



## TERMS AND CONDITIONS

### 1. Project Terms

During the project briefing, it is client's responsibility to provide us with clear guidelines along with the flow or specific details you may require. When such details are not provided, we will proceed with our understanding of your requirements and quote accordingly. At a later stage, if a discrepancy arises, it may lead to additional costs to accommodate the changes. Thus, it is essential that you clarify every aspect of your project and ensure that you have been quoted on the right requirements.

Once proposal has been finalized, any additions, changes or enhancements in the functionality or design of the project will affect the proposal and may incur additional cost and a revised delivery date. All additional work, over and above the estimates is charged separately. Under no circumstances will Beys be liable for any delays caused by change in the project brief.

Any complexity related to specific deliverable, must be advised in advance and included in the proposal for costing purposes. We operate in good faith and rely on our clients to disclose the full picture of their expectations. Any discrepancy arising due to unclear requirements or expectations will not be borne by Beys.

Project content and all related materials need to be provided to us within the first two weeks of starting the project. Any delays thereafter may delay the project and may incur additional charges if it goes beyond reasonable timeframe.

The client must recognize that at times there may be unforeseen circumstances that will delay the work process, particularly with reference to the integration of third party software. We will try our best to complete the project as agreed in the proposal. As long as it is within a reasonable period, the client agrees not to penalize us for any genuine delay, when every effort to keep the project on the proposed schedule is taken.

Beys takes no responsibility of any of the third party products, software or components used in the website development such as payment gateway, SSL certificates etc. We suggest you to take regular back-ups to avoid any disruptions.

Beys takes no responsibility of any open source products such as Word Press, Open Source carts, Joomla etc. It is client's responsibility to update all components and third party softwares.

Beys offers packages in co-ordination with third party providers. Changes to the third party provider's rules and policies may ultimately affect the services we provide or the terms and conditions herein.



Beys CMS is a proprietary CMS of Beys. Beys owns copyrights of all codes written for any client, unless arrangements are made prior to start of the project. Beys warrants a license to use any custom built software for the client, for their use only. This license is granted while paying for the hosting. Beys CMS cannot be transferred to any external host; this includes any access to the software codes.

Domain registration charges are not included as a part of the proposal unless mentioned otherwise.

Hosting charges are not included in the quotations unless mentioned otherwise. Beys can organise an appropriate hosting solution if required, a quote for which will be submitted separately and approved by the client.

Where clients decide to organise their own hosting, we should be consulted before finalising the type of hosting and database, as it should meet the requirements of the technology used for the development. Please note that we'll require full access with hosting support for testing and deploying the application. Beys will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.

Beys cannot give access to their test servers and test websites to the clients or any third party.

Technology support of additional 5 working hours is given to all medium and large size projects, for any basic modification or changes, which may be utilized for up to a period of one month after the delivery. Please note that these support hours are not applicable if the design or coding or any other aspect of the website has been altered by anyone other than the Beys team.

## **2. Payment / Refund Terms**

All prices are quoted in Tanzania Shillings/ United States Dollars and are exclusive of VAT.

All invoices are to be processed as per the schedule via your preferred method of payment.

Milestone payments must be made within 5 working days of each milestone/schedule, unless mutually agreed otherwise. Final payment must be made prior to project is completed.

Receipt of payment is deemed as acceptance of the quote, milestone, delivery or project.

Beys reserves the right to negotiate and refund appropriate portion of the amount paid by customer towards the requested service. If you cancel your order after making the payment, but the work has not commenced, we will refund 75% of the payment that you have already made. If the order is cancelled



after the commencement of work, the maximum refund or charge will be 50% of the invoice. There will be no refund or adjustments if cancellation is called when more than 50% of the work has been completed. All cancellations must be received in writing and can be sent via regular mail, email or fax. *Telephone requests on cancellations will not be accepted.*

For minor or once-off works, payments need to be made either in advance or as per the terms mentioned in the invoice/proposal. If you require any changes to the terms, you must inform us in writing (emails accepted) within two working days of the receipt of the same.

**a. Late fees and charges**

All outstanding invoices will incur a late payment fee of 10% of the pending amount and an administration fee of USD 5.50 per month, from the due date.

