

By Paying Your Deposit You Are Subject to the following Terms and Conditions

These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of Jewellery Council of SA (JCSA) and DNS Enterprises services constitutes acceptance of these Terms and Conditions.

A – LIMITED LIABILITY: JCSA and Stephan Uys Trading as DNS Enterprises is without liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, virus, delay in operation or transmission, inaccurate information, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortuous behaviour, negligence, or under any other cause of action.

Should any provision of this agreement be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of this agreement shall remain unaffected thereby unless otherwise stated.

JCSA and Stephan Uys Trading as DNS Enterprises also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damage suffered. This includes loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions caused by Stephan Uys Trading as DNS Enterprises (or visitors, members, contributors or others) negligence, errors or omissions.

B – GRAPHICS IMAGES AND MATERIALS: All graphics and text are to be supplied by the client in electronic format. Illustrations and photographs must be in **Jpeg** format.

JCSA and DNS Enterprises cannot take responsibility for any copyright infringements caused by materials submitted by the client and reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

NOTE: Should the client not supply DNS Enterprises with the above information in electronic format, their standard hourly rate of R 550/hour will be charged in addition to the design fee for the drafting of text on website pages.. The rate of R 550/hour will also be charged in addition to the quoted price where the client requests Flash graphics, as these are very labour intensive to create. A separate quote will be given in such cases.

IMPORTANT: Text and content provided by the client are used as-is. Text is literally copied and pasted. If spelling and grammar are not correct or incorrect text is supplied, you will be charged for additional time to correct these. **You need to supply DNS Enterprises with ALL the content to be published in its FINAL draft and spell checked before the design process can proceed.**

C – THE DESIGN PROCESS: Note - the design process can only start once ALL the information/text/images have been supplied by the client. The design process entails the following:

1. Upon receipt of the Order Form from the client, DNS Enterprises will contact you with the request to supply all text/information/photos/logos and branding colours to be used.
2. DNS Enterprises prepares a concept design dummy based on materials supplied in step one.
3. The client is notified and a process of reciprocal information flow follows to get the concept design and layout of the template as per the client's specifications. The first step is to get the concept

design and layout finalized before continuing with the rest of the website. Only 1 page is presented to the client as a concept design draft.

4. It is important that the client provides DNS Enterprises with as much information as possible about colour schemes and layout.
5. Once the client has given final written approval of the concept design and layout, the rest of the website is finalised by including the correct text, photographs and graphics – as supplied by the client. Any additional content that is added later on will be charged for extra. Ensure you have provided DNS Enterprises with all content to be published before the design concept is started.
6. The completed website is then submitted to the client whereafter, the client is again expected to approve the final website in writing, indicating the end of the design process.
7. Upon completion of the design process, the client pays over to DNS Enterprises the outstanding amount as per the proposal or as agreed upon in writing.
8. Once DNS Enterprises has received the final amount, the website shall be launched on the Internet.
9. After this, DNS Enterprises shall give the client a further 3-month period, referred to as a ‘fine-tuning’ period, in which to iron out any possible problems with the website. This includes correction of links not working and any other technical errors. It excludes changes to the design. Design changes will be carried out at an additional cost of R 550/hour.
10. After the 3-month-period, DNS Enterprises shall carry out website maintenance at R 550/hour. This will be charged in half-hour increments after a full hour’s work has been carried out and the client shall be kept updated on this.
11. NOTE – changes to the design and layout ordered after the client has approved, in writing, for the design and layout, shall be charged at an additional rate of R 550/hour.

D – YOUR PRIVACY: JCSA and DNS Enterprises will not share or sell any of your details with any third parties.

E- TURNAROUND TIME:

NOTE: DNS Enterprises delivers a 5 to 8 page website within 7 working days.

F - PAYMENT:

A **deposit of 50%** (including VAT) of the total contract value is paid on receipt of an invoice from the JCSA, which will be raised on the receipt of this service order form. The **balance of the contract value** (including VAT) **is payable** on the completion of your website.

Once final payment has been received, the website shall be launched on the Internet.

Should the balance of payment not be received before 30 days, the deposit is forfeited.

The website, graphics and any programming code remain the property of DNS Enterprises until all outstanding accounts are paid in full.

G - WEBSITE HOSTING: Whilst DNS Enterprises uses a third party hosting company to host websites, no guarantees can be made as to the availability or interruption of this service. JCSA or DNS Enterprises 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.

H – SEARCH ENGINE OPTIMISATION / MARKETING / RANKING: Search Engine Optimization is an ongoing process that involves a variety of important aspects. Whilst customers are guaranteed a properly optimized website (phase 1) as well as our very best service and advice, Stephan Uys Trading As DNS Enterprises cannot guarantee rankings and/or results as DNS Enterprises do not exercise continuous control over the actions of neither customers nor the search engines.

I – FREE 3-MONTH GUARANTEE: DNS Enterprises will correct any errors to the design, content, visual effects and programming of your website for three months after the launch of your website to ensure your website is working 100% the way it should be. This is to ensure your satisfaction with the final result and to ensure everything is working as per the original specification.

Any alterations or additions and changes to the website design or content other than corrections will be billed for.

This guarantee only includes website design packages and not marketing packages, search engine optimisation and linking. DNS Enterprises cannot guarantee results for search engine rankings as all webmasters in the world are 100% at the mercy of the Search Engines such as Yahoo, Google and MSN. They can change their algorithms at any time and with it your rankings.