

# Terms & Conditions

The following terms and conditions apply to all website development / design / Branding, Content Development services and Social Media Marketing provided by South Side-Up PTY Ltd to the Client.

## 1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

## 2. Charges

Charge's for services to be provided by South Side-Up PTY Ltd are defined in the project quotation/proposal that the Client receives via e-mail.

Quotations/proposals are valid for a period of 30 days. South Side-Up PTY Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all services require an advance payment of a minimum of twenty-five (25) percent of the project quotation total before the work is started on a project. The remaining seventy-five (75) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials. All graphic design, search engine marketing, content marketing and social media services are to be paid in full upfront.

Payment for services is due by EFT. Bank details will be made available on invoices.

## 3. Client Review

South Side-Up PTY Ltd will provide the Client with an opportunity to review the appearance and content of the Services during the design phase and once the overall development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies South Side-Up PTY Ltd otherwise within ten (10) days of the date the materials are made available to the Client.

South Side-Up PTY Ltd will install and publicly post or supply the Client's website( or any other content or service provided by South Side-Up)by the date specified in the project proposal, or at date agreed with Client upon South Side-Up PTY Ltd

receiving initial payment, unless a delay is specifically requested by the Client and agreed by South Side-Up PTY Ltd.

In return, the Client agrees to delegate a single individual as a primary contact to aid South Side-Up PTY Ltd with progressing the commission in a satisfactory and expedient manner.

During the project, South Side-Up PTY Ltd will require the Client to provide website content; text, images, video and sound files if required (or any other Content for one of our other services)

### **5. Failure to provide required (website, Social media marketing, Branding, Design) content:**

South Side-Up PTY Ltd is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

**NOTE:** Text content should be delivered as a Microsoft Word, email (or similar) document or Google drive doc, with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

### **6. Payment**

Full payment is required upon completion, but before publishing the live website or any other content produced by South Side-Up PTY Ltd. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of twenty percent (20%) per month of the total amount due.

### **7. Additional Expenses**

Client agrees to reimburse South Side-Up PTY Ltd for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

## **8. Web Browsers**

South Side-Up PTY Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that South Side-Up PTY Ltd cannot guarantee correct functionality with all browser software across different operating systems.

South Side-Up PTY Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, South Side-Up PTY Ltd reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

## **9. Default**

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on South Side-Up PTY Ltd Web space, South Side-Up PTY Ltd will, at its discretion, remove all such material from its web space. South Side-Up PTY Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Clients with accounts in default agree to pay South Side-Up PTY Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by South Side-Up PTY Ltd in enforcing these Terms and Conditions.

## **10. Termination**

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

## **11. Indemnity**

South Side-Up PTY Ltd services may be used for lawful purposes only. You agree to indemnify and hold South Side-Up PTY Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

## **12. Copyright**

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants South Side-Up PTY Ltd the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting South Side-Up PTY Ltd permission and rights for use of the same and agrees to indemnify and hold harmless South Side-Up PTY Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to South Side-Up PTY Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

### **13. Standard Media Delivery**

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (text files delivered on disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by South Side-Up PTY Ltd to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

### **14. Design Credit**

A link to South Side-Up PTY Ltd will appear in either small type or by a small graphic at the bottom of the Client's website and/or Content Produced by South Side-Up PTY Ltd. If a graphic is used, it will be designed to fit in with the overall site design and/or Content designed. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than R25000, a fixed fee of R2500 will be applied. The Client also agrees that the website developed for the Client may be presented in South Side-Up PTY Ltd's portfolio.

### **15. Access Requirements**

If the Client's website is to be installed on a third-party server, South Side-Up PTY Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

### **16. Post-Placement Alterations**

South Side-Up PTY Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

### **17. Domain Names**

South Side-Up PTY Ltd may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of South Side-Up PTY Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

### **18. General**

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

### **19. Social Media Management**

Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels. South Side-Up PTY Ltd will honour the components of your chosen social media package, providing an agreement to a minimum 3 months contract is served and monthly

payments are received in advance. In the event that payment is not received on time, we regret that further work will be halted until this is rectified.

