



Important — Please Read Carefully

These Terms and Conditions govern all Website Launch Plans offered by 4Sight 4Ward Digital Solutions. By signing up for a Website Launch Plan, the Client confirms they have read, understood and agreed to these Terms in full.

1. THE WEBSITE LAUNCH PLAN

1.1 4Sight 4Ward Digital Solutions ("4Sight 4Ward", "we", "us") provides website design, development, hosting, maintenance and support services under monthly Website Launch Plans ("the Plan").

1.2 The Website Launch Plans currently offered are:

Plan	Monthly Fee	Agreement Term	Development Value
Essentials	US\$75	12 months	US\$450
SME Growth	US\$100	12 months	US\$750
Corporate Elevate	US\$150	24 months	US\$1,700

1.3 All Website Launch Plans are offered with no upfront development cost. The monthly fee covers two components:

- (a) Development component — contributing toward the recovery of the website development cost; and
- (b) Operational component — covering hosting, maintenance, support, email services and security for that month.

1.4 The development value per Website Launch Plan is fixed and stated in clause 1.2. This is the total development cost the Client's monthly payments contribute toward recovering.

2. PAYMENT

2.1 The Plan commences on the date this agreement is signed. The first monthly instalment is due on the commencement date and subsequent instalments are due on the same date each month thereafter.

2.2 Payments not received within seven (7) days of the due date may result in suspension of services including hosting, email and website access.

- 2.3 Payments not received within thirty (30) days of the due date may result in suspension of services and commencement of termination procedures at 4Sight 4Ward's discretion. Termination under this clause does not release the Client from any outstanding obligations under these Terms.
- 2.4 All fees are quoted and payable in United States Dollars (USD).
- 2.5 In the event of late payment, 4Sight 4Ward reserves the right to charge interest at a rate of 1.5% per month on any outstanding balance.

3. MINIMUM COMMITMENT PERIOD

3.1 Each Website Launch Plan is subject to a minimum commitment period during which the Client may not cancel. The minimum commitment periods and amounts are as follows:

Plan	Min. Commitment Period	Min. Amount Payable	Development Value
Essentials	6 months	US\$450	US\$450
SME Growth	8 months	US\$800	US\$750
Corporate Elevate	12 months	US\$1,800	US\$1,700

- 3.2 The Client may not cancel or terminate the Plan before the minimum commitment period has been completed. Should the Client cease payments, abandon the Plan, or purport to terminate the agreement before the minimum commitment period has been satisfied, the following consequences shall apply:
 - (a) The full outstanding minimum amount payable (as stated in Clause 3.1) shall become immediately due and payable as a liquidated debt, less any instalments already paid to date.
 - (b) 4Sight 4Ward reserves the right to pursue the outstanding amount through legal proceedings, including the recovery of costs, interest at 1.5% per month on the outstanding balance, and any reasonable legal fees incurred in the enforcement of this agreement.
 - (c) All services including hosting, email, maintenance and support shall be suspended immediately upon default, and the website and all associated assets shall remain the sole property of 4Sight 4Ward until all outstanding amounts have been settled in full.
- 3.3 The minimum commitment period exists to ensure the development cost invested by 4Sight 4Ward in building the Client's website is reasonably recovered before any termination is effected.
- 3.4 By the end of the minimum commitment period, the total amount paid by the Client will have fully covered or exceeded the stated development value for that Plan. No additional development balance will be outstanding at the point of cancellation after the minimum period.

4. CANCELLATION AFTER THE MINIMUM COMMITMENT PERIOD

- 4.1 After the minimum commitment period has been satisfied in full, the Client may cancel the Plan by providing sixty (60) days' written notice to info@4sight4ward.com.
- 4.2 During the sixty (60) day notice period all monthly instalments remain due and payable as normal and all services will continue to be provided.
- 4.3 After the notice period has elapsed and all outstanding amounts have been settled, 4Sight 4Ward will cease providing all operational services including hosting, email, maintenance and support.
- 4.4 Upon cancellation after the minimum commitment period, the Client has two options:

<p>Option A — Cancel Without Ownership</p> <p>The Client walks away with no further financial obligation. The website, its design, code and all associated development assets remain the property of 4Sight 4Ward Digital Solutions.</p>	<p>Option B — Cancel With Ownership Transfer</p> <p>The Client settles any outstanding development balance and ownership of the website transfers to the Client in full. See Clause 5 for full details.</p>
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4.5 If the Client cancels at or after the minimum commitment point, the development value will have been fully recovered through monthly payments. No additional development balance will be due in order to effect the ownership transfer under Option B.

