

## **DEFINITIONS**

- 1.1. The word CLIENT constitutes the person, company or companies that Innovasor is and/or will be doing business with presently and/or in the future.
- 1.2. The word CONTENT relates to all text, imagery, video or any other element or functionality used within a project and/or proposed project.
- 1.3. The word PROJECT relates to all Deliverables and services rendered by Innovasor to the Client.
- 1.4. The word CONSULTANT relates to any personnel of Innovasor.
- 1.5. The word DELIVERABLE relates to any individual design or service, which may form part of a larger project.

## **FUTURE CHANGES TO THE TERMS AND CONDITIONS**

The terms and conditions hereunder may change without notice and the Client hereby acknowledges and confirms that the Client will revisit the Terms and Conditions page on [www.Innovasor.co.za](http://www.Innovasor.co.za) or request an electronic copy of the agreement during an active project or when engaging in a new project with Innovasor. Innovasor will endeavour to publicly post notices of Terms and Conditions changes on the communication platforms that Innovasor uses. The Client's continued use of Innovasor's services following any such modification constitutes the Client's acceptance of those modified Terms and Conditions.

## **GENERAL**

2. The Client hereby acknowledges, accepts and confirms understanding that:

- 2.1. All Content generation for projects will be the responsibility of the Client, unless Innovasor is actively involved with in the Content development process and/or licensing of stock photos on the Client's behalf.
- 2.2. Proper licensing and permission has been obtained by the Client for any form of imagery and/or any other resources used within projects. Innovasor has the authority and right to request proof of same at any time during a project and shall have the right to pause any services until production of documentary proof thereof.
- 2.3. Only one meeting with the Client, within a 50km radius of a relevant consultant, is included as part of a project where the project value is above R5 000 (FIVE THOUSAND RAND). Any further meetings and/or consultations at any location will constitute a consultation and the Client will be billed at an hourly consultation rate as agreed upon between Innovasor and the Client.
- 2.4. It is the responsibility of the Client to provide Content to Innovasor, either electronically or through courier delivery or in person.
- 2.5. All Content that is of poor quality and requires improvement by Innovasor prior to use will incur Content preparation costs, billed at an hourly rate as agreed upon between Innovasor and Client.
- 2.6. Consultants are only available for communication within Innovasor's office hours, which are 07h30 - 16h30, amended from time to time.
- 2.7 If any features are not specifically mentioned as part of a Project , the Client should assume that it is not included and should contact Innovasor for confirmation.

2.8 Innovasor reserves the right to refuse services to the Client. An active project can be cancelled by Innovasor and applicable project costs refunded for work not completed. All work paid for will then be handed over to the Client to conclude the project cancellation.

2.9 Innovasor cannot guarantee that any designs created are 100% unique worldwide. Innovasor attempts to create original designs, but coincidental similarities with other designs may be unavoidable. Innovasor does not take responsibility for signed off work that may be subject to future trademark or copyright challenges.

2.10 All Content and designs created by Innovasor that are not approved by the Client remain the intellectual property of Innovasor.

### **PROJECT LIFE CYCLES**

3. The Client hereby acknowledges, accepts and confirms understanding that:

3.1. If Innovasor cannot get hold of the Client through available channels or alternatively, if the Client does not provide any written feedback within 10 business days since the last change request, causing the project to stall in any way, then Innovasor will mark the project as dormant and the dormant project will be removed from the active project list. A 30% cost of the total project invoice will be levied by Innovasor to the Client and must be paid by The Client to reactivate the project in the future.

3.2. If the project is dormant for longer than 6 months, then the project will be terminated and all design source files will be removed from Innovasor's network and all costs paid by the Client to Innovasor will not be forfeited due to the Clients breach of the terms and conditions without prejudice to any other claims Innovasor may have against The Client for damages.

3.3. If the Client chooses to cancel the project after 14 calendar days, the deposit will not be refundable and shall be accordingly forfeited. In all project cancellations, the designs and their design versions will stay the copyright and property of Innovasor. Any copy, distribution or use of any of the cancelled project assets will constitute a copyright violation and Innovasor reserves the right to take legal action against the Client for such violation. Innovasor may choose to refund parts of a deposit under special circumstances.

3.4. Once the Project has been signed off and fully paid for then all Deliverables specifically created for the Client as part of the Project will be copyright of the Client. The Client's use of any Content that is free, open source or Content licensed on behalf of the Client by Innovasor is subject to that Content's individual terms and conditions. The Client agrees to be bound by those Terms and Conditions and may ask for links to those agreements before signing or confirming acceptance of these Terms and Conditions.

### **CHANGE REQUESTS**

4. The Client hereby acknowledges, accepts and confirms understanding that:

4.1. All projects include change request limits and that a change request is a change, requested by the Client, of, but not limited to, layout, imagery, text or other elements to the first concept of a Deliverable or service. Change request limits may be lifted on projects where previous written arrangements have been made.

4.2. In each Deliverable, where the project change request limit has been reached, the Client may request additional changes at an hourly rate as agreed upon by both parties.

