

Website Design Terms And Conditions: 4D IT Solutions (Updated February 2024)

You subject yourself to these terms and conditions when you pay the required deposit.

By using our services, you agree to accept the following Terms and Conditions. These Terms and Conditions are subjected to be changed or updated for any reason provided by Legal Authority or for the wellbeing of the company (4D IT Solutions) or its employees. These Terms and Conditions supersede any form of representation, acceptance, misunderstanding that is brought on by any information about 4D IT Solutions outside of the company or through acquaintance within the company. This is included, but not limited to the company's website (4ditsolutions.co.za); areas of marketing, presentation by individuals outside of the company, presentation of individuals or employees within that company in an informal setting, presentation or understanding brought on by individuals or employees within the company that are not a representative of the legality or overall functionality of the company.

Vocabulary: Vocabulary used in these terms and conditions are:

4D IT Solutions (PTY) Ltd => These refer to 4D IT Solutions (PTY) Ltd as the website designing provider.

The client => This is the person/persons/company that has commissioned 4D IT Solutions (PTY) Ltd

Tier => This refers to the different levels of payment and the services that are provided therewith, by 4D IT Solutions (PTY) Ltd to the person/persons/company that commissioned 4D IT Solutions (PTY) Ltd, by means of choosing a level of payment/specified service or having a payment level recommended to the person/persons/company that commissioned 4D IT Solutions (PTY) Ltd

Project => This refers to the commissioned piece that is being created by 4D IT Solutions (PTY) Ltd for the person/persons/company that commissioned 4D IT Solutions (PTY) Ltd, in accordance with the person/persons/company that commissioned 4D IT Solutions (PTY) Ltd's specifications/requirements/needs. (Subjected and limited to these terms and conditions)

• A – Graphics:

Graphics (referring to any digital media or graphical displays such as images, videos, music, text, styles, animations, layouts, media, materials) are and should be provided by the client. 4D IT Solutions (PTY) Ltd is not responsible for any errors in design, spelling or planning provided by the client nor is 4D IT Solutions (PTY) Ltd liable for any plagiarised, copyrighted, illegal, elicited or an authorised material or graphics provided by the client. 4D IT Solutions (PTY) Ltd reserves the right to act as a third party and disclose the requisite information if and should any of the aforementioned materials or graphics be handled through 4D IT Solutions (PTY) Ltd, to the party of authority that may request such material or information. 4D IT Solutions (PTY) Ltd is of no requirement to verify any of the provided materials with the client, however 4D IT Solutions (PTY) Ltd also reserve the right to decline any materials or an entire project should any of it be found to meet the above described areas.

• B – Liabilities and refusals:

4D IT Solutions (PTY) Ltd are without the liability of any damages, failure, inability, incompetency, interruption, deletion, defects, misunderstanding of any situation after the completion of a project. 4D IT Solutions (PTY) Ltd is not a hosting provider or a domain registrar, therefore cannot be held liable for any assistance or rectification of any damages, changes, etc. as an extension, improvement, or have liability for said damages/changes/etc. under the original agreement of the original project. 4D IT Solutions (PTY) Ltd reserves the right to charge this as a new project. 4D IT Solutions (PTY) Ltd will only rectify any mistakes and take accountability for any actions for the build of the project, during the project that are designed/altered/created by 4D IT Solutions (PTY) Ltd and not provided by the client, otherwise 4D IT Solutions (PTY) Ltd reserves the right to charge separately for these changes as updates to the project, during the course of the project and after completion of the project.

4D IT Solutions (PTY) Ltd does not offer the following services:

Web hosting, SEO (Search Engine Optimisation), domain hosting, file transfers and permissions, etc. For any advice/consulting during the project, of the project, for the project, 4D IT Solutions

(PTY) Ltd has the right to keep it limited to what is passable in the tier that the client is quoted for.

4D IT Solutions (PTY) Ltd also reserves the right to decline any and all projects either before or during the project should the company find the actions of the client or the current project seem illegitimate or inappropriate. 4D IT Solutions (PTY) Ltd is under no liability, reason or obligation to proceed with illicit, inappropriate, illegal, illegal inducing, misleading projects with the client. This may include (but not be limited to) sites that coax/hoax/trick/lie/mislead/etc. their users into spoofing, phishing, downloading viruses, contains popups, contains pornography, contains illegal, elicit or inappropriate activity, etc.

• Payment card creation process:

4D IT Solutions (PTY) Ltd will discuss your tier and content with you first

A 50% deposit will be requested before the company begins the full planning and build for your project. 4D IT Solutions (PTY) Ltd is of no obligation to do anything until the requisite deposit is paid, this may include the company awaiting the money or a proof of payment

4D IT Solutions (PTY) Ltd will request the requisite materials from the client

Depending on the tier, the time it takes to complete a project can change. The predicted times are as follows excluding the delays caused by waiting for materials from said client:

- Static Website: 5 working days
- Responsive Website (Responds to Mobile devices): 14 working days
- Dynamic Website: 30 working days

Note that these times are subjected to change and is a prediction to provide scope to both the client and the company, but is not set or necessarily factual.

- Projects can take longer depending on how long the client takes to respond
- 4D IT Solutions (PTY) Ltd will provide a video on how your website looks should we not have received full payment yet.
- 4D IT Solutions (PTY) Ltd will first await the remainder of the deposit before providing the finalised project files.
- 4D IT Solutions (PTY) Ltd will provide the project files to the party requested by the client, which may or may not be the client themselves. However, as 4D IT Solutions (PTY) Ltd does not work with hosting providers, we will not be uploading the website to a hosting provider. Regardless if the client already has a hosting provider.
- Regarding updates, 4D IT Solutions (PTY) Ltd will also not download files from a hosting provider. They must be submitted and provided by the client.