

# SUCCESSFUL GROUP

## Success starts here.



### Terms & Conditions

The following terms and conditions apply to all clients past, current or prospective on any and all products and/or services that is/are, or yet to be (rendered, produced, created, delivered, designed, developed, manufactured, hosted, supplied or comes to existence or effect in any form, manner or matter may it be tangible or intangible) through Successful Group (Pty)Ltd. prior, during or post requesting, accepting or concluding in form, manner or matter of action related to our product and or service delivery.



#### 1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote/proposal/invoice/contract/agreement then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full. Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

#### 2. Charges

Charges for product and/or services to be provided/produced/delivered by Successful Group (Pty)Ltd. are defined in the project quotation/proposal/invoice that the Client receives via e-mail, in person, WhatsApp, telephonically or per post. Quotations/proposals are valid for a period of thirty (7) days. Successful Group (Pty)Ltd. reserves the right to alter or decline to provide a quotation after expiry of the thirty (7) days. Unless agreed otherwise with the Client, all web design and web development services require an advance payment of a minimum of sixty percent (50%) of the project quotation total before the work is started on a project. The remaining forty percent (50%) of the project quotation total, due upon completion of the work, prior to upload to the server or release of materials. Hosting of websites, landing pages, contact forms or any form or format to be hosted to be paid upfront in full every month per quote/proposal/invoice. All graphic design, search engine marketing, content marketing and social media marketing or management services are to be paid in full upfront per month in advance as per project quote/proposal/invoice monthly. Successful Group (Pty)Ltd. reserves the right to allocate discount upon agreement between both parties to a clients' account and furthermore reserves the right to revoke, claim or keep the client liable to pay and settle in full any or all discount received at present or for the total duration of the agreement upon early termination of a fixed term agreement as specified in clause 10 (Termination) below. Payment for services is due by EFT. Bank details will be made available on invoices

#### 3. Client Review

Website design and/or development: Successful Group (Pty)Ltd. will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Successful Group (Pty)Ltd. otherwise within ten (10) days of the date the materials are made available to the Client. Social Media, Digital and/or Online Marketing and Management Products and Services: During commencement of product and/or services delivery a few tests and analysis will be conducted on any platform social, digital or online accounts, pages, platforms, search engines or profiles to ensure adequacy and effectiveness related to the defined strategy and plans as per quote/proposal/invoice of services or product delivery can be executed as desired and required to enable Successful Group (Pty)Ltd. to conduct future analytical reports, insights, and findings regarding their marketing goals and objectives. This process will be done without a review or consent of the client to identify the gaps, shortfalls, requirements and measures to be implemented in the optimization phase of the accounts, pages, platforms, search engines or profiles of the client going forward. These tests and analysis may include temporary but not limited to content changes written or graphic. After Optimization of the above said, all content graphic designed, written, created or comes to existence in any means will be provided to the client for review before it is made public. Successful Group (Pty)Ltd. reserves the right to make changes to the review process without notifying the client or the required input or approval of the client prior to publishing any content that comes to existence in any form, matter or manner produced by Successful Group (Pty)Ltd.

#### 4. Turnaround Time and Content Control Website/Landing Pages:

Successful Group (Pty)Ltd. will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Successful Group (Pty)Ltd. receiving initial payment, unless a delay is specifically requested by the Client and agreed by Successful Group (Pty)Ltd. In return, the Client agrees to delegate a single individual as a primary contact to aid Successful Group (Pty)Ltd. with progressing the commission in a satisfactory and expedient manner. During the project Successful Group (Pty)Ltd. will require the Client to provide website content; text, images, video and sound files if required. Social Media, Digital or Online content: Successful Group (Pty)Ltd. will provide the client sufficient time, usually but not required same day or a day in advance with content to be review before it will be published to ensure content control and to be aligned with the marketing plan and strategy.

