



## TERMS AND CONDITIONS

This document sets out the terms and conditions upon which Digital Dynamite Studio (Pty) Ltd (registration number [2019/500401/07](#)) with its registered address at 1st Floor, Building 5, Bryanston Gate, Homestead Ave, Bryanston, Sandton, 2191. (“**Digital Dynamite**”) has agreed to provide its services to you, as the Client. Your receipt of this document and/or acceptance of any Digital Dynamite proposal and/or service indicates your explicit and/or tacit acceptance of the terms of engagement listed below, and any annexures attached hereto (“**Terms**”).

### 1. RELATIONSHIP OF THE PARTIES

- 1.1. Digital Dynamite is a service provider and has no employment relationship with the Client. Nothing contained in these Terms shall be deemed to constitute a partnership, joint venture, employer/employee agreement or the like between them. Digital Dynamite shall not, by reason of the actions of any of the other parties, incur any personal liability as co-partner to any third party.
- 1.2. Unless otherwise agreed between the parties, Digital Dynamite is not required to provide its services exclusively for the Client, as long as the services rendered to third parties does not detract and interfere with the quality and/or efficiency of the services it provides to the Client.
- 1.3. Both parties accept that this agreement may be amended or changed by Digital Dynamite and will be in immediate effect once Digital Dynamite has sent a copy or summary of the changes to this document to the person outlined in 6.1.2.

### 2. THE SERVICES

- 2.1. Digital Dynamite will provide its services to the Client based on the requirements communicated by the Client in written correspondence (“**Services**”), as set out in greater detail in Annexure A.
- 2.2. Once a proposal has been accepted in writing, or through links provided, by the Client and the Deposit (as defined below), where necessary, is paid by the Client for the Services, Digital Dynamite will begin providing the Services to the Client.
- 2.3. A scope of work document outlining the general timeline for the Services, any rounds of revision and general progression of the Services will be provided by Digital Dynamite to the Client.
- 2.4. The Client understands that Digital Dynamite will require certain information from the Client and/or its contracted third-party service providers to properly render the Services. Failure or delay by the Client in providing this information will lead to delays in provision of the Services for which Digital Dynamite will not be liable.

### 3. BRIEFING

- 3.1. Before the Services commence, Digital Dynamite and the Client will meet and/or correspond, verbally or in writing, to discuss their engagement, the Services, and the scope of work.

- 3.2. The Client understands that any ideas which Digital Dynamite presents during briefing and the surrounding discussions are the intellectual property of Digital Dynamite and that the Client will have no right whatsoever to use or disclose any of these ideas without Digital Dynamite's express prior written permission. The Client further understands that by breaching this clause 3.2, it will cause direct financial damage to Digital Dynamite. As such, Digital Dynamite reserves the right to claim damages, amongst other remedies, from the Client, should the Client fail to adhere to this provision.

## 4. PAYMENT TERMS

### Service Fee

- 4.1. Digital Dynamite will charge a fee for the Services. This fee, including any necessary disbursements or additional costs is detailed in the proposal provided to the Client and in Annexure B hereto ("**Service Fee**").

### Variations

- 4.2. The Service Fee is subject to change, should the requested Services be altered in any way by the Client after commencement of these Terms, including any additional rounds of review. Digital Dynamite will provide a proposal for the Services as varied, which an additional sum will be added to the Service Fee. If the Client does not accept the updated proposal, Digital Dynamite is not obliged to carry out any additional services.
- 4.3. If disbursements require upfront payment, the Client will be required to pay the costs before Digital Dynamite carries out the additional services.

### Payment Delays

- 4.4. Digital Dynamite reserves the right to suspend the Services in its sole discretion should any payment be delayed.
- 4.5. Should an invoice remain unpaid for more than 7 (seven) calendar days, interest will be charged on any outstanding amounts at a rate of 2% (two percent) per month. The Client undertakes to pay any such interest along with the Service Fee, where necessary.
- 4.6. The Client acknowledges and agrees that it is not a valid reason to withhold payment of the Service Fee due to the Client not being paid by a third party, and accordingly, the Client will pay the Service Fee timeously, regardless of whether it has been paid by a third party or not.

