

TERMS AND CONDITIONS

For the purposes of these Terms and Conditions:

- "Activation date" refers to the start date of the contract
- "Client" refers to any legal entity that purchases Electronic Products from Agency. This also includes legal entities that receive any Digital Solutions from Agency free of charge.
- "Billing Date" refers to the date that the first invoice is sent to the client.
- "Cooling off period" refers to five days after the electronic contract has been signed. During which time this contract may be cancelled without prejudice to the client.
- "DMMA" refers to the Digital Media and Marketing Association.
- "Digital Solutions" refers to any digital form of publishing and / or advertising products, consisting of but not limited to. Online. Mobile and Telephonic publishing and/or advertising products.
- "Initial period" refers to the time frame for the contract duration.
- "Agency Platform" refers to print, online, mobile, telephonic or other advertising medium owned or used by Agency.

1. Publication of Advertisement

1.1 By its signature on the contract, Client hereby authorises Agency to publish the advertisements required as specified within this contract, provided that the relevant business rules for all products and combination thereof are upheld

2. Terms and Conditions of Payment

2.1 The costs of any additional artwork or production material shall be for the account of Client and included in the total contract price specified in the contract which shall be charged in the case of Digital Agency on the date on which the advertisement is marked "live" by Agency.

2.2 If payment is by means of a monthly debit order, the debit order shall commence on the Billing Date (Initial Period) and will continue for 12 (twelve) monthly instalments unless otherwise indicated in this contract. Said instalments will thereafter automatically renew on a month to month basis (Renewal Period) unless terminated by Client on written notice to be received by Agency not less than 1 (one) clear calendar month prior to the last day of the initial Period or Renewal Period as the case may be.

2.3 All Digital Solutions and combinations thereof are subject to annual increases on the 1st of April of each year.

2.4 All debit order dates that fall on a Sunday or Public Holiday will be processed on the following working day.

2.5 In the event that the debit order is unsuccessful Agency will attempt to collect the outstanding amounts on the 20th calendar day of the month for all debit orders presented on the 1st, 5th or 15th and on the 1st calendar day of each month for all debit orders presented on the 20th and last day of the calendar month and thereafter. Should the debit order be unsuccessful the second time the Digital Solution shall be cancelled.

2.6 In the event that payment is not received in any other form and the account is overdue for 60 days or more, the electronic advert will be cancelled.

2.7 In the event of payment default, Client shall be charged interest on all amounts outstanding. Such interest shall be charged as per the prescribed rate of interest in terms of the National Credit Act 34 of 2005. Such interest rate shall be determined by Agency which will not exceed the maximum rate allowed under the National Credit 34 of 2005 and provided that the said rate shall be uniformly applied to all amounts outstanding and due.

2.8 Notwithstanding anything to the contrary herein contained and in particular the terms of payment agreed upon, in the event of any of the following occurrences, the full contract price shall forthwith become due and payable namely;

2.8.1 Client alienating or in other manner disposing of or giving up its business or substantial part of its assets or in the event of Client passing a resolution for any of the foregoing;

2.8.2 Client ceasing or threatening to cease to carry on its business or passing a resolution for the winding-up of a substantial portion of its business.

2.8.3 A judgement being granted against Client and such judgement not be satisfied within 7 (seven) days of the date thereof

2.8.4 Client compromising or entering into an agreement with any of its creditors whatsoever.

2.8.5 The provisional or final sequestration/ liquidation of Client or a judicial manager being appointed over Client.

2.8.6 The monthly charge overleaf not being billed for any reason whatsoever by Telkom SA limited:

2.8.7 Client's failure to make timeous payment of any charges due in terms hereof:

2.8.8 Should Agency cancel this Agreement in terms of Clause 2.9 or should Client at any time prior to the closing date as specified, cancel this agreement, Client will be liable for a cancellation fee of 10% (ten percent) of the annual total contract value on the Digital Solutions. The cancellation fee will not apply if the contract is cancelled by either party during the cooling off period as defined above.

3. Duration of Contract

3.1 This Agreement will commence on the Activation date and, subject to the terms of this Agreement, will continue for 12 (twelve) monthly instalments, unless otherwise indicated in this contract and thereafter shall continue on a month to month basis (Renewal Period) until terminated by either party. Termination of this Agreement by either party will be on not less than 1 (one) calendar month's written notice. Subject to the conditions stipulated in this

Agreement in 7 "Service Level Agreement". Notice should be sent to admin@leadsagency.co.za.

4. Digital Traffic Products

4.1 Digital Traffic Products are those products which generate traffic for Client from external sources

Outside of Agency. An example of an external source could be search engines on the internet.

The traffic could be directed to an Advertiser's own electronic resources (for example, a website)

or to an Agency electronic product owned by Client, provided the business rules are upheld.

For example: For Digital Traffic Products bought from Google. Agency retains a management fee

Indicated in this contract and the remaining ad-spend is used on Google at the prevailing Google rates, which are determined by Google.

4.2 Agency will generate traffic for Client by lawful and permissible use of legitimate platforms, in compliance with applicable legislation.

4.3 Agency will not sell leads obtained for and on behalf of Client during the course of fulfilling this contract.

5. Limitations of Liability

5.1 Whilst Agency will use best efforts to ensure that entries and advertisements are displayed correctly; Client shall have no claim of any nature against Agency for any loss or damages including but without being limited to consequential damages which

Client may suffer as a result of. Without limiting the generality of the foregoing, any error in or omission from its advertisement/s in any entry, or as a result of the incorrect display or in the omission of any unit of advertising from the Agency Platform.

