



Terms and Conditions

1. General

Leopash Media reserves the right to change or modify any of the terms and conditions contained in this agreement.

- This is an agreement between you (referred to as “the client”) and Leopash Media(referred to as “the company”). regarding your use of the company’s services, products, computers, interactive information, communications, intellectual property and servers, and supersedes all prior agreements. All such usage shall be subject to the terms and conditions and policies set out in this agreement as read with the terms and conditions applicable to the relevant product or service (collectively, “the / this Agreement”).
- This Agreement applies to all accounts, sub-accounts, and any alternative account names associated with your principal account. The Account Holder is responsible for the use of each account in any way, whether used under any name or by any individual, and for ensuring full compliance with this Agreement by all users of that account.
- In circumstances of the Consumer Protection Act, 2008 (“the CPA”) being applicable to this Agreement, the provisions of the CPA shall prevail should there be a conflict between any provision of this Agreement and the provisions of the CPA.

2. Modifications

- The company may at times, with reasonable notice to Customers, revise or amend its current Shared and Dedicated Hosting offerings relating to price, features, traffic allocations and disk sizes.
- The company reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

3. Project

Commencement

The project begins immediately after payment (stated in the payments section below) has been successfully processed and one of our business developers has made contact

with you.

Scope of project

The websites designed by the company under these packages (Entrepreneur package and Start up package) are static websites in nature and as such do not include dynamic functionalities, the client will need to pay an additional amount should they require custom functionalities to be added to the website design.

Included functionalities

- Google map location
- Contact form for enquiry
- Static pricing table
- FAQ toggle section
- Social media integration
- Image gallery (lightbox)
- Client testimonial slider
- YouTube embedded video

Duration of project

The web development project will be completed over the following durations:

- Entrepreneur package : 10 – 30 days
- Start up package : 30 – 60 days
- Online store package : 60 – 120 days

Project deliverables

The following deliverables can be expected as outputs of this project:

- Website design
- Professional email address(es)
- SSL certificate
- Maintenance plan
- In the case of the online store package, a single merchant account from PayFast, Yoco or Ozow.

Payments

The following are payment terms for the project:

- An initial payment of the setup fee plus monthly subscription is required before

commencement of project

- Payments can only be made via online methods (Processed through Yoco and Ozow)
- A monthly subscription will need to be paid every month even before the website has been completed.

More details on the billing cycle is stipulated in the Payments and Billing section below

Project reporting

The client will be updated on the progress of their project at least once a week by their assigned project manager.

Roles and responsibilities of each party

The client has the following roles and responsibilities:

- Provide timely financial contribution to the company in order to support the implementation of this agreement
- Monitoring and assessing achievement against milestones to ensure that outputs are delivered within the agreed timeframe and of satisfactory quality.
- Provide any additional specifications to the company beforehand in order to ensure timeliness of project.
- Provide necessary information to the company in relevant time of need.

The company has the following roles and responsibilities:

- Ensuring that the project will:
 - be complete and free from defects or omissions, except for defects or omissions that are minor in nature;
 - be fit for use for the designated use
- Reporting to the client on the delivery of outputs via email
- Ensuring that the quality of the output is satisfactory to the client's needs and expectations.
- Keeping the client up to date on the progress of the project

4. Intellectual property rights

The company will retain the intellectual property rights and copyright of any work performed by its personnel, save for all such work as is paid for wholly (as stipulated in the cancellation section below) and exclusively by the Client, and may retain such copies of outputs and deliverables as are necessary for its reference purposes. The company may re-use concepts and other outputs of the Project provided confidential information

of the Client is safeguarded.

5. Quality assurance

The company is tasked with providing the client with deliverables of both satisfactory and quality standards, if the client deems the deliverables to be of a subpar nature then it is within their (the client's) rights to request the company to review the deliverables until a satisfactory result is reached.

