



# Neelo Digital

## **TERMS AND CONDITIONS**

### **DEFINITIONS**

In these Terms and Conditions, the following terms shall have the following meanings: “Charges”: the charges payable by the Client for the Services as specified in the Contract or, if not specified in the Contract, as set out in the Quotation / Invoice. “Client”: the company or other entity which has entered into a Contract with Neelo Digital for the provision of Services.

“Client Materials”: documentation, reference material and other material that the Client provides to howzitdigital.com in order for Neelo Digital to be able to provide, or otherwise in connection with, the Services.

“Expenses”: the third-party costs and expenses as are specified in a Contract, or which are reasonably and necessarily incurred by Neelo Digital in connection with the Services (including, without limitation, travel and subsistence expenses, and courier fees).

“Order”: an order from the Client for the provision of Services, which may be in such form and medium as Neelo Digital may from time to time accept.

“Price List”: the price list agreed by Neelo Digital and the Client for the Services or, if no such price list has been agreed, Neelo Digital then standard price list applies.

### **QUOTATIONS AND CONTRACTS**

Unless stated otherwise each written quotation issued by Neelo Digital remains open for acceptance for 5 days.

The Client’s written approval or payment of the said deposit is acceptance of a quotation and constitutes an Order which is subject to acceptance by Neelo Digital in accordance with the terms and conditions.

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By payment of the deposit or signed written agreement the Client acknowledges and agrees to these Terms and Conditions.

A contract between Neelo Digital and the Client for the provision of Services is formed on the acceptance by Neelo Digital of an Order (a “Contract”). Each Contract incorporates these Terms and Conditions, the Client Materials, and any document(s) expressly referred to herein or in the Order. A Contract may only be modified in writing by duly authorized representatives of Neelo Digital and the Client. Any standard or pre-printed terms and conditions contained on the Client’s purchase order, invoice or other document shall have no effect and shall not apply to the Contract.

Each Contract constitutes the entire agreement between the parties with respect to the provision of Services, provided that nothing in this clause shall limit or exclude the liability of either party for fraud or fraudulent misrepresentation.

Only Scope of work mentioned on a quote or invoice will be honored. Assume emails and phone call conversations will not be taken into account.

## **SERVICES**

Subject to the following provisions of this clause, Neelo Digital undertakes that:

- (a) it will exercise reasonable skill, care and diligence in carrying out the Services; and
- (b) it will use all reasonable endeavors to meet any date(s) for completion of the Services specified in a Contract, provided that Neelo Digital shall not be liable for any delay caused by the Client (including, without limitation, any failure or delay by the Client to provide any Client Materials, or any errors or omissions in the Client Materials).

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Unless another method is specified in a Contract, Neelo Digital will send all work to the Client by email at the Client's sole risk.

**The Client shall ensure that all Client Materials:**

- (a) are of a sufficient quality and integrity to enable Neelo Digital to provide the Services;
- (b) do not infringe any third party's copyright or other intellectual property rights;
- (c) are not defamatory or otherwise libelous; and
- (d) do not breach any other law, statute, ordinance or regulation.

The Client agrees to indemnify Neelo Digital against any loss, liability, damage, cost and expense (including reasonable legal fees and expenses) incurred by Neelo Digital in connection with claims made or brought against Neelo Digital by a third party alleging that the Client Materials, or the use thereof by Neelo Digital (i) infringe the copyright or other intellectual property rights of any person, or (ii) are defamatory or otherwise libelous.

On acceptance of the work by Neelo Digital and the deposit paid, consultation will take place in regard of the scheduling of the work. Once the work has been placed on Neelo Digital schedule It is the clients responsibility to ensure that all client materials which are required by Neelo Digital reaches Neelo Digital before the scheduled date. If there is any delay caused by the client by not supplying the required materials to Neelo Digital, Neelo Digital will have the right to invoice the client for time lost of scheduled work not performed due to clients delay. In such a case the work may be rescheduled for a future date and the client may be invoiced again for such work completed by Neelo Digital.

As work commences Neelo Digital will require feedback from clients in regard of work acceptability and completion. Clients has two (2) working days (unless otherwise negotiated and agreed upon by Neelo Digital and the client) to

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inform Neelo Digital of changes required on work. If the two (2) working days elapse with no feedback from the client Neelo Digital will have the right to accept that the client is satisfied and that the work is completed, Neelo Digital will then issue the client with an invoice for the completed work, any changes to work after this invoice is issued will be for the cost of the client.

