

1. Introduction

These Terms and Conditions ("Agreement") govern the provision of services by Web Blits ("Company", "we", "us", or "our") to the customer ("Customer", "client", "you", or "your"). By using Web Blits' services, the customer agrees to abide by the following terms.

2. Service Guarantee and Liability

Web Blits guarantees 99% uptime for services, provided that any service outage is not attributable to failures originating from third-party service providers (e.g., AWS). Web Blits shall not be held liable for service downtime caused by force majeure events, third-party provider failures, or other external factors beyond its reasonable control. Maintenance shall be communicated to customers at least seven (7) days in advance via email.

3. Scope of Services

Web Blits provides website hosting, digital marketing, and related digital business services. The following services are explicitly excluded from Web Blits' scope of services: email hosting, IT hardware services, internet network or ISP-related services, and website security monitoring. Any additional services requested by a customer beyond the standard subscription package shall be billed separately.

4. Third-Party Licensing and Branding

Customers are not bound by licensing terms of any third-party service providers utilized by Web Blits. Web Blits retains the right to place branding in the website footer of all websites created. Additionally, Web Blits may, with prior written consent from the customer, include the customer's website in its portfolio for promotional purposes.

5. Intellectual Property

5.1 Customer-Owned Intellectual Property

All intellectual property provided by the Customer shall remain the sole property of the Customer at all times. This includes, but is not limited to, branding elements (such as logos, colour schemes, fonts, and brand identity), text content, images, media, and any other materials owned by the Customer prior to engaging the Company.

The Customer grants the Company a non-exclusive, royalty-free licence to use such intellectual property solely for the purpose of delivering the agreed services for the duration of the agreement.

5.2 Company-Owned Intellectual Property

Unless otherwise agreed in writing, all intellectual property created, developed, or implemented by the Company in the course of providing services shall remain the exclusive property of the Company.

This includes, but is not limited to:

- Website design, layout, structure, and user interface;
- Website functionality and technical implementation;
- Search engine optimization (SEO) strategies, configurations, and implementations;

- Digital performance systems and optimizations;
- Google Business Profile setup and management;
- Google Search Console configuration;
- Google Analytics setup and tracking implementation;
- Sitemap creation and integration.

The Customer is granted a limited, non-transferable, non-exclusive licence to use these elements solely for the duration of their active subscription to the Company's services.

5.3 Access and Use Restrictions

The Company-owned intellectual property, including all associated configurations, systems, and optimizations, remains under the control of the Company at all times.

The Customer acknowledges that:

- Access to these elements is conditional upon an active subscription;
- These elements may not be copied, transferred, replicated, or reverse-engineered;
- Ownership of these elements does not transfer to the Customer unless explicitly agreed in writing.

5.4 Buyout of Company-Owned Intellectual Property

Should the Customer elect to terminate or not renew the Company's services, the Customer may request to retain certain Company-owned intellectual property.

Such retention shall be subject to a once-off buyout fee, which will be determined by the Company at its sole discretion, based on the scope, complexity, and commercial value of the intellectual property at the time of termination.

Upon full payment of the agreed buyout fee:

- Ownership of the specifically agreed intellectual property will transfer to the Customer;
- The Company will provide reasonable access to, or handover of, the relevant assets required for continued use;
- Any ongoing services, support, performance optimization, or management by the Company will immediately cease.

5.5 Exclusions

Notwithstanding the above, the Company reserves the right to exclude certain intellectual property from any buyout.

This includes, but is not limited to:

- Proprietary tools, systems, and software;
- Automation workflows and AI-driven processes;
- Internal methodologies, frameworks, and optimization strategies;
- Reporting systems, dashboards, and performance tracking mechanisms.

These elements shall remain the exclusive intellectual property of the Company under all circumstances.

6. Marketing and SEO Services

Web Blits does not guarantee specific search engine rankings. Marketing outcomes are influenced by multiple external factors beyond the control of Web Blits. All marketing services are provided on a best-effort basis.

7. Modifications and Service Termination

Web Blits reserves the right to modify or discontinue its services, provided that prior notice is given to customers. Web Blits further reserves the right to terminate a customer's account in the event of a violation of these Terms and Conditions.

8. Subscription and Payments

Web Blits operates on a subscription-based business model. Customers shall be required to remit payment on a monthly basis in order to continue accessing Web Blits services. Payment shall be collected via debit order on the first (1st) day of each month. Web Blits retains the right to increase subscription fees on an annual basis, provided that customers are notified in advance.

9. Non-Payment and Chargebacks

In the event of non-payment, Web Blits shall make contact with the customer one (1) working day after the due date and again three (3) working days thereafter. If payment remains outstanding seven (7) working days past the due date, Web Blits reserves the right to suspend the customer's services. Customers shall not be entitled to request chargebacks once payment has been processed for the month. Customers are required to attempt resolution with Web Blits before initiating a payment dispute with their financial institution.

10. Third-Party Integrations and Liability

Web Blits may integrate its services with third-party providers, including but not limited to payment processors and APIs. Web Blits shall not be held liable for any service interruptions, cyberattacks, errors, or damages arising from such third-party integrations.

11. Customer Responsibilities

The customer is responsible for maintaining the security of their login credentials. Web Blits shall not be held liable for any breaches that occur due to customer negligence in securing their accounts.

12. Customer Indemnification

Customers shall indemnify and hold harmless Web Blits against any legal claims, liabilities, losses, or damages arising from the content hosted on the customer's website or the use of Web Blits' services.

13. Data Protection and Confidentiality

Web Blits shall take all reasonable measures to protect any sensitive business or marketing data provided by customers. Such data shall not be disclosed or used for any purposes other than those necessary for service delivery.

14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa. Any disputes shall be resolved through mediation before legal proceedings are initiated. Any disputes arising in relation to these Terms shall be resolved in a competent court of law within the jurisdiction of South Africa.

15. Communication & Notices

Web Blits will communicate all important service updates via email notifications. Customers must contact Web Blits via the official info email address for support.