

Standard project terms

These terms, the quotation, the Licence and Ownership Schedule, and any selected SLA are one agreement with the terms at tensology.com/terms-and-conditions. They use the same standard position on payment, licence, liability, and personal information. The quotation sets the price, dates, and scope for that engagement. South African law governs. A right that the Consumer Protection Act does not allow to be excluded remains in force.

1. Scope

Tensology will provide the deliverables expressly listed in the signed quotation. Examples, demonstrations, discussions, and brochure descriptions explain the standard platform but do not add unlimited work to the quoted scope.

2. Price and payment

1. The quoted total is USD 1,495 including VAT unless a client-specific quotation states otherwise. Rand and pound values shown in the pack are indicative reference conversions. The signed USD amount controls invoicing and settlement unless otherwise agreed in writing.
2. A 50% deposit is due before scheduling and commencement. The remaining 50% is due before production launch.
3. The deposit is applied to the project fee. If the client cancels, Tensology may retain the portion reasonably required to cover work performed, committed capacity, and non-cancellable costs, and will account for any balance due or refundable.
4. Additional approved work is billed at USD 51 per hour including VAT, unless another signed rate applies.
5. Overdue amounts may pause work and move the project to the next available delivery window.

3. Client inputs

Before interface configuration starts, the client will provide one complete asset pack, select a supported template or identify one preferred reference website, and supply final logos, font choices, brand colours, UI direction, accurate and lawful content, catalogue data in the standard template, images, dimensions, weights, credentials, approvals, and access needed for the work. Tensology may rely on supplied information and is not responsible for errors caused by inaccurate or incomplete source material.

4. Third-party accounts

The platform is designed to connect with supported third-party vendors through documented APIs. The client is responsible for obtaining and maintaining payment, courier, hosting, domain, and other provider accounts unless the quote says otherwise. Provider credentials, approval, fees, API changes, service availability, and terms remain between the client and the provider. Non-standard vendor integrations are scoped and quoted separately.

Internationalisation is an optional add-on. Translation is generated through a third-party automated translation service. Human editorial, certified, legal, or specialist translation is excluded unless separately quoted. Pricing depends on languages, pages, products, templates, emails, and other content requiring localisation.

Delivery, changes, and acceptance

5. Delivery timing

Any delivery estimate assumes the client provides the required inputs and decisions on time. Delays caused by missing content, credentials, provider approval, changed scope, or client review move the schedule without creating liability for the resulting delay.

6. Design review and change control

1. The quoted theme work configures an agreed supported template to the approved brief or reference website. It is not a fully bespoke user interface design engagement.
2. Two visual revision submissions are included. The first is one thorough review of the complete shop; the second is for clearly scoped follow-up refinements. Each submission must be one consolidated document containing all requested interface, styling, and template changes for that review round.
3. A request is outside scope when it adds a feature, integration, workflow, dataset, alternate design direction, new template, or material rework not included in the signed quotation or approved brief.
4. Tensology will describe the impact and obtain written approval before performing additional billable work. Small in-scope changes may use the remaining implementation allowance. Once that allowance or the included revision rounds are used, the hourly rate applies.

7. Data import

The initial catalogue import is not capped by product or category count when it is supplied as one complete file that follows Tensology's standard import template. The client is responsible for correcting and resubmitting non-compliant records. Data cleaning, image sourcing, duplicate resolution, manual recataloguing, historical reconstruction, or custom mapping is additional work.

8. Review and acceptance

1. Tensology will present the configured shop for review and identify the acceptance checks.
2. The client must report material non-conformities within five business days of the review notice, with enough detail to reproduce the issue.
3. Tensology will correct reproducible non-conformities against the agreed scope.
4. The work is accepted when the checks pass, when the client approves it in writing, when the shop is used in production, or when the review period ends without a material written rejection.
5. The five-business-day review period does not replace the workmanship warranty. Tensology will correct reproducible defects in its delivered launch work reported within 90 calendar days after production launch without charging the hourly rate. New features, changed requirements, client changes, source-data problems, and third-party failures are excluded.

