

## MediaScope Marketing Terms & Conditions

Our Terms & Conditions are subject to change. Always make sure you have read the latest Terms & Conditions as stated below before paying your deposit for a project. When referring to Terms & Conditions, we are referring to our Trust Agreement Documents.

- If you pay your deposit, you agree to these Terms & Condition, stated in our Trust Agreement.
- Hereby the Client understands that they will sign a Terms of Service Agreement in accordance to our Monthly Marketing Packages.
- Hereby the Client understands that they will sign a Terms of Service Agreement in accordance to non-marketing services (Once-Off Graphic Design services, Web-Design Services, Hosting Services); unless requested, but by paying the deposit for the project, they agree to the below Terms and Conditions.

### RIGHTS AND OWNERSHIP:

#### Once-Off Graphic Design:

The Client shall be entitled to full ownership of all **final** artwork created during the project upon full payment of the agreed fee. All products remain the property of MediaScope Marketing until fully paid for. No artwork will be supplied without full payment. All design files still remain intellectual property of MediaScope Marketing.

#### Graphic Design associated with our Marketing Packages:

All graphic design and strategies associated with our marketing packages remain the intellectual property of MediaScope Marketing, although it will be tailored according to the brand and client needs, as well as posted on their various social media platforms, as discussed in the Terms of Service Agreement. All design files still remain intellectual property of MediaScope Marketing. All changes made to the content and overall brand image needs to be requested and approved by you, the client.



MediaScope Marketing has the right to advise regarding any concerns we have with updates, and/or changes requested by the client, if we feel that it may not best represent and/or may jeopardize the brand image. MediaScope Marketing is experts in the field of marketing & design, and want the best for our client's brand, as your success is our success. The client will have the authority to make the final decision based on updates, and/or changes requested by the client.

### Website Design Services:

Login, editing capabilities and all content (Graphic Design and website structuring) associated with the client's website remain the intellectual property of MediaScope Marketing, although it will be tailored according to the brand and client needs. Any errors, small changes and SEO's (Search Engine Optimization) that may occur will be rectified by MediaScope Marketing exclusively, which is inclusive in the monthly web maintenance fee. Additional fees may be required when large changes are made on the website as per requested by you, the client. Everything associated with a website designed by MediaScope Marketing may only be changed updated, and edited by MediaScope Marketing Exclusively. All changes made to the website needs to be requested and approved by you, the client. MediaScope Marketing has the right to advise regarding any concerns we have with updates, and/or changes requested by the client, if we feel that it may not best represent and/or may jeopardize the brand image. MediaScope Marketing is experts in the field of marketing & design, and want the best for our client's brand, as your success is our success. The client will have the authority to make the final decision based on updates, and/or changes requested by the client. \

### CLIENT FEEDBACK:

#### Once-Off Graphic Design:

The Client should be prepared to offer some initial feedback as to how closely the suggested design concept meets with their general needs and expectations. The Client should select the design concept that best suits their needs as well as assemble and deliver a list of any desired discussion points or requirements regarding their design needs to MediaScope Marketing. MediaScope Marketing has the right to advise regarding any concerns we have with the client's approach and ideas, if we feel that we have an approach that might better the client's interests and objectives. MediaScope Marketing is experts in the field of marketing



(+27) 68 281 0680



info@mediascope.co.za  
shez@mediascope.co.za



www.mediascope.co.za



& design, and want the best for our client's brand, as your success is our success. The Client will then approve/signoff on the final design concept.

### Marketing Packages:

The Client should be prepared to offer some initial feedback as to how closely the suggested designs and strategies meet with their general needs and expectations. The Client should select the design and strategies that best suits their needs and assemble and deliver a list of any desired discussion based on objectives, and company goals to MediaScope Marketing. MediaScope Marketing has the right to advise regarding any concerns we have with the client's approach and ideas, if we feel that we have an approach that might better the client's interests and objectives. MediaScope Marketing is experts in the field of marketing & design, and want the best for our client's brand, as your success is our success. The Client will then approve/signoff on the post designs before it is posted on various social media platforms.

### Website Design Services:

The Client needs to disclose all the features they require to form part of the website in a formal briefing and/or meeting before the quote is formulated and sent. The Client should be prepared to offer some feedback as to how closely the suggested design concept meets with their general needs and expectations. The client has the right to request changes during the design process as well as after completion of the website, as long as it falls within the framework as indicated by the quote. MediaScope Marketing has the right to advise regarding any concerns we have with the client's approach and ideas, if we feel that we have an approach that might better the client's interests and objectives. MediaScope Marketing is experts in the field of marketing & design, and want the best for our client's brand, as your success is our success. Additional **small** changes and updates may be requested after the completion of the website and is included in the monthly web maintenance fee. All other major changes and/or additions to the website will be subjected to an additional fee.

### THIRD PARTY CONTRACTS:

MediaScope Marketing are not responsible for contracting other creative professionals to provide services that are not offered by MediaScope Marketing. No project will commence on the assumption that third parties might be required for project completion. Such details will be finalized prior to project commencement, unless requested by The Client at a later date.



(+27) 68 281 0680



info@mediascope.co.za  
shez@mediascope.co.za



www.mediascope.co.za

A handwritten signature in black ink, appearing to be 'R. R.' followed by a stylized flourish.

