



SCRIBE-MEDIA: TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS:

1. Definitions:

In this document:

- 1.1 Clause headings have been inserted for convenience and are not to be used in its interpretation;
- 1.2 Unless the context indicates a contrary intention, an expression which denotes: any gender includes the other genders; a natural person includes juristic person and vice versa; the singular includes the plural and vice versa;
- 1.3 The following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
 - 1.3.1 "Agreement" means SM's written quotation accepted by the client read with these terms and conditions;
 - 1.3.2 "Client" means the party instructing SCRIBE-MEDIA;
 - 1.3.3 "SCRIBE-MEDIA" (SM) means SCRIBE-MEDIA SOLUTIONS CC t/a SCRIBE-MEDIA, being the appointed service provider, as well as its associates and agents involved in the client's project;
 - 1.3.4 "Documentation" means all written or typed materials and images that relate to the services provided for the client by SM or its associates and agents;
 - 1.3.5 "Development technology" means the various ideas, methods, processes, techniques, procedures, know-how, system and data models, templates, user interfaces, screen designs, computer software and tools, routines and utilities which SM or its associates and agents have created, acquired, modified or adapted to provide services for the client;
 - 1.3.6 "Services" means the services to be rendered by SM in terms of the agreement.

2. DOCUMENTATION, INFORMATION, PHOTOGRAPHS & ARTWORKS SUPPLIED BY CLIENT:

- 2.1 When requesting a quotation or cost estimate, the client must clearly indicate the purpose for which the services are required and furnish particulars of all relevant publications, websites and advertising venues where it is intended to be published or launched.
- 2.2 All relevant available documentation, photos and images should be supplied to SM when requesting a quotation or cost estimate. Should the client have any time restraint for conclusion of the project, same should be clearly indicated to SM when asking for a quotation or cost estimate.
- 2.3 All project information should be supplied to SM in digital print format (preferably disc or e-mail, MS WORD format preferred). Additional charges may be levied for copy corrections, proofing and editing of corrupted files.
- 2.4 If a client wishes its own artwork or photos to be incorporated into the project, the following must be noted:
 - 2.2.1 Ready artwork in either print ready PDF format or High Resolution 300 dpi CMYK jpeg should be supplied to SM.
 - 2.2.2 Any artwork designed on a MAC platform should be saved in PC format as SM works on a PC platform.
 - 2.2.3 All fonts should be converted to curves or true-type font to be supplied.
 - 2.2.4 For artwork which requires bleed, the exact amount of bleed that has been allocated, must be supplied to SM.
 - 2.2.5 SM will make every effort to ensure that the artwork supplied by client is printed as accurately as possible. SM can however not accept responsibility for faulty or incorrect printing due to inadequate bleed setting or incorrect artwork setup.
 - 2.2.6 Artwork supplied by the client shall be deemed to be checked and ready for printing when received from the client – any necessary corrections or modifications which need to be done shall be for the client's account.

3. WARRANTIES BY CLIENT:

- 3.1 The client warrants that in respect of all material supplied by it to SM, including without limitation, all written content, drawings, photographs, designs, pictures, logos, video clips and promotional material:
 - 3.1.1 The information contained or portrayed are factually correct and that it has the unrestricted right to publish such material in articles, brochures, websites, the media and anywhere else ; and
 - 3.1.2 that such material does not infringe any corporate names or logos, copyrights, trademarks, patent rights, other intellectual property rights or other rights of whatsoever nature relating to any person or entity; and

- 3.1.3 that it does not contravene any legislation or statutory provisions; and
 - 3.1.4 that SM is free to use such content in and for any article, brochure, film, website, etcetera to be created for the client.
- 3.2 The client hereby indemnifies and holds SM, its employees, agents and associates harmless against any loss, damage or harm which may arise as a result of the alleged or actual breach of the warranties aforesaid.

