

SELECT WEB GENERAL TERMS AND CONDITIONS

Version: 1.0

Effective date: 1 August 2026

1. ABOUT THESE TERMS

- 1.1 These General Terms and Conditions govern the relationship between Select Web (Pty) Ltd, registration number 2012/216849/07 ("Select Web", "we", "us" or "our"), and the person or entity purchasing or using our services ("the Customer", "you" or "your").
- 1.2 These terms apply to website design and development, digital marketing, search visibility services, Google Ads management, social media services, content and copywriting, website maintenance, hosting, email, graphic design, branding and any other services described in a quotation, proposal, order or invoice issued by Select Web (collectively, "the Services").
- 1.3 The specific scope, deliverables, fees and assumptions for a Service will be set out in the relevant quotation, proposal, order, service schedule or invoice ("Service Order").
- 1.4 Hosting, email and domain-related Services are also subject to the Select Web Hosting Terms and Acceptable Use Policy. That document is incorporated into these terms by reference.
- 1.5 If there is a conflict between these terms and a Service Order, the Service Order will apply to the specific commercial or technical issue it expressly addresses. The Hosting Terms and Acceptable Use Policy will apply to hosting, email, domain and acceptable-use issues.

2. ACCEPTANCE

- 2.1 You accept these terms when you do any of the following:
 - approve or sign a quotation, proposal or Service Order;
 - instruct us in writing to begin work;
 - pay a deposit or invoice relating to the Services;
 - purchase, renew or continue using a recurring Service; or
 - use Services supplied subject to these terms after being given a reasonable opportunity to review them.
- 2.2 Electronic approval, email instructions and electronic payments may be used as evidence of acceptance, subject to applicable law.
- 2.3 The person accepting these terms on behalf of a company, close corporation, trust, partnership or other organisation confirms that they are authorised to bind that organisation.

3. QUOTATIONS AND SERVICE ORDERS

- 3.1 Quotations are valid for 30 calendar days unless a different validity period is stated.
- 3.2 A quotation is based on the information available when it is prepared. If the scope, assumptions, requirements, timing or supplied information changes, we may revise the quotation, timing and deliverables.
- 3.3 Work not expressly included in a Service Order is outside scope and may be quoted or charged separately.

- 3.4 Estimated delivery dates are not guaranteed unless the Service Order expressly states that a date is fixed and binding.
- 3.5 We may decline work that is unlawful, technically unsuitable, outside our reasonable capability or inconsistent with these terms.

4. FEES, DEPOSITS AND PAYMENT

- 4.1 Fees are stated in the relevant Service Order or invoice. Unless stated otherwise, fees exclude Value Added Tax and third-party charges.
- 4.2 Our standard website design and development payment structure is:
- 50% deposit before work begins;
 - 30% after the development stage; and
 - 20% on completion, before launch or release of final materials.
- 4.3 A different payment structure may be stated in a Service Order and will then apply to that project.
- 4.4 Deposits are not refundable once work has begun, except where Select Web has materially failed to perform its obligations or where a refund is required by law.
- 4.5 Invoices are payable within 7 calendar days of the invoice date unless the invoice states otherwise.
- 4.6 Recurring and subscription Services are charged in advance. Hosting is ordinarily billed annually. Other recurring Services may be billed monthly, annually or on another cycle stated in the Service Order.
- 4.7 You must raise a genuine invoice dispute in writing before the due date, giving sufficient details for us to investigate. Undisputed amounts remain payable.
- 4.8 We may charge reasonable costs incurred in collecting overdue amounts, to the extent permitted by law.

5. THIRD-PARTY COSTS

- 5.1 Third-party costs are not included unless expressly stated. They may include domain registration, hosting infrastructure, advertising spend, premium software, plugin licences, stock media, fonts, payment gateways, delivery platforms and external services.
- 5.2 Third-party fees may change without our control. We will notify you of material changes that affect a Service where reasonably practicable.
- 5.3 Where a third-party account can reasonably be held directly by you, we may recommend that arrangement. You remain responsible for charges incurred through accounts owned or controlled by you.
- 5.4 Your use of a third-party product or platform may also be governed by that provider's terms and policies.

6. CUSTOMER RESPONSIBILITIES

- 6.1 You must provide complete, accurate and timely information, access, approvals, content and materials reasonably required to perform the Services.
- 6.2 You must appoint a person authorised to provide instructions and approvals. We may rely on instructions received from that person until you notify us otherwise in writing.

6.3 You are responsible for reviewing work, checking factual accuracy and confirming that content, claims, pricing, contact information and legal notices are correct before publication.

6.4 You must use the Services lawfully and take reasonable steps to protect account credentials, devices, mailboxes and website administrator access.

