



TERMS & CONDITIONS

Last Updated: September 7, 2026

At OutofSight&Co, we are your dedicated in-house and outsourced team of elite developers! We specialize in helping businesses scale by delivering high-converting websites, smart AI chatbots, and seamless automation.

1. AGREEMENT

By engaging OutofSight&Co, you agree to these Terms & Conditions. These terms form a legally binding agreement governing all services provided.

2. SCOPE OF SERVICES

- Services include but are not limited to website development, AI chatbot implementation, and automation systems.
- Each project scope will be defined in a written proposal or agreement.

3. PAYMENT & FEES

- A non-refundable deposit may be required before work begins. Remaining balances must be paid as agreed.
- Failure to pay may result in suspension or termination of services. All fees are exclusive of applicable taxes.

4. REFUND POLICY

Due to the custom nature of digital services, all payments are non-refundable once work has commenced, unless otherwise agreed in writing.

5. INTELLECTUAL PROPERTY

- All intellectual property remains the property of OutofSight&Co™ until full payment is received.
- Upon full payment, ownership of final deliverables transfers to the client, excluding proprietary frameworks, tools, and pre-existing assets.

6. REVISIONS & SCOPE CHANGES

Projects include a defined number of revisions. Any work outside the agreed scope will be billed additionally at standard rates.

7. CLIENT OBLIGATIONS

- The client agrees to provide accurate information, timely approvals, and required content.
- Delays caused by the client may impact delivery timelines.

8. LIMITATION OF LIABILITY

OutofSight&Co™ shall not be liable for indirect, incidental, or consequential damages, including loss of revenue, data, or business opportunities.

9. AI & AUTOMATION DISCLAIMER

- Clients acknowledge that AI chatbot and automation systems are not guaranteed to be error-free.
- OutofSight&Co™ is not responsible for decisions, outputs, or business outcomes resulting from AI usage.

10. DATA PROTECTION & PRIVACY

Both parties agree to comply with applicable data protection laws, including POPIA where applicable. Sensitive data must be handled responsibly by both parties.

11. CONFIDENTIALITY

All confidential information shared during the project shall remain private and not disclosed to third parties without consent.

12. TERMINATION

Either party may terminate the agreement with written notice. All outstanding payments become immediately due upon termination.

13. SERVICE AVAILABILITY

OutofSight&Co™ does not guarantee uninterrupted or error-free service, particularly for third-party integrations or hosting environments.

14. THIRD-PARTY SERVICES

OutofSight&Co™ is not responsible for failures, downtime, or issues caused by third-party platforms, hosting providers, or integrations.

15. INDEMNIFICATION

The client agrees to indemnify and hold OutofSight&Co™ harmless from any claims, damages, or legal actions arising from the use of delivered services.

16. GOVERNING LAW

These Terms shall be governed by the laws of South Africa. Any disputes shall be resolved within the applicable courts of jurisdiction.

17. AMENDMENTS

- OutofSight&Co™ reserves the right to modify these Terms at any time.
- Continued use of services constitutes acceptance of the updated Terms.

18. ACCEPTANCE

By proceeding with services, the client confirms they have read, understood, and agreed to these Terms & Conditions.