## 5. MAINTENANCE AND SUPPORT

- 5.1. Should any of the Services provided require ongoing support and/or maintenance, such support and/or maintenance services shall be quoted for in addition to the Service Fee.
- 5.2. The Client shall be quoted up front for an agreed-upon sum of money, which shall be recorded against the Client's account and deducted from as and when the Client requires any maintenance to be performed.

## 6. OBLIGATIONS OF THE CLIENT

- 6.1. The Client undertakes to Digital Dynamite, in relation to the Services that the client will:

- 6.1.1. pay each invoice issued in terms of Annexure B timeously and in full;
- 6.1.2. provide the contact details of an employee(s) with decision-making authority who will attend to all correspondence from Digital Dynamite;
- 6.1.3. provide Digital Dynamite with clear, timeous, and reasonable instructions and directions where necessary;
- 6.1.4. use the Services for the purpose for which it was created, and comply with any laws or regulations in force where the Services will be used; and
- 6.1.5. not do anything or allow any act to be done which does or is reasonably and foreseeably likely to prejudice the good name and reputation of Digital Dynamite.

## 7. GENERAL OBLIGATIONS OF Digital Dynamite

- 7.1. Digital Dynamite undertakes to the Client in relation to the Services that it:
  - 7.1.1. shall render the Services in accordance with these Terms and with the deliverables, timeframes and specifications provided in consultation with the Client;
  - 7.1.2. shall act in a manner as it reasonably considers to be most beneficial to the interests of the Client;
  - 7.1.3. shall render the Services in accordance with good industry practice and shall exercise due care, diligence, and skill in the provision of the Services;
  - 7.1.4. shall respect, observe, and adhere to all applicable laws and the rules of any applicable professional regulatory body;
  - 7.1.5. will provide the Client with any information and reports reasonably requested by the Client in connection with the Services;
  - 7.1.6. is reasonably experienced, organised, financed, equipped, staffed, qualified and able to render the Services in each and every respect; and
  - 7.1.7. shall not do anything or allow any act within its reasonable control which does or is reasonably and foreseeably likely to prejudice the good name of the Client.

## 8. INTELLECTUAL PROPERTY

- 8.1. General
  - 8.1.1. Ownership and copyright in the deliverables created out of the Services will remain Digital Dynamite's property until the Service Fee has been paid in full. Upon full and final payment being made by the Client, Digital Dynamite shall assign ownership of the deliverables to the Client.
  - 8.1.2. The Client will only own the works created out of the Services which it has accepted as part of the final version ("**the works**"). As a result:

8.1.2.1. the Client will have no ownership or claim of any rights of any nature over any of the works presented to the Client, but not accepted as part of the final version; and

8.1.2.2. Digital Dynamite shall retain ownership of the source files in respect of the Services unless otherwise agreed between the parties and subject to an agreed fee. The Client may utilise the services of other designers, but Digital Dynamite shall not be obliged to hand over any of the source files for the works.

8.1.3. For clarity, Digital Dynamite will retain ownership of all works presented but not accepted by the Client as well as all source files in respect of the Services.

8.1.4. The Client understands and agrees that it will have no rights, title, or interest to any of the contact details, information, databases, or know-how which Digital Dynamite utilises to provide the Services. Digital Dynamite's such information will at all times remain the intellectual property of Digital Dynamite.

## 8.2. Portfolio Work

8.2.1. Unless otherwise agreed between the parties, the Client provides Digital Dynamite with the right to use and display, in perpetuity, any part of the deliverables for its own promotional or marketing purposes in any medium or public space (including its website and portfolio), even once the Service Fee has been paid in full. It is the responsibility of the Client to inform Digital Dynamite if any part of the deliverable is confidential or will have a detrimental effect on the Client if used by Digital Dynamite for promotional or marketing purposes.

