



Company
PRYSMA
(Pty) Ltd.
Registration Number
2026/302777/07

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Maxwell City Corporate Campus
Waterfall City
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2066

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<https://auraws.co.za>

04/2026

Terms and Conditions

Introduction

This document defines the terms and conditions of our working relationship. Unless otherwise agreed to in writing by both parties, by placing an order with PRYSMA (Pty) Ltd, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions

As used herein and throughout this Agreement:

Agreement; means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule(s), together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

Content; means all materials, information, photography, writings and other creative content.

Copyrights; means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under South African and International Copyright Law.

Deliverables; means the services and work product specified in the Proposal to be delivered by PRYSMA (Pty) Ltd to the CLIENT, in the form and media specified.

Services; means all services and the work product to be provided to CLIENT by PRYSMA (Pty) Ltd as described and otherwise further defined.

Trademarks; mean trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables.

Ongoing Management; means the ongoing work to keep the website functioning and secure. This includes, but is not limited to: data management, backups, maintenance, upgrades and software patches.

General Terms

Service you can Trust

PRYSMA's number one priority is to offer the CLIENT a professional web service, which may include but is not limited to web design, hosting, domain registration/renewal, maintenance, online advertising management, search engine optimisation, social media marketing and graphic design.

Authorisation

The CLIENT authorises PRYSMA (Pty) Ltd to perform the services outlined in this agreement on the CLIENT's behalf, which may include, but are not limited to, registering their domain, accessing their hosting account and disk space, creating databases and applications, managing their online advertising, and submitting their project to search engines.



Agreement Scope

Services supplied, costs, and rates are limited to what is specifically outlined in the service package agreement. Any additional services will require an additional agreement. Our agreement is for the full package containing various services. Should the CLIENT not utilise all services offered within the complete package, the CLIENT will still be liable for the full payment for the complete package.

Costs and Fees

Changes and additions outside of the scope of this document will be quoted and invoiced to the CLIENT. The CLIENT will be advised of all costs, changes and additions before commencement of the additional work. Fees for professional services do not include outside purchases, such as but are not limited to, software licensing, copyright licensing, photography, colour printouts, illustrations or courier service. Additional expenses are itemised on each invoice.

Production Schedules

Production schedules will be established and adhered to by both the CLIENT and PRYSMA (Pty) Ltd. Where production schedules are not adhered to by the CLIENT, the final delivery date or dates will be adjusted accordingly. Additional costs may be charged for CLIENT delays if the delays increase in time to manage or deliver the services.

Payment

The CLIENT agrees to pay PRYSMA (Pty) Ltd under the terms specified in each proposal/estimate. Payment will be due from the date of signing the agreement. If the CLIENT fails to pay any invoice, PRYSMA (Pty) Ltd reserves the right to withdraw the website and associated materials or refuse completion and/or delivery of work until past due balances are paid. All materials or property belonging to the CLIENT, as well as work performed, may be retained as security until all just claims against the CLIENT are satisfied. The CLIENT is responsible for any debt collection, legal or court fees that may come due. In the event of cancellation of the project before completion, the CLIENT will be liable for 1 month's payment as per the 30-day cancellation notice.

Confidentiality: PRYSMA (Pty) Ltd will not disclose to any third party or use, other than for this agreement, any knowledge or information imparted to or obtained by it during or in connection with the fulfilment of this agreement, which is of a secret or confidential nature relating to the business, equipment, processes, products, services or business strategies offered or employed by the CLIENT. This obligation of confidence will cease to apply to information that PRYSMA (Pty) Ltd is required to disclose by any law, or which becomes part of the public domain other than as a result of a breach by PRYSMA (Pty) Ltd of its obligations of confidence under this Agreement.

Outsourcing: If needed, PRYSMA (Pty) Ltd reserves the right to outsource any specific project requirements to ensure that the terms of this agreement are met. Any



subcontractors or external suppliers will be bound to the terms of this agreement.

Promotion

PRYSMA (Pty) Ltd is confident that the CLIENT's expectations will be exceeded and, as such, is notifying the CLIENT that PRYSMA (Pty) Ltd reserves the right to use the CLIENT's website, associated graphics and any unused ideas and development in the promotion of PRYSMA (Pty) Ltd services or any design competitions. CLIENT agrees to allow PRYSMA (Pty) Ltd to retain a credit and link from the footer of the website.

Copyright

The CLIENT is responsible for all trademark, service mark, copyright and patent infringement clearances. The CLIENT is also responsible for arranging, before publication, any necessary legal clearance of materials PRYSMA (Pty) Ltd uses for this project. The CLIENT indemnifies PRYSMA (Pty) Ltd against any loss or damage arising directly or indirectly from any unauthorised use of photographs, text, or other Intellectual Property not under the copyright ownership of the CLIENT.

Ownership / Project Copyright

PRYSMA (Pty) Ltd reserves all rights over working source files, databases and owns full ownership of the website and design. The CLIENT will not have access to the Control Panel, Database or FTP unless otherwise agreed to.

Open Source Software

PRYSMA (Pty) Ltd makes extensive use of open-source software and components to supply websites and services to the CLIENT. PRYSMA (Pty) Ltd will not charge additional licensing fees on open-source software. The CLIENT indemnifies PRYSMA (Pty) Ltd against any loss or damage arising directly or indirectly from any failure of software supplied to the CLIENT. All software and components not developed by PRYSMA (Pty) Ltd retain the original license and terms associated with them. PRYSMA (Pty) Ltd cannot assign any rights to the CLIENT, and the CLIENT agrees to be bound by the original Authors' terms.