#### 5. Failure to provide required website, social media, digital or online required content:

Successful Group (Pty)Ltd. is a small business, to remain efficient we must ensure that work we have to programme, plan, draft, design, create, develop or produces is carried out at the defined scheduled times. This is why we ask that you as a client provide all the required information in advance. On any occasion where progress cannot be made with your social media, website, digital or online requirements because we have not been given the required information in the agreed time frame and we are delayed as a result, we reserve the right to impose a surcharge of up to twenty-five percent (25%). If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently. If you agree to provide us with the required information and subsequently fail to do within two (2) weeks of project commencement, we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so otherwise request our assistance as we can assist on various aspects. Additional assistance, services or products required to be delivered will result in additional costs. NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document or Google doc, with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

#### 6. Payment

Final payment is required upon completion, but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of twenty percent (20%) per month of the total amount due. Payments for social media, digital and online marketing and management products or services are payable in advance upon receipt of invoice for the month ahead. Payments to be made to the account details as per quote/invoice/proposal. Please take note: As per clause 10 below, terminating a fixed term contract before expiry date does not dissolve/waive/revoke nor release you from the responsibility nor liability on payments on the remainder of the outstanding term/duration of the agreement/quote/proposal/invoice amount in full within 14 days from notice of termination/cancellation served to Successful Group (Pty)Ltd. Any and all discount received monthly or during the agreement/quote/invoice/proposal term is payable and owed to Successful Group (Pty)Ltd upon breach and early termination of the agreement. You as the client consent to that all funds outstanding balance/arrears amount/settlement amount still owed to Successful Group (Pty)Ltd automatically constitutes to you as a clients formal acknowledgement of debt and will serve as such in any court within South African jurisdiction.

#### 7. Additional Expenses

Client agrees to reimburse Successful Group (Pty)Ltd. for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

#### 8. Web Browsers

Successful Group (Pty)Ltd. makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that Successful Group (Pty)Ltd. cannot guarantee correct functionality with all browser software across different operating systems. Successful Group (Pty)Ltd. cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Successful Group (Pty)Ltd. reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

#### 9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Successful Group (Pty)Ltd. but not limited to web space, storage, google drives or cloud storage Successful Group (Pty)Ltd. will, at its discretion, remove all such material from its web space. Successful Group (Pty)Ltd. is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Clients with accounts in default agree to pay Successful Group (Pty)Ltd. reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Successful Group (Pty)Ltd. in enforcing these Terms and Conditions. The client acknowledges, accepts and consents to that the act of defaulting will automatically constitute to an acknowledgement of debt and will serve as such in any court of law.

#### 10. Termination

Termination and/or cancellation of services by the Client must be requested in a written notice served or delivered to Successful Group (Pty)Ltd. Domicilium citandi et executandi and will only be effective after the duration completed of the notice period as specified below and not on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured.

#### The following notice periods of intend to terminate are applicable

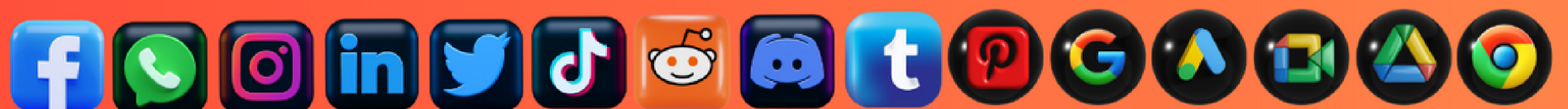
- Less than but not exceeding 3(three) months 10 business day notice of intent to terminate/cancel prior to the actual date of termination/cancellation\* and/or expiry of Quotes/Proposal/Invoices/Agreements\*
- More than 3(three) months but not exceeding 6(six) months, 15 business day notice of intent to terminate/cancel prior to the actual date of termination/cancellation\* and/or expiry of Quotes/Proposal/Invoices/Agreements\*
- More than 6(six) months but not exceeding 24(twenty four) months 20 business day notice of intent to terminate/cancel prior to the actual date of termination/cancellation\* and/or expiry of Quotes/Proposal/Invoices/Agreements\*

\* Last date of product of service delivery after notice period or expiry date of the Quotes/Proposal/Invoices/Agreements reached.

The Client will be invoiced for product and service delivery up and till the date of termination/cancellation and not on the date of notice of intent to terminate/cancel received and payment in full within thirty (30) days upon full and final invoice to be settled.



