



Z I L O

Terms & Conditions

1. Project Specifications.

- 1.1 The Client must supply the Project Specifications to Zilo Personalisation for Zilo Personalisation to issue an accurate and binding quotation.
- 1.2 If the Client requires further assistance with creating Project Specifications, Zilo Personalisation is willing to assist the Client. This time may be billed to the Client at the discretion of Zilo Personalisation
- 1.3 Any Additional Work (Terms and Conditions 19.) must be supplied as additional Project Specifications.

2. Quotation.

- 2.1 Quotations are valid for **10 (ten) calendar days** from the documented date on the Quotation.
- 2.2 Quotations do not include domain name registration or hosting fees unless otherwise specified.
- 2.3 As all quotations are carefully considered in light of each projects specific technical requirements, Zilo Personalisaion reserves the right to amend any quote should the projects specifications change, or if it becomes clear that the projects specifications where not communicated in a reasonably clear and correct manner by the client to Zilo Personalisation at the outset of the project.
- 2.4 In the event that a client is unable to provide a detailed project specifications document , Zilo Personalisation reserves the right to quote and bill for the initial research and planning needed to outline the exact specifications and technical requirements necessary to complete the project as required by the client. Such research and planning shall be billed according to our standard hourly rate.
- 2.5 Zilo Personalisation reserves the right to quote & bill for project management. Such project management shall be billed according to our standard hourly rate.
- 2.6 To formally accept a quotation by Zilo Personalisation, the quote must be signed and dated by the client and returned to Zilo Personalisation via email. No project will commence unless it's formal acceptance of the quote is received by Zilo Personalisation within the 10 day period as **specified in point 2.1.**

3. Acknowledgement.

- 3.1 Upon a Client signing the Zilo Personalisation Quotation, the Client acknowledges that they have read and accepted these Terms and Conditions.

4. Agreement.

- 4.1 The Client acknowledges acceptance of the Quotation and these Terms and Conditions by **paying 50% of the total quoted** South African Rand (ZAR) value as a deposit to Zilo Personalisation stipulated bank and account details as provided, unless otherwise stipulated.

4.2 Products and/or services as described in the Quotation will only commence, once the Client's deposit has been confirmed as received by Zilo Personalisation. The client may email a proof of payment (POP) to accounts@zilo.co.za for deposit confirmation.

4.3 Zilo Personalisation commits to working expeditiously to complete the quoted products and/or services within the Project Specifications and timeframes indicated as per the Quotation(s).

4.4 To deliver these products and/or services within the projected time frames, the Client's cooperation is paramount.

4.5 Zilo Personalisation cannot be held responsible for delays outside of its control, including but not limited to equipment failure, Third Party Hosting Services, load shedding and internet connections.

4.6 Zilo Personalisation endeavour to make websites that perform well in current major browsers, but cannot guarantee backward compatibility (i.e., functionality on older devices and software).

5. Deposit.

5.1 Deposit(s) are non-refundable and non-negotiable.

5.2 Should the Client pay more than the required 50% Deposit, the balance is refundable within 10 (ten) calendar days should the Agreement be terminated by either party (refer to Terms & Conditions 24.).

5.3 Any amount paid by the Client, greater than the 50% required Deposit, does not construe or imply any additional right(s) other than what is stipulated in these Terms and Conditions.

6. Required Documentation.

6.1. Required documentation refers to any and all information necessary for the timeous commencement and delivery of products and/or services as described in these Terms and Conditions and indicated by the Project Specifications.

6.2. The Client is to provide all Required Documentation electronically to Zilo Personalisation, **within 10 (ten) calendar days** after the Invoice date confirming the received deposit, to initiate work on the aforementioned quoted products and/or services, unless they are to be created as part of the project.

6.3. The Client's quoted and accepted products and/or services will only be queued and allocated accordingly, after compliance with Terms & Conditions 6.2.

6.4. If the Client does not supply Zilo Personalisation with the Required Documentation **within 20 (twenty) calendar days** from the Invoice date, the entire amount of the Agreement becomes due and payable, should the Client choose to continue the Agreement with Zilo Personalisation.

6.5. If the Client still has not submitted or provided all the Required Documentation **within 45 (fortyfive) calendar days** from the invoice date, **an additional continuation fee of 15% of the total Quotation(s)** will be billed for each month until the quoted products and/or services are completed.

