



## CUSTOMER AGREEMENT

### 1. Introduction

Welcome to LekkerWeb.com. By using our services, you agree to be bound by this Customer Agreement. This document outlines the terms and conditions governing your use of our website, services, and products. If you do not agree with any part of this agreement, please refrain from using our services.

### 2. Definitions

"Company," "we," "our," or "us" refers to LekkerWeb.com.

"Customer," "you," or "your" refers to any individual or entity using our services.

"Services" include website design, hosting, maintenance, and other related digital services provided by LekkerWeb.com.

### 3. Services Provided

LekkerWeb.com offers website design, development, hosting, maintenance, and related services. Each service has specific terms, pricing, and service level agreements (SLAs) that must be agreed upon before commencement.

### 4. Payment Terms

Website design services require a once-off design fee as agreed upon before work begins.

Hosting and maintenance services are billed monthly and must be paid in advance.

Failure to make timely payments may result in suspension or termination of services.

LekkerWeb.com reserves the right to change pricing with a 30-day notice.

### 5. Customer Responsibilities

You are responsible for providing accurate and complete information necessary for the development and maintenance of your website.

You must ensure your website content complies with applicable laws and regulations, including but not limited to the South African POPIA Act.

You are responsible for keeping your login credentials secure and confidential (if supplied)

Regular backups are conducted by us, but you should maintain independent backups of your website content as an added security measure.

### 6. Security and Data Protection

We implement security measures to protect your website and data. However, we are not liable for security breaches resulting from negligence or unauthorized access due to customer actions.

You agree to follow best security practices, such as using strong passwords and updating plugins and themes as required.

### 7. Content Ownership and Intellectual Property

You retain full ownership of all original content you provide for your website.

Any custom code or design elements created by LekkerWeb.com remain our intellectual property unless otherwise agreed upon in writing.

You grant us a limited license to use your website for promotional and portfolio purposes.

## **8. Service Availability and Uptime Guarantee**

We strive to provide 99.9% uptime for all hosted websites.

Scheduled maintenance and unavoidable downtime will be communicated in advance whenever possible.

We are not responsible for downtime caused by third-party services, force majeure events, or customer modifications leading to website failure.

## **9. Termination of Services**

You may cancel services at any time with a 30-day written notice.

LekkerWeb.com reserves the right to terminate services for non-payment, violation of terms, or misuse of our services.

Upon termination, you will receive a backup of your website, but continued hosting or domain management will require transfer to a new provider.

## **10. Refunds and Disputes**

Refunds are provided only in cases where LekkerWeb.com fails to deliver agreed-upon services within the specified timeframes.

No refunds are given for completed design work or ongoing hosting and maintenance fees.

Any disputes must be submitted in writing within 14 days of the issue arising.

## **11. Limitation of Liability**

LekkerWeb.com is not liable for indirect, incidental, or consequential damages arising from the use or inability to use our services.

We are not responsible for lost revenue, lost data, or business interruptions resulting from website failures beyond our control.

## **12. Changes to This Agreement**

LekkerWeb.com reserves the right to update this agreement as needed. Customers will be notified of any significant changes via email or website notice.

## **13. Governing Law**

This agreement is governed by the laws of South Africa. Any disputes shall be settled in South African courts.

## **14. Contact Information**

For questions or concerns about this agreement, contact us at [info@lekkerweb.com](mailto:info@lekkerweb.com).

By using LekkerWeb.com services, you acknowledge that you have read, understood, and agreed to this Customer Agreement.