

1. DEFINITIONS

- 1.1. **“Agreement”** means the quotation accepted by the Client with the incorporation of these Terms and Conditions, as amended from time to time;
- 1.2. **“Agreement duration”** means the duration stipulated in the quotation, alternatively, the duration for Vital Dev to render the agreed upon products / services;
- 1.3. **“Daily monitoring”** means the daily monitoring of platforms such as the internet and social media pages for the purposes of evaluating marketing and SEO development;
- 1.4. **“Days”** means calendar days, unless otherwise specified;
- 1.5. **“Domain”** means a distinct subset of the internet with addresses sharing a common suffix or under the control of a particular organization or individual;
- 1.6. **“E-Commerce”** means to buy and sell of goods and services over the internet;
- 1.7. **“Hosting”** means to store data on a server or other computer so that it can be accessed over the internet and may include domain hosting, website hosting, and / or email hosting;
- 1.8. **“Infographics”** means a visual representation of information or data, e.g. as a chart or diagram;
- 1.9. **“Prescribed hourly rate”** means the hourly rate stipulated in the quotation;
- 1.10. **“Reporting”** means the bi-monthly reporting to the Client on marketing performance;
- 1.11. **“SEO development”** means Search Engine Optimization and is the organic process of web development with an emphasis on optimizing web pages and websites for improved results on search engines;
- 1.12. **“Services”** means the services set out in the quotation, as described in more detail in the these terms and conditions, where applicable;
- 1.13. **“SSL certificate”** means a Secure Sockets Layer digital certificate, being a security protocol that authenticates a website's identity and creates an encrypted link between a web server and a web browser;
- 1.14. **“The Client”** means the person, entity, trust, body or company listed in the quotation that Vital Dev is and will be supplying products and /or services to, either currently or in future.
- 1.15. **“Vital Dev”** means Vital Dev (Pty) Ltd, a private company with its principal place of business situated at 19 Willows Lofts, 6 Bee Bee Street, The Willows, Pretoria.

2. TERMS AND CONDITIONS

These Terms and Conditions apply to all products provided and services rendered by Vital Dev. All work is carried out by Vital Dev based on these terms and conditions. Vital Dev reserves the right to amend the Terms and Conditions at any time and without prior notice and the Client's continued use of Vital Dev's services following any such modification constitutes the Client's acceptance of those modified Terms and Conditions.

3. QUOTATIONS

- 3.1. Quotations furnished are an estimate for the services expressly listed in the quotation and are not binding on Vital Dev in the event of additional services required.
- 3.2. The Client shall be responsible for any increases in Vital Dev's costs as a result of any amendments of the design, instructions furnished or the material to be used either directly or indirectly after the date of any quotations given by Vital Dev.
- 3.3. The Client will be responsible for any increase in costs by way of overtime charges if the time and date for completing a project is brought forward by the Client either directly or indirectly.
- 3.4. Quotations remain open for acceptance for a period of thirty (30) days from the date of quotation, unless withdrawn prior to the expiry of the thirty day period by Vital Dev.

4. PROJECT ACCEPTANCE & CONFIRMATION

- 4.1. Vital Dev will provide the Client with a formal quotation, subject to these Terms and Conditions.
- 4.2. An agreement is entered into between Vital Dev and the Client upon written acceptance of the quotation by the Client, which agreement is based on the content of the quotation and these Terms and Conditions, as amended from time to time.
- 4.3. Written acceptance of the quotation must be provided to Vital Dev and the deposit, if applicable, must be received before any work on a project will commence.

5. DEPOSIT AND PAYMENT

- 5.1. Depending on the nature of the products and / or services to be rendered, Vital Dev may require payment of a deposit before commencing with the work. Any deposit will be payable immediately and work will not commence until the relevant proof of payment of the required deposit is received.
- 5.2. In the event of cancellation of the agreement by the Client, deposits are non-refundable.
- 5.3. Expenses such as traveling costs (calculated at the standard AA rate at the time), marketing related expenses, hosting or domain related expenses, expenses for fonts, stock images or other design elements to be acquired, or any other disbursement incurred by Vital Dev in the rendering of the products and services, if not stated in the quotation are not included in the fees and will be billed separately.
- 5.4. Each payment is due strictly as stipulated in the agreement. If a payment date is not specified in the agreement, payment is due within 7 days from the date of the invoice.
- 5.5. Delivery of goods and release of services rendered by Vital Dev on behalf of the Client, will not take place before all funds due and payable have been received.
- 5.6. All queries regarding invoices must be brought to the attention of Vital Dev within 7 days of receipt of invoice.
- 5.7. Vital Dev reserves its right to unilaterally restrict access to any of the products or services in the event of non-payment or late payment.