7. Copyrights.

- 7.1. The Client must ensure they have the Copyright for all material supplied.
- 7.2. Zilo Personalisation, employees, independent contractors, affiliates, agents, agencies, or any associates involved in a client's products and/or services, will not be liable or held responsible for any copyright disputes.
- 7.3. If and when Zilo Personalisation is informed that material was provided without the required Copyright, illegal content will be removed immediately, and the Client will be billed with the cost thereof.
- 7.4. Zilo Personalisation does not take any responsibility for any and all content supplied from the Client without proper Copyright whatsoever.

8. Written Content and Fonts.

- 8.1. Unless otherwise specified in the Quotation, the Client shall supply all content wording to be published in accordance with the specified products and/or services.
- 8.2. Written Content must be supplied by the Client in a formatted text (as the Client specifies it to appear), unless otherwise agreed to by Zilo Personalisation to design the layout thereof.
- 8.3. All fonts for Written Content shall be indicated by the Client in the Project Specifications.
- 8.4. Refer to "Website Design Guide" (Downloadable off the zilo.co.za website), as digital quality and applicable format of Written Content and Fonts are determined by the use thereof in the Project Specifications.

9. Graphic Images.

- 9.1. Unless otherwise specified in the Quotation, the Client shall supply all Graphic Images to be published in accordance with the specified products and/or services.
- 9.2. Graphic Images (including but not limited to artwork and logos) supplied by the Client, must be of high digital quality and applicable format.
- 9.3. Refer to "Website Design Guide" (Downloadable off the zilo.co.za website), as digital quality and applicable format of Graphic Images are determined by the use thereof in the Project Specifications.

10. Photographs.

- 10.1. Photographs supplied by the Client must be of high digital quality and applicable format.
- 10.2. Refer to "Website Design Guide" (Downloadable off the zilo.co.za website), as digital quality and applicable format of Photographs are determined by the use thereof in the Project Specifications.

11. Specified Colours.

- 11.1. Colours specified by the Client must be supplied as Pantone and CMYK values.

- 11.2. Refer to “Website Design Guide” (Downloadable off the zilo.co.za website), as Specified Colours and applicable format are determined by the use thereof in the Project Specifications.

12. Printing.

- 12.1. Zilo Personalisation does not offer any printing products and/or services, therefore Zilo Personalisation takes no responsibility for print or printing errors.
- 12.2. Completed graphic design, logo, or any artwork by Zilo Personalisation will be e-mailed to the Client, and the Client will agree directly with the printer of their choice.
- 12.3. Screen colours and digital proofs can vary from litho printing. To ensure colour and print quality, it is the Client’s responsibility to request colour proof from their printers.

13. Website Hosting.

13.1. Hosting via Zilo Personalisation:

- 13.1.1. Hosting Via Zilo Personalisation “Hosting” (Downloadable off the zilo.co.za website) allows for allocated disk space limited to that Hosting package. Disk over-usage will be charged at the appropriate rate at that time, invoiced to the Client’s account and must be paid within 7 (seven) calendar days after the Invoice date thereof.
- 13.1.2. Monthly Hosting & Yearly Domain Fees must be paid on or before the last working day of each month unless committed to pay using a stop order payment, in which instance the last calendar day is applicable.
- 13.1.3. Hosting fees are payable from the date of domain registration or transfer to Zilo Personalisation.
- 13.1.4. Payments not received by the 3rd of each month will automatically suspend the Client’s Hosting service, thus deactivating the Client’s website and linked e-mail accounts.
- 13.1.5. A reactivation fee, at the appropriate rate at that time, will be billed to the Client.
- 13.1.6. Hosting fees not received for 2 consecutive calendar months irrevocably terminates the linked website and associated e-mail accounts with the host. The Client’s domain registration remains for the balance of the yearly domain fee paid, but no software, design and/or development work associated with the domain is recoverable by reactivation hereafter.
- 13.1.7. Zilo Personalisation reserves the right to suspend the Client’s services due to non-payment and charge fees, at the appropriate rate at that time, on all arrears under these Terms and Conditions.
- 13.1.8. Hosting cancellations are only accepted in writing or e-mailed to info@zilo.co.za, on or before the 1st of the new month as it carries a calendar month notice period.

13.1.9. All outstanding payments must be paid up to date before the Client's Hosting services will be terminated with Zilo Personalisation, thus enabling release to transfer to a Third-Party Hosting Service Provider.

