

1. Authorization.

The client is engaging KGM Websites, as an independent contractor for the specific web design project of developing and/or improving a web site, hereinafter referred to as "web design project" which will be installed on the client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer, hereinafter refer to as "Hosting Service". If required to perform services the client hereby authorizes KGM Websites to access this account and authorizes the Hosting Service to provide KGM Websites with "full access" to the client's account and any other programs needed for this web design project that are included as part of the client's service agreement/level. KGM Websites builds and maintains 2-4 page static websites @ R99 per month with a R200 once off set up fee.

2. Acceptable Use.

An acceptable use policy is part of these terms and conditions of hosting any information associated with the domain name. This is necessary because the proliferation of abusive electronic mail and practices generated by a minority of the Internet users can interrupt services. The exhibit with the description of the acceptable use policy is posted on our website and the exhibit is part of these terms and conditions.

3. Copyright and Trademarks.

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to KGM Websites for inclusion in the web design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend KGM Websites and its employees from any claim or suit arising from the use of such elements furnished by the client.

4. Web Site Maintenance.

This agreement allows for minor web site maintenance to pages every 3 months, up to an average of one half hour per regular web site, including updating lines and making minor changes to a sentence or paragraph. It does not include updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by client repairs or web design projects delivered to the client via diskette. The period of 3 months begins on the date the clients web design site has been published.

5. Completion Date.

KGM Websites and the client must work together to complete the web design project in a timely manner. We agree to work expeditiously to complete the web design project no later than 7 days after the client has submitted all necessary materials.

6. Project Delivery.

The web site design project delivery shall be completed upon receipt of the payment associated with delivery. Delivery may be accomplished by publishing, electronic transfer, or physical media.

7. Publishing:

Publishing refers to get the Website live on the internet and this will occur 24 hours after the client has approved the website.

8. Electronic Commerce Laws.

The client agrees that the client is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend KGM Websites and its subcontractors from any claim, suit, penalty, tax or tariff arising from the client's exercise of Internet electronic commerce.

9. Web Design Project Copyright.

Original web site content specifically requested by the customer and designed under work for hire shall be the intellectual property of the customer. Rights to clipart, photos, graphics, source code, work-up files and computer programs that are not specifically requested and designed under work for hire are not transferred to the client, and remain the property of their respective owners. KGM Websites and its employees retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

10. Payments.

Payments must be made promptly in advance based on the agreed schedule. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Please pay on time via EFT or Debit Order and cash payments to be made only via prior arrangements as there are cash deposit fees applicable to this payment method and these charges will be borne by the client.

11. Legal Notice.

KGM Websites does not warrant that the functions contained in the web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design project is with the client. In no event will KGM Websites be liable to the client or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or site visitor's computer or Internet software, even if KGM Websites has been advised of the possibility of such damages.

12. These Terms & Conditions

These Terms & Conditions constitutes the sole terms and conditions between KGM Websites and the client regarding this web design project.

13. Amendment.

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. Severability.

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

15. Waiver of Contractual Right.

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

16. Governing Law.

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Republic of South Africa