6. THE CLIENT'S DUTIES AND RESPONSIBILITIES

- 6.1. To prepare a complete, clear and detailed brief for the required project or task, with all the requirements expressly specified.
- 6.2. To furnish sufficient input to Vital Dev on the detail of the specification of the project or task to enable Vital Dev to complete same.
- 6.3. To furnish all required information and documentation within the timeframes communicated by Vital Dev, in order to ensure that projected time-frames are adhered to.
- 6.4. To agree that any changes made after deadline dates or acceptance may lead to increased costs, based on additional time spent and disbursements incurred.
- 6.5. The Client shall be solely responsible for providing Vital Dev with all necessary information in connection with its goods / services and Vital Dev shall not be responsible for any shortcomings in such information.
- 6.6. To effect payment of any deposit required, as well as full payment for the products / services rendered timeously. Vital Dev does not have any liability towards the Client in respect of deadlines missed due to late or non-payment by the Client.
- 6.7. It is the responsibility of the Client to ensure that it has made sufficient backups of all data, images or other information provided to Vital Dev and includes, without any limitations, emails, financial information, personal information, employee or company information,

administrative records or any data to be ported, where service providers are changes, or where same is moved to an alternate domain.

7. SUB-CONTRACTING

- 7.1. Vital Dev is entitled to sub-contract any work to any third parties as it deems fit.
- 7.2. Vital Dev shall not be responsible to the Client for any delays occasioned by a sub-contractor failing to meet deadlines imposed upon it by Vital Dev for completion of any job, for any reason outside the direct control of Vital Dev.

8. SUPPLY OF DESIGN ELEMENTS AND DATA BY CLIENT

- 8.1. A charge may be made to cover any additional work involved where the design elements / data supplied or specified material is not useable as is, clear, legible, or in the prescribed format / specification to produce satisfactory results. Where material is so supplied or specified, responsibility will not be accepted for imperfect work caused by defects in the supply, format or specification. This includes any incompatibility or defects caused by differing software versions' conflicting operating systems.
- 8.2. Vital Dev will inform the Client of such shortcomings and a separate quotation will be issued to the client in the event that the existing quotation does not make provision for additional work to be rendered according to an agreed upon hourly tariff.

9. PROOFING POLICY

- 9.1. Vital Dev will request the Client's confirmation of is satisfaction with the products throughout the duration of the agreement upon completion of each major different step in the process.
- 9.2. An approval to publish the design constitutes confirmation that the Client has reviewed the concepts, designs and / or products, agree that all content in the proofs are correct, and hereby release Vital Dev from liability of any content errors that should be discovered after the Client's approval of the concepts, designs and / or products, in respect of that step of the process.
- 9.3. Proofing is an important step. Whether the Client has submitted its own artwork or Vital Dev created same, it is the Client's responsibility to verify that there are no errors prior to informing Vital Dev that it may proceed.
- 9.4. The Client warrants that it is satisfied with the final product as is upon acceptance of a design, including but not limited to spelling, phone numbers, barcodes, fonts, placement, and all other content and details.
- 9.5. To limit any possible errors in artwork, designs will remain watermarked until they have been approved by the Client. Vital Dev will not be held responsible for errors if the Client misses something in the proofing process.

10. ADDITIONAL WORK

- 10.1. Any additional services required will be rendered in terms of these terms and conditions, as amended from time to time, and will be invoiced monthly.
- 10.2. Scope creep will not be tolerated and setting clear goals, objectives, specifications and scope of services in the initial instructions to Vital Dev remains the responsibility of the Client.
- 10.3. As indicated above, due to the nature of the services rendered, Vital Dev may suggest additional services to be rendered, including but not limited to design, development etc. and will issue a separate quotation to the Client for acceptance.

- 10.4. Electronic proofs represent the image, colour and text placement as closely as possible, but is not an exact representation of the final product on all platforms. Vital Dev is not responsible for variances in final colours.

11. DATA FORMATS

- 11.1. The Client agrees to Vital Dev's definition of acceptable means of supplying data to Vital Dev.
- 11.2. Text or images which are supplied in an electronic format, are to be provided in a format as prescribed by Vital Dev. Images must be of a quality suitable for use without any subsequent image processing, and Vital Dev will not be held responsible for any resultant image quality. Vital Dev cannot be held responsible for the quality of any images which the Client wishes to be scanned from printed materials.
- 11.3. Additional expenses may be incurred for any necessary action relating to the format in which information is provided by the Client, including, but not limited to, photography and art direction, design, media conversion, digital image processing, or data entry services.

12. GRAPHICS SERVICES

- 12.1. Charges for design and / or graphics services to be provided by Vital Dev, will be set out in the written quotation that is provided to the Client.
- 12.2. A 50% non-refundable deposit is required in respect of all graphics services before Vital Dev will commence with the design.
- 12.3. Vital Dev will provide the Client with the number of design samples as indicated on the quotation received by the client.
- 12.4. The Client will choose one of the shown design samples, whereafter the Client is entitled to the number of design revisions to the chosen design sample, as indicated on the quotation received by the client.
- 12.5. Any additional design work required will be charged according to the agreed upon hourly rate.

13. WEBSITE DESIGN AND DEVELOPMENT

- 13.1. Vital Dev will provide the Client with three design samples of the home page.
- 13.2. The Client will choose one of the three design samples, whereafter the Client is entitled to three design changes to the chosen design sample.
- 13.3. Any additional design work required will be charged according to the agreed upon hourly rate.
- 13.4. Only once the Client has approved the website design, will Vital Dev commence with the development phase of the website.
- 13.5. A non-refundable deposit, as indicated on the quotation received by the client, is required in respect of all website design and development services before Vital Dev will commence with the design.

14. HOSTING

- 14.1. Hosting services are provided based on a 12-month subscription.
- 14.2. Hosting services are renewable for a further period of 12 months at a time.
- 14.3. The quotation will set out the amount of data storage included in the chosen package.
- 14.4. Ownership of any domain will remain with Vital Dev until the expiry of the initial 12-month subscription and until Vital Dev has received full payment in terms of the agreement.

15. SEO AND MARKETING

- 15.1. SEO and marketing services are provided on a minimum subscription of 3 months.

- 15.2. After the lapse of the 3-month period, the Client may elect to extend the SEO and / or marketing services.
- 15.3. Vital Dev will make recommendations to the Client in respect of SEO in the form of meta tags, descriptions, structure and basic content.
- 15.4. SEO and marketing are organic in nature and results are not guaranteed. No warranties or representations are made by Vital Dev in respect of the results of SEO or marketing.

16. INSURANCE

- 16.1. Vital Dev is not required to have insurance to cover any damage or loss to the Client's artwork, designs, documents or data in any form.

17. COPYRIGHT, TRADEMARKS AND CONTINUED USE OF PRODUCTS / SERVICES

- 17.1. Copyright is retained by Vital Dev on all design work including words, pictures, ideas, visuals, sounds and illustrations unless agreed otherwise agreed to in writing.
- 17.2. By supplying text, images and other data to Vital Dev for inclusion in the Client's business cards, letterhead, flyers, pamphlets, website or other medium, the Client declares that it holds the appropriate copyright and / or trademark permissions. The ownership of such materials will remain with the Client, or the rightful copyright or trademark owner.
- 17.3. Should Vital Dev, or the Client, supply an image, text, audio clip or any other file for use in a business cards, letterhead, flyers, pamphlets, website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Client will agree to allow Vital Dev to remove and / or replace the file on the site. The Client fully indemnifies and holds Vital Dev free from harm, without limitation, in any and all claims resulting from the Client in not having obtained all the required copyright, and / or any other necessary permissions.
- 17.4. It is agreed that Vital Dev, its employees and suppliers will not be held liable for any damages, costs and expenses, including legal fees, arising out of or related to copyright or trademark infringement or royalty issues resulting from images provided by the Client.
- 17.5. The Client permits Vital Dev to place designs or links to websites on Vital Dev's own website and social media for demonstration purposes and to use any of its designs in its own publicity.

18. DESIGN PROJECT DURATION

- 18.1. Any indication given by Vital Dev of a design project's duration is to be considered by the Client to be an estimation. Vital Dev cannot be held responsible for any project over-runs, whatever the cause.
- 18.2. Estimated project duration should be deemed to be from either the date that full payment, alternatively payment of the deposit, as required in the quotation, is received, further alternatively, from or on a specific date agreed upon.

19. DESIGN PROJECT COMPLETION

- 19.1. Vital Dev will inform the Client of completion of a design or activation of a website in writing.
- 19.2. Thereafter, the Client will have five (5) days to report any issues and to request minor alterations (in line with the Client's prior instructions and within the agreed upon scope of the agreement).
- 19.3. Should Vital Dev not receive any requests for amendment or rectification within five (5) days from the date of informing the Client of completion or activation, the project is deemed to be completed successfully and finalised.

- 19.4. Failure by the Client to submit any requests for amendment or rectification within five (5) days from the date of informing the Client of completion or activation will constitute the acceptance by the Client of the products / services as correct and complete.
- 19.5. Vital Dev takes no responsibility for any content errors not reported within five (5) days from the date of informing the Client of completion or activation.
- 19.6. All additional work to be conducted after the expiration of the above five-day period, will be at an additional cost to be agreed upon between Vital Dev and the Client.

20. PERFORMANCE, DELIVERY OR COLLECTION

- 20.1. Unless otherwise agreed in writing, all times furnished for performance or delivery or availability for collection are given in good faith but are not guaranteed by Vital Dev.
- 20.2. The time for performance or delivery or availability for collection shall in every case be dependent upon prompt receipt of all necessary information, final instructions and approvals from the Client, as well as timely receipt of payment.
- 20.3. Any amendments of instructions by the Client may result in delayed performance, delivery and / or availability for collection for which Vital Dev shall bear no liability.
- 20.4. If the Client (or the intended recipient) fails to take delivery on the agreed date or to collect on the agreed collection date, or within a reasonable time, Vital Dev shall be under no liability in respect of any loss or damage occurring after the lapse of fourteen (14) days from confirmation of the order being ready for collection.

21. RISK AND OWNERSHIP

- 21.1. Subject to the remainder of these Terms and Conditions as amended from time to time, risk in the products shall pass to the Client upon delivery of the products to the Client.
- 21.2. Until full payment is received in terms of the agreement, ownership in the products shall remain with Vital Dev and products already delivered to the Client shall be returned and / or surrendered to Vital Dev immediately following receipt of a default notice from Vital Dev.
- 21.3. In instances where the product is stored in the cloud or external servers, Vital Dev shall have the right to revoke the Client's access to same in the event of a default, subject to the remainder of these terms and conditions, as amended from time to time.

22. RIGHT OF REFUSAL

- 22.1. Vital Dev will not include in its designs, any text, images or other data which it deems to be inappropriate, immoral, offensive, obscene or illegal. Vital Dev also reserves the right to refuse to include submitted material without giving reason.
- 22.2. Upon being informed by Vital Dev that any images and / or data contravenes these Terms and Conditions, the Client is obliged to remove such images and / or data immediately from any electronic or physical platform where same is available and to destroy same. Vital Dev is to be held in no way responsible for any such data being included.
- 22.3. Vital Dev also reserves the right to remove any images / data hosted / stored either by Vital Dev directly, or by third parties on the instruction of Vital Dev, in the event of any risks or threats arising from the continued usage, display or accessibility thereof to any person, entity, trust, body or company.

23. INDEMNITIES, WARRANTIES AND DISCLAIMERS

- 23.1. The Client indemnifies Vital Dev in respect of all financial liability (including professional costs damages and accounts of profits) arising out of any claims made against Vital Dev alleging infringement of any intellectual property rights if such claim arises from the use of

information, inventions, ideas, designs, artwork, copy or other material provided by The Client.