4. CONFIDENTIALITY:

SM will keep confidential and will not disclose to any third parties or make use of material or information communicated to it in confidence for the purpose of the client's commission, save as may be reasonably necessary to enable SM to carry out its obligations in relation to the commission. After the client has finally approved SM's product, SM may list the client in its directory and may include a reference to the client in its website, portfolio or promotional material.

5. COST ESTIMATES & QUOTATIONS:

- 5.1 In some cases SM will provide the client with a cost estimate and/or pricing schedule for consideration and discussion before issuing a formal written quotation. Such cost estimate and/or pricing schedule shall however not necessarily form the basis of a written quotation.
- 5.2 Should it appear that SM's actual disbursements will exceed the amount provided for in the quotation, same shall be referred to the client for approval before incurring such disbursements, if reasonably possible. Such additional disbursements shall be payable by the client on request
- 5.3 SM quotes shall be valid for 14 days after date of issue unless specified to the contrary. All quotations not accepted within the said time limit shall be deemed to be withdrawn and cancelled.
- 5.4 Should the client's specifications or requirements change after issuing a quotation, SM shall be entitled to review the quotation and/or to issue an additional or new quotation which needs to be accepted by the client before SM will proceed with the project.
- 5.5 Depending on the nature of services required by the client, additional terms and conditions may be inserted by SM on its quotation to the client or in a supplementary document, to be approved by the client.
- 5.6 If deemed necessary, the client's project may be divided into two or more phases. In such event, SM shall issue separate quotations for each and every phase which shall then also be treated as separate commissions to SM.

6. CONSIDERATION AND PAYMENT:

6.1 As consideration for the services to be rendered by SM, the client shall pay to SM the fees and disbursements as stipulated in SM's written quotation as well as any additional fees and disbursements for which the client may be liable in terms of the provisions of SM's written quotation and/or these terms and conditions.

6.2 Payment must be made as follows:

- 6.2.1. A deposit as determined by SM in its quotation within 7 (seven) days as from date of acceptance of such quotation;
- 6.2.2. the cost of any additional disbursements not provided in the quotation accepted by the client within 7 (seven) days after request;
- 6.2.3. the total balance subject to provisions of clause 12 within 14 (fourteen) days after the final product or service has been delivered and a final invoice rendered to the client.

6.3 All payments to SM shall be made by means of direct deposit into SM's bank account, electronic transfer or PayPal™. When making a direct payment or electronic transfer to SM's bank account, the client must fax proof of payment to SM via our email address (accounts@scribe-media.com). SM accepts no liability on behalf of the banking system or PayPal™ for faulty payments and any financial disputes in this regard are to be settled directly with these banking entities. PayPal™ and ABSA BANK LTD (South Africa) assure banking clients in their terms and conditions that they will follow up any query related to faulty transactions. The PayPal™ system conducts electronic online payments via credit card and statements of balances will be forwarded to the client to notify it of all payments made to SM.

6.4 In compliance with the FINANCIAL INTELLIGENCE ACT (SOUTH AFRICA), SM must unfortunately adopt a strict no-refund policy for payments made to it in error. Such payment may however be appropriated towards other monies which become due or payable to SM.

6.5 SM shall be entitled to charge interest on overdue accounts at ABSA BANK LTD's prime lending rate plus 4 (four)%.

6.6 Payment by South African based clients shall be effected in South African currency (ZAR) Payment by other clients shall be effected in the currency reflected in SM's quotation.

7. COMMENCEMENT AND DURATION:

7.1. The agreement between the parties shall commence on the day when the client's written acceptance of the quotation is received by SM and shall subject to the provisions of clause 12 continue thereafter until completion of the services. SM shall however not commence with any work before receiving confirmation of payment of the initial deposit payable by the client.

7.2. SM shall do its utmost to complete the work within the time limit agreed upon or within a reasonable time. Any time limit agreed upon for completion shall automatically be extended by the number of days which transpired as from date of issuing the quotation by SM until SM has received the written acceptance of the offer and proof of payment of the initial deposit.

8. COPYRIGHT ©:

8.1. SM reserves copyright on all projects completed for the client unless otherwise agreed.

8.2. The client shall not be entitled to use the product for purposes not previously disclosed to SM without SM's written consent and subject to such terms and conditions as may be agreed upon.

