

# Terms of Agreement for CyberKRU

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Our Website: [www.cyberkru.co.za](http://www.cyberkru.co.za)

## 1. Definitions

### 1.1 “CyberKRU”

The term “CyberKRU” refers to the legal entity known as CyberKRU, registered under the laws of South Africa. Its principal place of business is located at [www.cyberkru.co.za].

### 1.2 “Client”

The term “Client” encompasses any individual or entity engaging CyberKRU’s services. These services include web development, UI/UX design, and marketing.

### 1.3 “Services”

The term “Services” encompasses all offerings provided by CyberKRU. These services are specified in separate project agreements or proposals.

### 1.4 “Web” and “Internet”

**Web:** The interconnected network of websites accessible via the internet. It includes web pages, applications, and multimedia content.

**Internet:** The global network of interconnected computer networks, allowing communication and data exchange across geographical boundaries.

### 1.5 Additional Definitions

**Web Hosting:** The service that allows websites and web applications to be accessible on the internet by storing their files and databases on servers.

**Web Development:** The process of creating and maintaining websites and web applications, including design, coding, and functionality.

**Server:** A computer or software system that hosts websites, processes requests, and delivers content to users over the internet.

## **2. Scope of Services**

### **2.1 Description**

CyberKRU commits to providing the agreed-upon services to the Client. The scope of services will be detailed in project-specific agreements.

### **2.2 Deliverables**

CyberKRU will deliver the specified deliverables within the agreed-upon timelines. These deliverables may include websites, applications, design assets, or marketing campaigns.

### **3.3 Deliverables Procedure**

In a case of a free website design, CyberKRU will only go in agreement with the client after they have been designed for their website of choice.

In a case of a paid website design, CyberKRU may go in agreement with the client before the design given that they reached out to us our website. If not , they will also go in agreement with us after their website design is complete.

## **3. Maintenance and Termination**

### **3.1 Maintenance**

Maintenance services extend for a minimum of 12 months from project completion.

During this period, CyberKRU will address any issues related to the delivered services.

Maintenance includes bug fixes, updates, and technical support.

### **3.2 Termination**

The Client may terminate maintenance services after 12 months if they wish to by, providing written notice.

Upon termination, CyberKRU will promptly delete all files, databases, and other materials related to the project/projects they catered for the client.

### 3.3 Automatic Termination

- I. Should the Client fail to pay for maintenance for three consecutive months due to declined payments or changed card details, CyberKRU reserves the right to terminate the agreement and delete all the website files they made for the client, therefore still collecting the money due to us because of missed payments even if the agreement is terminated.
- II. If it happens more than two times in a single year that the client does not value and keep the terms of the agreement to pay as stated in **3.3 (I)**, the agreement will be terminated with immediate effect yet still collecting the money due to use because of missed payments even if the agreement is terminated.
- III. Automatic Termination occurs within 1-5 days after the terms agreement had been broken
- IV. The client will be alerted by CyberKRU each month via email when the bill did not go through in the means of making them aware, should it be a fault , and therefore giving them a chance to rectify their banking details for billing.
- V. The client will also be alerted by CyberKRU the second time should the pattern of not paying yet another series of 3 months occur. That alert will be sent monthly via email and a phone call will also be made to the client monthly making them aware of the matter.

### 3.4 Announced Termination Request

- Should a client ( who was designed a free website by CyberKRU) request to terminate paying maintenance fee with us in an instance of changing the web development service / or just wishing to keep our website design, a bill of **R3500** termination fee shall be payable to CyberKRU as a result of paying for the web development service that was free of charge initially.
- Therefore that who paid for the web development design shall be let go without any hassles if they wish to terminate.

## **4. Billing and Payment**

### 4.1 Invoicing

CyberKRU will issue invoices according to the agreed-upon payment schedule.

Invoices will be sent electronically to the Client's provided email address.

### 4.2 Payment

The Client agrees to make timely payments for all invoices.

Failure to pay within the specified timeframe may result in service suspension or termination.

### 4.3 Payment Details

Accepted payment methods are that of Credit Cards, Bank Transfer & Bank Wire.

### 4.4 Payment Protocol

The client is put in an automatic bill to be charged every time on the first day of each month.

## **5. Confidentiality**

### 5.1 Non-Disclosure

Both parties commit to maintaining the confidentiality of all information exchanged during the course of the agreement.

Confidential information includes project details, client data, and proprietary methods.

## **6. Governing Law and Jurisdiction**

### 6.1 Applicable Law

This agreement shall be governed by the laws of South Africa, including the Electronic Communications and Transactions Act<sup>1</sup>.

## 6.2 Global Standards

CyberKRU acknowledges that internet-related laws and standards evolve globally.

While this agreement primarily adheres to South African laws, CyberKRU commits to staying informed about international best practices and adapting its practices accordingly.

## 7. Cancellation of Contracts

7.1 Should a client wish to terminate any contract while it is still in progress, a fee of **R1000** should be payable to CyberKRU to compensate for time wasting and usage of CyberKRU resources.