South Side-Up (pty) Ltd cannot guarantee the client any sort of ROI (Return on Investment) from our Social Media Marketing and Management Services. This includes and is in regards to Ad Campaigns, Targeted/Sponsored Advertisement or Organic Posting on any/all Social Media Platforms.

## **20. Governing Law**

This Agreement shall be governed by The Laws of South Africa.

## **21. Liability**

South Side-Up PTY Ltd hereby excludes itself, it's Employees and, or Agents from all and any liability from:

Loss or damage caused by any inaccuracy;

Loss or damage caused by omission;

Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;

Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of South Side-Up PTY Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

## **22. Severability**

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.

## **Refunds and Cancellations**

### **Social Media Marketing**

Payments for any custom Social Media Marketing projects are made to us in increments as a courtesy to the client, or a discounted upfront payment. Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, all monies paid are retained by South Side-Up PTY Ltd and if applicable, a fee for all work completed beyond what was already paid, for shall be paid by the client.

### **Design**

Payments for any custom design projects are made to us in increments as a courtesy to the client, or a discounted upfront payment. Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, all monies paid are retained by South Side-Up PTY Ltd and if applicable, a fee for all work completed beyond what was already paid, for shall be paid by the client.

### **Content Development**

Payments for custom Content Development projects are made to us in increments as a courtesy to the client, or a discounted upfront payment. Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, all monies paid are retained by South Side-Up PTY Ltd and if applicable, a fee for all work completed beyond what was already paid, for shall be paid by the client.

### **Web Development**

Payments for custom web development projects are made to us in increments as a courtesy to the client, or a discounted upfront payment. Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, all monies paid are retained by South Side-Up PTY Ltd and if applicable, a fee for all work completed beyond what was already paid, for shall be paid by the client.

### **Search Engine Optimization, Internet Marketing and Social Media Optimization**

Payments for Search Engine Optimization, Internet Marketing and Social Media Optimization services are nonrefundable, and South Side-Up PTY Ltd do not issue pro rata refunds for fees paid in advance. Once a payment or deposit is made, it is non-refundable. All Setup fees are nonrefundable, as it is applied to costs immediately incurred by South Side-Up PTY Ltd in initiating services. If a project is cancelled or postponed, all monies paid are retained by South Side-Up PTY Ltd and if applicable, a fee for all work completed beyond what was already paid for shall be paid by the client.

### **Website Hosting**

Payments for past months of web hosting are non-refundable. Hosting accounts are set up at the time of order and are allotted a specific amount of server resources, according to the plan purchased. If client did not make use of the account, payment for services is still due. Hosting accounts are not canceled until notice is received from the client in writing, or until 15 days after due date of payment not received. If client paid for hosting account for 12 months ahead and cancels service before plan expiration date, the amount is nonrefundable. If client received free products and/or services with their hosting plan purchase, the value of the free services will be deducted from the refund amount. South Side-Up PTY Ltd reserves the right disable and/or terminate a user's account if a user is found in violation of the terms. Accounts terminated due to policy violations will not be refunded.

## **22. Photoshoots and Film Shoots**

South Side-Up PTY Ltd reserves the right to use any photograph/video taken at any event sponsored by South Side-Up PTY Ltd, without the expressed written permission of those included within the photograph/video. South Side-Up PTY Ltd

may use the photograph/video in publications or other media material produced, used or contracted by South Side-Up PTY Ltd including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.

To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian

A person attending a South Side-Up PTY Ltd event who does not wish to have their image recorded for distribution should make their wishes known to the photographer, and/or the event organizers, and/or contact South Side-Up PTY Ltd, in writing of his/her intentions and include a photograph. South Side-Up PTY Ltd will use the photo for identification purposes and will hold it in confidence.

By participating in a South Side-Up PTY Ltd event or by failing to notify South Side-Up PTY Ltd, in writing, your desire to not have your photograph used by South Side-Up PTY Ltd, you are agreeing to release, defend, hold harmless and indemnify South Side-Up PTY Ltd from any and all claims involving the use of your picture or likeness.

Any person or organization not affiliated with South Side-Up PTY Ltd may not use, copy, alter or modify South Side-Up PTY Ltd photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized designee from South Side-Up PTY Ltd.