Terms & Conditions

By placing an order, accepting a quotation or completing payment of a deposit with **Digital 4 Front (D4F) Pty Ltd**, you confirm that you are in agreement with and bound by the terms and conditions below.

1.1 Definitions

The Client: The company or individual requesting the services of Digital 4 Front (D4F).

Digital 4 Front (D4F): Primary designer/site owner & employees or affiliates.

1.2 General

Digital 4 Front (D4F) will carry out work only where an agreement is provided either by email, telephone, mail or fax. Digital 4 Front (D4F) will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Digital 4 Front (D4F) and the client, this includes telephone, fax and email agreements.

1.3 Website Design

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Digital 4 Front (D4F) cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Digital 4 Front (D4F) until all outstanding accounts are paid in full.

Any scripts, CGI applications, PHP scripts, WordPress themes & plugins or software (unless specifically agreed) written by Digital 4 Front (D4F) remain the copyright of Digital 4 Front (D4F) and may only be commercially reproduced or resold with the permission of Digital 4 Front (D4F).

Digital 4 Front (D4F) cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of Digital 4 Front (D4F) and where no charge is made by Digital 4 Front (D4F) for such additions, Digital 4 Front (D4F) accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is possible to Digital 4 Front (D4F) all materials required to complete the site to the agreed standard and within the set deadline.

Digital 4 Front (D4F) will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Digital 4 Front (D4F) will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

Digital 4 Front (D4F) will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the client's appointed agents.

Digital 4 Front (D4F) will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A deposit of 50% is required with any project before any design work will be carried out. The remained 50% will be due within 7 days of website or graphic design work is completed.

Once a website or graphic design has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

1.4 Database, Application and E-Commerce Development

Digital 4 Front (D4F) cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, CGI applications, WordPress themes and plugins or software (unless specifically agreed) written by Digital 4 Front (D4F) remain the copyright of Digital 4 Front (D4F) and may only be commercially reproduced or resold with the permission of Digital 4 Front (D4F).

Where applications or sites are developed on servers not recommended by Digital 4 Front (D4F), the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients' responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by Digital 4 Front (D4F) before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Digital 4 Front (D4F) will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

1.5 Website Hosting

We offer limited hosting services by buying server space from Afrihost (www.afrihost.com). They have great customer and technical support and service guarantee for an annual average of 99% network availability for their infrastructure.

Should you require any additional information, please refer to the Afrihosts' own websites for their terms and conditions on the following link: Afrihosts' terms & conditions.

1.6 Hosting

Digital 4 Front (D4F) offers bandwidth (web traffic) usage as per website hosting packages on Shared Hosting platforms. However, this is subject to reasonable and responsible usage, as determined at Digital 4 Front (D4F)'s discretion. Shared Hosting is designed for serving personal hosting requirements or that of small enterprises, and not medium to large enterprises. Digital 4 Front (D4F) reserves the right to move Clients deemed to have excessive bandwidth usage to a Cloud product, which will better suit their requirements. Clients will be given notice as such, and will be informed of any cost implications.

Disk Space on Shared Hosting may only be used for Website Content, Emails and related System Files. General data storage, archiving or file sharing of documents, files or media not directly related to the website content is strictly prohibited. Unauthorised storage or distribution of copyrighted materials is prohibited, via FTP hosts or any other means.

For Shared Hosting, Digital 4 Front (D4F) will implement security updates, software patches and other updates or upgrades from time to time, to maintain the best performance, at their sole discretion. Digital 4 Front (D4F) is under no obligation to effect such upgrades or to rectify any impact such changes could potentially have to Shared Hosting Clients.

Digital 4 Front (D4F) will not be liable or responsible for the backing up, restoration or loss of data under any circumstances. Clients are solely responsible for ensuring their data is regularly backed up and for restoring such backups in the event of data loss or corruption.