13.2. Hosting via a Third-Party Service Provider.

13.2.1. The Client must provide Zilo Personalisation with their cPanel, FTP and database details to upload Zilo Personalisation's software.

13.2.2. If the Client uses a Third-Party Service Provider on Zilo Personalisation's recommendation, the Client will agree directly with that Third Party Service Provider.

13.2.3. Zilo Personalisation will not be held liable or have any responsibility for the Client's Hosting Services via a Third-Party Service Provider as we do not have control over the status of hosting, domain renewals or e-mail when not hosted with Zilo Personalisation.

13.2.4. All technical aspects of websites must be referred to the Client's Third-Party Hosting Service Provider.

13.2.5. Zilo Personalisation will however assist the Client upon request with Third-Party Hosting Service Provider(s). This time may be billed to the Client at the discretion of Zilo Personalisation.

14. Search Engine Optimization (SEO).

14.1. Zilo Personalisation cannot guarantee search positions or rankings of websites but include Search Engine Optimisation (SEO) in the form of meta tags and descriptions, structure, and basic content recommendations. Zilo Personalisation can assist with the Client's SEO if and when required and will issue the Client a Quotation accordingly.

15. E-Commerce

15.1. E-commerce and online shopping website – please refer to our "Online Store Guide" ([Downloadable off the zilo.co.za website](#)). Specifically for only WordPress Websites.

15.2. Zilo Personalisation will only load up to 5 products on the website on the Client's behalf. Zilo Personalisation will provide a detailed instructional video on how to upload products to the client's site, thereafter. The Client will be able to load unlimited products.

15.3. Should the Client require Zilo Personalisation to load more than the aforementioned 5 loaded products, Zilo Personalisation will issue the Client a Quotation accordingly.

16. Review and Changes.

16.1. On design completion of the Client's website, the website will be activated on a testing site for 2 (two) working days, for the Client to preview and respond with amendments and/or improvements, within these 2 (two) working days, in writing by e-mail.

16.2. Reviewing and changes will be taken into consideration and will be based on the product specification document. Reviewing and changes will not be implemented if those changes are outside the scope of the original product specifications.

16.3. The client will be limited to a maximum of three (3) site revisions with regards to minor alterations to the website developed. These changes that are to be implemented must specifically be within the project specification scope.

17. Balance of Payment.

17.1. The Client is required to e-mail the Proof of Payment to Zilo Personalisation, allocating payment to said Invoice.

17.2. All work remains the property of Zilo Personalisation until the full and final payment is received.

18. Completion Date.

18.1. Activation of the Client's website is conditional to the **Terms & Conditions 17.** above.

18.2. The Completion Date of a project is affected by feedback and received content from the Client. Timeframes will be adjusted within reason, notwithstanding these Terms & Conditions.

18.3. The Client will be notified when the website is activated, and then the Client will have 2 (two) working days to report any faults or request minor alterations (within the initial Agreement), in writing by e-mail.

18.4. Should Zilo Personalisation not receive a reply within 2 (two) working days via e-mail, the Client's website is considered finalised and complete. Therefore, Zilo Personalisation takes no responsibility for website content errors hereafter.

18.5. Please note that any further adjustments or amendments after this date will be at an additional cost as set out in **Terms and Conditions 19.**

19. Additional Work

19.1. Additional Work requested and agreed to, or any other work in progress for the Client's website after the Completion Date of the original Agreement will be billed monthly in accordance with these Terms and Conditions, quoted and agreed to.

19.2. All payment(s) and timeframe(s) as set out in these Terms and Conditions shall apply.

19.3. Scope creep (Downloadable off the zilo.co.za website) Will not be tolerated, and setting clear goals, objectives and specifications in the initial negotiations and Project Specifications with Zilo Personalisation remain the responsibility of the Client.

19.4. Zilo Personalisation may suggest Additional Work for the Client's project, including but not limited to graphic design, software, etc. to enhance the Client's website functionality and appearance, and reserves the right to do so free of charge or Zilo Personalisation will issue the Client a Quotation accordingly.

20. Service Agreement.

20.1. The Client may request Zilo Personalisation access to their website's Content Management System (CMS). Upon doing so, the Client indemnifies Zilo Personalisation from any changes made by the Client or any third party to the website, which includes

but is not limited to any content changes, software updates, added software, or loss of information.