All Client Materials provided to Neelo Digital by the Client will be held or dealt with by Neelo Digital at the Client's risk, and the Client is solely responsible for ensuring that such Client Materials are insured against loss or damage while in Neelo Digital custody. Neelo Digital reserves the right to destroy or otherwise dispose of any Client Materials which have been in Neelo Digital custody for more than two months following completion of the Services to which they relate.

### **PRICES AND PAYMENT**

Neelo Digital shall invoice the Client for a deposit of 50% of total quotation. This deposit is non-refundable. Amounts under R1500 to be paid in full.

Neelo Digital shall invoice the Client for the remainder of the Charges and any Expenses on completion of the Services, provided that, where Services take {or are reasonably expected to take} more than 30 days to complete, Neelo Digital shall be entitled to issue interim invoices.

Unless other payment terms are specified in a Contract, the Client shall pay each invoice issued by Neelo Digital on receipt of the invoice. If the Client requests that Neelo Digital invoices a third party in respect of any Services and such third party fails to pay the invoice by the due date, Neelo Digital is entitled to reissue the invoice to the Client and the Client shall pay such invoice in full on receipt.

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For the avoidance of doubt, the Client is not entitled to delay payment of an invoice issued by Neelo Digital as a result of any failure or delay in payment by the Client's own client or customer, even where the Client has notified Neelo Digital that the Services are being provided for the benefit of such client or customer.

In the event of a bona fide dispute, the Client shall pay the disputed invoice (or, if applicable, the disputed part of the invoice) within 5 days of the dispute being resolved in Neelo Digital favor.

If the Client fails to pay an undisputed and overdue invoice within 30 days of receiving a written notice from Neelo Digital, then Neelo Digital reserves the right:

- (a) to suspend or terminate some or all services to the client including the services of web hosting and any other outsourced service rendered to the client.
- (b) After 40 days of non-payment of said invoice, the account will be handed over for debt collection, the client will be liable for all consequential debt collection and or legal fees

Neelo Digital will request payment in full before handover of any Client material. If Neelo Digital is working on the Clients server or platform Neelo Digital will complete 80% of the work before requesting final invoice. Offsetting of work / payments will be at Neelo Digital's discretion.

### **CONFIDENTIALITY**

Neelo Digital will keep information and documentation entrusted to it confidential, apart from information which Neelo Digital knew prior to its engagement by the Client without any obligation of confidentiality, or information which enters the public domain other than through the fault of Neelo Digital, or where Neelo Digital is required to disclose such information as a result of a binding order from an authority of competent jurisdiction.

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## **DATA PROTECTION**

Neelo Digital will at all times adhere to the protection of personal information act 2013:

<http://www.justice.gov.za/infoereg/docs/InfoRegSA-POPIA-act2013-004.pdf>

The parties acknowledge that the provision of the Services may require processing of personal data on behalf of the Client by Neelo Digital.

Neelo Digital undertakes that in relation to any personal data that it processes on behalf of the Client it shall process such personal data only in accordance with the protection of personal information act 2013.

## **NON-SOLICITATION**

The Client agrees that it will not, at any time prior to the date falling twelve (12) months after the date of completion of the Services, solicit, directly or indirectly, the services of any employee or former employee of Neelo Digital or of any subcontractor of Neelo Digital who has at any time been involved with the provision of Services.

## **CANCELLATION AND POSTPONEMENT**

This agreement may be canceled at any time by either party giving a minimum of 30 (thirty) days written notice, however where hosting is applicable the following will apply:

- (a) Hosting periods will be a minimum of 12 (twelve) months
- (b) If the client cancels within a period of 6 (six) months of commencement of this agreement, the client will be held liable for the full balance of the remainder of the agreement.
- (c) If the client cancels after a period of 6 (six) months of commencement of this agreement, the client will be held liable for 50% (fifty percent) of the balance of the remainder of the agreement.

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If the Client notifies Neelo Digital that it wishes, for any reason, to postpone or cancel any Services, Neelo Digital may (at its discretion) agree to such postponement or cancellation, subject always to the Client paying all Charges which have accrued and all Expenses that have been incurred up to the date of cancellation or postponement (as applicable).

Neelo Digital shall be entitled to terminate a Contract with immediate effect and without liability if it reasonably believes that the Client is or may be in breach of any clause within the Terms and Conditions.

### **LIABILITY**

Neelo Digital shall not be liable, whether in negligence, for breach of contract, misrepresentation or otherwise, for any indirect or consequential loss, damage, expense or cost of any kind suffered or incurred by the Client.

