

# Terms and Conditions of CREAWEB.XYZ (PTY) Ltd

These Terms and Conditions (hereinafter referred to as "Terms") apply to all services and products offered by CREAWEB.XYZ (PTY) Ltd (hereinafter referred to as "Provider") through the websites listed below. By accessing any of the following websites or purchasing products or services, the user (hereinafter referred to as "Customer") agrees to be bound by these Terms:

- <u>www.creaweb.xyz</u>
- <u>www.creaweb.co.za</u>
- <u>www.rent-your-website.co.za</u>
- <u>www.webseo-agency.com</u>
- <u>www.creawebschweiz.ch</u>
- <u>www.creawebsuisse.ch</u>
- 1. Scope

These Terms govern all services and products offered through the above-listed websites. By accessing the websites or purchasing services/products, the Customer agrees to the terms set forth herein.

#### 2. Services

The Provider offers various web services and products, which are specifically described and priced on the respective websites.

### 3. Contract Formation

A contract is formed when the Customer places an order through one of the listed websites and the Provider confirms this order in writing or via email. The Customer acknowledges acceptance of these Terms by paying 50% of the total quoted value as a deposit to the Provider's stipulated bank account. Work will commence once the deposit is confirmed as received.

### 4. Pricing and Payment Terms

The prices displayed on the websites are binding. Payments must be made using the payment methods specified on the relevant website. The remaining balance must be paid upon completion of the project before any final product or service is delivered.

### 4.1 Deposits

- A 50% deposit is **non-refundable** except where the Provider, at its discretion, decides otherwise.
- If the Customer fails to provide the required materials (e.g., text, images) within 20 days of the invoice date, the full balance becomes due.
- A continuation fee of 15% of the quoted total will be applied for each month that the required materials are delayed beyond 45 days.



# 5. Cancellation and Refunds

Customers may cancel projects; however, all work completed up to the point of cancellation will be billed, and any amount greater than the 50% deposit will be due. Refunds for services not delivered will be considered only for the portion of the project not completed.

# 6. Privacy and Security

6.1 **Data Processing**: The Provider processes personal data in compliance with the Protection of Personal Information Act (POPIA) for South African customers and the General Data Protection Regulation (GDPR) for international customers.

6.2 **Measures Taken by Provider**: The Provider implements appropriate security measures to protect customer data and infrastructure. Planned maintenance or updates will be communicated to Customers in advance.

6.3 **Maintenance**: The Provider may conduct necessary updates and maintenance without prior notification.

6.4 **Customer's Protective Measures**: Customers are responsible for securing their login credentials and taking measures to prevent unauthorized access.

6.5 **Protection of Transmitted Information**: The Customer is responsible for safeguarding any data transmitted over the Internet.

### 7. Liability

The Provider's liability for any damages related to the use of its websites or services is limited to cases of intent and gross negligence. The Provider is not liable for any third-party content or service interruptions that are beyond its control.

### 8. Final Provisions

- $\circ$   $\;$  Any changes or additions to these Terms must be made in writing.
- If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in full force and effect.

### **Contact Information**:

For questions or concerns regarding these Terms, please contact us at admin@creaweb.xyz