6.5 You must notify us promptly of suspected unauthorised access, malware, account compromise, incorrect publication or any issue that could affect the Services or third parties.

7. CUSTOMER MATERIALS AND CONTENT

7.1 You warrant that you own, license or have permission to use all text, images, logos, trade marks, data, videos and other materials supplied to us.

7.2 You warrant that Customer-supplied content is lawful, accurate and does not infringe another person's intellectual property, privacy, publicity or other rights.

7.3 You grant us a non-exclusive licence to use, reproduce, adapt and publish Customer materials only as reasonably required to provide the Services.

7.4 You indemnify Select Web against third-party claims arising from Customer materials, instructions or unlawful use of the Services, except to the extent caused by our own unlawful conduct, gross negligence or wilful misconduct.

8. DELAYS AND DEPENDENCIES

8.1 Delivery estimates depend on your cooperation, timely feedback and provision of required materials.

8.2 If Customer delays prevent progress, we may adjust timelines, reschedule work and invoice for work already completed.

8.3 Where a project remains inactive because of Customer delay for more than 30 days, we may place it on hold and reschedule it according to availability.

8.4 Delays caused by third-party providers, platform reviews, advertising approvals, domain processes or external systems are outside our direct control.

9. CHANGES AND ADDITIONAL WORK

9.1 Reasonable revisions included in a Service Order will be provided within the agreed scope.

9.2 Material changes to approved work, new requirements and work outside scope may affect fees and timelines.

9.3 We will obtain approval before carrying out material additional work that will incur additional charges, except for urgent work reasonably necessary to protect systems or data where prior approval is not practical.

10. REVIEW AND APPROVAL

10.1 When work is submitted for review, you must notify us in writing of material defects or non-conformity within 7 calendar days, unless another period is stated.

10.2 Work may be treated as approved if no written concerns are received within the review period.

10.3 Approval does not prevent you from reporting a latent technical defect that could not reasonably have been identified during the review period.

10.4 Requests made after approval may be treated as maintenance, support or additional work.

11. WEBSITE LAUNCH AND HANDOVER

- 11.1 We may withhold launch, transfer, editable source files, credentials or final materials until all amounts due for the relevant project have been paid.
- 11.2 Once a website is launched or handed over, ongoing updates, licences, security, content changes and compatibility work are not included unless covered by a maintenance or support Service.
- 11.3 We are not responsible for alterations made by you or a third party after handover, unless we have expressly agreed to maintain those alterations.

12. INTELLECTUAL PROPERTY

- 12.1 Customer materials remain the Customer's property.
- 12.2 Once all project fees are paid, ownership of original final design work created specifically for the Customer transfers to the Customer, subject to clauses 12.3 and 12.4.
- 12.3 Select Web retains ownership of its pre-existing methods, templates, frameworks, know-how, reusable code, processes and internal tools.
- 12.4 Third-party software, open-source software, fonts, plugins, themes, stock media and platform components remain subject to their respective licences.
- 12.5 Unless a Service Order says otherwise, working files, rejected concepts and internal production files are not deliverables.

13. LICENCES, PLUGINS AND SOFTWARE

- 13.1 Websites may rely on third-party software that requires updates, subscriptions or licence renewals.
- 13.2 A licence supplied through Select Web may cease to be available when the related maintenance, hosting or subscription Service ends.
- 13.3 We do not control third-party software changes, discontinuation, pricing, security or compatibility. Work needed because of such changes may be charged separately.

14. DOMAIN NAMES

- 14.1 Where we register or manage a domain for you, you will remain the intended registrant unless law, registry rules or written instructions require otherwise.
- 14.2 Domain registration and renewal fees are charged separately unless expressly included.
- 14.3 Domains managed by Select Web are renewed annually unless you give at least one calendar month's written notice before the renewal date, subject to registry and provider deadlines.
- 14.4 We are not responsible for domain expiry, suspension or loss caused by non-payment, inaccurate registrant information, registry action, Customer delay or circumstances outside our reasonable control.
- 14.5 We will provide or facilitate transfer information after outstanding fees and reasonable administration requirements have been satisfied.

15. HOSTING AND EMAIL

- 15.1 Hosting, email and related Services are governed by the Select Web Hosting Terms and Acceptable Use Policy.

15.2 Hosting may be delivered using infrastructure operated by a South African or overseas provider selected according to the Service requirements.

15.3 The location, features, backup arrangements and technical limitations may differ between providers and packages.

16. MARKETING, SEARCH AND ADVERTISING SERVICES

16.1 Marketing performance depends on factors including the market, competition, budget, platform rules, website quality, sales process, Customer response times and changes made by third parties.