5.2 Where Client has placed an advertisement with Agency. Client hereby acknowledges and accepts that in no event will Agency be liable for any loss or damages including consequential damages which Client may suffer as a result of any downtime of computer system on which the advertisement relies or to which the Agency Platform is connected, for any reason whatsoever including but expressly without being limited to any act of Force Majeure, computer viruses and the like.

5.3 If for any reason whatsoever any of the entries as ordered by Client in terms hereof, are not displayed, this will not justify cancellation of the entire contract, but will only entitle Client to a pro rata reduction of the contract price equivalent to the price of the adverts not published, as determined by Agency.

5.4 Agency and Client acknowledge that this agreement constitutes the entire agreement between the parties and that these terms and conditions are to be applied in conjunction with the terms and conditions for the Printed Contract if applicable.

5.5 Agency subscribes to the guidelines as stipulated by the DMMA. This agreement is subject to the DMMA Terms and Conditions as applicable to electronic advertising. The DMMA Terms and Conditions can be viewed at <http://www.dmma.co.za/about-us/advertising-tcs/>

6. Terms and Conditions Specific to Domain Registration

6.1 Agency will act as the mediator between Client and third party vendor and will use its reasonable efforts to attend the registration of the Domain Name in conjunction with the third party vendor where applicable. In the case of the transfer of the hosting of the existing Domain Name it will be the responsibility of Client to liaise with the third party vendor to cancel the existing services as soon as reasonably possible after the commencement of the Domain Service.

6.2 Advertiser authorizes Agency to use any of its particulars that it deems to fit to effectively manage the registration, transfer, and renewal and/or hosting of the Domain Name shall not become the property of Agency who serves only as the administrator on behalf of the Client.

6.3 Should the Domain Service be terminated for any reason whatsoever then the Agency shall, without incurring any liability of whatever nature and without limiting the generality of the General Terms, be entitled to notify the Registrar of such termination and to instruct such Registrar to remove Agency and/or any of its systems as the host of such Domain Name even if no replacement is available.

6.4 Advertiser hereby warrants in favour of Agency that; (i) it is the lawfully entitled owner of Domain Name(s) or it has the consent of the owner to use such Domain Name(s); and (ii) in using Domain Name(s) it has not violated any intellectual property rights of whatever nature of any person who may lawfully claim title of whatever nature to such Domain Name. Advertiser indemnifies Agency any third party or other claim that may be instituted against Agency as a result of the breach of such party's intellectual property rights.

6.6 Agency has no interest in the Domain Name and nothing that agency does in the performance of its obligations in terms of the Domain Service shall be construed as an assumption of responsibility or liability by Agency for attending to the Domain Service whether or not Agency had knowledge of the Domain Name or not.

7. Service Level Agreement

7.1 The following services terms forms part of this contract and cover the execution of tasks and requests by Agency on behalf of Client.

7.2 Urgent tasks

Work will be available for approval 24 hours from when an Account Manager from Agency sends Client acknowledgment of receipt of the request of this work.

7.3 Reverts

Three (3) reverts are allowed for each complete draft of work sent to Client after which Client must be quoted for further reverts.

7.4 Delays in necessary feedback, material of written approval

Agency will perform from time to time require feedback, material and/or written approval from Client before proceeding with certain phases of work. In case of delays in Agency receiving such necessary feedback, material or approval from Client the following will apply.

7.4.1 In case of any delay of up to 13 days the following will apply.

7.4.1.1 The delay gets passed on to any existing deadlines in progress without prejudice to any of Agency's rights.

7.4.1.2 Campaigns affected by the delays are paused until the feedback, material and/or written approval necessary for their execution are received.

7.4.2 In case of any delay of more than 13 days but less than 30 days then the consequences stipulated in 7.4.1 above apply, and in addition;

7.4.2.1 Agency will send Client notification stating that their contract is now under review and risks cancellation after the 30th day of such delay. Said notification shall also explain the cost recoupment charges that will apply after cancellation as per table 1 below.

7.4.3 In case of any delay of 30 days or more then the consequences stipulated in 7.4.1 and 7.4.2 above apply, and in addition;

7.4.3.1 Agency will send Client notification stating that their contract is now cancelled and that the cost recoupment charges stipulated in Table 1 below have become due and payable to Agency by Client.

Table 1: Cancellation cost recoupment charges

Work done	Incremental charge
Adwords/SEO keyword research	10 % of contracted Adwords/ SEO monthly value
SEO on-page optimisation	20% of contracted SEO monthly value
SEO content development	20% of contracted SEO monthly value
Adwords/SEO campaign built	90% of contracted SEO monthly value
Awaiting Social Media Logins	10% of contracted Social Media monthly value
Awaiting imagery for Social Media	25% of contracted Social Media monthly value
Awaiting content for Social Media	25% of contracted Social Media monthly value
Social Media campaign researched & built	90% of contracted Social Media monthly value
Website theme selected	10% of contracted Website fee
Website theme uploaded & awaiting content (applies as long as there is any outstanding content)	10% of contracted Website fee
Website theme and content complete, ready to go live	90% of contracted Website fee balance