5. WEBSITE OWNERSHIP AND DEVELOPMENT BALANCE

5.1 Until the full development value of the website has been recovered through monthly payments, the website, its design, code and all associated development assets remain the intellectual property of 4Sight 4Ward Digital Solutions.

5.2 The outstanding development balance at any point in time is calculated as follows. As each monthly instalment covers two components — a development component and an operational services component — only the development portion of each payment is applied toward reducing the development balance. The applicable development component per Plan is set out in Clause 5.2A below.

$$\text{Outstanding Development Balance} = \text{Development Value} - (\text{Number of Monthly Instalments Paid} \times \text{Development Component per Month})$$

5.2A The monthly instalment for each Plan is allocated between a development component and an operational services component as follows:

Plan	Monthly Fee	Development Component	Operational Services Component
Essentials	US\$75	US\$45	US\$30
SME Growth	US\$100	US\$50.00	US\$50.00
Corporate Elevate	US\$150	US\$75.00	US\$75.00

5.2B The operational services component of each monthly instalment represents payment for live services rendered in that month (hosting, email, maintenance, support, and security). This portion is non-refundable and does not contribute toward the development balance. Any amount paid in excess of the outstanding development balance shall not be refundable and shall be deemed to have been applied toward operational services rendered. The outstanding development balance shall not fall below zero and no credit or refund shall arise from overpayment of the development component.

5.3 The development balance position at the minimum commitment point per Website Launch Plan is as follows:

Plan	Dev. Value	Paid at Min. Commitment	Outstanding Balance
Essentials	US\$450	US\$450 (6 × US\$75)	US\$0
SME Growth	US\$750	US\$800 (8 × US\$100)	US\$0
Corporate Elevate	US\$1,700	US\$1,800 (12 × US\$150)	US\$0

5.4 Clients who cancel at or after the minimum commitment point and wish to retain ownership shall have no outstanding development balance to settle. Ownership transfer will be effected at no additional cost.

5.5 Should a Client cancel before the minimum commitment period — which is not permitted under Clause 3 except in cases of material breach by 4Sight 4Ward as defined in Clause 5.5A — and wish to retain ownership of the website, the full outstanding development balance (calculated in accordance with Clause 5.2) must be settled before ownership transfer is effected. Early cancellation does not extinguish the Client's obligation to settle the outstanding minimum amount payable as set out in Clause 3.2.

5.5A For the purposes of these Terms, a material breach by 4Sight 4Ward shall mean any of the following, provided that the Client has notified 4Sight 4Ward in writing and 4Sight 4Ward has failed to remedy the breach within fourteen (14) days of receiving such notice:

- (a) Failure to deliver the initial website within sixty (60) days of the Plan commencement date where such delay is solely attributable to 4Sight 4Ward;
- (b) Sustained and unresolved failure of hosting or email services for a continuous period exceeding seven (7) days where such failure is within 4Sight 4Ward's reasonable control; or
- (c) Fundamental failure to provide the agreed services under the Plan for a continuous period exceeding thirty (30) days without valid justification.

5.6 Upon full settlement of the development balance, 4Sight 4Ward will:

- Transfer ownership of the website design and front-end assets to the Client;
- Provide all relevant files, credentials and access within fourteen (14) business days; and
- Transfer the domain name to the Client's chosen registrar account.

5.7 If the development balance is not settled, the website, its design, code and all associated assets remain the sole property of 4Sight 4Ward. The Client shall have no right to use, reproduce, host or deploy the website following termination.

5.8 Domain names registered on behalf of the Client remain the property of the Client at all times and will be transferred to the Client upon request following settlement of all outstanding amounts.

6. OPERATIONAL SERVICES AFTER CANCELLATION

6.1 Following the effective date of cancellation, 4Sight 4Ward's obligation to provide hosting, maintenance, support, email services, security monitoring, backups and all other operational services ceases immediately.

6.2 No fees for future operational services not yet rendered shall be charged following the effective cancellation date.

6.3 The Client is responsible for making alternative hosting and service arrangements prior to the effective cancellation date to avoid any disruption to their online presence.