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### 11. Indemnity

The Client hereby agrees to indemnify and hold harmless Successful Group (Pty)Ltd, its officers, directors, employees, agents, representatives, suppliers, subcontractors and affiliates (collectively the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs and expenses (including legal fees and expenses) which the Indemnified Parties may suffer or incur as a result of the Client's use of Services and/or Products provided by Successful Group (Pty)Ltd, including but not limited to any damage to property, bodily injury (including death) and/or claims of infringement of any third-party right. The Client further agrees to indemnify the Indemnified Parties against any and all liabilities, losses, costs, damages, expenses, and legal fees and expenses that may be incurred by the Indemnified Parties in connection with any claims or legal proceedings initiated by or against Successful Group (Pty)Ltd or any of the Indemnified Parties arising out of or in connection with the Client's use of Services and/or Products provided by Successful Group (Pty)Ltd, including but not limited to any breach of any agreement.

### 12. Prohibition of Tarnishing Successful Group (Pty)Ltd. or its Representatives' Image, Dignity etc. (Post, Present and Prospective clients)

a) All clients of Successful Group (Pty)Ltd. agree to not tarnish the image, dignity and public opinion of Successful Group (Pty)Ltd. or any of its representatives in any form or manner, whether in writing, verbal or in any other way. b) All clients are required to adhere to the South African law regarding defamation, and agree not to engage in any activities that may cause defamatory statements to be made against Successful Group (Pty)Ltd. or its representatives. c) All clients agree to not make any false or misleading statements about Successful Group (Pty)Ltd. or its representatives, whether in writing or verbally, and understand that any such activity may be considered defamation/crimes injuria and will be punishable under the South African law. d) All clients understand that any false or misleading statements made against Successful Group (Pty)Ltd. or its representatives will be considered a breach of this agreement, and Successful Group (Pty)Ltd. reserves the right to take legal action in such cases. e) All clients are required to maintain the highest standard of professionalism and respect for Successful Group (Pty)Ltd. and its representatives, and agree that any failure to do so may be considered a breach of this agreement. f) All clients agree to indemnify Successful Group (Pty)Ltd. and its representatives from any and all claims and damages that may arise from any breach of this agreement.

### 13. Non-disparagement

The following non-disparagement clause is hereby incorporated into any contract between Successful Group (Pty)Ltd and any Client. Both Successful Group (Pty)Ltd and its representatives, as well as the Client, agree not to make any statements, whether public or private, written or verbal, that could be construed as derogatory to Successful Group (Pty)Ltd or its representatives. This includes, but is not limited to, statements that negatively portray Successful Group (Pty)Ltd or its representatives in any way. The parties also agree that any breach of this clause will result in the Client being liable for any damages or other losses suffered by Successful Group (Pty)Ltd or its representatives as a result of the breach. The Client will also be responsible for any legal costs incurred by Successful Group (Pty)Ltd or its representatives in enforcing this clause. This clause is intended to be binding on both parties, and to be enforceable under South African Legislation.

1. Client agrees to refrain from making any disparaging remarks or communications about Successful Group (Pty)Ltd. or its representatives, either publicly or privately, either during the course of this agreement or after its termination.
2. Client agrees to take appropriate measures to prevent any disparagement of Successful Group (Pty)Ltd. or its representatives by its employees or agents.
3. Client agrees to compensate Successful Group (Pty)Ltd. for any and all damages or losses caused by any disparaging remarks or communications made by Client, its employees or agents.
4. Client shall indemnify and hold harmless Successful Group (Pty)Ltd., its representatives, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including legal fees and expenses, arising from any disparaging remarks or communications made by Client, its employees or agents.
5. Client agrees to comply with applicable laws and regulations of South Africa concerning defamation and other related matters.
6. Client agrees to immediately notify Successful Group (Pty)Ltd. of any disparaging remarks or communications made by Client, its employees or agents.
7. Client agrees to immediately take corrective action upon receiving notice of any disparaging remarks or communications made by Client, its employees or agents.
8. Client agrees to take all reasonable steps to prevent further dissemination of any disparaging remarks or communications made by Client, its employees or agents.
9. Client agrees to cooperate with Successful Group (Pty)Ltd. in any legal action taken against any third parties for any damages arising from any disparaging remarks or communications made by Client, its employees or agents.
10. In the event that Client fails to comply with any of the above clauses, Successful Group (Pty)Ltd. shall have the right to terminate the agreement immediately, without notice, and seek damages for any losses suffered.

### 14. Copyright and Intellectual Property

This Copyright and Intellectual Property clause governs the use of any and all works created by Successful Group (Pty)Ltd. or its representatives during the contractual agreement, prior and thereafter.