## 8.3. Third-Party Licenses

8.3.1. If the Services require any third-party services or licenses, Digital Dynamite shall guide the Client as to the necessary license but shall not obtain such third-party licenses on the Client's behalf.

8.3.2. In this regard, it is specifically provided that:

8.3.2.1. Digital Dynamite will not be liable for any fees, charges, or other obligations required for the continued use of such third-party licenses, and the Client shall be responsible for the maintenance of all licenses and the payment of all such fees, charges, or other obligations;

8.3.2.2. Digital Dynamite shall not be liable to the Client for the failure by any third party to provide any licensed services.

## 9. **CONFIDENTIALITY**

Neither party shall during, or after the provision of the Services, use, to the prejudice or detriment of the other party, or divulge to any person any material, trade secret or any other confidential information concerning the business affairs of the other party which may have come into its



possession or knowledge during the course of these Terms or pursuant to the booking or provision of the Services.

## 10. USE OF SUB-CONTRACTORS

Digital Dynamite shall be entitled to utilise sub-contractors for any of the rights or obligations contained in these Terms, provided that such sub-contractors are bound to the same standard of service as Digital Dynamite. Digital Dynamite shall be responsible for the conduct of its chosen sub-contractors.

## 11. DATA PROCESSING

- 11.1. Digital Dynamite understands and agrees that it may, during its provision of the Services, operate as an “operator” of personal information, as defined in the *Protection of Personal Information Act, 2013* (“**POPI**”) on behalf of the Client.
- 11.2. Accordingly, Digital Dynamite warrants that it shall adhere to all applicable duties and obligations of an “operator” as defined and required under POPI when processing any personal information it derives from the Client and/or its data subjects, pursuant to its provision of its Services. These duties and obligations include ensuring that all such personal information it may have access to from the Client is treated strictly confidential and is secured and processed at standards equal to or better than that required by POPI and/or the Client.
- 11.3. To ensure Digital Dynamite can meet its obligations and duties as an operator, the Client warrants that it shall limit Digital Dynamite’s access, to that of administrator of only those databases directly owned by the Client. Digital Dynamite shall not directly access or process any of the Client’s own client information.
- 11.4. Further, both parties expressly indemnify the other party against any third-party claims which may be brought against either party for that party’s failure to adhere to their duties as prescribed under POPI related to their role as either or both the relevant responsible party and/or operator as defined in POPI.
- 11.5. Both parties warrant to each other that when providing their own data, or their data subjects’ data to the other party for processing or whatever reason, they have the lawful right/s and/or required express and informed consent of such data subjects to share data with the other party.
- 11.6. Digital Dynamite is also aware that the Client is not necessarily the “responsible party” when processing the personal information of data subjects, and as such, Digital Dynamite may be required to engage a third party to ensure that its duties under POPI are satisfied.
- 11.7. Should the Client have any additional terms and conditions relating to how Digital Dynamite must process personal information provided to it by the Client, the same additional conditions of processing must be contained in a data processing agreement between the parties in writing.
- 11.8. Digital Dynamite also warrants to the Client that it has no criminal convictions or judgments recorded against it which relates to crimes relating to fraud, unlawful use of

personal information or any crime related to the illegal use or processing of personal information in any way.

- 11.9. Digital Dynamite also understands and agrees that for data continuity and risk-mitigation purposes, should these Terms be terminated for any reason, and unless otherwise provided for in another data processing agreement between it and the Client, Digital Dynamite will cease all processing of personal information provided to it by the Client, as well as permanently delete/destroy any personal information of the Client's on/within their systems within a reasonable period following termination.