- 20.2. A restoration fee under these Terms and Conditions, quoted and agreed to, will be billed when having to restore a website.
- 20.3. Zilo Personalisation commits to responding to any technical error, which may be the result of their Hosting services, design software or any plausible fault, omission or neglect on their part within this agreement(s), within 2 (two) working days.
- 20.4. Zilo Personalisation are not liable to Client(s) or responsible for said products and/or services of Client(s) whose accounts are not paid up to date.

21. Invoices and Statements.

- 21.1. Zilo Personalisation are not a credit service provider and does not grant any credit facilities whatsoever.
- 21.2. Client accounts do not imply negotiable payment terms and are issued per the nature of Zilo Personalisation being a month-to-month service provider.
- 21.3. Zilo Personalisation endeavours to issue and e-mail Client Statements, 7 (seven) calendar days before the last calendar day of each month unless the date falls on a public holiday or weekend.
- 21.4. All Invoices are billed to the Client's account and e-mailed to the Client under these Terms and Conditions, and payments made by the Client are allocated to respective projects upon Zilo Personalisation having confirmed receipt of said funds.
- 21.5. Invoices, corresponding payments received, and due balances will reflect on the Client's Account.
- 21.6. Due to the nature of the business, additional Client Statements will be issued and e-mailed for all overdue balances and additional fees Invoiced, on the 1st (first) and 7th (seventh) calendar day of each month consecutively and cumulative, unless the date falls on a public holiday or weekend.

22. Consultations.

- 22.1. Telephonic, Skype or e-mail queries will be responded to free of charge for confirmed Clients according to **Terms & Conditions 4.1.**
- 22.2. Meetings and consultations will be charged at the discretion of Zilo Personalisation, under these Terms and Conditions, quoted and agreed to.

23. Legal Costs.

- 23.1. Failure to comply with these Terms and Conditions regarding payments and fees will result in legal action from Zilo Personalisation's legal representative(s), and the full outstanding balance becomes payable.

23.2. All legal costs resulting from non-payment will be accrued to the Client's outstanding balance.

24. Cancellations.

24.1. Should the Client cancel the project at any time, all fees up to that point of work will be calculated. Any amount greater than the 50% deposit will be billed to the Client. This is payable within 7 (seven) calendar days of the invoice date.

24.2. Zilo Personalisation will only refund the Client's amounts paid, greater than the 50% deposit for products and/or services not delivered per the initial Agreement(s), or balance thereof under **Terms & Conditions 24.1.**

24.3. Hosting and Domain Fees are non-refundable, as these are paid in advance.

24.4. Zilo Personalisation reserves the right at its discretion to cancel this Agreement should the Client breach any of the Terms and Conditions stated herein.

25. Project Abandonment.

25.1 A project will be deemed abandoned if the client fails to respond to communication or provide necessary feedback, content, or approvals for a continuous period of 10 (ten) working days. In such cases, Zilo reserves the right to issue a final invoice for all work completed to date. The outstanding amount will become immediately due and payable.

25.2 For clients who have hosting services with Zilo, monthly hosting fees will continue to be charged and remain payable in accordance with the agreed-upon hosting plan.

25.3 Zilo also reserves the right to pause or terminate all project- and service-related work until any outstanding balances have been settled in full.

26. Security.

26.1 Zilo Personalisation will not be held liable for any viruses, hacking, malicious content or any Security breaches on any third-party applications or to the Client's website.

26.2 Zilo Personalisation's Hosting service provider may at any time suspend a domain should any viruses or malicious content be exposed through hacking or security breaches to any third-party application or website.

27. General.

27.1 Zilo Personalisation reserves the right to make changes to these Terms and Conditions at any time without the prior consent of any or all of their clients, employees, independent contractors, affiliates, agents, agencies or any other third-party agreements.

27.2 These Terms and Conditions are legally binding by the publishing date hereof, as incorporated on Zilo Personalisation's website, and the date of signing a product and/or service delivery Agreement(s) with Zilo Personalisation.

28. Prizes.

28.1 Prizes not claimed within 3 months will be forfeited.

28.2 Prizes are non-transferable in whole or in part, must be taken as stated and may not be sold to a third party. You must confirm acceptance of the prize as stated, failing which you will no longer be eligible for a prize. Entrants must not be our employee, officer or agent, or an employee, officer or agent of any person or organisation involved in the running of the competition, and you must not be a family relation of any such person.

