

### Copyright

Under no circumstances will Kreativan or any employees of Kreativan be held responsible for any copyright disputes. It is the responsibility of the client/associate to gain whatever permissions/rights may be necessary for all work done by Kreativan prior to use. This includes any pictures and other content provided by Kreativan or by the client/associate. This is also the case if Kreativan is featured for gain in the final product. Any content provided by the client or Kreativan that is later discovered to have needed the proper rights for use, will be the responsibility of the client and any changes that may have to be made will be charged accordingly. The client shall indemnify and keep Kreativan indemnified from and against all or any proceedings, claims, damages, losses, expenses or liabilities of whatsoever nature which Kreativan may incur or sustain in connection with any unaltered materials specifically approved for publication by the client. The client warrants that any materials furnished to Kreativan will not involve Kreativan in any proceedings, claims or demands by a third party. Any property or information made available to Kreativan by the client for publication for any other purpose arising from or in connection with this agreement, shall remain at the sole and entire risk of the client. Kreativan will not be held liable for any loss or damage to any such property however caused, whether through negligence on the part of any person or not.

### Proofing of Artwork for Printing

Proofs can be done via digital printed proof, email or fax, although colours will vary from proof to print and colours cannot be proofed by fax or email. Colours may vary from proofs and samples and computer screens. Digital proofs, colours and quality may vary from litho printing. All content is assumed to be approved by the client, including all colours, content, errors and omissions. The client is 100% responsible for any mistakes made in proofing. All artwork that is printed is considered a sample until it has been signed and dated by the client. Thereafter it is considered a proof. Proofs are to be signed and dated before printing begins. If a mistake is noticed after final sign-off before printing begins and needs to be corrected, the client will be responsible for all costs on alterations to that artwork. This would apply, for example, in the event that printing plates have been made, but the job has not been run yet. Kreativan will charge the client for design time, regardless of the final product being printed or not. All goods that may be exchanged or loaned between Kreativan and the client for the purpose of executing a job must be returned within 10 working days unless otherwise stipulated.

### Content for Printwork

Client to supply existing logo and other images for printwork in high resolutions format e.g. pdf

### Website Content

It is the responsibility of the client to supply the correct wording and images for the website upfront. Kreativan will not be held responsible for publishing content with spelling and typing errors nor incorrect statements and images. Amendments required to the website afterwards will be billed at Kreativan's normal hourly rate. All wording for the website to be supplied in a digital and editable format, e.g. Word Document. Images for the website to be supplied in a digital format, e.g. jpeg or png. Client need to send instructions and content via email to Kreativan. A timeframe will be confirmed between Kreativan and the client to determine the estimate time of completion. Kreativan will charge the client for design time, regardless of the final product being published or not. Kreativan will not be held liable for any loss or damage to any such property however caused, whether through negligence on the part of any person or not, this include copyright disputes.

### Payment terms

Quotes are valid for 7 days from the date on the quotation. A deposit of 50% to 100% is required upfront. Deposits are non-refundable. The client will be bind by the terms and conditions when accepting a quotation, either by signing the quotation or made the first payment towards the quotation. Work on any project will commence only after all content and final instructions from client was received. Any redraws needed to make changes to original content and instructions will be billed at Kreativan's normal hourly rate. All work done is COD unless otherwise stated. Interest of 10% will automatically be charged on all COD work not paid for within 30 days. All work remains the property of Kreativan until paid for in full. This also means that invoices which contain multiple items must be paid for in full before any item becomes the property of the client. Work in progress will be billed every 2 weeks for the amount of work that has been completed to date, in accordance with Kreativan's hourly rate. COD terms apply. Should the need arise, Kreativan may cease to work for or hold back completed projects until such time as the account has been brought up to date. Should a project be aborted by the client for any reason, the client will be held liable for payment for all work and costs incurred to date. Kreativan will not be held responsible for any damages that may result from the late delivery of any product from a printer or outside party contracted by the client. Kreativan will

not be held responsible for any damages that may result in the late delivery of any product caused by deadlines not met by the client. In the event that retainers are applicable in a contract, such retainers are non-refundable. All prices are subject to change without notice.

## Domain Hosting

All payments for domain hosting must be received before the last day of the month for the next month in advance. Annual registration fee will be due two months before the new cycle starts. Failure to comply with the terms for payment of hosting and annual registration fees will cause the website to be suspended on the 1<sup>st</sup> of the month for seven days. Access to email accounts or website content will be denied during this period. To unsuspend the domain, client will need to make the full outstanding payment plus a penalty fee of R250 (Two hundred and Fifty South African Rand) before the 7<sup>th</sup> of the month. If no payment was received after the 7<sup>th</sup> of the month the domain will be cancelled with all its content, this included all emails in all email accounts and the complete website. No option to recover the content will then be available thereafter. It is the responsibility of the client to back up all files of the domain before the cancellation or transfer date. The domain name will become the property of Kreativan to sell to anybody of the public. Monthly hosting and annual registration fees may change without prior notice. The client shall indemnify and keep Kreativan indemnified from and against all or any proceedings, claims, damages, losses, expenses or liabilities of whatsoever nature which Kreativan may incur or sustain in available connection to the domain or email accounts. The client will not held Kreativan liable nor responsible for the online availability of the domain nor the email accounts. All instructions need to be send via email. The client warrants that any materials furnished to Kreativan will not involve Kreativan in any proceedings, claims or demands by a third party. Kreativan will not be held liable for any loss or damage to any such property however caused, whether through negligence on the part of any person or not.

## General

Clients and Kreativan are responsible for informing each other of any changes of addresses and contact details. Kreativan is not responsible for any damages caused by any malfunctioning equipment belonging to the client, Kreativan or any outside contractor. The client is responsible for ensuring that they have the necessary and compatible software, platforms and computers to receive and view all material from Kreativan . Kreativan acknowledges a duty not to disclose any confidential or competitive information relating to the client or to any work done on behalf of the client to any third party whilst under contract to or after the contract has been terminated without the client's written permission. Kreativan cannot guarantee and will not be held liable for the availability of third party links and other supplies or the lack thereof. Should delays in supplying work occur, due to illness, death or any unforeseen reason to an employee of Kreativan or third party supplier, Kreativan will not be held liable for penalty fees for not reaching deadlines.