## 12. CANCELLATION

- 12.1. Should the Client wish to cancel the Services, the following will occur:
- 12.1.1. unless otherwise provided, the Client must give Digital Dynamite 30 (thirty) calendar days' written notice of its intention to cancel the Services;
  - 12.1.2. Digital Dynamite shall provide the Client with a final invoice which will cover all expenses, disbursements or Services already incurred or provided by Digital Dynamite prior to the date of termination. The Client understands that the final invoice will include any reasonable loss Digital Dynamite has suffered from the cancellation of the Services;
  - 12.1.3. the parties will hand over to the other party any document, equipment or confidential information belonging to that party.
- 12.2. Digital Dynamite, in its sole discretion, may reduce the notice period provided for in clause 12.1.1 above on request from the Client. In deciding whether to reduce the period, Digital Dynamite will consider the nature of the Services being provided and the effect of cancellation.

## 13. LIABILITY AND INDEMNIFICATION

- 13.1. Each party warrants to the other that any information, including but not limited to, images, copy, software, documents or designs provided to a party in connection with the Services is free from any copyright and/or does not infringe upon any rights of any third party to which the information belongs or all fees, royalties and payments have been made to and permissions granted from the lawful copyright owner.
- 13.2. Apart from instances of dishonesty or gross negligence, Digital Dynamite will not be liable for loss, damage, or delay, including loss of profits and consequential loss, suffered by the Client as a result of Digital Dynamite's provision of the Services or negligence in respect thereof, after the Client has accepted the Services.
- 13.3. The Client agrees to hold harmless and indemnify Digital Dynamite against any losses, expenses, claims, damage, or delay, including loss of profits and consequential loss, suffered by the Client as a result of the utilisation by Digital Dynamite of the services of any third-party suppliers, breach of any intellectual property rights or in the course of providing the Services.



- 13.4. The Client acknowledges and agrees that the use of the Services is based on the information that the Client provides and is at its own risk. Neither Digital Dynamite nor its employees, suppliers, and/or licensors warrant that the Services will result in the Client's desired outcome. Digital Dynamite does not make any warranty as to the results to be obtained from the use of the Services and the Services are made available to the Client on an "as-is" and "as-available" basis without warranties of any kind, either express or implied.

## 14. BREACH

- 14.1. Either party ("**the innocent party**") shall have the right, at its election, to terminate these Terms forthwith by giving notice in writing to the other party ("**the breaching party**") in the event that:
- 14.1.1. on written notice to the effect by the innocent party, should the breaching party commit any breach or permit the commission of any breach of any material obligation or warranty contained in the Terms and, in respect of such a breach capable of remedy, fail to remedy that breach within 5 (five) business days after the giving of written notice to that effect by the innocent party to the breaching party; or
  - 14.1.2. the breaching party repeatedly breaches any of the terms and/or conditions of the Terms in such a manner as to justify the innocent party in holding that the breaching party's conduct is inconsistent with the intention or ability of the breaching party to carry out the provisions of the Terms.
- 14.2. The cancellation of the Terms by the innocent party in the circumstances contemplated in clause 14.1 shall be without prejudice to any other rights or remedies the innocent party may have in law (including the right to claim damages).
- 14.3. In the event of cancellation of the Terms in the circumstances contemplated in clause 11.1, written notice of any such cancellation shall be given and such cancellation shall take effect on the giving of such notice.

## 15. DISPUTE RESOLUTION

- 15.1. Should any dispute, disagreement or claim arise between the Client and Digital Dynamite concerning the Services or anything related thereto, the parties shall endeavour to resolve the dispute amicably, through investigation (internally by risk officer), negotiation, and with the best interests of both parties in mind.
- 15.2. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, it shall be resolved with the assistance of any industry expert, or finally, by arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by Digital Dynamite.
- 15.3. The parties both agree that in no circumstance will either party publicise the dispute on any media platform, including social media. The parties understand that any publicity of

this nature can cause serious damage to the other party, which damage may result in a financial claim.

## 16. FORCE MAJEURE

It is agreed that neither party shall be liable for delay or failure to perform any obligations contained herein if such delay is due to acts of God, fire, earthquake, labour dispute, war, martial law, interruption of transport, government order, electrical load-shedding or surges, riot, revolution, outbreak of epidemic, pandemic or other widespread diseases or any other cause beyond the reasonable control of the parties.