7. PRICE LOCK GUARANTEE — CORPORATE ELEVATE

7.1 Clients on the Corporate Elevate Plan are guaranteed that their monthly rate of US\$150 will not increase for the full duration of their 24-month agreement.

7.2 This price lock applies to the Plan fee only and does not apply to third-party costs such as domain registration renewals or premium third-party software licences where applicable.

8. POST-AGREEMENT HOSTING AND SUPPORT RETAINER

8.1 Upon completion of the full agreement term, the Plan will automatically transition to a month-to-month hosting and support retainer at the following rates:

Plan	Monthly Retainer Rate
Essentials	US\$30 per month
SME Growth	US\$50 per month
Corporate Elevate	US\$75 per month

8.2 The hosting and support retainer may be cancelled at any time by providing thirty (30) days' written notice. No minimum commitment applies during the retainer period.

8.3 At the retainer stage, full ownership of the website rests with the Client as the development value has been fully recovered through Plan payments.

9. SERVICE DELIVERY

9.1 4Sight 4Ward will use reasonable endeavours to deliver the initial website within thirty (30) days of the Plan commencement date, subject to the Client providing all required content, images, approvals and feedback in a timely manner.

9.2 Delays caused by the Client's failure to provide required materials, content or approvals on time do not constitute a breach by 4Sight 4Ward and do not affect the Client's payment obligations or the Plan commencement date.

9.3 Monthly updates are subject to a reasonable scope of work consistent with the Client's Plan tier. Large-scale redesigns, additional pages beyond the agreed package scope, or custom development work may be quoted separately.

10. CLIENT RESPONSIBILITIES

10.1 The Client is responsible for ensuring that all content, images, logos and materials provided to 4Sight 4Ward for inclusion on the website do not infringe any third-party intellectual property rights.

10.2 The Client indemnifies 4Sight 4Ward against any claims, damages or costs arising from the use of Client-supplied materials.

10.3 The Client is responsible for ensuring their website content complies with all applicable laws and regulations in Zimbabwe and any other jurisdiction in which they operate.

11. CONFIDENTIALITY

11.1 Both parties agree to keep confidential any sensitive business information shared during the course of the Plan and not to disclose such information to third parties without prior written consent.

11.2 This obligation of confidentiality survives the termination or cancellation of the Plan.

12. LIMITATION OF LIABILITY

12.1 4Sight 4Ward will not be liable for any indirect, consequential or loss-of-business damages arising from website downtime, technical faults or service interruptions beyond our reasonable control.

12.2 Our total liability in any matter arising from this agreement shall not exceed the total amount paid by the Client in the three (3) months preceding the claim.

12.3 4Sight 4Ward does not guarantee specific search engine rankings, website traffic volumes or business outcomes as a result of SEO or any other service provided under the Plan.

13. TERMINATION BY 4Sight 4Ward

13.1 4Sight 4Ward reserves the right to terminate the Plan immediately and without notice in the event of:

- Non-payment as described in Clause 2.3;
- The Client using the website for unlawful, fraudulent or harmful purposes; or
- The Client acting in a manner that brings 4Sight 4Ward into disrepute.

13.2 In the event of termination by 4Sight 4Ward under this clause due to Client default, any outstanding development balance remains due and payable by the Client.

14. DISPUTE RESOLUTION

14.1 In the event of a dispute, both parties agree to first attempt resolution through good-faith negotiation within fourteen (14) days of the dispute being raised in writing.

14.2 If resolution cannot be reached through negotiation, the parties may agree to refer the matter to mediation before pursuing legal proceedings.

15. GOVERNING LAW

15.1 These Terms and Conditions are governed by the laws of Zimbabwe. Any disputes that cannot be resolved through negotiation or mediation shall be subject to the jurisdiction of the courts of Zimbabwe.

16. AMENDMENTS

16.1 4Sight 4Ward reserves the right to update these Terms and Conditions at any time. Existing Clients will be notified of any material changes with a minimum of thirty (30) days' written notice. Changes will not affect the terms of any Plan already in force at the time of the amendment.

PLAN ACCEPTANCE

By signing below, the Client confirms they have read, understood and agreed to these Terms and Conditions in full.

CLIENT

Full name:

Business name:

Signature:

Date:

4SIGHT 4WARD DIGITAL SOLUTIONS

Representative name:

Signature:

Date:
