

Service Level Agreement (SLA) for Customer by Expand Marketing CC (2008 / 055007 / 23)

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Document Owner: Expand Marketing.

Approval of All work is subject to Our Service Level Agreement (SLA) Acceptance of proposals by email or payment indicates that you have read, understood and agree to Expand Marketing terms and that you have the authority to make purchase decisions on behalf of the company

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Agreement Overview

This document represents a Service Level Agreement (“SLA”) for the provision of web design, web development, web optimization, search engine optimization, pay per click, social media marketing, site audits, consulting, video and related goods or services (“the service/s”) by Pitch for and on behalf of the Client (hereinafter referred to as “the parties”) which together with the Service Brief and SLA agreement contains the only terms and conditions of “the agreement” between the parties. We may update this Service Level Agreement from time to time for legal or regulatory reasons or to allow the proper operation of the Pitch services.

Goal and Objectives

Pitch specialises in the provision of the services and related advice and undertakes to make available to the Client, within reason and at its discretion, its expertise, knowledge and experience to maximise the effect of the service, the Client in turn undertakes to provide all necessary information and feedback regarding the service.

Service Brief and Signed Quote

At the outset, the parties will determine and record the service brief in a document, which brief shall specify the nature and extent of the service, a quotation as to the price payable and payment terms, alternatively, the client shall specify one or more of the existing products available from Pitch.

Rendering of the Service

The service shall be rendered exclusively by Pitch, its employees, duly appointed agents and may rely on the services of various service providers. For rendering the service, the client hereby grants to Pitch the rights of temporary access and possession of its website.

Additional Services

If the Service Brief envisages the printing, filming, photography, drafting, origination or the use of any external service providers, the client hereby authorises Pitch, within its reasonable discretion, to employ service providers and incur disbursements for which the Client will be liable, and which are not included in the original quotation. Further, insofar as the service is dependent upon or derives functionality from any form of electronic connectivity, computer programs, applications, bandwidth or the support of any service provider, Pitch does not warrant the suitability, availability or functionality thereof and the Client exonerates Pitch from any liability whatsoever resultant therefrom.

Guarantee

The Client accepts that the deployment of the service is of a speculative nature and that there is no guarantee that the service will bring about the desired or intended result, accordingly, the Client will have no claims of any nature against Pitch arising from the advice or service provided by Pitch, accordingly, there is no refund policy.

Quotes and Cost Estimates

Cost Estimates will be honoured for 14 (fourteen) calendar days. A new quote will be drawn upon request from the client.

Payment – PLEASE READ CAREFULLY

All payment terms can be found on the quote or Service Brief or will be agreed separately for bespoke work. All prices and quotations are exclusive of VAT unless specifically stated to the contrary. Payment for any goods or services shall become due upon presentation of an invoice, or in accordance with terms specified in the Service Brief or quotation, in which event client will pay by direct bank transfer into the following bank account:

Account Name:

Expand Marketing

Account Type: Business Cheque Account

Bank Name: First National Bank

Branch Code: 250655

Account Number: 62178253268

Payments shall be made without deduction or set-off whatsoever, free of exchange, and at such place as directed by Pitch. All overdue amounts shall bear interest at the statutory rate of interest, such interest to be compounded and calculated monthly in arrears from due date to date of payment.

Payment and campaign approval which includes sign off needs to be made before booking the domain and Pitch reserves the right to request a change if this domain is not available and this will not impact on the payment obligation of the client and campaign approval sign off. A domain is registered every year and it is the client's obligation to make payment before this domain expires to renew it for the next year. All prices quoted are in South African Rands.

Payment Terms Website Packages - 50 % upfront and 50% prior project launch or as per specified due date on invoice. *Hosting & Antivirus* - Upfront annual payment and *Ecommerce Hosting* – Monthly or annual fee option *Marketing Set Up/Analysis* - Full payment due prior setup. - *Once Off Invoice Marketing and Monthly Maintenance* - Invoice Due Prior to Campaign Commencing. - *Monthly Invoice* All other work that falls outside this agreement will be quoted on an adhoc basis. Payment will be due as specified on invoice.

PPC (Pay per Click) payments to third parties such as Google and Social Media Suppliers must be paid monthly in advance prior to commencement of service.

In the event the credit card used to pay Google or social media suppliers is not that of the client a surcharge of 5% of the billed amount will be added to the account monthly.

Late payments being older than 30 days from date of invoice will carry a penalty of 2.5% (two-point five percent) interest accumulated per month. Payments overdue for 60 days will result in a suspension of all services until full payment for all outstanding fees plus interest is made.

Cancellation of Agreement

All Design & Development Services: Pitch will charge the client 50% of the total web development costs prior to project commencing. Should the client cancel the website agreement after the design concepts have been agreed but prior to the website going live. The scale of the charge will be dependent on what stage the project is at when the cancellation takes place. Prior to the site going live the remaining 50% will be due within 7 (seven) calendar days from notification date of the site going live. A website will not launch until final payment has been received, unless special agreement has been reached in advance.

All Marketing Services: The client acknowledges that this is a continuing service and can only be cancelled by giving Pitch 1 (One) Calendar Month written notice ie from the 1st to the last day of the month. Cancellation of this entire agreement shall in no way absolve the client from his/her/its obligation to remunerate Pitch for services rendered up to the date of cancellation and the client shall affect payment of all fees due to Pitch, calculated up to the date of cancellation, on or before such cancellation date. Refunds will not be issued for any reason.

Pausing Campaigns

Marketing campaigns produce the best results when it is uninterrupted. Clients request to pause campaigns/project *does not forfeit monthly management payment obligation*. Media spend may be reduced or paused but management fee will remain as per proposal. All outstanding invoices remain due upon payment due date.

Placement of Advertisements

Material, Image and /or content, required by Pitch, needs to be supplied to Pitch, in such a format as Pitch may specify, at least 7 (seven) business days prior to the campaign commencing. Pitch shall not be obligated to place any advertising that does not satisfy its requirements. The client is responsible to provide the advertising material and any delay or issues regarding the supply thereof, are not a basis to cancel, postpone or delay payment for the agreement. Pitch shall within reason look to ensure the full exposure period is delivered on. Pitch reserves the right to change the format, layout and look- and-feel of the advert and text to achieve click through target; Include any link in the web pages within Pitch, in its sole discretion as it deems appropriate; Reject or remove any Advertisements that are, in the sole discretion of Pitch, deemed improper, immoral or unlawful.

Hosting

If you are hosting the website elsewhere, the Company cannot guarantee that the website is fully compatible with all hosting provider's server operating systems, especially any contact forms, Content Management Systems, database driven websites etc. The company does not offer any technical support for any other web site hosting Company that you may choose (if you elect not to host the website with us). You may decide to host your domain with us or with a 3rd party. If hosted with a 3rd party, we will require website FTP logins and database access to transfer the completed web site from the Pitch test environment to the Client domain. Down time is minimized but may be experienced during transfer.

Default

If the Client fails to pay any amount due by it to Pitch or otherwise commits any breach of this agreement whatsoever, Pitch shall be excused from performing any of its obligations in terms hereof and shall be entitled, without notice, to immediately suspend or permanently withdraw or withhold the delivery or use of any goods or services supplied in terms of a lien over the goods and/or services until the client rectifies this breach and makes good all outstanding payments. If the clients' website is taken down for non-payment, *an additional R750.00 reconnection fee will be levied*. If Pitch institutes any legal proceedings, the client will be liable for attorney-client legal costs.

Notices

All-important communications shall be recorded in writing and transmitted between the parties to their respective specified physical, postal or electronic addresses, which are hereby chosen as their respective domicilium citandi et executandi.

Compatibility

Although we endeavour to give each visitor the same website viewing experience, Pitch cannot guarantee all design elements work with all browsers, especially older browsers that don't support HTML5 or CSS3. Our sites look best in Internet Explorer 10+, Firefox 5+, Chrome 13.5+, Safari 5+. Mobile template design not included, unless specified.

Change Orders and Addendum to Services

If at any time following acceptance of Service Brief or quotation, Client desires to add additional services or make changes to existing service brief, Client shall submit this request in writing, at which time Pitch will provide a Change Order or a Service Brief Addition to be signed/accepted by client and which shall be deemed part of this agreement. Work will not commence on change orders until authorisation is received. Change orders must be submitted in writing. Refunds will not be issued for any reason.