9. Production launch

Launch is conditional on cleared payment, completed acceptance checks, usable live credentials, appropriate domain access, and the client's approval to proceed. The client remains responsible for commercial decisions such as prices, tax treatment, delivery rules, legal copy, and product claims.

IP, data, support, and confidentiality

10. Intellectual property

Ownership and licence rights are set out in the Licence and Ownership Schedule. After full payment, the client is entitled to a copy of the source code for the delivered installation and may use, host, maintain, and modify that copy for the licensed business. The copy does not transfer ownership of Tensology's reusable platform, architecture, modules, methods, or know-how. Tensology may reuse the codebase and its reusable components. The client may not resell, sublicense, redistribute, or create competing copies of the platform unless a separate written agreement expressly grants that right.

11. Client data and privacy

1. The client owns its business data and is responsible for having a lawful basis to collect and use it.
2. Each party will apply reasonable security measures to credentials and personal information in its control.
3. Where Tensology processes personal information for the client, it does so as an operator under POPIA: only on documented instructions, with confidentiality and reasonable security, with notice of a suspected compromise, and with return or deletion at the end unless the law requires retention. Any extra processing detail for that engagement is written in a schedule and matches these terms.
4. The client must not send card details to Tensology. Card processing is handled by the selected payment provider.

12. Confidentiality

Each party will protect non-public commercial, technical, customer, and security information received from the other, use it only for the agreement, and disclose it only to people or providers who need it and are subject to appropriate duties.

13. Support

The 90-day workmanship warranty does not require an active SLA and does not consume the SLA's monthly support hour. Other post-launch support is provided only under the selected SLA or a separate approved request. Ending the SLA does not end a fully paid operating licence, but it does end the ongoing support, monitoring, maintenance, and response commitments.

14. Security and updates

No internet service can be guaranteed free of all defects or attacks. Tensology will apply reasonable professional care within the purchased scope. The client must protect its users and credentials, follow operational guidance, and avoid unsupported changes that create risk.

15. Publicity

Tensology may not publish confidential results or client data. Any public case study, testimonial, or use of the client's logo requires the client's prior written approval.

Risk, termination, and general provisions

16. Warranties

Tensology warrants that it will perform the services with reasonable professional care and will correct reproducible defects in its delivered launch work reported during the 90-day workmanship warranty. Except for rights that cannot lawfully be excluded, no warranty is given that the shop will produce a particular sales result, that every third-party service will remain available, or that every defect will be resolved within a specific time.

17. Liability

1. Neither party is liable to the other for indirect, special, or consequential loss, or for lost profit, revenue, goodwill, or opportunity, except where the law does not allow that exclusion.
2. Tensology's aggregate liability arising from the launch project is limited to the fees paid for that project during the six months before the event giving rise to the claim.
3. The limitation does not apply to fraud, wilful misconduct, or liability that cannot lawfully be limited.

18. Suspension and termination

Either party may terminate for a material breach that remains uncorrected 10 business days after written notice. Tensology may suspend work or access where continued operation creates a material security, legal, or payment risk. Amounts for completed work, committed capacity, and non-cancellable costs remain payable.

19. Force majeure

Neither party is liable for delay caused by events outside its reasonable control, including provider outages, network failures, labour disruption, natural events, public authority action, or widespread security incidents. The affected party must communicate and resume performance when reasonably possible.

20. General

The agreement is governed by South African law. The parties will first try to resolve disputes through good-faith senior discussion before litigation. A waiver must be in writing. Invalid provisions are adjusted only as far as needed, and the rest remains effective. Written email approval is sufficient where these terms require written approval.

Client-specific legal review

These are standard commercial terms for the product pack. Regulated industries, unusual data flows, international operations, or client procurement requirements may need a separate legal review and signed addendum.