## 17. SERVICE ADDRESS

Each of the parties choose *domicilium citandi et executandi* for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from the Terms at their respective addresses as nominated to each other in writing from time to time.

## 18. GENERAL

- 18.1. **Survival of Rights, Duties and Obligations:** Termination of these Terms for any cause whatsoever shall not release either party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.
- 18.2. **Entire Agreement and Variation:** No alteration, consensual cancellation, variation of, or addition to these Terms shall be of any force or effect unless reduced to writing and signed by both parties. These Terms contain the entire agreement between the parties and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 18.3. **Indulgences:** No indulgence, leniency, or extension of time which any party (“**the grantor**”) may grant or show to the other shall operate as an estoppel or in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- 18.4. **Governing Law:** These Terms shall be governed by and interpreted in accordance with the law of the Republic of South Africa. All disputes, actions, and other matters in connection with the Terms shall be determined in accordance with such law.
- 18.5. **Invalidity:** Any provision of these Terms which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 18.6. **Severability:** Each undertaking in these Terms shall be construed as a separate undertaking and if one or more of the undertakings contained in the Terms is found to be unenforceable or in any way unreasonable, the remaining undertakings shall continue to bind the parties. To the extent possible in any jurisdiction to which these Terms may apply or in which these Terms may be enforced, if any undertaking contained in these Terms is found to be void but would be valid if the period of application thereof were reduced or if



some part of the undertaking were deleted, the undertaking in question shall apply with such modification as may be necessary to make it valid and effective.

- 18.7. **Cumulative Rights and Remedies:** The rights and remedies of the parties under these Terms are cumulative and in addition to any rights and remedies provided by law.



## ANNEXURE A – THE SERVICES

### 1. SERVICES - Further explanation of the below points can be provided during/before Discovery and/or Onboarding phases. Invoice amounts may depend on included and excluded services stipulated in written conversations.

- 1.1. Brand Development
  - 1.1.1. Discovery Meeting
    - 1.1.1.1. Market research
    - 1.1.1.2. Client clarification & alignment
    - 1.1.1.3. Access to relevant analytics/ad platforms as well as website login credentials
  - 1.1.2. Brand Development:
    - 1.1.2.1. Visual identity development
    - 1.1.2.2. Brand guide development
    - 1.1.2.3. Brand consistency across platforms
- 1.2. Website Design
  - 1.2.1. Ideation/Conceptualisation:
    - 1.2.1.1. Idea generation and exploration
    - 1.2.1.2. Concept development
    - 1.2.1.3. Campaign ideation
    - 1.2.1.4. Creative problem-solving
  - 1.2.2. UX & UI:
    - 1.2.2.1. Site information architecture
    - 1.2.2.2. Wireframing
    - 1.2.2.3. UI design
    - 1.2.2.4. UX & UI audits
  - 1.2.3. Digital Design:
    - 1.2.3.1. Digital advertising design
    - 1.2.3.2. Typography and layout design
- 1.3. Website Development
  - 1.3.1. Hosting Configuration Assistance (No Hosting)
  - 1.3.2. WordPress Setup, Hosting configuration & Development
  - 1.3.3. Plugin Development and Third-party Integration
  - 1.3.4. eCommerce solutions with WordPress and Shopify (excluding product management)
  - 1.3.5. Site Performance Optimization
  - 1.3.6. Third-Party API integrations
  - 1.3.7. Maintenance and Support (Once-off)
  - 1.3.8. Ongoing Maintenance and Support (After Retainer discussion has been concluded and agreed upon)
  - 1.3.9. Website Migrations
  - 1.3.10. Training and Consultations (30 min maximum)

## 1.3.11. Website Security Best Practice Setups

### 2. Login Credentials

2.1. Digital Dynamite will, upon request, consent and provision of by the client, require existing login credentials for specified systems in order to carry out agreed upon and invoiced services. Digital Dynamite may also need to create login credentials on behalf of the client as well, these login credentials, once created, shall be immediately shared with the client.