### **DISPUTE RESOLUTION**

Neelo Digital and the Client agree that any disagreements about the quality of the Services shall be referred to an arbitrator to be agreed and appointed by the parties or, if the parties fail to agree, to approach the courts of the Republic of South Africa.

### **FORCE MAJEURE**

In the event of natural or unnatural disasters (which shall include strike, fire, industrial dispute, civil commotion, natural disaster, acts of war and any other situation which can be shown to have materially affected Neelo Digital ability to undertake and complete the Services as agreed), Neelo Digital shall notify the Client as soon as it becomes aware of such event, indicating the circumstances. An event of natural or unnatural disaster shall entitle either Neelo Digital or the Client to terminate the Contract with immediate effect, subject to the Client paying Neelo Digital for all Services completed and Expenses incurred up to the date of termination. Neelo Digital shall not be

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liable for the consequences of non-performance or any delay in completion or delivery of Services as a result of natural or unnatural disasters.

### **ASSIGNMENT AND SUBCONTRACTING**

Neither party shall assign its rights or obligations under a Contract without the prior written consent of the other party.

Neelo Digital is entitled to subcontract some or all of the Services, provided that Neelo Digital shall remain solely responsible for the acts and omissions of its subcontractors.

### **WAIVER**

The waiver by either party of a breach or default of any of the provisions of a Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

### **JURISDICTION**

Each Contract is governed by the Law of the Republic of South Africa and Neelo Digital and the Client irrevocably submit to the nonexclusive jurisdiction of the Law of the Republic of South Africa and its Courts, provided that nothing in this clause shall prevent Neelo Digital from taking legal action against the Client in any jurisdiction in which the Client carries on business.

### **REVISIONS**

We provide two revisions, at no additional cost. Revisions beyond this limit or outside the agreed-upon project scope will be subject to additional charges, which will be estimated and communicated to the client for approval. All revision requests must be made in writing, and we reserve the right to accept or reject such requests at our discretion. Timely cooperation in the revision

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process is expected from the client, and final approval will mark the project's completion.

### **MODIFICATION OF TERMS**

Neelo Digital reserves the right to modify these Terms at any time. Any changes will be posted on our website, and it is your responsibility to review these terms regularly (link to the Terms and Conditions will be on the footer “bottom” of the Neelo Digital website “Neelodigital.com”).

### **INTELLECTUAL PROPERTY**

You acknowledge that any intellectual property created during the course of our services, including but not limited to graphics, content, and marketing strategies, shall remain the property of Neelo Digital until full payment is received.

### **HOSTING**

Hosting is NOT a maintenance package and we do NOT take responsibility if the site breaks, goes down or is hacked. Please refer to the packages below to help secure your website.

### **WEBSITE MAINTENANCE AND MANAGEMENT PACKAGES**

Neelo Digital offers three types of maintenance packages to ensure the longevity and functionality of your website. A maintenance package is recommended for all websites. Neelo Digital also offers a management package where we allocate a few hours to front and back end changes packaged with a maintenance package.

We provide a range of package sizes tailored to meet the specific needs of your site, and we'll recommend the best option for you. It's important to note that if your site experiences downtime due to hacking or conflicts, Neelo Digital will not be liable for any damages. For liability coverage, please refer to our insurance package.

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## Neelo Digital

### **INSURANCE PACKAGE**

The purpose of this package is to act like a form of insurance for your website. Due to most websites being hosted on a public domain it is acceptable of hacking and third-party software failures. Neelo Digital will sort out any achievable issues to get the clients website up and running.

Neelo Digital will take no liability if anyone else out side of the Neelo Digital team has access to the website. Furthermore, it is imperative to inform Neelo Digital promptly if any website issues arise, with a time frame of 2 days. Failure to do so will render Neelo Digital free from any liability.

### **SECURITY PACKAGE**

The purpose of this package is to secure the clients website from any verbalities. Neelo Digital will ensure that good security practices are preformed and implemented to limit hacking from humans and bots. Neelo Digital will take no liability if anyone else out side of the Neelo Digital team has access to the website.

### **WEBSITE PENETRATION TESTING**

Website penetration testing is a security assessment that simulates cyberattacks on a website to identify and fix vulnerabilities. This helps ensure the site's defenses are strong and protects it from potential hacking threats.

### **MARKETING**

NB: Please note that we have a 30 day notice period for all marketing services.

ROI (return on investments) can never be guaranteed.

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Please feel free to contact Neelo Digital at [info@neelodigital.com](mailto:info@neelodigital.com) if you have any concerns or questions.

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