29. Disclaimer for liability

29.1 The client shall have no claim against Zilo Personalisation and the client hereby indemnifies and holds Zilo Personalisation free from liability in respect of any loss, damage or cost caused by or arising from:

29.1.1. any fact or circumstances beyond the reasonable control of Zilo Personalisation; or

29.1.2. any downtime, outage, interruption in or unavailability of any of the services or the Zilo Personalisation network infrastructure as a result of or attributable to any of the following causes:

29.1.2.1 software or hardware service, repairs, maintenance, upgrades, modification, alterations, replacement or relocation of premises;

29.1.2.2 the non-performance or unavailability, of whatever nature and howsoever arising of any of the services provided by Telkom (including, but not limited to, line failure) or in any international services or remote mailservers;

29.1.2.3 the non-performance or unavailability, of whatever nature and howsoever arising, of external communications networks to which the client's server or the Zilo Personalisation network is connected;

29.1.2.4 the service, repairs, maintenance, upgrades, modification, alterations or replacement of any hardware forming part of the client's services or any faults or defects of whatever nature in such hardware;

29.1.3. any infringement of the client's rights of privacy and/or any other like rights (including those of any other person or entity), arising from the services provided in terms of this agreement;

29.1.4. any breach of security by any third party or any breach of confidentiality by a third party or otherwise arising from any access howsoever obtained by a third party to the client's information, data or content;

29.1.5. the damage, contamination or corruption of any kind of the client's data, material, information and/or content howsoever occasioned;

29.1.6. any service, repairs, maintenance, upgrades, modification, alterations, replacement or work of any nature done on the client's hardware, software or systems by any party other Zilo Personalisation;

29.1.7. without limiting the foregoing, any fact, cause or circumstances whatsoever and howsoever arising if Zilo Personalisation has substantially performed its obligations under this agreement.

- 29.2 Notwithstanding anything to the contrary contained in this agreement or in any addendum or annexure to this agreement, the client shall have no claim against Zilo Personalisation and the client hereby indemnifies and holds Zilo Personalisation free from liability in respect of any loss, damage or cost which is indirect, consequential or incidental in nature.
- 29.3 Zilo Personalisation reserves the right to take whatever action it deems necessary at any time to preserve the security and reliable operation of the Zilo Personalisation network and the client undertakes that it will not do or permit anything to be done which will compromise the security of the Zilo Personalisation network.
- 29.4 Although Zilo Personalisation shall use reasonable endeavours to provide disaster recovery, Zilo Personalisation does not specify any recovery time, nor shall Zilo Personalisation be liable for any loss or damage of whatever nature incurred or suffered by the client from any cause whatsoever as a result of Zilo Personalisation's failure to provide, or delay in providing, or providing only partial, disaster recovery. The client is accordingly advised to make back-ups of its data. Nothing contained in this paragraph should be construed as a representation that any back-ups of data implemented by client will be successful or in any way will avoid disaster.

30. Commission.

- 30.1 Commissions are offered by Zilo Personalisation to individuals for referring work to Zilo Personalisation.
- 30.2 Commissions are offered at the discretion of Zilo Personalisation.
- 30.3 Commissions are to be paid out to individuals once projects are completed and clients have fully paid for their project/s.
- 30.4 The amount of commission offered is at the discretion of Zilo Personalisation.

31. Intellectual Property Rights and Ownership

- 31.1 The client agrees that, to the extent that the provision of the Services entails, the creation or the utilisation of any Intellectual Property, is owned by and shall remain property of Zilo Personalisation.
- 31.2 Neither the provision of the Services nor the conclusion of this Agreement shall constitute or give rise to a transfer of the intellectual property held by Zilo Personalisation, unless agreed to otherwise in writing by both parties and signed.
- 31.3 Intellectual Property shall include, but is not limited to:
- 31.3.1. Website content and creation;
 - 31.3.2. Domain address;
 - 31.3.3. Hosting Abilities;
 - 31.3.4. Network Configuration;
 - 31.3.5. Source Code;
 - 31.3.6. Compiled Code;

- 31.3.7. UI/UX designs and methods;
- 31.3.8. SEO;
- 31.3.9. Google Ads configuration;
- 31.3.10. Coding Algorithms
- 31.3.11. AI and Machine Learning configuration, data and algorithms