Agreement Scope

Services supplied, costs and rates are limited to what is specifically set forth in the services package agreement. Any additional services will require an additional agreement. Our agreement is for the full package containing various services.

Should the CLIENT not utilize all services offered within complete package, the CLIENT will still be liable for the full payment for the complete package.

Costs and Fees

Changes and additions outside of the scope of this document will be quoted and invoiced to the CLIENT. The CLIENT will be advices of all costs, changes and additions before commencement of the additional work. Fees for professional services do not include outside purchases such as, but not limited photography, color printouts, illustrations or courier services. Additional expenses are itemized on each invoice.

Production Schedules

Production schedules will be established and adhere to by both the CLIENT and Divine Tech Solutions (Pty)Ltd. Where production schedules are not adhered to by the CLIENT, final delivery date or dates will be adjusted accordingly. Additional costs may be charged for CLIENT delays result in an increase in time to manage or deliver the services.

Payment

The CLIENT agrees to pay Divine Tech Solutions (Pty)Ltd in accordance with terms specified in each proposal/estimate. Payment will be due from the date of signing the agreement, if the CLIENT fails to pay any invoice, Divine Tech Solutions (Pty)Ltd reserves the right to withdraw the website and associated materials or refuse completion and/or deliver of work until past due balance are paid. All materials or property belonging to the CLIENT, as well as work performed, may be retained as security until all claims against the CLIENT are satisfied. The CLIENT is responsible for any debt collection, legal or court fees which may come due.

Confidentiality

Divine Tech Solutions (Pty)Ltd will not disclose to any third party or use, other than for the purpose of this agreement, any knowledge or information imparted to or obtain by it during or in connection with fulfillment of this agreement, which is of secret or confidential nature relating to the business, equipment, processes, products, services or business strategies offered or employed by the CLIENT. This obligation of confidence will be ceased to apply in relation to information that Divine Tech Solutions (Pty)Ltd is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by Divine Tech Solutions (Pty)Ltd of its obligations of confidence under this Agreement.

Outsourcing

If needed, Divine Tech Solutions (Pty)Ltd reserves the right to outsourcing any specific project requirement to ensure that the terms of this agreement are met. Any subcontractors or external suppliers will be bound to the terms of this Agreement.

Promotion

Divine Tech Solutions (Pty)Ltd is confident that the CLIENT's expectations will be exceeded and such is notifying the CLIENT that Divine Tech Solutions (Pty)Ltd reserves the right to use the CLIENT's website, associated graphics and any unused ideas and development in the promotion of the Divine Tech Solutions (Pty)Ltd services or design competitions. CLIENT's agrees to allow Divine Tech Solutions (Pty)Ltd to retain a credit link from the footer of the website.

Copyright

The CLIENT is responsible for all trademark, service mark, copyright and infringement clearance. The CLIENT is also responsible for arranging, prior to publication, any necessary legal clearance of materials Divine Tech Solutions (Pty)Ltd uses for this project. The CLIENT indemnifies Divine Tech Solutions (Pty)Ltd against any loss or damage arising directly or indirectly from any unauthorized use of photographs, text, or other intellectual Property not under copyright ownership of the CLIENT.

Ownership / Project Copyright

Divine Tech Solutions (Pty)Ltd reserves the rights over working sources files, database and owns full ownership of the website and design. The CLIENT will not have access to the Control Panel, Database or FTP, unless otherwise agreed to.

Open Source Software

Divine Tech Solutions (Pty)Ltd makes extensive use of open source software and components to supply websites and services to the CLIENT. Divine Tech Solutions (Pty)Ltd will not charge additional licensing fees on open source software. The CLIENT indemnifies Divine Tech Solutions (Pty)Ltd against loss damage arising directly or indirectly from any failure of software supplied to the CLIENT. All software and components not developed by Divine Tech Solutions (Pty)Ltd retain the original license and terms associated with them. Divine Tech Solutions (Pty)Ltd cannot assign any rights to the CLIENT and the CLIENT agrees to be bound by the original Author's terms.