16.2 We do not guarantee particular search positions, traffic, leads, sales, advertising costs or commercial outcomes unless a Service Order expressly provides a written performance commitment.

16.3 Advertising platforms control advert approvals, account restrictions, auction costs, delivery and platform policies.

16.4 Advertising spend and platform charges are payable as stated in the Service Order. You remain responsible for charges made through accounts owned or controlled by you.

16.5 Reports are based on data available from relevant platforms. Tracking systems may be affected by consent settings, browser restrictions, technical failures and platform changes.

17. CONFIDENTIALITY

17.1 Each party must protect confidential information received from the other and use it only for the purposes of the Services.

17.2 Confidentiality does not apply to information that is public through no breach, already lawfully known, independently developed or required to be disclosed by law.

17.3 We may disclose confidential information to employees, contractors and providers who need it to perform the Services and who are subject to appropriate confidentiality obligations.

18. PERSONAL INFORMATION AND DATA

18.1 Each party must comply with applicable data-protection law, including the Protection of Personal Information Act 4 of 2013 where applicable.

18.2 Our Privacy Policy describes how Select Web processes personal information for its own business purposes.

18.3 Where we process personal information on your documented instructions in providing a Service, you remain responsible for determining the lawful purpose, content and use of that information.

18.4 Hosting or other providers may process or store information in South Africa or other countries. Appropriate contractual and technical arrangements will be used where required by applicable law.

18.5 You must not instruct us to collect, publish, send or process personal information unlawfully.

19. SECURITY

19.1 Both parties must take reasonable security measures appropriate to the information and systems under their control.

19.2 You are responsible for protecting passwords, administrator accounts, mailboxes, devices and credentials used to access the Services.

19.3 No internet-connected system is completely secure. We do not warrant that a website, mailbox, platform or hosted service will be immune from every attack, vulnerability or interruption.

19.4 Security remediation, malware removal and recovery work may be charged separately unless expressly included in a Service Order.

20. BACKUPS

20.1 Backup arrangements depend on the relevant Service and underlying provider.

20.2 Where the applicable hosting arrangement includes rolling backups, backup data may be retained for a maximum period of approximately two weeks. Hosting-provider backups are not guaranteed to be available or complete.

20.3 Other hosting providers may have different backup arrangements, which will apply to the relevant Service.

20.4 You remain responsible for maintaining independent copies of business-critical websites, databases, emails, content and other data.

20.5 Backup investigation or restoration work may be charged according to the time and technical work required.

21. SERVICE AVAILABILITY

21.1 We aim to provide reliable Services but do not guarantee uninterrupted or error-free availability unless an express service level is stated in a Service Order.

21.2 Services may be affected by planned maintenance, emergency maintenance, provider outages, network failure, cyber incidents, software failure and events outside our reasonable control.

21.3 We may make reasonable technical changes required to maintain security, compatibility, stability or provider compliance.

22. WARRANTIES AND CONSUMER RIGHTS

22.1 We will perform the Services with reasonable care and skill.

22.2 Except for warranties that cannot lawfully be excluded, no other warranty is given regarding uninterrupted availability, compatibility with every future system, commercial success or fitness for an unstated purpose.

22.3 Nothing in these terms excludes or limits rights or remedies that cannot lawfully be excluded or limited under the Consumer Protection Act 68 of 2008 or other applicable law.

22.4 If you are a consumer entitled to statutory cancellation, cooling-off, refund or renewal rights, those rights take precedence over an inconsistent provision in these terms.

23. SUSPENSION

23.1 We may suspend some or all Services where:

- an undisputed invoice remains unpaid after the due date;
- there is a breach of these terms or the Hosting Terms and Acceptable Use Policy;
- use of the Services creates a material security, legal or operational risk;
- suspension is required by a provider, regulator, court or lawful authority; or

- immediate action is reasonably necessary to prevent harm.

23.2 Where reasonably possible, we will give notice and an opportunity to remedy the issue. We may act immediately in an urgent situation.

23.3 Suspension does not cancel amounts already due or recurring charges incurred while the Service remains allocated.

23.4 Reactivation and recovery work may be charged where suspension resulted from Customer breach or non-payment.

24. TERMINATION

24.1 Either party may terminate an ongoing Service by giving one calendar month's written notice, subject to the Service Order and any minimum term or statutory right.

24.2 Project work may be terminated by written notice. You must pay for work completed, committed third-party costs and reasonable cancellation costs up to the termination date.

24.3 We may terminate a Service immediately for a serious breach, unlawful use, fraud, repeated non-payment, material security risk or conduct that could harm our systems, providers, reputation or other customers.

24.4 Annual hosting fees are non-refundable after the annual service period begins, except where a refund is required by law or expressly agreed in writing.