**b. Due date**

Is the date on which the payment is due as per the terms on the invoice/proposal

**c. Outstanding Invoice**

An invoice is deemed to be outstanding if the payment is still due after 14 days of the expiry of the due date.

**d. Debt Collection**

Client is provided a further 7 days after late payment fee is applied to pay the invoice. Failure to pay will result in the outstanding amount referred to a debt collector. Beys will not be liable for any costs or charges associated with the recovery of the outstanding amount. Any charges associated with the recovery of the outstanding amount (debt collectors, administration charges, legal fees) will be referred to the client for processing.

If you are late with a payment or have any queries regarding the Invoice, please contact Finance Manager immediately on receiving the invoice or reminder emails.

All communications/correspondences is generally done via emails. It is client's responsibility to keep us updated with their relevant email addresses.

Any payment relating to the domain name registration renewal or hosting or any 3rd party products or service purchased on behalf of the client will have to be in full and is non-refundable. In case of web-hosting renewals all cancellations must be notified to us 30 days before the renewal date.



If client chooses a 3rd party hosting provider prior to starting a project, Beys will build and test the website on one of our own servers or hosted domains. The website may be transferred-off to the nominated 3rd party server upon full payment of all invoices and dues.

### **3. Intellectual Property**

All content of this website is a property of Beys unless otherwise specified. Beys reserves the right to change the content or policies without any prior notice.

The project related copyrights can be transferred to the client at an additional cost, after the full payment of the project and upon signing the Certificate of Acceptance. Beys reserves the rights to refuse the transfer of ownership if irregular circumstances arise.

Copyrights handed over to the client do not include rights to re-use the code for another website or re-sell the programming codes for any commercial or non-commercial purposes. In the case of business restructuring or ownership change, ownership of the website may be transferred from one owner to another. New owners are not allowed to re-sell or re-use for any commercial or non-commercial purpose. Beys CMS is a proprietary CMS of Beys and cannot be transferred to any external host.

In an event of a Webmaster change, site owners are not allowed to display the credits to the new website, unless such time that the website functionality and appearance is changed by over 50% of our original work.

### **4. Disputes, Liability and Indemnity**

In an event of a dispute, Beys reserves the right to charge the client in full for the work done as well as for the resources spent in managing the dispute. In such an event, Beys reserves the right to charge the client without honoring any discounts that were previously honored in good faith. Under no circumstances will Beys be liable for any damages arising from misrepresentation or misinformation.

Beys reserves the right to refuse service to any client, if these are not aligned with our business operating principles and policies.



Beys provides its services as is, without any guarantees on security or other issues leading to loss of data, sale or reputation. We ensure to the best of our ability that our systems and servers are protected from hackers, viruses, intruders and other online and offline problems, however we will not be held liable for any disruption of services if such situation arises.

Relationship of Beys with its suppliers, partners and sub-contractors is of an independent nature. None of the parties have any power, right or authority to interfere or bind the other or assume or create any obligation or responsibility, whether expressed or implied, on behalf of the other or in the other's name.

Client will indemnify and hold Beys, its licensors, content providers, service providers, employees, agents, officers, directors, contractors and sub-contractors (the "Indemnified Parties") harmless from your breach of any of these Terms and Conditions or any other terms, conditions, policies or procedures herein, including, without limitation, any use of content other than as expressly authorized in these Terms and Conditions. Client agrees that the indemnified parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify and hold harmless the Indemnified Parties from any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information obtained from Beys.

Beys will not be liable for any breach of the agreement which is caused by a matter beyond its reasonable control including but not limited to Act of God, fire, lightning, explosion, war, disorder, flood, earth quake, industrial disputes (whether or not involving their employees), extremely severe weather, or acts of local or central government or other competent authorities.

## **5. Hosting Terms**

Hosting is an annual charge, which must be paid in advance for the whole year. Except if the client is under one of our Maintenance packages.

It is the client's responsibility to renew the hosting in time ie. before the expiry date. Failure to renew in time can lead to loss of files, data, emails, backups etc. All unpaid hostings are disabled or deleted from the server.

All renewals must be paid by ten working days prior to the expiry date. Beys will not be responsible for issues relating to delayed payment.