Force Majeure

Divine Tech Solutions (Pty)Ltd shall not be deemed in breach of this Agreement if Divine Tech Solutions (Pty)Ltd is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God, death, illness or incapacity of Divine Tech Solutions (Pty)Ltd or any local, provincial, national or international law, governmental order or regulation or any other event beyond Divine Tech Solutions (Pty)Ltd control (collectively, "Force Majeure Event") Upon occurrence of any Force Majeure Event, Divine Tech Solutions (Pty)Ltd shall give notice to the CLIENT of its inability to perform or delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

Limitations of Liability

The Services and the work product of Divine Tech Solutions (Pty)Ltd are sold "as is." In all circumstances, the maximum liability of its Designers, Directors, Officers, Employees, Design Agents and Affiliates ("Divine Tech Solutions (Pty)Ltd parties"), to the CLIENT for damages for any and all causes whatsoever, and the CLIENT's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net cost of this project as specified in the Agreement in no event shall Divine Tech Solutions (Pty)Ltd liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Divine Tech Solutions (Pty)Ltd even if Divine Tech Solutions (Pty)Ltd has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

Termination / Cancellation

Divine Tech Solutions may terminate this Agreement with immediate effect giving written notice to the other of such termination. The CLIENT may terminate the agreement providing 30days written notice. The CLIENT will be liable for final payment during 30 days' notice period and all other outstanding balances. The CLIENT shall assume responsibility for collection of all legal fees necessitated by default in payment.

Hosting

Divine Tech Solutions (Pty)Ltd will advise a CLIENT for a hosting package required for his/her Project.

Browser Variance

Our websites are optimized for XHTML compliant browsers and adjusted to support the latest versions of Google Chrome, Mozilla Firefox & Internet Explorer (IE) / Microsoft Edge. We test using the browsers that are statistically the most commonly used. Layout and aesthetic elements may change or degrade in some browsers.

Colors

Websites visitors uses different monitors with different settings. Colors and image quality of the website including graphics and photography will shift between computers and monitors.

Testing and Acceptance of the Website

Once the project has, in the opinion of Divine Tech Solutions (Pty)Ltd, Divine Tech Solutions (Pty)Ltd will notify a CLIENT either verbally, any form of communication or in writing, and provide the CLIENT with an opportunity to test and review the website. If the CLIENT determines that the website does not comply with the Project Components agreed to in the document, Divine Tech Solutions (Pty)Ltd agrees to carry out any necessary and reasonable modifications.

Client Responsibilities

If the CLIENT or an agent of the CLIENT other than Divine Tech Solutions (Pty)Ltd attempts to update, edit or alter the site's template, infrastructure, sources files or hosting management in a way that causes damage to individual pages or the site's infrastructure, time to repair web pages will be assessed at our STANDARD or OVERTIME hourly rate, and an additional cost above cost outlined in the agreement.

Errors and Omissions

It is Divine Tech Solutions (Pty)Ltd responsibility to carefully check for accuracy in all respects, ranging from spelling, technical illustrations and ensure an overall error free environment. However Divine Tech Solutions (Pty)Ltd is not liable for errors or omissions. The CLIENT indemnifies Divine Tech Solutions (Pty)Ltd against any loss or damage arising directly or indirectly from any errors and omissions.

Copy

All text must be submitted in digital format that can be copied and pasted. Divine Tech Solutions (Pty)Ltd will not re-type/type-out any text found in any non-editable file format.

Images

Graphics and Photographs are to be supplied in digital format on Email, File Transfer, Flash drives. Photographs must not exceed a file size of 3mb each. Larger files will incur an extra cost due to increased time processing.

Branding

All logos and branding must be provided in an industry standard vector format, and if Logos are to be sent in .png file format make sure its

- High resolution
- send it via email
- 1 transparent and (the other with a solid background [optional])

Changes to this Privacy Policy

We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you for any changes by posting the new Privacy Policy on this page. These changes are effective immediately after they are posted on this page.

Warm Regards
Manager and Director/Web Designer, Web Developer
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