4.3. If individual representatives of the Client submit change requests, each request would count towards the revisions already used. The Client should therefore, give combined feedback to avoid wasted revisions.

4.4 All Deliverables carry a version limit of 4 (FOUR), unless previous written arrangements have been made or the Deliverable is rendered as part of an hourly service arrangement. The Deliverable version limit consists of the first concept version and then 3 (THREE) additional versions.

#### **SIGN OFF**

5. The Client hereby acknowledges, accepts and confirms understanding that:

5.1. Sign off is the act where the Client accepts, via email, fax or any other written format that can be stored and archived, a Deliverable as 100% completed to their initial requirement and to their ultimate satisfaction thereof.

5.2. Once the Client gives sign off on a Project, the Project is declared and deemed finalised. Any change requests on a signed off Project will be quoted for at an hourly rate.

5.3. Giving a sign off on the Project also requires the Client to immediately settle any and/or all outstanding fees, unless other alternate prior written arrangements are in effect and have been agreed to with Innovasor.

5.4. It is the sole responsibility of the Client to ensure that all aspects of a design and/or service are 100% accurate before giving a sign off.

5.5. If signed off artwork is sent to print, manufacturing, production, or a signed off service implemented, but it contains errors that the Client did not notice, the resulting printing, manufacturing and implementation costs will be for the Client's account.

5.6. When giving sign off on a Project or Deliverable, the Client accepts all liabilities that might arise from the Project or Deliverable as a whole.

#### **BACKUPS**

6. The Client hereby acknowledges, accepts and confirms understanding that:

6.1. Innovasor will hand over the source files and exported files formats to the Client via email. It is up to the Client to ensure that these are properly backed up. Innovasor does not offer backup services although we may or may not store it as part of our archiving process.

6.2. Once a website has been set live on the Client's domain, it is up to the Client to ensure that they have regular backups made of the website, either directly or through their hosting company. The Client needs to back up their own email accounts regularly.

#### **EMAIL AND WEB HOSTING**

(POINT 7 ONLY APPLIES IF THE CLIENT IS USING INNOVASOR HOSTING)

7. The Client hereby acknowledges, accepts and confirms understanding that:

7.1 Innovasor provides all email, website and related hosting services through various Providers of hosting services and infrastructure. "Innovasor" below refers to the services that Innovasor makes available to the Client through services of such Providers. Innovasor is dependent on the current state of the Providers' network and their Terms and Conditions.

7.2 Innovasor reserves the right to block or terminate any email and web hosting services due to abuse, non-payment and any reason where offering the service falls outside the original agreement. All Service fees must be paid as soon as they are due or as agreed with Innovasor.

7.3 A domain, email accounts, website and any associated data will be deleted if payment is not made when due or as agreed. Innovasor will attempt to request outstanding payment first and then block a domain. If a domain is blocked and no communication regarding payment is received for 10 (TEN) business days, Innovasor will commence with the deletion process. Deleted domains would then become available again for registration by any third party.

7.4 If Providers notify Innovasor of any security violations, we will inform the Client as soon as possible, using the resources available to Innovasor at that time. The Client will be notified via email to take appropriate action such as changing of passwords. Innovasor will inform the Client using the email address or addresses that it has on record, which may or may not be up to date. The Client would need to take the required actions and contact Innovasor if there are any queries about the action to take.

7.5 The Client indemnifies and holds Innovasor harmless from any liability arising from civil or criminal proceedings instituted against Innovasor or for any loss or damage the Client or a third party have suffered because of any interruption, security compromise or unavailability of the services.

7.6 The Client indemnifies Innovasor and holds Innovasor harmless against all losses the Client has suffered or actions against Innovasor as a result of:- the use of the services, or any downtime, outage, security violations, degradation of the network, interruption in or unavailability of the services. Included within the range of downtime, outage, degradation of the network, interruption, or unavailability of the services is any of the following:- software or hardware service, repairs, maintenance, upgrades, modification, alterations, replacement or relocation of premises affecting the Services, non-performance or unavailability of any of the services given by an electronic communications network or service provider, including, line failure, or in any international services or remote mail Servers, - non-performance or unavailability of external communications networks to which the Client or Innovasor's network infrastructure is connected, and repairs, maintenance, upgrades, modifications, alterations or replacement of any hardware forming part of the services, or any faults or defects in the hardware.

7.7 Innovasor will not be responsible for any breach of the email and web hosting agreement caused by circumstances beyond Innovasor's control, including fire, earthquake, flood, civil strike, compliance with government orders, failure of any supplier of electricity as well as no electronic communication service, etc.

7.8 Innovasor reserves the right to take any action it finds necessary to preserve the security and reliable operation of Innovasor's infrastructure. The Client may not do anything, or permit anything to be done, that will compromise Innovasor's security.

7.9 Innovasor has systems in place to assist with its critical technical infrastructure to recover from a natural or human induced disaster. However, Innovasor does not specify any recovery time and is not liable for any loss or damage the Client suffers as a result of a disaster. The Client must make backups of their data. Nothing contained in Innovasor's hosting terms will be seen as a representation that any backups of data Innovasor has implemented will be successful or in any way will assist with disaster recovery.