A. Successful Group (Pty)Ltd. hereby retains all rights to any and all works created by Successful Group (Pty)Ltd. or its representatives during the contractual agreement and after its termination. The client agrees to not reproduce, distribute, modify, or use any of the works created by Successful Group (Pty)Ltd. or its representatives for any purpose other than what was expressly agreed upon in the contractual agreement. The client agrees to not use any of the works created by Successful Group (Pty)Ltd. or its representatives for any commercial use, or for any other purpose that would be deemed a violation of copyright or intellectual property laws in South Africa. The client also agrees that they will not create any derivative works of any of the works created by Successful Group (Pty)Ltd. or its representatives without the express written consent of Successful Group (Pty)Ltd. The client agrees to not remove any attribution or copyright notices that are included in any of the works created by Successful Group (Pty)Ltd. or its representatives. The client agrees to indemnify Successful Group (Pty)Ltd. and its representatives from any claims or damages that may arise from any breach of this clause. Any and all violations of this clause will be considered a breach of the contractual agreement and may result in the termination of the agreement and/or legal action taken against the client.

B. The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Successful Group (Pty)Ltd. the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Successful Group (Pty)Ltd. permission and rights for use of the same and agrees to indemnify and hold harmless Successful Group (Pty)Ltd. from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Successful Group (Pty)Ltd. that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

### 15. Standard Media Delivery

Unless otherwise specified in the project quotation/proposal/invoice and the acceptance thereof, the agreement as a whole assumes that any text will be provided by the Client in electronic format (text files delivered on disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Successful Group (Pty) Ltd. to return to the Client any images or printed material provided for use in creation of the Client's website, social media marketing, digital and online marketing and management services, such return cannot be guaranteed.

### 16. Design Credit

The Client also agrees that the website developed for the Client may be presented in Successful Group (Pty)Ltd. portfolio, along with any social media marketing, digital and online marketing and management services provided by the company. A link to Successful Group (Pty)Ltd. will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design.

### 17. Post-Placement Alterations

If the Client's website is to be installed on a third-party server, Successful Group (Pty)Ltd. must be granted temporary read / write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources such as social media marketing, digital and online marketing and management services might also need to be configured on or via the server.

### 18. Domain Names

Successful Group (Pty)Ltd. may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Successful Group (Pty)Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

### 19. Ads, Marketing & Management Services:

Successful Group (Pty)Ltd. will provide digital and online marketing and ads management services, as well as social media marketing and management, to help the client promote their products or services through social media channels. A minimum three (3) month contract is required and payment must be received in advance. If payment is not received on time, we regret that further work will be halted until this is rectified. Each respective service mentioned above will be rendered in accordance to the proposal/quote/invoice/contract as selected by the client on what services would be required to be delivered or not.

### 20. Refunds and Cancellations

#### A. Web Design, Content & Graphic Design, Social Media Content Creation

Payments for custom design projects are made to us in increments as a courtesy to the client, or a discounted upfront payment. Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, all monies paid are retained by Successful Group (Pty)Ltd. and if applicable, a fee for all work completed beyond what was already paid for, shall be paid by the client.

#### B. Web Development

Payments for custom web development projects are made to us in increments as a courtesy to the client, or a discounted upfront payment. Once a payment or deposit is made, it is non-refundable. If a project is cancelled or postponed, all monies paid are retained by Successful Group (Pty)Ltd. and if applicable, a fee for all work completed beyond what was already paid, for shall be paid by the client.

#### C. Website Hosting

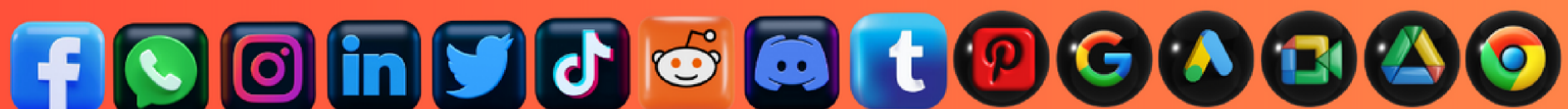
Payments for past months of web hosting are non-refundable. Hosting accounts are set up at the time of order and are allotted a specific amount of server resources, according to the plan purchased. If client did not make use of the account, payment for services is still due. Hosting accounts are not cancelled until notice is received from the client in writing, or until fifteen (15) days after due date of payment not received. If client paid for hosting account for twelve (12) months ahead and cancels service before plan expiration date, the amount is non-refundable. Successful Group (Pty) Ltd. reserves the right to disable and/or terminate a user's account if a user is found in violation of the terms. Accounts terminated due to policy violations will not be refunded.

