

# Inter Solutions Online

## Terms and Conditions

### **Acceptance**

The terms and conditions are always available on our website for review.

When requested to do a project for a client, Inter Solutions Online will send the client a quotation for the work requested, as well as a document containing the terms and conditions. Only once both the quotation and the terms and conditions have been signed, will the project begin. The client's signature on these documents denotes acceptance of the documents and will constitute a binding contract between the client and Inter Solutions Online. Only services that form part of the signed quotation form part of the contract. The client accepts responsibility to check that the details contained within the quotation are correct and should keep a copy thereof.

Existing clients will be required to utilise the project system in order to obtain quotations or to obtain additional work done. Once the terms and conditions as well as the quotation is signed, the client will receive a log-in to the project system and will be given training as to how to utilise the system.

Please note that project meetings and phone calls may be recorded for information confirmation purposes in order for project tracking and for any disputes that may arise.

By agreeing to the Inter Solutions Online terms and conditions and becoming a client of ours, you also allow us to promote your site(s) on our social media as well as being included on our work portfolio.

### **Charges**

The client will be charged as per the quotation and according to the specific requirements of the project. Quotations are valid for 30 days. Payment of services is due by bank transfer.

### **Client Review**

The client will be provided with the opportunity to review all work done while in the development and design stages of the project and once again when the project has been completed. Once the project has been put live, the work done will be deemed accepted by the client. Clients have seven days from date of handover to review the project after which stage the project will be put live.

For sites that are already live and are being edited and changed by Inter Solutions Online, the review process will be the same in that the client will have seven days from handover to test and report with any feedback. After seven days the project will be deemed closed.

### **Content Control**

The client agrees to provide Inter Solutions Online with any information and content that may be required to complete a project.

The client acknowledges that any project done is built on a base of the Content Management System (CMS) which has been developed by Inter Solutions Online. This CMS is the intellectual property of Inter Solutions Online and the usage of the CMS system is built into all quotes sent to the client. Usage of the system is conditional to the code and database being hosted on the server owned by Inter Solutions Online.

Clients will be entitled to receive custom developed modules, HTML, CSS, Images, data and content that has been developed and utilised in their project specifications and the client takes full responsibility for such items/modules when the items/modules are removed from Inter Solutions Online.

Should a client require to host by themselves, an encryption will be placed on the base platform and code due to security requirements, intellectual property rights and prevention of code defects due to the possibility of external changes being made.

### **Payment and non-payment**

Payments are due within 30 days of invoice. Once the 30-day period is complete, Inter Solutions Online will have the right to suspend accounts and services. Reactivation will take place once the payment has been received and a reactivation fee of R500.00 will be charged.

### **Web Browsers**

Inter Solutions Online will make every effort to make sure that sites are able to be viewed on all browsers available and to be viewed by as many visitors as is possible, however it is not possible to prepare for every possible situation as updates become available on a continuous basis as they become required by the public at large.

Clients agree that after handover of files any updated software versions of the main browsers, domain name setup changes or hosting setup changes may affect the functionality and display of their web site. Due to this, Inter Solutions Online reserves the right to quote for any work involved in changing the web site design or code for it to work with updated browser software, domain name or hosting changes. Inter Solutions Online cannot be held liable for any website that no longer functions or has parts that no longer function, due to a change in a specific web browser.

### **Post project alterations**

Once a project has been signed off and put live the project is considered complete and accepted. Any post project alterations from that point will be quoted on an hourly basis. The client acknowledges that testing will be required for these projects with the development environment.

The client will be able to post the required alterations on the project system and changes, roll-out, testing and production will all be included in the quotation the client receives.

## **Domain names**

Inter Solutions Online may purchase domain names on behalf of the client. Once the domain name is purchased, it will be renewed annually and the renewal fee will be invoiced to the client. Should the client wish to cancel the renewal, writing is required of this requirement, upon which the domain name will be cancelled. The client takes responsibility to keep record of expiration dates in order to make sure that cancellation or payment is done in time.

## **Email accounts**

Inter Solutions Online hosts the email accounts for certain clients. It is the client's choice whether or not the email account is setup as a POP account or an IMAP account where the emails will be stored on the server. It is also the client's choice as to store / keep the emails on the server or not (there is an Outlook setting to remove emails from the server after X number of days).

It is important to note that it is the client's responsibility to make full backups of their emails. Inter Solutions Online does not take responsibility for loss of emails. While Inter Solutions does make backups of the server weekly, should we need to restore anything from these backups, there will be a time and materials cost involved and also the recovery of the emails is not guaranteed as it may be that the specific emails were removed by the user off of the server already.

It is also important to note that whilst there are no mailbox limits in place for client mailboxes, Inter Solutions Online can request a specific client / user to reduce their mailbox size should it be deemed too big (for example anything larger than 1 Gb in size).

## **Liability and warranty disclaimer**

The Client agrees that Inter Solutions Online is not liable for any failure to carry out services for reasons beyond its control including but not limited to: acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Inter Solutions Online is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Inter Solutions Online to the client, the client shall assume entire responsibility in ensuring that all files are functioning correctly before use. Whilst every effort is made to make sure files are error free, Inter Solutions Online cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free.

## **Non-disclosure**

Inter Solutions Online agrees that it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the client agrees that it will not convey any confidential information about Inter Solutions Online to another party.

### **General**

This agreement shall be governed by the laws of South Africa. Terms and conditions are subject to change without prior notice.