

DIGI TREAD MEDIA

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Website Development Agreement

This Website Development Agreement (the "Agreement") is entered into between Digitread Media (the "Developer") and the Client. The Agreement governs the design, development, and delivery of the Client's website. By engaging the Developer, the Client agrees to the following terms and conditions:

1. Scope of Work

WordPress and October CMS websites are designed and developed according to the client specifications provided. The development will be executed on a first-come, first-serve basis. A non-refundable deposit of 50% of the total project cost is required before any work commences. Websites will not be published or made public before the balance has been paid in full.

2. Project Timelines

Project timelines will be discussed and mutually agreed upon before the commencement of work, taking into consideration the Developer's current workload and resource availability. All estimated timelines provided are guidelines and not fixed deadlines unless otherwise explicitly stated in writing. Timelines may be extended due to, but not limited to, the following factors:

1. Delays in receiving required content, materials, or feedback from the Client;
2. Revisions or changes requested by the Client that fall outside of the original scope of work;
3. Dependency on third-party services, providers, or integrations;
4. Technical issues, supplier delays, or force majeure events beyond the Developer's reasonable control.

The Developer will keep the Client informed of any anticipated delays and provide revised timeline estimates as necessary. Where fixed deadlines are requested, they must be expressly agreed upon in writing and may be subject to additional charges.

3. Completion Period

After the final proof, a completion and hand-off period of up to 14 work days may be applicable. Deadlines may be subject to external factors such as supplier outages and force majeure.

4. Plugins

Unless otherwise quoted, free plugins will be used where applicable. Pro versions of free plugins are optional but recommended. Any additional costs associated with pro versions will be the responsibility of the Client.

5. License Fees

Where applicable, annual renewal fees for theme licenses or October CMS licenses shall be borne by the Client. These fees ensure regular security and feature updates. Failure to renew licenses may affect the website's performance. In the event of the client transferring the website away:

1. Websites with the WordPress Divi theme/builder will require a new license key that must be purchased by the client;
2. October CMS websites will require a licence key that must be renewed annually by the client.

6. Exclusivity

No contract of exclusivity is implied unless explicitly agreed upon in writing by both parties.

7. Client Responsibilities

The Client agrees to provide all necessary content, information, and feedback required for the project. Any changes to the project must be submitted within 7 days of the proof. If the Client fails to provide such content or feedback within 30 (thirty) days from the date of the request, the project will be deemed abandoned and removed from the Developer's workflow. Thereafter, a reactivation fee of 25% of the total project cost will be payable before the project can be re-introduced into the workflow.

8. Scope Creep

The agreed scope of work is limited to the specifications outlined in the initial project proposal or written agreement. Any requests by the Client that extend beyond the approved scope - including but not limited to additional features, functionality, design changes, or third-party integrations not previously agreed upon - shall constitute scope creep. Such requests will be subject to the Developer's approval and, if accepted, will incur additional fees charged at the Developer's ad-hoc hourly rate. A written confirmation of scope adjustments and associated costs will be provided before any additional work is undertaken.

9. Intellectual Property

All intellectual property rights in the website design, layout, and code remain the property of the Developer until full payment has been received. Upon full payment, ownership of the website will transfer to the Client, excluding third-party software, plugins, or licenses.

10. Termination

Either party may terminate this Agreement with written notice. In the event of termination by the Client, any deposit or payments made shall be non-refundable. Any additional fees associated with work done remain payable. If the Developer terminates without cause, a pro-rata refund may be issued for unfinished work.

11. Limitation of Liability

The Developer shall not be held liable for any indirect, incidental, or consequential damages, including but not limited to loss of revenue, profits, or data, arising from the use or inability to use the website.

12. Dispute Resolution

1. **Negotiation.** In the event of a dispute, the parties agree to work towards a resolution through good faith negotiation.
2. **Mediation or Binding Arbitration.** If negotiation fails, either party may initiate mediation or binding arbitration in the courts of the Western Cape, South Africa.
3. **Litigation and Choice of Law.** If litigation is necessary, this Agreement will be interpreted based on the laws of South Africa, regardless of any conflict of law issues that may arise. The parties agree the dispute will be resolved at a court of competent jurisdiction in the Western Cape, South Africa.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa. Any disputes arising shall be subject to the exclusive jurisdiction of the courts of South Africa.