



TERMS & CONDITIONS OF SERVICE

Welcome to Dragonfly. We believe in honest business, transparent pricing, and clear communication. These Terms & Conditions are here to protect both of us and to ensure we are 100% aligned on how we work together.

1. The Service: What's Included (And What's Not)

We specialize in high-performance landing pages and small business websites.

- **Included:** All items explicitly selected and confirmed in your **Project Build Plan** (e.g., design, mobile optimization, lead generation forms, and WhatsApp integration).
- **Not Included:** Unless specifically added to your plan, our services do not include professional copywriting (writing your text), professional photography, logo design, or managing third-party advertising spend (like Google or Meta Ads).

2. Payments & Deposits

To keep our studio running and your project moving, we operate on a structured payment schedule:

- **Deposit:** A **50% non-refundable deposit** is required before any design or development work begins.
- **Final Payment:** The remaining **50% balance** is due upon project completion, but *before* the website goes live on your domain.
- **Monthly Fees:** If you choose a Monthly Support Plan, fees are billed at the start of each month via EFT or Card.

3. Ownership, Domains & Hosting

We believe you should own your digital assets.

- **After Full Payment:** Once the final invoice is settled, you own the visual design and the content of the website.
- **Domains:** Your domain registration is included in your base package and managed by Dragonfly on your behalf. If you have already purchased a domain elsewhere, we offer a domain connection service to link it to your site. Either way, your domain remains yours — we will transfer full control to you at any time upon request.
- **Hosting:** If you host with us, we manage the technical environment. If you choose to host elsewhere, our responsibility ends once we deliver the site files/credentials to you. We are not responsible for the server performance or security of third-party hosting providers.

4. Timelines & Client Responsibilities

We move fast, but we need your help to stay on track.



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- **The Clock Starts:** Project timelines (e.g., "1 week build") only begin once the deposit is paid AND we have received all necessary content (text, images, and login details) from you.
- **Delays:** If a project is stalled for more than 14 days due to a lack of feedback or content from the client side, the project will be moved to the back of our queue and may incur a "re-start" fee.

5. Revisions & Scope Creep

To prevent "Scope Creep" (where a project grows bigger than the original price), we follow a strict revision policy:

- **The Round System:** You are entitled to **two (2) rounds of minor revisions** after the initial draft is presented.
- **Major Changes:** Requests for new features, new pages, or changing the entire design direction after the build has started are considered "Out of Scope" and will be quoted separately.

6. Guarantees & Technical Support

- **Our Promise:** We guarantee that your site will function as described in your plan at the time of launch.
- **Post-Launch:** We provide 7 days of complimentary technical support after launch to fix any bugs. After this period, any updates or fixes are billed at our standard hourly rate (unless you are on a monthly management plan).

7. Cancellations & Refunds

- **By Client:** If you choose to cancel the project after work has begun, the 50% deposit is retained to cover our time and resources.
- **By Dragonfly:** In the unlikely event that we cannot complete your project due to unforeseen circumstances, we will refund you pro-rata based on the work remaining.

8. Liability

Dragonfly builds the "vehicle," but you are the "driver." We are not liable for any loss of profit, loss of data, or business interruptions caused by server downtime, third-party plugin failures, or your website's performance in the market. We do not guarantee specific sales figures or Google ranking positions.

9. Governing Law

These terms are governed by the laws of the **Republic of South Africa**. Any disputes will be settled within the jurisdiction of South African courts.



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10. Service Disclaimers

- **No Guarantee of Earnings:** While Dragonfly builds tools designed to improve conversion and visibility, we do not guarantee specific financial results, lead volumes, or a specific "Number 1" ranking on Google. Success depends on the client's industry, market conditions, and external advertising efforts.
- **Third-Party Services:** Dragonfly is not responsible for the stability or uptime of third-party platforms (e.g., WhatsApp, PayFast, Google, or Hosting Providers).
- **Content Accuracy:** The Client is responsible for the accuracy of all text, pricing, and information provided for the website. Dragonfly is not liable for errors in content provided by the Client.

11. Acceptance of Terms

By signing below, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions set forth in this document.

Client Confirmation: I, _____ [Full Name of Client],
representing _____ [Company Name, if applicable],
hereby agree to the terms and conditions as stated above.

Signature: _____

Date: _____

Accepted on behalf of Dragonfly:

Signature: _____

Date: _____