2.1.1. Digital Dynamite confirms with and agrees that the login credentials provided by the client or created by Digital Dynamite for the client, are to be stored in a digitally secured password vault

### 3. PRESENTATION OF SERVICES

3.1. Prior to the final Services being delivered to the Client, the Client will be provided with 3 (Three) of rounds of review to provide any feedback and/or amendments to the Services before finalisation thereof.

3.2. For each round of review, the Client will provide written feedback within 7 (seven) business days of receiving the review. Thereafter, Digital Dynamite will alter the version received based on the Client's feedback.

3.3. A round of review will be considered accepted and completed if the Client, following receipt of the version for review, has not requested any additional alterations within 7 (seven) business days of receipt.

3.4. Should the Client require further amendments after the final version has been accepted, Digital Dynamite may, in its sole discretion, charge an additional fee to the Service Fee. The additional fee will be communicated to the Client in advance.

### 4. OUT OF SCOPE AND URGENT WORK

4.1. Any urgent work or work which the Client requires to be performed outside of the scope of work will be billed hourly at a rate of R1050 (one thousand and fifty Rand) (ex VAT) per hour. Any urgent consultation or consultation that the Client requires to be performed will be billed hourly at a rate of R1250 (one thousand two hundred and fifty Rand) (ex VAT) per hour.

4.2. Business hours are defined as between 09h00 and 16h30 on weekdays (Monday to Friday), excluding weekends and recognised South African public holidays.



## ANNEXURE B – PAYMENT TERMS

### 1. Invoice and Payments

1.1. Digital Dynamite will prepare a proposal for the Client based on the requested Services which shall include the Service Fee and any other associated costs for the Services.

1.2. Once the proposal has been accepted by the Client, the Client will be provided with an invoice for payment thereof.

#### 1.3. Project-based or ad-hoc Services

**1.3.1.** An invoice will be paid by the Client as follows for projects:

1.3.1.1. a non-refundable deposit of [50]% (fifty percent) of the Service Fee will be paid to Digital Dynamite upon acceptance of the proposal ad receipt of the invoice by the Client (“**the Deposit**”); and

1.3.1.2. the remainder of the Service Fee and any additional costs or disbursements necessary for provision of the Services will be paid within 30 (thirty) days after completion of the Services.

**OR**

1.3.1.3. the remainder of the Service Fee and any additional costs or disbursements necessary for provision of the Services will be paid by the Client in equal monthly payments as defined within the proposal provided until completion of the Services.

1.3.2. An invoice will be paid by the Client as follows for ad-hoc services:

1.3.2.1. Invoices for existing clients shall be actioned upon,

1.3.2.1.1. The invoiced Service Fee and any additional costs or disbursements necessary for provision of the Services will be paid within 30 (thirty) days after completion of the Services.

1.3.2.2. Invoices for client new to the company will upfront payment of the invoice before actions are taken to provided the invoiced services

1.3.2.3. However, exceptions are possible through discussion and agreement between the company and client in writing.

1.4. Please note that Digital Dynamite shall not begin production for any requests until the non-refundable deposit has been received. Unless otherwise discussed with and arranged with the managing director.

#### 1.5. Retainer Services

1.5.1. Where the Services are being provided on a retainer basis, Digital Dynamite will charge a monthly Service Fee for the Services. The Service Fee, including any necessary ongoing disbursements or additional costs, is detailed in the proposal and subsequent invoice/s, which will be delivered by Digital Dynamite to the Client by the 21<sup>st</sup> calendar day of each month in which the Services are

provided. The Client shall make payment of the full amount of the invoice by the 1<sup>st</sup> business day of the following month in which they receive the invoice. If Digital Dynamite delivers an invoice to the Client after the 21<sup>st</sup> day of the month, the Client shall be given a 7 calendar day grace period from the 1st Business day of the following month to make payment of the full amount of the quote/invoice unless otherwise agreed to by both parties.