6. Payment and billing

General billing terms:

- The company only accepts online payments via debit/credit card or automated EFTs
- The monthly subscription is billed on the 25th day of each month
- An invoice stipulating the amount due for that month will be sent to the client via email at least 7 days before the payment is due. Should the client not receive this email, they can access their invoices via customer portal or alert us via email at billing@leopashmedia.com
- The client will need to pay for this invoice on or before the stipulated due date on the invoice. Instructions on how to pay for the invoice will be included in every invoice copy..
- The company will invoice payments to the client on a month to month basis until such a time whereby the client chooses to terminate their agreement.

Effect of Non-payment

- The company may halt or completely stop the supply of new services to you and/or terminate current services held by you if payment of any invoice is not made by the Due Date, or if an application for business rescue proceedings or liquidation is filed by or against the customer, or if the customer goes out of business or announces intention to do so.
- In the event of suspension due to non-payment, the company reserves the right to place a "non-payment" page on your domain. Furthermore, the DNS of your domain will remain unchanged until full payment for the outstanding balance on your account has been received.
- Please note that admin fees apply in the event that your account is suspended due to non-payments.

Refunds

- The company will only refund a customer in the event of their account having a

credit balance.

- The company will only process authorised refunds on the last Thursday of the month.

Cancellations

- You may discontinue to use and request to cancel your website subscription at any time by emailing cancellation@leopashmedia.com with information stipulating which account you would like to cancel. Doing so will terminate the agreement and therefore terminate your website and professional email accounts linked to the website.
- The company operates on an end-of-term basis (month-to-month) and, should you cancel a subscription, the subscription will be terminated at the end of your current billing period.
- Should the client cancel the subscription before you have made 6 consecutive payments, the company retains the domain name as its intellectual property and the client has to purchase the domain name from the company. Should the client fail to purchase this domain name, the company is within their rights to resell the domain name to an interested third party.
- Should the client cancel their subscription before they have paid enough (through monthly subscriptions plus setup fees) to cover the market value of the web development project, the company retains the website source code and graphics designed by the company's personnel as their intellectual property and therefore can choose to resell the web design as is to a third party if the client does not choose to settle the outstanding balance in order to transfer ownership of the aforementioned resources. The current market value of the various web development packages is as follows:
 - Entrepreneur package : R3 500
 - Start up package : R7 000
 - Online store package : R10 000

7. Use of personal data

The company may include your name and contact information in directories of the company's service subscribers for the purpose of promoting the use of the services by potential customers. However, the company is not authorised to print your name, trademarks or other identifying personal information in any other advertising or promotional materials without your prior written consent.

8. Maintenance

The client's monthly subscription allows them access to a basic monthly maintenance plan, this plan includes:

- SSL certificate updates
- SEO updates
- Web traffic analysis reports
- Sitemap updates
- Usage reports

9. Fair use policy

The client's website is hosted on a shared server with other websites and as such resources need to be limited in order to maintain availability of sufficient resources to all clients. The following efforts are necessary to achieve the aforementioned objective:

- a. Each client is allotted a 10GB bandwidth cap per month (allowing +/- 40 000 visitors to access your website). Should the client's website exceed this cap, an overage fee of R2 per GB will be charged to the client.
- b. Each client is allotted a disk space cap for their email accounts, these caps are based on the web development package:
 - Entrepreneur package : 1GB per email account
 - Start up/Online store package : 2.5GB per email account.

10. Prohibited content

- Adult/pornographic content, services and products.
- Illegal: firearms, ammunition, replicas, militaria, weapons and knives.
- Human parts and remains.
- Illegal drugs & paraphernalia.
- Unauthorized copies, copyright violations, plagiarised material.
- Psychic readings, palm readers, sorcery, black magic and divination's.
- Photos without permission or knowledge.
- Offensive material.

11. Indemnity

You agree to defend, indemnify and hold harmless the company, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any term of these Terms of Use or any other of the company's Terms; (2) your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your website content, including, without limitation, the company's Services' actions for your benefit; and/or (3) any other type of claim that your website and/or website Content caused damage to a third party.