Force Majeure

PRYSMA (Pty) Ltd shall not be deemed in breach of this Agreement if PRYSMA (Pty) Ltd is unable to complete the Services or any portion thereof because of fire, earthquake, labour dispute, an act of God, death, illness or incapacity of PRYSMA (Pty) Ltd or any local, provincial, national or international law, governmental order or regulation or any other event beyond PRYSMA (Pty) Ltd's control (collectively, Force Majeure Event;). Upon the occurrence of any Force Majeure Event, PRYSMA (Pty) Ltd shall give notice to the CLIENT of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

Limitation of Liability



The services and the work product of PRYSMA (Pty) Ltd are sold as-is. In all circumstances, the maximum liability of its Designers, Directors, Officers, Employees, Design Agents and Affiliates (PRYSMA (Pty) Ltd parties), to the CLIENT for damages for any causes whatsoever, and the CLIENT's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net cost of this project as specified in this Agreement. In no event shall PRYSMA (Pty) Ltd be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by PRYSMA (Pty) Ltd even if PRYSMA (Pty) Ltd has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

Termination / Cancellation

PRYSMA may terminate this Agreement with immediate effect, giving written notice to the other of such termination. The CLIENT may terminate the agreement by providing 30 days' written notice. The CLIENT will be liable for final payment during the 30-day notice period and all other outstanding balances. The CLIENT shall assume responsibility for the collection of all legal fees necessitated by default in payment.

Domain Names

All domain names are legally owned by the CLIENT. All domain name registrations are subject to availability and registration rules. PRYSMA (Pty) Ltd will manage the domain name(s) on behalf of the CLIENT unless the CLIENT requests in writing that the CLIENT manages their domain(s) and payment of fees. PRYSMA (Pty) Ltd has partnered with an Accredited Registrar with the ZA Registry in South Africa. The CLIENT indemnifies PRYSMA (Pty) Ltd against any loss or damage arising directly or indirectly from any failure of services related to domain renewals, registrations, or domain name trademarks.

Hosting

PRYSMA (Pty) Ltd will offer the suggested hosting package required for the CLIENT's project. The exact package required will determine the monthly cost. Due to website growth, disk space and an increase in traffic, the CLIENT will be responsible for any over-usage, charged per GB for Traffic per 10MB for Disk Space. Should the CLIENT decide to make use of their hosting provider, the CLIENT will be responsible for contacting the chosen host for support relating to hosting matters to ensure that PRYSMA (Pty) Ltd will have the correct hosting environment needed for the project. PRYSMA (Pty) Ltd will charge for costs incurred liaising with the hosting company and supporting the CLIENT with hosting-related issues. PRYSMA (Pty) Ltd will charge for costs incurred due to differences in the hosting environment if installation and management exceed standard time frames.

Browser Variance



Our websites are optimised for XHTML-compliant browsers and adjusted to support the latest versions of Google Chrome, Mozilla Firefox, and Microsoft Edge. We test using the browsers that are statistically the most commonly used. Layout and aesthetic elements may change or degrade in some browsers.

Colours

Website visitors use different monitors with different settings. The colours and image quality of the website, including graphics and photography, will shift between computers and monitors.

Testing and Acceptance of the Website

Once the project has, in the opinion of PRYSMA (Pty) Ltd, been completed, PRYSMA (Pty) Ltd will notify the CLIENT either verbally or in writing, and provide the CLIENT with an opportunity to test and review the website. If the CLIENT determines that the website does not comply with the Project Components agreed to in this document, PRYSMA (Pty) Ltd agrees to carry out any necessary and reasonable modifications.

Client Responsibilities

If the CLIENT or an agent of The CLIENT other than PRYSMA (Pty) Ltd attempts to update, edit or alter the site's template, infrastructure, source files or hosting management in a way that causes damage to individual pages or the site's architecture, time to repair web pages will be assessed at our STANDARD or OVERTIME hourly rate and is an additional cost above the costs outlined in the agreement.

Errors and Omissions

It is PRYSMA (Pty) Ltd's responsibility to carefully check for accuracy in all respects, ranging from spelling and technical illustrations and ensure an overall error-free environment. However, PRYSMA (Pty) Ltd is not liable for errors or omissions. The CLIENT indemnifies PRYSMA (Pty) Ltd against any loss or damage arising directly or indirectly from any errors and omissions.

Updates/Changes

PRYSMA (Pty) Ltd offers Monthly Maintenance as set out in the service package agreement. PRYSMA (Pty) Ltd will ensure that any maintenance work is attended to within 48 working hours from the date of receiving the instructions from the CLIENT.

Copy

All text must be supplied in a digital format that can be copied and pasted. PRYSMA (Pty) Ltd will not retype/type out any text found in any non-editable file format. Images, graphics, and photographs are to be supplied in digital format on EMail, File Transfer, and Flash Drive. Photographs must not exceed a file size of 2MB each (unless by prior arrangement). Larger files will incur an extra cost due to increased time in processing.



Branding

All logos and branding must be provided in an industry-standard vector format.