24.5 On termination, you must arrange the transfer or retrieval of data, domains and accounts within the period we reasonably specify. Continued storage or assistance may be charged.

24.6 Termination does not affect accrued rights, confidentiality, intellectual property, payment obligations, limitations of liability or clauses intended to survive termination.

25. LIABILITY

25.1 To the extent permitted by law, neither party is liable to the other for indirect, special or consequential loss, loss of profit, loss of anticipated savings, loss of goodwill or loss arising from circumstances outside its reasonable control.

25.2 To the extent permitted by law, Select Web's aggregate liability for direct loss relating to:

- a once-off project is limited to the fees paid for that project; and
- a recurring Service is limited to the fees paid for the affected Service during the three months preceding the event giving rise to the claim.

25.3 The limitations in this clause do not apply where liability cannot lawfully be excluded or limited, or to fraud, wilful misconduct or gross negligence to the extent applicable law prevents limitation.

25.4 You must take reasonable steps to mitigate any loss and notify us promptly of a claim.

26. INDEMNITIES

26.1 You indemnify Select Web against third-party claims, penalties, losses and reasonable costs arising from:

- Customer content or instructions;
- unlawful or prohibited use of the Services;
- infringement of third-party rights by Customer materials;
- products, services or statements offered through your website or campaigns; or
- your failure to comply with applicable law.

26.2 This indemnity does not apply to the extent the claim was caused by Select Web's unlawful conduct, gross negligence or wilful misconduct.

27. SUBCONTRACTORS AND PROVIDERS

27.1 We may use employees, contractors, associate professionals and third-party providers to deliver the Services.

27.2 We remain responsible for managing our agreed deliverables, subject to the limitations and dependencies applying to third-party platforms and infrastructure.

28. PORTFOLIO AND DESIGN CREDIT

28.1 Unless you object in writing for a legitimate confidentiality or security reason, we may identify you as a client and display completed public-facing work in our portfolio, proposals and marketing.

28.2 A discreet Select Web design credit may appear in a website footer where stated in the Service Order. Removal fees apply only if expressly agreed in the Service Order.

29. FORCE MAJEURE

29.1 Neither party is liable for delay or failure caused by events beyond its reasonable control, including power failure, network disruption, natural disaster, fire, civil unrest, labour disruption, governmental action, widespread cyberattack or failure of an essential third-party provider.

29.2 The affected party must notify the other when reasonably practicable and take reasonable steps to reduce the effect.

30. NOTICES

30.1 Formal notices must be sent by email to the most recent contact address provided by the receiving party.

30.2 Notices to Select Web must be sent to enquiry@selectweb.co.za. Hosting abuse, security and operational notices may be sent to support@selectweb.co.za.

30.3 A notice is treated as received on the first business day after transmission unless the sender receives a delivery failure message.

31. CHANGES TO THESE TERMS

31.1 We may update these terms to reflect legal, regulatory, security, provider or operational changes.

31.2 The current version and effective date will be published at the location communicated to Customers.

31.3 We will provide reasonable notice of a material change affecting an active recurring Service. Changes will not retrospectively alter completed work or accrued rights.

32. DISPUTES

32.1 A party must first give written details of a dispute and allow the other party a reasonable opportunity to respond.

32.2 The parties should attempt in good faith to resolve the dispute through direct discussion before commencing formal proceedings, unless urgent relief is required.

32.3 Consumers may use any statutory complaint or redress process available to them.

33. GOVERNING LAW

33.1 These terms and the Services are governed by the laws of the Republic of South Africa.

33.2 The parties submit to the jurisdiction of the South African courts, subject to any applicable consumer right to approach a competent tribunal, regulator, ombud or court.

34. GENERAL

34.1 These terms, the applicable Service Order and incorporated policies constitute the agreement relating to the Services and replace prior representations about the same subject matter.

34.2 A failure or delay in enforcing a right is not a waiver of that right.

34.3 If a provision is invalid or unenforceable, it will be limited or severed to the minimum extent necessary. The remaining provisions continue to apply.

34.4 You may not transfer your agreement without our written consent. We may transfer it as part of a genuine sale, restructuring or transfer of our business, subject to applicable law.

34.5 Headings are for convenience and do not affect interpretation.

35. COMPANY AND INFORMATION OFFICER DETAILS

Company: Select Web (Pty) Ltd

Registration number: 2012/216849/07

Physical address: 24 Tibouchina Place, Glen Hills, Durban, South Africa

General enquiries: enquiry@selectweb.co.za

Hosting and support: support@selectweb.co.za

Information Officer: Penny Prinsloo

Information Officer email: accounts@selectweb.co.za