**a. Cancellation/Termination:**

Hosting Cancellation requests must be sent in writing or by email one month prior to the expiry of the same. Once the hosting has been renewed, it cannot be cancelled and must be paid for the full year.

If the hosting is not paid and renewed before the expiry date. We reserve the right to disable the hosting and all associated services including emails and dns records. Additional charges will be applicable to re-enable the hosting. Beys will not be responsible for any loss of data, files, emails, backups, restoration costs etc.

If a hosting has been cancelled / disabled then all files, emails, databases and backups will be deleted from the server without any notification to the client.

Once all invoices are paid, it is client's responsibility to request for the files subject to the below:

- Beys is a proprietary CMS of Beys. Beys owns copyrights of all codes written for any client, unless arrangements are made prior to start of the project. Beys warrants a license to use any custom built software for the client, for their use only. This license is granted while paying for the hosting. Beys CMS cannot be transferred to any external host; this includes any access to the software codes.
- Beys CMS is a proprietary CMS of Beys and cannot be transferred to any external host.

**b. Emails:**

All emails are to be downloaded on the client's computer periodically. Email boxes must be kept within their quota limits. Periodical maintenance may be carried out on the email box and emails older than 6 months are deleted.

Client's must not use the email hosting for inappropriate content and other undesired emails which can result in spamming or infecting the server. Under such circumstances, immediate action will be taken and the required files and data will be deleted without any prior notice.

Beys offer packages in co-ordination with third party providers. Changes to the third party provider's rules and policies may ultimately effect the services we provide or the terms and conditions herein.

Hosting are on shared and non-shared servers hosted via third party providers. Beys ensures best to our ability that our systems and servers are protected from hackers, viruses, intruders and other online and offline problems, however we will not be held liable for any disruption of services if such situation arises.



### **c. Domains**

All domain registrations and renewals are to be paid in advance.

Expiration of a domain can result in service disruption and loss of domain.

Beys will not be responsible if a domain expires due to non-payment / late payment of the charges. All payments must be made by ten working days before the expiry date.

It is client's responsibility to renew their domain names with us.

All invoices and dues must be paid in full before we release the requested domain name.

Beys has the domains in a common pool account and therefore cannot give access to its domain control panel.

Beys offer packages in co-ordination with third party providers. Changes to the third party provider's rules and policies may ultimately effect the services we provide or the terms and conditions herein.

## **6. Annual Maintenance Terms**

### **a. Basic Annual Maintenance Package Terms:**

All maintenance packages are for a minimum of 12 months period

Maintenance packages are billed annually, however are paid monthly via direct debit on the 1st of every month.

Packages include 12 months basic website hosting, email hosting and DNS hosting

Packages are designed to serve minor website maintenance tasks only. Larger projects or updates are not included in the package.

Package includes one support request per month of up to 0.50 man-hour. Unused man-hours may not be rolled over to the next month.

Beys employs fair use policy, which means that although we don't formally transfer over any unused time to the next month or formally accumulate unused man-hours, we do understand that your needs may change from month to month, and we allow flexibility in good faith sometimes.



Any extra hours used will be billed separately @ \$35/hour exclusive VAT.

Support requests need to be sent via email to [support@beys.co.tz](mailto:support@beys.co.tz)

Any urgent tasks will be charged separately

The package is auto renewed every year on its anniversary date. However, a courtesy notification reminder will be emailed to you upon renewal.

**d. Payment terms:**

An invoice of monthly maintenance package fees will be sent to a client. We will only accept Cash or Cheque form of payment for monthly maintenance.

An Invoice of monthly maintenance package fees will be billed to the clients on the 1st day of every month.

An administrative fee of \$25 will be charged to the clients account for any late payments

More than three missed payments in a year may attract termination of the package and the client will need to pay immediately the entire remaining amount on the package.

There are absolutely no refunds for any fees related to the monthly maintenance package.

**e. Termination:**

In case Client need to cancel the auto annual renewal, please inform us in writing at least one month prior to the renewal date.

**f. Ongoing term**

For any reason if the Client decides to terminate an on-going maintenance package then they will need to pay the balance amount of the remaining months.

Beys reserves the right to terminate annual maintenance at anytime with written notice to the Client.

Please note that Beys reserves the right to change the terms and conditions without notice