

Terms and Conditions for Web Related Services

These terms and conditions apply to all web related services, Graphic Design Services, SEO campaigns, Hosting Services and all services rendered under Wakaitu Web Solutions (herein also refer to as Wakaitu).

1. Website Content (images, text and all website content)

- a). For every project, content is the responsibility of the client. The client shall provide the text content, image content and all resources that should be displayed on their website.
- b). Content provided by us will be billed for separately under our copywriting services.

2. Theme and Templates Layouts and Copyrights

- a). Where the theme or template is provided for by Wakaitu Web Solutions, Wakaitu shall retain the rights and ownership to all the Themes and Templates including extensions and plugins used onto the website, except in cases where the client has paid for full ownership of such resources.
- b). An acknowledgment link is added at footer of all websites developed or managed by Wakaitu Web Solutions. If a client desires to remove this acknowledgment link an additional cost of 35% of the total value of the project or as maybe determined is payable. By removing the “acknowledgement link” from their website, client has forfeited the privilege of having their basic web upkeep and security checks done by Wakaitu Web Solutions, unless client has signed up for a web maintenance SLA.
- c). Where theme and plugin licenses fees are not reflected on quotations and invoices, such licenses are not costed for. And should the need arise for such items to be costed for, client will be billed for such licenses.

3. Website Design/Development Costs

- a). Web design costs are feature based and are as reflected in the quotation and invoice. Any introduction of new features along the development stage will be costed accordingly.
- b). A 50% deposit fee is charged before development work can be done. This fee is meant to cover the initial cost of development. Client who later chooses not proceed with their project after work has clearly commenced and labor costs are incurred by Wakaitu Web Solutions, may forfeit this deposit fee or part of it, as determined by the amount of work and hours deployed on the project.

c). Refund on deposit fees, when applicable, are not due and payable on invoice issue by client and are payable within 30 days thereafter.

d). Once client is happy with the website and are comfortable to make the website live, the development stage is regarded as complete. The final payment or the final 50% of development cost as quoted for should be paid before website launching.

e). Development costs means cost for all the work before website launch. Any work done after launch is not covered under development costs and this may include content that client may decide should not be added until after launch or any additional content introduced thereafter.

f). Client who chooses to defer content to after launch due to launch timelines will automatically agree to be charged for the addition of such content after launch.

4. Website Upkeep Maintenance and Security

a). Wakaitu may attend to and fix security issues and plugin updates on client's website upon client request and when it is absolutely critical, without billing client, but only for websites hosted under Wakaitu Hosting (Hosting Namibia) and/or for websites where clients have an SLA in place with Wakaitu. Where such is not true and client is not on web maintenance SLA with us, the client takes full responsibility of security updates and website integrity.

b). Website upkeep training is offered and charged at N\$500 per person per hour.

5. Domain Registration and Renewal

a). Domains registered without proper owner's information will be registered under Wakaitu Web Solutions. If a client wished to update domain ownership details to reflect their own contact and address details, after registration is done and domain is live, they will need to provide all information required at once and a fee may apply.

b). Domain renewal notices will be sent out latest 10 days before renewal. The client takes full responsibility of any fees and penalties resulting from late renewal. No domain will be renewed upfront and before full payment is done.

6. Web Hosting

a). Payment for web hosting is always billed on a per year basis. Client may decide a payment term (monthly, quarterly or semi-annual) that they are comfortable with. Making payment arrangement for your hosting is solely the responsibility of client and if monthly term is chosen, Wakaitu Web Solutions expect payment to be made as per date set and account may be suspended with or without prior notice.

b). **Client** takes **full responsibilities** for content hosted on their account. This include any legal or financial penalties imposed as a result of such content.

- The following types of content is not allowed on accounts hosted on our servers and detection of such content will result in account suspension. **Pornographic Material**, **Explicit Material** involving **minors** and **vulnerable people** of society, **Copyrighted Material** for which copyrights has not been rightfully obtained, **Material** that **promote discrimination** of any nature.

7. Email Hosting

a). All hosting accounts comes with free email accounts, based on the package. Our team may assist clients to create and setup email accounts, initially and were absolutely necessary, however email creation and setup and upkeep is 100% the responsibility of client. Wakaitu Web Solutions will be responsible for server related issues and will not be responsible for email issues related to choice of email client, or client's devices.

We are responsible for and will fix issues related to:

- Unable to login into email account
- Server refused connection
- Sending and receiving issue as a result of server time out or lock out

What we are not responsible for and may not fix issues related to:

- Email Issue related to the choice of Mail Client
- Email issues as a result of Network Issues
- Email issues as a result of client's Devices

b). Whenever clients hosting account space quota is exceeded, the account will stop receiving and or sending emails. Client may choose to delete older emails or choose to upgrade the account. No account will be upgraded before payment is done.

8. Graphic Design

a). Payment for graphics design shall be paid in full before artwork can be handed over.

b). The clients shall indicate the type of design they prefer to be designed for them, where possible samples, sketches or example may be provided. If no graphics idea is submitted, Wakaitu will provide up to 3 samples and the client is expected to choose one. After which the client is entitled to up 3 changes on graphics with specific changes before artwork handover.

***** This terms and conditions text will be hosted on the website for easy of reference and may be changed, modified and updated from time to time, without prior notice to clients.***