Digital 4 Front (D4F) prohibits Clients from doing the following on hosting platforms administered by Digital 4 Front (D4F):

- Running applications that are not production-ready. Any applications on the hosting platform must be optimized with respect to memory usage and must have appropriate data indexing.
- Running applications with inadequate security controls.
- Generating significant side-channel traffic from an application, whether by design or otherwise. Databases should be stored locally, and remote content should be cached.
- Failure to maintain proper "housekeeping" on a shared server including storing or generating useless content, including comment spam, unused cache files, log file and database entries.
- Storing malicious content, such as malware or links to malware.
- Monopolizing server resources, including CPU time, memory, network and disk bandwidth.
- Maintaining long-running processes and long-running database queries.
- Storing or running backdoor shells, mass mailing scripts, proxy servers, web spiders, phishing content, or peer-to-peer software.
- Sending bulk mail of any form, particularly mail that cannot be efficiently delivered due to volume or incorrect addresses.
- Using poor passwords.
- Sharing security credentials with untrusted parties.
- Running Torrents for download or Seed Servers.
- Running TOR (or other Online Anonymity Services).
- Otherwise circumventing the Acceptable Use Policy or intended use of the product.

Data Transfer Limits:

Our monthly data transfer limit is as per our Website Hosting packages: [Link to a web page with package details], if data transfer exceeds this limit it will be charged at R5,00. per MB.

Whilst Digital 4 Front (D4F) recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by Digital 4 Front (D4F) cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

1.7 Hosting Payment Policy & Billing Procedures

All accounts are set up on a pre-pay basis. We accept payments via EFT, PayPal, and Cash deposits. Setup fees are charged for all new accounts that are paid on a monthly basis and major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. Digital 4 Front (D4F) reserves the right to change prices at any time. Payment is due each anniversary month or period following the date the account was established. If 10 days have passed and payment has not been made, the account will be suspended until further notice. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Digital 4 Front (D4F) to request termination of services.

1.8 Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Digital 4 Front (D4F) policy that any outstanding accounts for work carried out by Digital 4 Front (D4F) or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Digital 4 Front (D4F).

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Digital 4 Front (D4F) have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non-payment can result in county court judgements being added to the clients' credit rating.

Following consistent non-payment of an invoice, our solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

1.9 Term & Termination

Term: This agreement shall begin when both parties agree on the services provided and the Client pays the required 50% deposit and shall continue until all services are complete and delivered, or until the Agreement is Terminated.

Termination for Cause: Either party may terminate this agreement at any time, on 30 days' prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that 30-day period.

Termination for Insolvency: Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it.

Termination by Mutual Agreement: This agreement may be terminated by the mutual agreement of the parties.

Termination Fees: In the event of termination, Client shall pay Digital4Front (D4F) for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay 50% termination fee in respect to the invoice amount, for example, if the client is quoted for R7500.00 and wishing to terminate the services of Digital4Front (D4F), Client shall be liable for R3750.00 in termination fees.

Intellectual Property: If Client terminates and on full payment of compensation, Designer grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.

Confidential Information: On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and obligations regarding Confidential Information shall survive.

1.10 Passing of Rights

Once all amounts due to us from you are paid and cleared you are assigned the rights to use, as applicable, the products and services, including, the website which includes the text, graphics, animation, audio components and digital components contained within the finished website, in accordance with these terms and conditions.

No such rights as described in above will pass until all amounts due to us from you are paid. This means that we will have a lien over any service, products, data or information. If you have not paid the invoice in full within 14 days from the date of the invoice you agree that you will forfeit your rights.

The rights to photographs, graphics and any third party items such as source code, always remain the property of their respective owners.

Unless you have our specific written agreement in the Project Contract, all products, including Content Management Systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, CGI applications, WordPress themes & plugins, software, programming/source code, and all other components of any source or object computer code that comprises the Website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content and design elements used or developed and all software, and our products and results of our services remain our property and we retain full ownership rights and all intellectual property rights. You specifically agree not do anything that may in any way infringe upon or undermine our rights, title, or interest in the Website or our products and services. This includes, but is not limited to, any sale, transfer or gift of the whole or of any part of any item, data or anything whatsoever that we own. You fully understand

that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership.

1.10 Complaints Procedure

1.10.1 Informal procedure

Anyone who experiences a problem with their web service provided by Digital 4 Front (D4F) should raise the matter directly using our online "Contact Us" form to do so, giving sufficient information to locate the material (such as a URL) and clearly outlining the grounds for complaint.

Digital 4 Front (D4F) will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

1.10.2 Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Digital 4 Front (D4F), who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

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