8.3. SM is entitled to insist that it be acknowledged in whichever media environment the project is to be represented, unless otherwise agreed. SM is also entitled to insist that references to it be omitted when amendments to the product are made without SM's prior knowledge and approval.

9. REPORTING AND FEEDBACK:

Regular liaison between SM and the client is essential to ensure that the client gets what he is paying for and to avoid unnecessary delays. Proofs, pulls, samples, specimens, sketches, photographs or any representation of the project whilst in the development stage, may be submitted to the client for approval to ensure that the project is following the prescribed criteria. The client undertakes to respond to such presentations without undue delay.

10. NON-SOLICITATION:

The client undertakes that it shall not without SM's prior written consent, either during or within 6 (six) months after termination of this agreement, engage, employ, or otherwise solicit for employment any person who during the currency of this agreement was an employee of SM or its agent or associate.

11. LIMITATION OF SM'S LIABILITY:

11.1 The ultimate responsibility for checking the correctness of data and images contained in the product created by SM lies with the client;

11.2 SM shall under no circumstances be liable for any direct, consequential, indirect or special damages of whatsoever nature and howsoever arising, whether in contract delict or otherwise suffered by the client arising from erroneous information contained in the product or misuse of the product.

12. DISPUTE RESOLUTION:

12.1 The parties shall endeavor to resolve any dispute between them by means of negotiation. Should the parties be unable to resolve such a dispute, either party shall be entitled to refer the matter for arbitration in accordance with the Rules of the Arbitration Foundation of South Africa by an arbitrator appointed by the Foundation. Such arbitration shall be held at Pretoria, South Africa in the English language as soon as possible and with a view to it being completed within 21 days after referral. The parties irrevocably agree that the decision of the arbitrator in the proceedings shall be final and binding upon the parties; shall be carried into effect; and may be made an order in any court of competent jurisdiction. Nothing in this clause shall however preclude either party to proceed with legal action in any court of competent jurisdiction.

12.2 This clause 12 is severable from the rest of this agreement and shall remain valid and binding on the parties notwithstanding any termination of this agreement.

13. BREACH AND TERMINATION:

13.1 Should the client commit a material breach of this agreement and fail to remedy such breach within 14 (fourteen) days after having been called upon in writing to do so, then and in such event SM shall be entitled in addition to any other rights and remedies it may have in law, to forthwith cancel this agreement. In such event all monies already paid by the client shall be forfeited as pre-liquidated damages and SM shall be entitled to recover all other damages it may have suffered from the client.

13.2 Should SM commit a material breach of this agreement and fail to remedy such breach within 14 (fourteen) days of having been called upon in writing to do so, then and in such event, the client shall be entitled to forthwith terminate this agreement. In such event, SM shall still be entitled to a reasonable remuneration for the work done until the date of termination.

14. NOTICES:

14.1 The parties choose as their domicilii citandi et executandi their respective physical addresses appearing in the client's application for a quotation and SM's written quotation, or any other addresses of which due notice had been given to the other party as provided herein.

14.2 Notices as provided herein shall be given in writing and shall be addressed to the other party at its physical address, telefax contact number or e-mail address appearing in the other party's application for a quotation or quotation respectively or at such other address of which due notice was given to the other party. Any notice shall be deemed to have been given if hand delivered on the day of delivery and if sent by telefax or e-mail on the day and time of sending of such telefax or e-mail as evidenced by a fax or e-mail

printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such telefax or e-mail or should postal facilities be unavailable that day, the next business day.

15. GENERAL

- 15.1 This agreement constitutes the entire agreement between the parties and no amendment, addition, alteration, or variation shall be of any force of effect unless reduced to writing and signed by both parties.
- 15.2 Neither party shall be entitled to transfer or assign any of its rights or obligations in terms of this agreement to a third party without the prior written consent of the other party.
- 15.3 This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters relating thereto will be determined in accordance with such law.