



POINT OF SALE • BRAND COMMUNICATION • DIGITAL

MegaVision Media (Pty) Ltd
Commerce House 374 Rivonia Boulevard, Rivonia

P.O.Box 71770, Bryanston, 2021
Tel: +27 11 803 8433
Fax: +27 11 803 9905
VAT. No. 4140216294
Reg. No. 2003/018372-07

TERMS & CONDITIONS – DIGITAL DIVISION

1. GENERAL

- 1.1 Should an order number be received by MegaVision Media without a signed quotation, the standard terms and conditions will still apply.
- 1.2 Before MegaVision Media processes your order we will require a 50% deposit. The balance will be due 30 days from completion. Please transfer promptly, if the deposit is delayed we cannot start production and this can affect the deadline. No production will commence without proof of deposit payment.
- 1.3 If MegaVision Media receives the 50% deposit and you decide to cancel the agreement only 25% of the deposit will be refundable after all MegaVision Media costs are covered. All artwork and design invoices will have to be paid in full. All prices are subject to change without notice, (excludes VAT and Agency Commission).
- 1.4 From the date of quote to the date of order confirmation, any variations of these prices due to material availability and price increases from suppliers will be for your account.
- 1.5 Please note the quotation is only valid for 15 days.
- 1.6 On your signed order we will commit to an estimated delivery date. If we have not received content from client after 4 (four) weeks from signoff, we will temporarily terminate development on project. An activation fee of R1 500.00 (excl. vat) will be required before activating development. Similarly, if MVM fails to deliver project after 4 (four) weeks once all requirements from client have been provided, MVM will credit client R1 500.00 (excl vat)
- 1.7 When required to expedite delivery ahead of the time needed for proper production the developer shall not be liable for defects occurs thereby. Should such delivery require payment of overtime wages, and other additional costs or delivery charges, all such extras are for the customer's account.
- 1.8 All work will be done in normal weekday work hours. If the task moves into weekend time or after hours as a result of changes you make, overtime charges will apply.
- 1.9 MegaVision Media will not and cannot be held liable and is hereby indemnified by the client and holds MegaVision Media harmless against any or all claims, present and/or future, causes of action, damages or other claims of any nature resulting from whatsoever cause.
- 1.10 Right of Use and Intellectual Property Rights: "Intellectual Property" means patents, know-how, the trademarks and service marks (including any trade, brand or business names and any distinctive sounds to differentiate goods and services), the domain and registered designs, design rights utility models, copyright (including all rights of copyright in the software and databases), applications for any of the a foregoing and the right to apply for any of the a foregoing in a the world and any similar rights situated in any country and the benefit (subject to the burden) of any and all agreements, arrangements and licenses in connection with any of the a foregoing. The above as noted will vest in MegaVision Media and MegaVision Media will only confer such Intellectual Property Rights to any other person when expressly put forth in writing, we will bill client for the right. Only the person to which the product, development, licence or right of use is granted will be allowed to utilise the material put forth to him, and MegaVision Media will be able to, but not limited to, sue for damages arising for unlawful use or infringement to the extent permitted by law. The client shall retain intellectual property/ copyright for all finalized logos, drawings, photographs, designs, artwork, proofs and web sites prepared by MegaVision Media for the work specified in this agreement. MegaVision Media will retain the right to use all logos, drawings, photographs, designs, artwork proofs and edits developed for the client for promotion purposes within their newsletters, websites and portfolios or anyother promotional material.
- 1.11 When payment is overdue MegaVision Media may suspend deliveries without prejudice to any other legal remedy until due payment has been made. The Client shall be liable for all costs of collection incurred by MegaVision Media, including without limitation attorney, collection agency and court fees. If a client's account is sixty (60) days in arrears, the website and emails will be suspended, without notice. The website and any other work assigned under this Agreement will not be provided or reactivated until the full remaining contract and any other outstanding amounts or costs related thereto are paid in full. All prices are subject to change without notice. (exclude VAT and Agency Commission). MegaVision Media needs 30 (thirty) days' notice if client wishes to cancel their services with us. Cancellation must be provided via email or in writing.
- 1.12 MegaVision Media will not be held liable for indirect or consequential loss or for any loss to a client arising from third party claims occasioned by errors or omissions in carrying out the work by delay in delivery. We are not liable to the client for any content, images, photographs supplied that are incorrect in nature, misleading to the target audience intended or copywrited and used without consent.
- 1.13 Proofs, pulls, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished article in whatever form may be submitted to the customer for approval. After approval the customer shall have no claim against MegaVision Media for errors if the exemplar is approved by the client. Charges required by the customer, may be charged for. In particular if the customer requires for any

Directors: M Rosen, L Freidus, R Kuper



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reason a redevelopment signed quotation which includes any the order then such reprint/redesign or added development shall be for the account of the customer not withstanding any claims that the customer may take about the original order.