#### D. Search Engine Optimization, Internet Marketing and Social Media Optimization

Payments for Search Engine Optimization, Internet Marketing and Social Media Optimization services are non-refundable and Successful Group (Pty)Ltd. do not issue pro rata refunds for fees paid in advance. Once a payment or deposit is made, it is non-refundable. All Setup fees are non-refundable, as it is applied to costs immediately incurred by Successful Group (Pty)Ltd. in initiating services. If a project is cancelled or postponed, all monies paid are retained by Successful Group (Pty)Ltd. and if applicable, a fee for all work completed beyond what was already paid for shall be paid by the client.



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# SUCCESSFUL GROUP

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## 21. Liability

This agreement/contract between Successful Group (Pty) Ltd. ("the Company"), and its representatives, directors, employees, agents and/or any other persons associated with the Company (collectively referred to as "the Representatives"), shall state that the Company and its Representatives shall not be liable for any losses, liabilities, damages, expenses, costs, or other commitments whatsoever, which arise in relation to this contract or any actions taken or omitted to be taken by the Company or its Representatives in the performance of this contract. The Company shall not be liable for any indirect, incidental, special or consequential loss or damage, including but not limited to, any loss of profits or revenue, any loss of business, or any loss of or interruption to business or data. The Company shall not be liable for any injury, death or damage to property, however caused, and arising out of or in connection with this contract or the performance of it. The Company and its Representatives shall not be liable for any breach of statutory duty / non statutory, tort, or any other matter unless it is in breach of a term of this contract. The Company and its Representatives shall not be liable for any acts or omissions of third parties, including but not limited to, contractors, subcontractors, suppliers, other third parties, and their employees, agents and/or representatives. This clause shall survive termination or expiry of this contract.

## 22. Severability

The parties agree that if any provision of this Agreement and/or including the terms and conditions are, for any reason, held to be invalid or unenforceable, such provision shall be interpreted, to the extent reasonably possible, to reflect the intentions of the parties, and all other provisions shall remain in full force and effect. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The parties agree that no party to this Agreement, including Successful Group (Pty) Ltd and its representatives, directors, shareholders, officers, employees, agents and any other person or entity associated with the parties, shall be liable for any special, indirect, incidental, punitive, exemplary or consequential damages arising out of, or related to, this Agreement or any breach thereof or any acts or omissions of Successful Group (Pty)Ltd, and all such liability shall be excluded, to the fullest extent permitted by South African law.

## 23. Confidentiality and Non-Disclosure

"Confidential Information" means any information, whether oral or written, disclosed to the Receiving Party by the Disclosing Party, or otherwise made available to the Receiving Party by the Disclosing Party in the course of, or relating to the performance of this Agreement, that is not generally known to the public.

"Disclosing Party" means Successful Group (Pty) Ltd.

"Receiving Party" means the party or parties to whom Confidential Information is disclosed or made available by the Disclosing Party in the course of, or relating to the performance of this Agreement.

The Receiving Party shall not disclose, use, or permit to be disclosed or used, any Confidential Information of the Disclosing Party, to any third party without the express, prior written consent of the Disclosing Party.

The Receiving Party shall use no less than a reasonable degree of care to protect the Confidential Information of the Disclosing Party, and shall take all necessary steps to ensure the confidentiality of such information.

## 24. Survival

The terms and conditions and the obligations of the parties respectively under these terms and conditions shall survive termination or expiration or and shall remain binding on the parties hereto and their respective heirs, successors and assigns.

## 25. Governing Law

This Agreement shall be governed by The Laws of South Africa.

## 26. General

These Terms and Conditions supersede all previous representations, understandings or agreements.

The Client's acceptance of any proposal/quote/invoice/agreement/contract or payment, an advance fee, partial payment or deposit constitutes to accepting the agreement as a whole to and agrees, consents to and hereby the clients acceptance of these Terms and Conditions.



Thank you for understanding our terms and conditions if anything is unclear please don't hesitate to contact me directly

Kind Regards

MJ Rathbone

Director/Owner

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**WE HELP YOU SUCCEED**  
BY CREATING BRAND IDENTITIES



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