Rytronix (PTY) Ltd.

Web-Development
&
Hosting Package

Terms & Conditions.

Rytronix (Pty) Ltd – Web-Development & Hosting Package Terms and Conditions

Web-Development & Hosting Package Terms and Conditions

1.   Purpose and Status

1.1   These Web-Development & Hosting Package Terms ("**Hosting Terms**") regulate the supply of any Standard Website Package (Bronze, Silver, Gold, Platinum, Platinum Plus) or E-Commerce Package (Bronze, Silver, Gold) as advertised at https://www.rytronix.co.za/Development.html.

1.2   The Hosting Terms form an integral part of the Rytronix General Terms & Conditions ("**General Terms**"). Should a conflict arise, the Hosting Terms prevail for all matters specific to hosting, maintenance and website packages.

1.3   All capitalised expressions carry the meaning assigned to them in the General Terms unless defined differently herein.

2.   Definitions

"**Package**" – the bundle of website design, CMS deployment, domain registration, email accounts, SSL (where included), shared SSD hosting, maintenance hours and related services comprising the tier selected by the Client.
"**Business Day**" – any day other than a Saturday, Sunday or South African public holiday.
"**Service Order**" – the quotation, proposal, invoice or electronic checkout forming the Client's order record.
"**Go-Live Date**" – the date on which the website (or online store) is published on the internet or, where publication is delayed by the Client, the 30th calendar day after first invoice.

3.   Term of Service

3.1   **Fixed Term.** Every Package is supplied for a **twelve (12)-month fixed term** commencing on the Go-Live Date. Early termination by the Client during this initial term is not permitted, save where an unqualified right to cancel is conferred by statute.

3.2   **Automatic Renewal.** On expiry of the fixed term the Package continues **month-to-month**; either party may then terminate on **thirty (30) days' written notice**.

3.3   **Upgrade/Downgrade Movements.** Mid-term upgrades take immediate effect once the pro-rated fee is paid. Downgrades are actioned at the next billing cycle and only if the site falls within the lower tier's technical limits.

4.   Fees, Billing and Non-Payment

4.1   All fees are payable **monthly in advance** via EFT, credit/debit card or another gateway approved by Rytronix.

4.2   Invoices are due on the date of issue.
Where payment **has not reflected within seven (7) calendar days** Rytronix may, without further notice, **deactivate** the website, email accounts and databases until the outstanding balance and a reasonable reconnection charge are settled in full.

4.3   Interest accrues on overdue sums at the maximum mora rate prescribed by the National Credit Act. Rytronix may recover all legal and collection costs on the attorney-and-client scale.

4.4   The Client may not withhold payment or set off any amount against Rytronix invoices.

5.   Package Inclusions

5.1   **Domain & Email.** Rytronix will register **one (.co.za) domain name** in the Client's name (first-year registry fee included). Annual renewals are billed at prevailing registry tariffs. Email accounts are provisioned up to the limit applicable to the selected tier.

5.2   **SSL Certificates.** A Domain-validated SSL certificate is **included** in Gold and higher Standard tiers and in every E-Commerce tier. Bronze and Silver Clients may purchase SSL as an optional add-on.

5.3   **Maintenance Hours.** Monthly maintenance hours (1 - 20 hours, tier-dependent) may be consumed for small content edits, plugin updates and minor design tweaks. Unused hours **expire at month-end**.

6.   Support

6.1   All technical support and maintenance requests must be logged by email to **support@rytronix.co.za**.
This channel constitutes the official ticketing system, ensures a time-stamped audit trail and allows assignment to the project developer.

6.2   Response targets:
acknowledgement within
(i)   one (1) Business Day for Bronze–Silver;
(ii)   within four (4) working hours for Gold;
(iii)   priority response (<2 working hours) for Platinum, Platinum Plus and E-Commerce Gold.

6.3   Support is provided during Rytronix business hours (08:00–17:00 GMT+2, Monday–Friday).
After-hours remediation is limited to uptime emergencies for tiers entitled to an SLA.

7. Migration and CMS Transfer

7.1 After completion of the initial 12-month term the Client may migrate the website to another host or platform by—
(a) providing **thirty (30) days' written notice**, and
(b) settling the quoted **Content-Extraction / Redevelopment Fee** (to compensate Rytronix for packaging proprietary or licensed components, databases and files).

7.2 Upon receipt of the fee Rytronix will deliver the website source files, SQL dump, media assets and domain transfer token (EPP) in a secure manner and furnish reasonable remote assistance to the new provider.

8. Acceptable-Use and Resource Limits

8.1 The Client shall not publish unlawful, infringing or harmful content, send unsolicited bulk e-mail, run resource-intensive scripts or otherwise breach Rytronix's Acceptable-Use Policy and Terms and Conditions.

8.2 If the Client's site persistently exceeds the CPU, RAM, I/O or bandwidth allocations of the subscribed tier, Rytronix may require an upgrade; failing that Rytronix may throttle or suspend the service.

9. Service Levels, Warranties and Liability

9.1 Rytronix targets **99 % monthly network uptime** for Standard hosting and **99.9 %** for Gold upward. Downtime credits are limited to a pro-rated share of the monthly fee; they are the Client's sole remedy for uptime shortfall.

9.2 Except for warranties mandated by the CPA, Services are rendered "voetstoots" and "as is".

9.3 Rytronix's total aggregate liability for direct damages shall not exceed **the lesser of three (3) months' Package fees or R 25 000**. Rytronix shall in no circumstances be liable for indirect or consequential loss (including loss of profits, data or goodwill).

10.   Suspension and Termination

10.1   Rytronix may suspend Services immediately for non-payment (clause 4) or material AUP breach (clause 8).

10.2   If suspension endures for thirty (30) days for non-payment, Rytronix may delete all data and cancel the Package; outstanding fees remain due.

10.3   Upon any termination, Rytronix exercises a lien over site files until all amounts owing are paid in full.

11.   Data Protection

Rytronix acts as **Operator** in terms of POPIA; the Client remains the **Responsible Party** for any personal information processed through the hosted site. Rytronix implements appropriate safeguards and notifies the Client of data-breach incidents without undue delay.

12.   Electronic Acceptance

Payment of the first invoice, ticking "I accept" during online checkout, or otherwise providing electronic assent constitutes binding acceptance of these Hosting Terms in accordance with section 13 of the Electronic Communications and Transactions Act 25 of 2002.

*These Hosting Terms are effective as of **6 May 2025** and shall apply to all new and renewing Packages from that date forward.*