2. **MOBILE**

- 2.1 MegaVision Media needs 30 (thirty) days' notice if client wishes to stop hosting with us. Cancellation must be provided via email / in writing.
- 2.2 Prices exclude Referral SMS, Email Conversion and Voucher charges. The undersigned person declares that he/she is duly authorized to place this order and accept the terms and conditions.
- 2.3 The basic terms & conditions relating to mobile campaigns will be drafted by MVM if requested, but it is up to the client to sign off & double check that all terms outside the digital technicalities (iow – prizes, store agreements, dates etc) are met.
- 2.4 All databases gathered/built will belong to the client alone. MegaVision Media merely holds and "babysits" the information/ data.

3. **WEBSITE**

- 3.1 This Agreement is signed in your personal and business capacity for a duration of 30 (thirty) days from date of inception, unless otherwise specified in the contract.
- 3.2 This contract will be automatically renewed on its anniversary unless cancelled one month before the end of the contract. Cancellation must be provided via email / in writing.
- 3.3 MegaVision Media is not responsible for spam, nor is in anyway bound to the protection of spam, viruses and any other form of malware retrieved from our server via email, web or ftp. We offer hosting of the website / mobile site only, this does not extend to e-mail hosting. We cannot guarantee email spam being blocked, or certain emails being blocked that is not spam, on our server. We have implemented a spam/virus filter and this is purely as a preventative measure and not guaranteed to remove all viruses, malware and spam.
- 3.4 MegaVision Media reserves the right to cancel or suspend any website with immediate effect, should the website content not meet our standards, or infringe on others rights. Should these conditions not be met, the website may be immediately shut down and the client may not hold MegaVision Media liable for this action.
- 3.5 MegaVision Media does not guarantee new domain name reservations, it is also your responsibility to notify your current ISP to accept any transfer requests for your domain name over to our servers, once a transfer ticket has been accepted, it can take up to 48 hours for the said domain name to become active on our servers, before your site will be visible on the internet, from our servers. MegaVision Media will remain the owner of the domain until the full duration of the contract is paid, no domain dispute resolutions will be handled and no negotiations will be entered into regarding this matter and the client fully understands that in no way may any manual transfers be attempted as the domain name is a guarantee for payment of services.
- 3.6 The Application code (The applications in use on the website(s)) is MegaVision Media's intellectual property and is "rented" out to the client for the duration of the contract, all self-managed systems and applications are not the property of the client and remain the intellectual property of MegaVision Media, its owners and subsidiaries. At the termination of the contract the client will be provided with copies of his website, with no system attached to it, in pure HTML format. Failing to apply with the above is in form plagiarism, copyright infringement and also patent fraud.
- 3.7 MegaVision Media shall endeavour to ensure the availability of the website, within the constraints of the network provider. MegaVision Media shall not be liable or deemed to be in default for any delays or failure in performance or interruption of the Service resulting directly or indirectly from any cause or circumstance beyond their reasonable control. Such as internet failure by your ISP.
- 3.8 This Agreement, including addendums, prices and revisions thereto, constitutes the entire agreement between the parties as to the basic subject matter thereof and MegaVision Media retains the right to alter and amend to these terms and conditions. No alterations or changes may be made on the said contract (Terms & Conditions) even if said parties have altered it and signed on the document it will not be binding as MegaVision Media retains the right to amend or add onto these agreements.

The signing of the contract constitutes an order and the signing thereof shall be deemed to constitute acceptance of the terms and conditions contained herein, which terms and conditions shall take precedence over and supersede any other written or oral agreement concluded between the client and MegaVision Media or its agents or representatives.

Approved by: _____

Print Name: _____

Signature: _____

Date: _____

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