Clients Rights and Privacy Policy

The client may on conclusion of this agreement print or download a copy hereof, confirms that the service is of a personalised nature, designed to client's specifications and specifically authorises the commencement of the service prior to expiry of the 7-day cooling off period referred to in sec 44 of the Electronic Communications and Transactions Act. Information supplied by the Client is kept in the strictest confidence and will only be provided to third parties: (1) with Clients consent; (2) where it is necessary to carry out Clients instructions; (3) as reasonably necessary to provide features and functionality; (4) as permitted by law or regulation; (5) as necessary to enforce the rights of Pitch; or (6) to perform a credit check on any Client that requests any payment terms.

General

If design layout is based on client-provided graphics, Pitch reserves the right to adjust as necessary to conform to shopping cart platform. Rotating images, flash, javascript features not included, unless specified above. Custom sidebar elements, custom search functions not included unless specifically stated

Project Commencement

All Pitch projects will be scheduled for commencement only upon receipt of payment as set out on the terms of payment as per the quote provided and on condition all material, Image and /or content, required by Pitch from the Client is received. After work commences, please do not alter "Image" or "Display" settings under "Store Settings." Also, do not alter any settings or "Template Files" under "Design." Development work may be lost, and this may result in extra hourly fees if we need to redo work.

Project Completion

Upon completion of each phase of the project, Pitch will inform client prior to commencing with the next phase. Client feedback will be expected within a reasonable time frame. Once the website is completed as per the project work scope, Pitch will require approval from the client to proceed onto the next phase or launch the website within 30 (thirty) days of notification. Any ongoing support and maintenance on after completion and handover will be quoted separately. Only support and maintenance contained within the project scope is included prior to launch.

Rush Fee

Deliverables requested for a same-day turnaround will be subject to a 100% rush fee.

Content and Images

All content is to be provided by the Client unless part of the scope of the agreement. Our copywriters will review the content and provide minor edits if required. Special graphics and images need to be provided by the Client. Any other images will be sourced by our designers. All product images and descriptions for ecommerce platforms need to be provided by the Client. It is important to know that although images may be sourced, images/ graphics sourced may be subject copyright protection. Copyright laws dictate a fair usage of images/graphics sourced online. It is therefore highly recommended that clients source their own images and /or request our team to create new images/graphics.

Design Edits

Scope of work includes template design and agreed included services work only. Additional graphics will be created in the same style as the approved first graphic and each may be revised no more than one time for minor tweaks. Our template design service primarily covers the looks and layout of the website but does not add additional functionality to the site features, unless specified. All design work includes one (1) work in progress edit. Changes will be discussed and applied if edits are in line with the work scope. Custom design or development work will be quoted separately.

Turnaround Time

Each project has an estimated turnaround time. If you are working with a tight deadline, arrangements can be discussed to complete the project sooner. Project time allocations vary from turnaround times.

Additional Cost Allowances and Maintenance

Additional services or alterations outside the scope of the contract will be quoted as needed at a base rate. Website maintenance will kick in post website launch and will be billed as required on base rates. Activities that fall outside the agreed scope of work will be charged accordingly and a separate costing will be provided. These additional activities can include Production costs/ Media gifts or giveaway items/ Event hard costs/ Activation time management/ Courier costs/ Travel costs/ Additional design work/ Publication costs/ Additional copywriting work.

Media Spend

All packages contain a predetermined media spend to deliver results. Any additional media spend outside of the agreed proposal will carry a 35% management fee. Should client request Media spend to be reduced or paused, management fee will remain as per proposal.

Reporting

As part of our agreement we provide monthly reports for Marketing Services provided. These reports are based on specific tracking information from sources such as Google Analytics and various social media platforms or within their websites to not track against these sources anymore; but not limited to such sources. If the client makes changes to these tracking and reporting sources without notifying us of such changes in writing the reports will be deemed to be incorrect and no fault of ours. We will not be held responsible for such incorrect reporting; however, we will assist in rectifying such changes so that reporting will be correct from that point forward.

Proposal Approval All work is subject to Our Service Level Agreement (SLA) Acceptance of proposals by email or payment indicates that you have read, understood and agree to Expand Marketing terms and that you have the authority to make purchase decisions on behalf of the company.