

WEBSITE MAINTENANCE AGREEMENT

Business Name: Z4 SOFTWARE

Client Name: _____

Effective Date: _____

This Website Maintenance Agreement ("Agreement") is entered into by and between **Z4 SOFTWARE** ("CEO") and the Client named above ("Client"). By signing this Agreement, the Client acknowledges and agrees to the terms and conditions set forth herein. This Agreement applies to the ongoing maintenance of websites designed and developed by Z4 SOFTWARE.

1. PURPOSE

The purpose of this Agreement is to outline the maintenance services provided by Z4 SOFTWARE, including website updates, security monitoring, backups, repairs, and minor edits. The Agreement ensures that the Client's website remains functional, secure, and up-to-date, and establishes the responsibilities of both parties.

2. SCOPE OF SERVICES

The Designer agrees to provide the following services as part of the maintenance plan:

1. **Software Updates:** Regular updates to website software, plugins, and themes to ensure compatibility and security.
2. **Security Monitoring:** Monitoring and implementing security measures to prevent hacking or malware attacks.
3. **Backups:** Regular backups of website files and databases, stored securely for restoration purposes.
4. **Minor Edits:** Small text or image changes as requested by the Client, subject to a reasonable limit.
5. **Repair Services:** Restoring website functionality in the event of system-related issues, plugin conflicts, or other technical errors not caused by the Client.

This Agreement **does not include** major redesigns, additional pages or features, content creation, SEO campaigns (unless specifically purchased), hosting services (if not included), or repair of issues caused by third-party services beyond the Designer's control.

3. CLIENT RESPONSIBILITIES

The Client agrees to:

1. Provide all content, images, and information necessary for updates or edits in a timely manner.
2. Notify the Designer promptly of any issues, errors, or desired changes.
3. Ensure all provided materials are legal and do not infringe upon intellectual property rights.
4. Maintain timely payments for the maintenance plan and any additional services requested.

Failure by the Client to provide required materials or notifications may delay the maintenance service and does not constitute a breach by the Designer.

4. FEES AND PAYMENT

The monthly fee for the maintenance plan is **R700 per month**, payable in advance on the first day of each month. Payment may be made via bank transfer or other agreed-upon methods.

Late Payments

If the Client fails to make payment within seven (7) days of the due date, the Designer may temporarily suspend maintenance services until payment is received. Continued non-payment may result in termination of this Agreement.

5. REPAIR FEES

If the Client requests repairs for damage caused by their actions (e.g., deleting content, modifying code, or installing incompatible plugins), the following fees apply:

- **Without maintenance plan:** R3000 per incident
- **With active maintenance plan:** R2500 per incident

Repairs due to third-party service failures (e.g., hosting, domain, or APIs) will be billed separately.

6. TERM AND TERMINATION

This Agreement is effective from the date signed and will continue on a **month-to-month basis** unless terminated by either party with **30 days' written notice**.

Termination by the Client does not entitle the Client to a refund for any fees already paid. Termination by the Designer may occur in cases of non-payment, harassment, or breach of professional conduct by the Client, with no refund for the current billing period.

7. PROFESSIONAL CONDUCT

All communication between the Designer and the Client must remain professional and respectful. Harassment, threats, or abusive behaviour may result in suspension or termination of the maintenance services. Legal action may be taken in cases of harassment or breach of contract.

8. LIABILITY

The Designer is not liable for:

- Loss of income resulting from website downtime
- Client-caused damage
- Third-party service failures (hosting, domains, APIs, plugins)
- Security breaches caused by actions outside of the maintenance scope

The Designer will, however, perform all services outlined in this Agreement to the best of their ability and in a timely manner.

9. INTELLECTUAL PROPERTY

All intellectual property rights in the website remain with the Designer until full payment for any associated services (including the website itself) has been received. Maintenance services do not transfer ownership of any content, design, or code to the Client.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising under this Agreement shall be resolved in the competent courts of South Africa.

AMOUNT DUE

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11. FULL AGREEMENT

By signing this Agreement, both parties acknowledge that they have read, understood, and agreed to all terms and conditions set forth. This Agreement constitutes the entire understanding between the Designer and Client regarding website maintenance.

Client

Name: _____

Signature: _____

Date: _____

Z4 SOFTWARE

Name: _____

Signature: _____

Date: _____