



## Heita Daar (PTY) Ltd Terms of Service Agreement

Heita Daar (PTY) Ltd (also known as "Provider") will provide agreed upon Creative Services to ..... (also known as "Client"), according to the specifications detailed in these Terms and Conditions.

### TERM OF AGREEMENT:

The term of this Agreement will begin on the date of this Agreement, or the date of Electronic Acceptance of a linked Invoice, Quote or Estimate by the Client (whichever comes first) and will remain in full effect until the completion of the Services agreed upon.

### CONDITIONS:

The following rates and terms apply: The Client hereby engages the Provider to provide services as described under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration as described under "Payment for Services Rendered." Payment amount agreed to/invoiced.

### SCOPE AND MANNER OF SERVICES:

Provider is delivering creative services to Client as outlined:

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Upon acceptance of the linked Invoice, Quote or Estimate, the Provider will provide creative services in accordance with delivery dates and brief specifications mutually agreed upon.

Services may include, but are not limited to: creative concepts, marketing, website maintenance, website design and development, graphic design and advertising. The Services will also include any other tasks to which both "Parties" may agree on.

#### PAYMENT SCHEDULE:

Client will pay Agreed Upon Rand Amount ("Fee") invoiced by the Provider via electronic payment to the account details as they appear on the linked Invoice, Quote or Estimate as agreed to by both parties, no later than the 30th day of the invoice date.

#### PAYMENT TERMS:

In the case of a retainer relationship, Provider will invoice client monthly. In the case of a project-to-project agreement the Client shall pay the Provider for services rendered according to the outlined 'Payment Terms and Invoicing Schedule'. Should the Client fail to pay the Provider the full amount specified in any invoice within 30 calendar days of the invoice date, a late fee equal to 5% per month shall be added to the amount due and interest of 10% per annum shall accrue from the calendar day following the invoice date, or until such a time that the matter is handed over to the Small Claims Court or Court of Law of the Republic of South Africa.

#### CHANGES AND REVISIONS:

The price at the beginning of this contract is calculated on the time investment estimated by the Provider, the value of the deliverables requested, and the resources required to execute the project. Should the scope of the project change, a new quote or addendum letter to this contract is to be signed and agreed to by both parties.

#### LEGAL:

Provider is not liable for any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages. If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

#### CONFIDENTIALITY:

For purposes of defining Confidential Information for this Agreement, Confidential Information includes, but is not limited to, any data or information relating to the Parties, which would reasonably be considered to be private or proprietary to the Client or Provider, software, technology, programming, research, financial and business information. The Parties recognize that confidential information will be shared during the course of the project and agree that neither will disclose, divulge, reveal, report of use for any purpose the Confidential Information which the Client or Provider has obtained.

#### NON-EXCLUSIVITY:

Client agrees that the Provider may perform the same or similar types of services for other parties, including possibly some of the Clients competitors. The Provider is obligated to protect the Client's information through this agreement to the Confidential Information.

#### OWNERSHIP:

License during project. During the course of the project, and up until the Fee is paid-in-full, the Provider will retain ownership of the deliverables. However, Client is granted a revocable exclusive license for the duration of the project. If Client fails to make a payment when it is due according to this Agreement, the Provider reserve the right to revoke the license of the Client.

Rights assignment: Upon full payment of the Fee, the Provider will irrevocably assign and grant Client all rights, title and interest to the deliverables. This includes, but is not limited to, the Provider's rights as owner of the copyright of the deliverables.

Provider's license: Once the Provider has assigned the Client all right, title, and interest in the deliverables, Client agrees to grant the Provider an irrevocable, nonexclusive license to use the deliverables for marketing purposes. The provider agrees to not use the license granted in any way that would hurt the Client economically.

#### RELATIONSHIP:

This Agreement does not create an employee-employer relationship. The Provider's relationship to the Client is that of independent contractors. The Provider shall carry out the services from their own premises and will not be obliged to work from the Client's office or premises; attend any company staff meetings, presentations, team-builders, company events or perform any other employee duties. As a result, both parties are solely responsible for all of our own employees, including the payment of compensation, worker's compensation insurance, withholding taxes, and other required payments.

#### SOURCE FILES:

Client has the right to request the project files or source files after a project has been completed and paid for in full. The provider, unless stipulated in writing, is not responsible for maintaining backups of Client's source files. The Provider does not operate a backup service, and therefore retains the right to delete project source files after three months of completing a project. File requests which occur after the three-month period will incur a Retrieval and Preparation Fee which will be calculated at the company's hourly rate.

#### TERMINATION:

This agreement may be terminated by giving written notice by either party.

#### AMENDMENT:

No amendment or modification of this Agreement is binding unless in writing and signed by both parties.

#### APPLICABLE LAW:

This contract shall be governed by the laws of the County of South Africa and any applicable Federal law.

#### SIGNATURES:

In witness of their agreement to the terms above, the Parties or their authorised agents hereby affix their signatures. The term of this Agreement will begin on the date of signature or Electronic Acceptance of a Linked Estimate or Quote issued by the Provider.

**Client agrees to Terms of Service:**

**Accepted by the Provider:**

Company name:

Company name:

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Signatory name & Title:

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Signatory name & Title:

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Signature:

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Signature:

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Date:

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Date: