

ENGINEERED MEDIA CC
GENERAL TERMS OF SERVICE ("TERMS")

IN CERTAIN INSTANCES, THESE TERMS AND THE SPECIFIC TERMS MAY LIMIT ENGINEERED MEDIA'S LIABILITY. WE ASK THAT YOU PLEASE TAKE SPECIAL NOTE THEREOF AND READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. BY USING OUR SERVICES YOU ACCEPT THESE TERMS.

1. INTRODUCTION

To the extent permitted by applicable law, we may change the Terms (applicable going forward) without first giving you notice. Changes to the Terms will be noted on the Terms and will take effect when posted on Engineered Media's website, unless a later date is given on the revised Terms. Your continued use of the Services will be considered consent to the amended Terms, and your use will be conditional on the Terms in force at the time of use. Your only remedy, if you do not agree to the Terms, is to stop the use of the Services.

2. SERVICES AND SPECIFIC TERMS

Engineered Media offers online media solutions with numerous digital strategies. Each product or service offered by us is subject to Specific Terms governing those services. The Specific Terms are in addition to these Terms. That means that both these Terms and the Specific Terms of service in respect of each product or service are applicable. If there is any conflict between the two, the Specific Terms of the relevant product or service will apply. If any of the Specific Terms are silent with regard to a specific topic/s, the terms in these Terms governing that topic will apply.

3. ACCEPTANCE AND PAYMENT TERMS

- 3.1 Quotations: Any quotation or costs published on our Websites are only valid for 30 (thirty) days. After the Customer has accepted the quotation in writing, the price will remain valid for a further 6 (six) months. After the 6 (six) months Engineered Media may revalidate the quote, or re-quote, both at Engineered Media's sole discretion.
- 3.2 The quotation is considered accepted if we receive written confirmation from you that you have accepted it, a signed quotation, acceptance of our quote electronically or if you make any payment to us in terms of the quotation. Attaching additional terms to your acceptance of the quotation will not amend these Terms, the Specific Terms where applicable, or to any terms on the quotation, unless they are expressly agreed to in writing by an authorised representative of Engineered Media.
- 3.3 Invoices are due and payable within 30 days from the date of invoice. Interest will be charged on all overdue payments. Interest will be charged at 2% above the prime lending rate charged from time to time, per annum, by Engineered Media's bank.
- 3.4 Payment Terms if not covered by the Specific Terms
 - 3.4.1.1 Amounts R1 - R10 000 are invoiced at one hundred (100) percent in advance and payable in advance before any services will be rendered.
 - 3.4.2 Amounts greater than R10 000 are invoiced as follows:
 - 3.4.2.1 Fifty (50) percent in advance of the quoted amount and is payable in advance before any services will be rendered.
 - 3.4.2.2 The remaining Fifty (50) percent is due once the project has been completed or loaded live or the time to review has expired in terms of clause 5.1
- 3.5 All prices exclude VAT.
- 3.6 If a quotation is not accepted or if no payment is received within the time frames mentioned above, the quotation will be considered to have lapsed and Engineered Media will not have any further obligations to provide any services relating to the quotation.
- 3.7 If any service has been cancelled, Engineered Media will be entitled to charge a re-instatement fee of R350.00, which is payable before any Services will be re-instated.
- 3.8 If any debit orders that are returned, irrespective of the reason, Engineered Media will be entitled to charge the Customer a fee of R150.00 per dishonoured debit order.
- 3.9 Any deposits or amounts paid in advance will be non-refundable.
- 3.10 No Service will be provided until the payment reflects in our bank account. Proof of payment will not replace this requirement.

4. PROJECT COMMENCEMENT

- 4.1 Before a project will be scheduled or started, all payments which are due must be paid by the Customer.
- 4.2 Once payment is received the Customer must make sure Engineered Media receives all copy, images and other content (collectively "Content") that may be required for the purposes of the project.
- 4.3 If the Customer is required to send any Content to Engineered Media, but does not within 30 (thirty) calendar days of its acceptance of the quotation, Engineered Media may in its sole discretion cancel the project without further notice to the Customer.
- 4.4 If at any time during a project the Customer does not do something required of it, like make payment, send Content or finalise acceptance of the project, the project will automatically be cancelled.
- 4.5 If a project is cancelled, the quotation given to the Customer will no longer be valid. Engineered Media will issue a new quote, if the Customer decides it wants to continue the project or enquire about other Services at a later date.
- 4.6 If a project is cancelled in terms of clause 4.4 above, because the Customer has not reviewed the project according to clause 5.1 below, then the quoted amount for the project will become immediately due and payable by the Customer.

5. PROJECT TERMS

- 5.1 Review: When any project is submitted, the Customer will have the opportunity to review the project. The project is considered accepted/approved unless the Customer notifies Engineered Media otherwise, within 10 working days of the date the project materials are made available to the Customer for review.
- 5.2 Duration: The maximum duration of a project will be 12 months unless stated otherwise in the quote. Should a project exceed this duration, Engineered Media will invoice for the time spent on the project and issue a new quote that has to be accepted by the Customer before the project will continue.
- 5.3 Electronic Formats: Unless we agree otherwise, all quotes are on the basis that the Customer will provide all information in a suitable electronic format. Images must be provided in jpg, gif, png, tif, psp and bmp. Text must be provided in an editable format, such as, doc, xls and txt. Acceptance of other formats is at Engineered Media's sole discretion.
- 5.4 Spelling and Grammar: Unless specifically quoted for or we agree otherwise, Engineered Media does not check the grammar and spelling of Content provided by the Customer. This is the Customer's responsibility.
- 5.5 Meetings: Unless specifically quoted for or we agree otherwise, the quote assumes that any meeting needed with Engineered Media designers or developers will be held at Engineered Media's offices or via an electronic platform like Zoom. If we need to meet at a customer's premises, that can be arranged and will be charged for at the relevant rate.
- 5.6 Warranty: If an error in the product arises within 90 (ninety) days after the date of acceptance of the product by the Customer, Engineered Media will fix the error to ensure that the product meets the specifications agreed on in the relevant quotation. This warranty will not arise if the error is caused by the Customer's (or representative) negligence or wilful misconduct.

6. BACKUPS

It is the Customers' responsibility to ensure that all data, formats and content is properly backed up. Engineered Media uses reasonable measures to ensure that it does not lose any content which you may provide or upload to our servers from time to time, but it is your obligation to keep copies and back-ups. ENGINEERED MEDIA WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGES OF ANY KIND, WHICH YOU MAY SUFFER AS A RESULT OF THE LOSS OF CONTENT, FOR ANY REASON WHATSOEVER.

7. CUSTOMER WARRANTIES

- 7.1 The Customer warrants and represents:
 - 7.1.1 that the information provided to us is and will remain accurate, true and correct;
 - 7.1.2 that if the Customer is using the Services on behalf of an entity, the Customer is authorised to act on behalf of and bind the entity;
- 7.2 The Customer further warrants that when using the Services,
 - 7.2.1 you are not impersonating any person or entity; and
 - 7.2.2 are not violating any applicable law regarding use of personal or identification information.

8. CUSTOMER CONTENT WARRANTIES

- 8.1 In submitting any Content the Customer makes the following representations and warranties:
 - 8.1.1 all rights in and to the Content (including all rights to the reproduction and display of such Content) are owned by the Customer or have been legally obtained by the Customer;
 - 8.1.2 all necessary license fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of the Content, if any, have been paid before you submit it to Engineered Media;
 - 8.1.3 the Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
 - 8.1.4 the Content does not violate any law including, but not limited to, those governing export control, consumer protection, unfair competition, or false advertising;
 - 8.1.5 by submitting Content, the Customer grants Engineered Media an irrevocable, perpetual, transferable, non-exclusive, fully paid, worldwide, royalty free license (sub-licensable through multiple tiers) to utilise the Content for the purposes of providing the services as agreed on.

9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1 ENGINEERED MEDIA'S LIABILITY IS LIMITED TO THE CORRECTION OF ERRORS OR, AT ENGINEERED MEDIA'S SOLE DISCRETION, TO REFUND THE APPLICABLE PORTION UP TO A MAXIMUM OF THE PROJECT QUOTE VALUE WITH NO FURTHER LIABILITY.
- 9.2 TO THE EXTENT ALLOWED BY LAW WE EXCLUDE ALL IMPLIED REPRESENTATIONS AND WARRANTIES WHICH, BUT FOR THESE TERMS, MIGHT APPLY IN RELATION TO YOUR USE OF THE WEBSITES.
- 9.3 TO THE EXTENT THAT THE WEBSITES AND THE INFORMATION AND SERVICES ON THE WEBSITE ARE PROVIDED FREE-OF-CHARGE, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY NATURE.
- 9.4 YOU INDEMNIFY (HOLD US HARMLESS) FROM ANY LIABILITY AND AGREE TO DEFEND US AGAINST LIABILITY THAT MAY ARISE FROM CIVIL OR CRIMINAL PROCEEDINGS INSTITUTED AGAINST US OR FOR ANY LOSS OR DAMAGE YOU OR A THIRD PARTY HAVE SUFFERED BECAUSE OF ANY INTERRUPTION OR UNAVAILABILITY OF THE SERVICES.
- 9.5 YOU INDEMNIFY US, HOLD US HARMLESS AGAINST AND AGREE TO DEFEND ENGINEERED MEDIA AGAINST ALL LOSSES YOU HAVE SUFFERED OR ACTIONS AGAINST US AS A RESULT OF: THE USE OF THE SERVICES (BY YOU OR YOUR OWN CUSTOMER/S), OR ANY DOWNTIME, OUTAGE, DEGRADATION OF THE NETWORK, INTERRUPTION IN OR UNAVAILABILITY OF THE SERVICES.
- 9.6 WE WILL NOT BE LIABLE TO YOU IN RESPECT OF ANY BUSINESS LOSSES, INCLUDING, LOSS OF OR DAMAGE TO PROFITS, INCOME, REVENUE, USE, PRODUCTION, ANTICIPATED SAVINGS, BUSINESS, CONTRACTS, COMMERCIAL OPPORTUNITIES OR GOODWILL AND ALL INDIRECT AND CONSEQUENTIAL LOSSES OR DAMAGES, FROM ANY CAUSE, INCLUDING THE NEGLIGENCE OR ANY PERSON OR ENTITY.
- 9.7 YOU INDEMNIFY US AND UNDERTAKE TO KEEP US INDEMNIFIED AGAINST ANY LOSSES, DAMAGES, COSTS, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION LEGAL EXPENSES AND ANY AMOUNTS PAID BY US TO A THIRD PARTY IN SETTLEMENT OF A CLAIM OR DISPUTE ON THE ADVICE OF OUR LEGAL ADVISERS) INCURRED OR SUFFERED BY US ARISING OUT OF ANY BREACH BY YOU OF ANY PROVISION OF THESE TERMS OR ARISING OUT OF ANY CLAIM THAT YOU HAVE BREACHED ANY PROVISION OF THESE TERMS.

10. CANCELLATION

- 10.1 The Customer may cancel its contract / a project with Engineered Media by giving no less than 20 (twenty) business days written notice of the intention to cancel. Engineered Media may, where applicable, charge a reasonable termination or settlement fee for the early termination of the contract.
- 10.2 The Customer agrees to pay Engineered Media any amounts owed for Services which have already been rendered as well as costs that Engineered Media will be liable to pay as a result of the early termination.
- 10.3 Engineered Media may cancel the contract, or project or quotation with a customer by giving no less than 20 business days written notice of its intention to cancel. Any services and costs incurred in relation to this contract will be invoiced.

11. BREACH

- 11.1 Without prejudice to our other rights under our Terms, if you breach our Terms, we may take the action we deem appropriate.
- 11.2 Any account that remains unpaid 30 (thirty) days after the date of invoice will be considered in breach of our Terms. If the Customer commits a breach, services may be suspended without notice. If the overdue account has not been settled within 60 days, the contract may be cancelled at Engineered Media's discretion and the Customer will be liable for the cancellation fee. Any information or files may be removed in Engineered Media's sole discretion. We will not be liable for the loss of any content in this regard. Suspension of services or removal of any content will not relieve the Customer of its payment obligations.
- 11.3 If Engineered Media institutes legal action to recover any money due by a Customer, or for any other lawful purpose, the Customer in question will be liable for the legal costs of Engineered Media on the attorney and own Customer scale unless applicable legislation states otherwise.

12. GENERAL**12.1 Entire Agreement and non-variation**

- 12.1.1 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.
- 12.1.2 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.
- 12.1.3 Neither Party to this Agreement has given any warranty or made any representation to the other Party, other than any warranty or representation which may be expressly set out in this Agreement.

12.2 Assignment, cession and delegation

Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

12.3 Relaxation

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either Party ("the grantor") may grant or show to the other Party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

12.4 Waiver

No waiver on the part of either Party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

- 12.5 **Severability**
In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 12.6 **Drafting costs**
Each of the Parties shall bear its own cost incurred as a result of the negotiation, drafting and finalisation of this Agreement, which shall include but not be limited to all legal fees.
- 12.7 **Governing law**
The validity and interpretation of this Agreement will be governed by the laws of as well as the jurisdiction of the courts of the Republic of South Africa.

13. DOMICILIUM ADDRESS

13.1 The Parties elect the following addresses as their respective domicilium citandi et executandi:

13.1.1 **Customer:**

As set out in the quotation

13.1.2 **Engineered Media:**

"Physical": Unit 8, Baobab Office Park, 86 John Vorster Road, Randpark, 2156

"Postal": PO Box 2064, Bromhof, 2154

"Email": support@engineeredmedia.co.za

- 13.2 Either of the Parties may change its domicilium address to another address within the same country, by way of a Notice to the other party to this Agreement, provided that such a Notice is received by the addressee, at least 7 (seven) calendar days prior to such a change taking effect.

14. Notices

- 14.1 The Parties elect their address as reflected in the "Domicilium" clause hereinabove, at which all notices and other communications must be delivered for the purposes of this Agreement.
- 14.2 Any Notice or communication required or permitted to be given in terms of this Agreement shall only be valid and effective if it is in writing.
- 14.3 Any Notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14th (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.
- 14.4 Any Notice sent by email to either of the Parties at its elected email address shall be deemed, unless the contrary is proved, to have been received:
- 14.4.1 if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;
- 14.4.2 If it is transmitted outside of these times, within 2 (two) hours of the commencement of the following day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.
- 14.4.3 An automatic reply shall not constitute a response for purpose hereof.

15 Non-solicitation

The Customer shall not, at any stage after the commencement of this Agreement, and for a period of 1 (one) year after this Agreement has cancelled, make any offers of employment to any staff member, who is or has been employed by Engineered Media and has been involved in the execution of this Agreement. The aforementioned restriction shall not be applicable in the event where the prior written approval to make such an offer has been obtained from Engineered Media. For the purpose of this clause "staff member" shall include, but not be limited to, permanent employees, part-time employees and independent contractors."

16 Protection of Personal Information

Any personal information received by Engineered media will be dealt with in terms of its Privacy Policy. Our Privacy Policy can be viewed at www.engineeredmedia.co.za/privacy-policy/

WEBSITES - SPECIFIC TERMS OF SERVICE ("SPECIFIC TERMS")

These Specific Terms apply to Websites and are in addition to the General Terms of Service.

Our costing is primarily based on time and therefore to offer you our services at the prices quoted we require information, reviews and approvals within the time frames specified below. Extensions beyond these time frames can be accommodated, however, they will incur additional charges for the Customer.

Our services can be provided on an hourly basis should you prefer. This may be more suitable, for example, in cases where the website content is not yet available and or the project needs to remain as a work in progress over an extended period of time. For more detail please contact your consultant.

1. PAYMENT (AS APPLICABLE)

1.1 Once Off Amounts:

- 1.1.1 Amounts R1 - R10 000 are invoiced at one hundred (100) percent in advance and payable in advance.
- 1.1.2 Amounts greater than R10 000 are invoiced as follows:
 - 1.1.2.1 Fifty (50) percent in advance of the quoted amount and is payable in advance.
 - 1.1.2.2 A second Payment of forty (40) percent of the quoted amount will be invoiced when the Customer receives the first submission from Engineered Media for review.
 - 1.1.2.3 The remaining ten (10) percent is due once the project has been completed or loaded live or the time to review has expired in terms of clause 5.1 of the General Terms.

1.2 Monthly Amounts:

- 1.2.1 A Debit Order Authorisation Form must be fully completed and signed for monthly payments.
- 1.2.2 Monthly services will be invoiced as and when they commence.
- 1.2.3 In instances where Once Off Amounts have been converted to a Monthly Instalment over a specified Contract Period:
 - 1.2.3.1 The first instalment will be invoiced on acceptance of the quote. The project will only be scheduled once payment has been received.
 - 1.2.3.2 Monthly invoicing of the remaining instalments will continue monthly following the first instalment. Invoicing of the instalment is based on the quote acceptance date and not the status of the work done.

1.3 Other Amounts:

- 1.3.1 Hourly charges will be invoiced as and when they occur.
- 1.3.2 Annual charges will be invoiced before the commencement or anniversary of the annual service. The annual service will not be commenced or renewed until our invoice is paid.

2. SCOPE

The project cost is based on the scope defined in writing in the project quote. This will be based on scope defined in the quote and, if completed, the Website Scope document. Any changes to the scope must be agreed to in writing. Engineered Media reserves its right, in its sole discretion, to revise the project cost due to changes to the scope.

3. 3rd PARTY SUBSCRIPTIONS

The quote excludes any 3rd party subscriptions unless specifically quoted for. These may include, but not limited to apps and plugins.

4. COMMENCEMENT

4.1 No project will start before:

- 4.1.1 a contract or quote is duly signed or electronically accepted,
- 4.1.2 payment of the deposit is received (if applicable),
- 4.1.3 a signed debit order authority has been received (if applicable),
- 4.1.4 and all content is received by Engineered Media unless otherwise agreed in writing.

5. DESIGN REVIEWS

- 5.1 Quantity of Reviews: The Customer will receive a temporary link to access the design for review. The project quote includes 3 rounds of changes to the design provided they are reviewed within the review time frame. Additional rounds of changes to the design will be charged at the hourly website design rate given by Engineered Media.
- 5.2 Time to Review: The customer will be notified that the design is ready for review. The customer has 10 working days to provide feedback and changes per round. Should this time expire with no feedback (during any round), the project will be considered complete and the project will be invoiced as such. Any changes required after the review period has expired will be charged at our hourly rate.

6. END OF CONTRACT

For projects that are based on a Monthly Instalment for a specified contract period. At the end of the contract period, the Customer has the option to continue with the monthly services, for example, hosting, maintenance and search engine optimization. The continuation of the contract will be on a month to month basis at the rates applicable at that time.

7. OWNERSHIP

Ownership of the website transfers from Engineered Media to the Customer only once we have received full payment.

- 7.1 Monthly Instalment Option: Ownership passes at the end of the contract period.
- 7.2 Once Off Option: When the project has been paid in full.

8. CANCELLATION

The Customer may cancel the contract at any time by giving Engineered Media 30 days written notice. The Customer agrees to pay Engineered Media any amounts owed for Services which have already been rendered as well as costs that Engineered Media will be liable to pay as a result of the early termination. The Customer also agrees to pay a reasonable cancellation fee calculated as follows:

- 8.1 Monthly Amounts:
 - 8.1.1 Monthly Amounts are Month-to Month contract, which requires one calendar month's notice in writing. For example if notice is given on the 15th of January, termination will take effect on the 1st of March. This excludes Monthly Instalments over a specified contract period.
- 8.2 Monthly Instalment Option:
 - 8.2.1 5% of (contract period x monthly fee), if cancelled after the project has been scheduled but before work on the deliverables to the Customer has started; or
 - 8.2.2 [Once Off Total plus Annual Total] (as shown on the quote details page) x (number of months remaining of the contract / contract term) x 1.2 if any work has started on the deliverables to the Customer.
- 8.3 Once Off Option:
 - 8.3.1 5% of the full cost if cancelled after the project has been scheduled but before work on the deliverables to the Customer has started; or
 - 8.3.2 Hours worked (hours are based on Engineered Media's internal timesheets) x the current website designer rate up to a maximum of the full package cost if any work has started on the deliverables to the Customer.

9. LIMITED WARRANTY

Engineered Media warrants the website to be free from defects or bugs for a period of 90 days from the date of launch or the date that the Customer accepts the website or in terms of clause 5.1 of the General Terms, whichever comes first. During the warranty period, Engineered Media will attend to errors that relate to the design or functionality of the website. Any corrections required after the 90 day warranty will be charged at Engineered Media's hourly rates. This warranty is voided if the website backend is accessed by anyone other than Engineered Media.

GOOGLE ADS - SPECIFIC TERMS OF SERVICE ("SPECIFIC TERMS")

These Specific Terms apply to Google Ads and are in addition to the General Terms of Service.

1. PAYMENT

The campaign setup will only be scheduled once Engineered Media has received payment of the full setup fee and first month's management fee ("management fee").

2. MANAGEMENT FEE

The management fee accrues from the day on which the campaign launches. THE MANAGEMENT FEE WILL BE CHARGED EVEN IF THERE ARE NO AVAILABLE FUNDS IN THE CUSTOMER'S GOOGLE ADS ACCOUNT AND EVEN IF THE CAMPAIGN CANNOT RUN, FOR REASONS NOT ATTRIBUTABLE TO ENGINEERED MEDIA'S NEGLIGENCE OR WILFUL MISCONDUCT.

3. CUSTOMERS GOOGLE ADS ACCOUNT

It is the customer's responsibility to ensure that their Google Ads account is always loaded with sufficient funds.

4. MONTHLY FEES

All monthly fees will be subject to a debit order and a debit order authorisation form must be fully completed and signed before a project will be scheduled.

5. TERMINATION

This is a Month-to Month contract, which requires one calendar month's notice in writing. For example if notice is given on the 15th of January, termination will take effect on the 1st of March.

6. NON-PAYMENT

Non-payment will result in the immediate suspension of the campaign without notice.

7. PAYMENT INTO YOUR GOOGLE ADS ACCOUNT

We will advise you by email when payment into your Google Ads account is required. If you use the incorrect reference and we need to arrange a refund from Google you will incur a service fee based on our hourly rate to attend to.

HOSTING AND DOMAINS - SPECIFIC TERMS OF SERVICE ("SPECIFIC TERMS")

These specific terms apply to hosting and domain services and are in addition to the general terms of service.

1. HOST PROVIDER

Engineered Media prefers providing hosting for the website. The Customer will be responsible for any additional costs and time spent by Engineered Media if a Customer uses alternative hosting.

2. HOSTING

All hosting provided by Engineered Media is via a 3rd party and is also subject to the terms & conditions of the 3rd party. It is the customer's responsibility to read the 3rd party's terms and conditions. Please view the terms at <https://xneelo.co.za/legal/terms-of-service/>

3. MONTHLY PAYMENTS

All monthly fees will be subject to a debit order and a debit order authorisation form must be fully completed and signed before a project will be scheduled. Downtime and information: Engineered Media accepts no liability for downtime or loss of information from any cause whatsoever, including the negligence of any person or entity.

4. CONTRACT PERIOD

This is a Month-to Month contract, which requires one calendar month's notice in writing. For example if notice is given on the 15th of January, termination will take effect on the 1st of March unless the quote, accepted by the customer, states otherwise.

5. SUPPORT

Engineered Media only offers support during normal office hours (08h00 – 16h30).

6. EMAIL TRANSFERS

There is a risk that emails may be deleted or lost during a transfer of hosting and or domain. The customer must ensure that all email is backed up before a transfer is initiated. Engineered Media will not be liable for lost emails. Backups are recommended for all users but are specifically required for any users using IMAP as all local emails will be lost after the transfer and will need to be re-imported.

7. DOMAIN AND OR HOSTING TRANSFER

If the parties have included domain and or hosting transfer in the project quote, Engineered Media's responsibility is limited to facilitating the transfer. The Customer will be responsible for arranging release and the necessary actions to enable transfer. Any transfer that requires Engineered Media to utilize more than 1 (one) hour will be charged for whether the transfer is successful or not, provided Engineered Media is not at fault for the unsuccessful transfer.

8. LIABILITY

Engineered Media is not liable and the customer holds us harmless against any damage or loss that you may suffer as a result of the fulfilment of the obligations of the terms of the agreement.

MONTHLY WEBSITE MAINTENANCE - SPECIFIC TERMS OF SERVICE ("SPECIFIC TERMS")

These specific terms apply to monthly website maintenance and are in addition to the general terms of service.

1. MONTHLY MAINTENANCE

Monthly Maintenance has two components:

1.1 Software Maintenance as follows:

- 1.1.1 Website plugin monitoring and updates. Updates usually include Security, Structure, PHP and Java updates.
- 1.1.2 Theme monitoring and Updates. Updates usually include Security, Structure, PHP and Java Updates.
- 1.1.3 Wordpress updates. Updates usually include Security, Structure, PHP and Java Updates.
- 1.1.4 Website security check.

1.2 Content Maintenance as follows:

- 1.2.1 Includes all additions, edits and deletes to existing content up to the quantity of pages specified in the quote.
- 1.2.2 Covers basic content and image changes or updating of information that has been provided. It does not include creation of artwork and content.
- 1.2.3 It does not include additional pages or forms, this will be quoted for separately and added to your monthly maintenance as an additional page, if accepted.

2. LIMITATION OF MAINTENANCE AND WARRANTY

Engineered Media will cover, any website developed by Engineered Media and under a current maintenance contract, for website failure due to any major software update or other cause that requires the website to be redeveloped or substantially redeveloped up to 3 years from the first launch of the website. After this period, any update of this nature will be for the [Customer's](#) risk and account.

3. CONTRACT PERIOD

This is a Month-to Month contract, which requires one calendar month's notice in writing. For example, if notice is given on the 15th of January, termination will take effect on the 1st of March.

MONTHLY WEBSITE SEO (SEARCH ENGINE OPTIMISATION) - SPECIFIC TERMS OF SERVICE ("SPECIFIC TERMS")

These specific terms apply to monthly website SEO and are in addition to the general terms of service.

1. MONTHLY SEO

Monitoring of your website's performance and issues through various tools to ensure SEO is kept at an optimum. Monthly SEO includes:

- 1.1 Keyword Monitoring: Monitoring of [Customer](#)'s most popular Keywords on a Google Generic Search. We monitor up to 100 keywords per Website.
- 1.2 Website Performance check: Monitoring of the speed and quality of the website.
- 1.3 Keyword and Phrase Updates: Updating of keywords and phrases on the website based on checks and in consultation with the [Customer](#).
- 1.4 Google Analytics: Monitoring of monthly Google Analytics, this includes Website Traffic, Demographics, Behaviour, Locations, and Goals.
- 1.5 Monthly Google Analytics Reports: On Request.
- 1.6 Monthly Website Care Report: On Request.
- 1.7 The quantity of pages included for SEO is specified in the quote.

2. CONTRACT PERIOD

This is a Month-to Month contract, which requires one calendar month's notice in writing. For example if notice is given on the 15th of January, termination will take effect on the 1st of March.

ENGET LISTINGS - SPECIFIC TERMS OF SERVICE ("SPECIFIC TERMS")

These specific terms are in addition to the general terms of service.

1. APPLICATION

These specific terms apply to any 'EngNet listing' which means any listing provided for in the EngNet engineering directory found at www.engnet.co.za or related domains.

2. PAYMENT OPTIONS

Engineered Media offers 2 (two) payment options for EngNet listings. The customer may opt to pay an annual fee which is paid yearly in one lump sum or a monthly fee payable by way of a debit order in favour of Engineered Media. The two options are explained in more detail below.

- 2.1 Annual Payments: Engineered Media requires payment of 50% of the quoted amount as an advance payment before a project will be scheduled. The 50% balance that remains will be invoiced and due once the introductory letter is sent by e-mail from Engineered Media to the Customer to the address provided by the Customer. Every year that the Customer renews the listing the payment will be made in one lump sum payment.
- 2.2 Monthly Payments: All monthly fees are subject to a Debit Order. A Debit Order Authorisation Form must be fully completed and signed before a project will be scheduled. If the Customer chooses the monthly payment option, the Customer agrees to pay a deposit equal to 3 (three) months before the project will be scheduled.

3. CONTRACT PERIOD

All EngNet listings are for a 12-month contract period unless Engineered Media and the customer agree in writing to a different contract period ("contract period"). The contract period begins once the introductory letter is sent by e-mail from EngNet to the customer.

4. RENEWAL

Before the contract period expires, a renewal letter will be sent out electronically notifying the customer of the upcoming expiry of the listing. The customer will have the option to extend the contract period or cancel the listing.

- 4.1 If the Customer does not notify Engineered Media of its intention to extend the Contract Period or cancel the listing, Engineered Media will extend the Contract Period on a month to month basis. Termination will require one calendar month's notice in writing. For example if notice is given on the 15th of January, termination will take effect on the 1st of March.
- 4.2 If the Customer is not a Consumer as defined, Engineered Media reserves the right to renew the listing for the Contract Period without further notice.
- 4.3 If the Customer has selected the annual payment option and the Contract Period is renewed, the Customer will be invoiced for the annual payment.

5. CANCELLATION FEE

The customer will be liable to pay and agrees to pay the following reasonable cancellation fees if it selects to cancel the listing before the end of the contract period:

- 5.1 10% of the annual value of the project if cancelled before the listing goes live.
- 5.2 25% of the annual value or remaining portion of contract, whichever is lower, if cancelled after the listing goes live.

6. PERFORMANCE

Engineered Media does not warrant or guarantee any level of performance, traffic or outcome, financial gain or increased business because of the listing.