- 1.5.2. It is specifically provided that the Client shall only be entitled to carry over any unused time in respect of the retainer in any calendar month to the immediately following calendar month, but any such unused time not used in such immediately following calendar month shall be forfeit.
- 1.6. The Service Fee does not include any import/export fees, collection/release charges, international taxes, licensing fees or other incidental fees which may arise through Digital Dynamite's provision of the Services. These additional costs will be for the Client's account.
- 1.7. Invoices will reflect the Service Fee and any additional disbursements or costs, inclusive of Value Added Tax, where applicable.
- 1.8. Invoices will be paid free of exchange, bank fees or set off, by the Client into Digital Dynamite's South African bank account nominated in writing for that purpose, or as displayed on an invoice.



## TERMS OF ENGAGEMENT SUMMARY

### 1. INTRODUCTION

The below document summarises the Terms of Engagement of Digital Dynamite which will be applicable to your use of its Services.

### 2. SUMMARY OF TERMS

The Terms include the following clauses which are applicable to you as the Client. These clauses can be summarised as follows:

- 2.1. UX: User Experience.
- 2.2. UI: User Interface.
- 2.3. Relationship of the Parties: Digital Dynamite is a service provider to you as the Client. We are not considered to be in any other form of relationship especially that of employer/employee or partners.
- 2.4. Discovery: Meeting between client (Relevant parties) and Digital Dynamite (Relevant parties) where discussion surrounding project consultation, business objectives, target audience, requirements, needs assessment, technology recommendations, channels of communication, workflow, timeline and resource planning occurs.
- 2.5. The Services: Digital Dynamite will provide you with the Services specified in Annexure A and any proposal document sent to you.
- 2.6. Briefing: Before Digital Dynamite commences with the Services, we may brief you on options or ideas with respect to the Services you are looking to receive. Any idea that you do not proceed with will remain Digital Dynamite's and you will have no rights to that idea or its associated intellectual priority.
- 2.7. Payment Terms: Digital Dynamite's payment terms are set forth in Annexure B. As compensation for Digital Dynamite's Services, you will be responsible for paying the Service Fee.
- 2.8. Maintenance And Support: Any on-going maintenance and support will be an additional cost which Media Active will provide a quote for.
- 2.9. Obligations of the Client: These are the obligations you owe Digital Dynamite for the duration of our relationship.
- 2.10. General Obligations of Digital Dynamite: These are the obligations Digital Dynamite owes you for the duration of our relationship.
- 2.11. Intellectual Property: You, as the Client, will own the intellectual property created by Digital Dynamite once the Service Fee has been paid in full.
- 2.12. Confidentiality: These Terms and any information shared between us will be confidential and held in such confidence even after termination of the relationship. Except when clear consent is given by the client or as required by law or legal institutions.





- 2.13. Use of Sub-Contractors: Digital Dynamite may use subcontractors to carry out any of the Services. Digital Dynamite will however remain liable for the action and conduct of its subcontractors. Digital Dynamite will confirm with the client, whom/what company is being subcontracted and for what reason.
- 2.14. Data Processing: Data will be processed by the parties in accordance with the requirements of the Protection of Personal Information Act, 4 of 2013.
- 2.15. Cancellation: These Terms can be cancelled subject to reasonable notice provided by you to Digital Dynamite.
- 2.16. Liability and Indemnification: These are the clauses that disclaim Digital Dynamite's liability.
- 2.17. Breach: The process that must be followed where one party breaches any of the provisions of these Terms.
- 2.18. Dispute Resolution: The process to follow where there is a dispute that arises between us.
- 2.19. Force Majeure: Neither party will be liable to fulfil their obligations where there is an external force (such as an act of nature) that objectively prevents them from doing so.

*The terms and conditions of this document were last amended and update on Wednesday 5 November 2024\**