- 23.2. Vital Dev reserves the right to defer the date of delivery or to cancel any delivery of the products by giving notice in writing to the Client, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Vital Dev including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).
- 23.3. If Vital Dev is unable to deliver the products or services within a reasonable period after giving notice as stated above, the Client shall be entitled to give one month's notice in writing to Vital Dev to cancel the affected order, without liability to Vital Dev.
- 23.4. Vital Dev makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Vital Dev will not be held responsible for any and all damages resulting from products and/or services it supplies.
- 23.5. Whilst Vital Dev stores backups of all the data received from the Client on at least two third party servers, Vital Dev is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatsoever cause and it remains the Client's responsibility to store sufficient backups of all data provided to Vital Dev.
- 23.6. The Client agrees that any claim against Vital Dev shall be limited to a maximum of the relevant fee(s) paid to Vital Dev by the Client, less any disbursements incurred.
- 23.7. All pricing on Vital Dev's website and / or social media accounts are subject to availability of the products / services and may be amended without prior notice, subject thereto that the pricing of products on special promotion shall remain unchanged for the duration of the special promotion as indicated.
- 23.8. The Client accepts and indemnifies Vital Dev in respect of any damages in respect of the temporary unavailability or inaccessibility of any website, domain, platform or data, upon the porting of same. Whilst this temporary unavailability or inaccessibility usually lasts between a few hours to 48 hours, and depending on the size of the data, same may last for a longer period.

24. SECURITY

- 24.1. Vital Dev will not be held liable for any viruses, hacking, malware, malicious content, or any security breaches pertaining to any third-party applications or to the Client's website.
- 24.2. Vital Dev and / or its hosting service provider may at any time suspend, kill or revoke access to a domain, website, design, service or platform, should any security breaches, or a real risk of potential security breaches, to Vital Dev, the Client, or any third party arise.

25. DEFAULT

- 25.1. An account shall be considered in default if it remains unpaid for seven (7) days from the date of the invoice.
- 25.2. Without prejudice to any other rights or remedies in law, Vital Dev will be entitled to cancel the agreement on 7 days written notice to the Client, should the Client breach any of its duties or obligations.
- 25.3. Upon lapse of the 7 days written notice, Vital Dev will be entitled to restrict or revoke access to any website, design, service or platform forming the subject of the services rendered in the event of default by the Client. Such restriction shall endure for the duration of the Client's default.

25.4. In the event that access to any website, design, service or platform is revoked or restricted due to the Client's default, Vital Dev will be entitled to charge an activation fee, which will be payable together with any arrears in respect of the Client's account, before the Client's access will be restored.

26. TERMINATION

26.1. Any cancellation by the Client must be in writing and must be delivered to Vital Dev and shall be deemed effective one month from the date of receipt by Vital Dev.

26.2. Cancellation after disbursements have been incurred or work having commenced will include a recalculation of the fees in the sole discretion of Vital Dev based on the costs incurred and the amount of work already done.

26.3. In the event of termination before the agreement duration having lapsed, Vital Dev will retain ownership and control over all ideas, designs, and all other works and material prepared by Vital Dev and Vital Dev will be entitled to revoke the Client's access to same until such time that all payments due to Vital Dev is received.

26.4. In the event of termination after the agreement duration having lapsed, the Client will be furnished with and permitted to retain all ideas, designs, and all other works and material prepared by Vital Dev upon settlement of all payments due to Vital Dev.

26.5. Deposits or parts thereof are non-refundable on cancellation of the agreement.

26.6. All disbursements incurred in respect of hosting, domain fees or payments to third parties by Vital Dev, not already paid at the time of termination, will remain due and payable.

27. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

27.1. The Client hereby gives its consent to Vital Dev to collect and process any personal and special personal information furnished, in compliance with the Protection of Personal Information Act 4 of 2013.

28. LEGAL FEES

28.1. Failure and / or refusal to comply with the agreement may result in legal action by Vital Dev.

28.2. The Client will be liable for all legal fees incurred by Vital Dev resulting from non-payment, late payment, or any other breach by the Client, on an Attorney and own client scale.

29. GENERAL

29.1. All matters related to these Terms and Conditions, or any agreement between Vital Dev and the Client, shall be governed by and construed in accordance with the Laws of the Republic of South Africa.

29.2. If any provision of these Terms and Conditions is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining terms.

29.3. These Terms and Conditions, read together with the quotation and acceptance thereof, constitutes the whole agreement between the parties. Any indulgence or extension of time granted by Vital Dev to the Client shall not be construed as a waiver or variation of any of Vital Dev's rights or remedies.