MediaScope Marketing cannot be held responsible for any loss or damages occurring after final sent through of artwork to supplier! Please check final artwork and require proof prints through suppliers before commencing with projects.

#### PAYMENTS:

##### Once-Off Graphic Design:

Because a lot of time, effort and dedication goes into providing The Client with high quality Graphic Design Services, The Client is required to pay a 50% deposit prior to work commencement. The project will only be scheduled and service commencement will only occur once the down payment is received by MediaScope Marketing.

The down payment is non-refundable. The remaining 50% is payable to MediaScope Marketing upon completion of the project, before the final design will be provided to the Client.

All fees paid to MediaScope Marketing at any time during or after the project., whether it be deposits or otherwise, will be non-refundable.

##### Marketing Packages:

Because a lot of time, effort and dedication goes into providing The Client with the perfect high quality Marketing Services, The Terms of Service Agreement needs to be signed as well full monthly premium will need to be paid by client prior to work commencement. Thereafter Client is required to pay the full monthly premium in the **beginning** of each month. All fees paid to MediaScope Marketing at any time during or after the project will be non-refundable.

##### Website Design Services:

Because a lot of time, effort and dedication goes into providing The Client with the perfect website, The Client is required to pay a 50% deposit prior to work commencement. The project will only be scheduled and service commencement will only occur once the down payment is received by MediaScope Marketing.



(+27) 68 281 0680



info@mediascope.co.za  
shez@mediascope.co.za



www.mediascope.co.za



The down payment is non-refundable. The remaining 50% is payable to MediaScope Marketing upon completion of the project, before the website is finalized and made live to the public.

All fees paid to MediaScope Marketing at any time during or after the project., whether it be deposits or otherwise, will be non-refundable.

#### **DELAYED PAYMENT:**

##### **Once-Off Graphic Design:**

If, after the project has commenced, design concepts have been sent through and/or disclosed to client, and subsequent invoices are not paid within 30 days, a 5% "delayed payment" fee will be charged. This initial 5 % figure will be added upon each recurring 30-day period until the full amount has been received by MediaScope Marketing.

##### **Marketing Packages:**

All Monthly Marketing Package invoices, should be paid within 10 working days upon receiving the invoice. If the client does not make the payment within this time period, MediaScope Marketing will halt all marketing services until payment or other arrangements have been made.

##### **Website Design Services:**

If, after the project has commenced, completed website preview and web structuring have been sent through to client, and subsequent invoices are not paid within 30 days, a 5% "delayed payment" fee will be charged. This initial 5 % figure will be added upon each recurring 30-day period until the full amount has been received by MediaScope Marketing.



#### FILE FORMATS:

##### Once-Off Graphic Design:

Fully paid for designs will be supplied to The Client in: PRINT READY JPEG, PNG or PDF format. Open files **will not** be supplied. No editing by The Client will be possible and future changes can be made upon request at an additional fee if needed. The PRINT READY JPEG, PNG or PDF format, can always be supplied to client again free of charge if needed in future.

##### Marketing Packages:

Open files, and print ready formats **will not** be supplied regarding all graphic design associated with the monthly marketing packages. No editing by The Client will be possible and in the case of termination of contract future changes can be made upon request at an additional fee. Login Details to social media platforms will be provided to client, although the client may not make any posts without the consent of MediaScope Marketing, as we aim to ensure high quality marketing at all times.

##### Website Design Services:

All content associated with the website **will not** be supplied. No editing by The Client will be possible and **small** changes can be made upon request as it is included in the monthly web maintenance fee. Major changes will be done at an additional fee. Login Details to website **will not** be provided to client, as it remains the intellectual property of MediaScope Marketing.

#### ERRORS & OMISSIONS:

MediaScope Marketing is not responsible for proofreading any designs. The Client is responsible to check proofs and other deliverables carefully for accuracy in all respects, ranging from spelling to technical illustrations. MediaScope Marketing is not liable for errors or omissions. The Clients' signature or go-ahead e-mail, or that of the authorized representative is required on all artwork prior to release for printing, digital publication, or other implementation.



(+27) 68 281 0680



info@mediascope.co.za  
shez@mediascope.co.za



www.mediascope.co.za



#### PROMOTION:

MediaScope Marketing has the right to use the digital format of all completed designs for publication or other promotional purposes and for these purposes only.

#### USE OF DESIGN ELEMENTS:

MediaScope Marketing legally assumes clients has proof read and approved text copy and images (photos, stock images, web images) before supplying the artwork & copy to MediaScope Marketing for design purposes. If MediaScope Marketing needs to source images from the internet or stock image websites (free or paid) it is the client's responsibility to check if the sourced images are licensed or available to use for the project under commercial or non-commercial usage laws. If the clients approve the art work and paid 50% deposit to finalize the project, MediaScope Marketing will assume the client has checked these images legally for use based on Country & Commercial Laws pertaining to the project. MediaScope Marketing legally assumes the client has not copied text illegally from other content and as such broken the law and plagiarized the content. MediaScope Marketing therefore cannot take responsibility or liability of images, artwork or copy text used in design art of any kind. If a client gets sued for using an image, photo or text illegally it is the client's responsibility and liability to pay legal fees and any other fees that may arise for using photos, images or text copy wrongly. MediaScope Marketing cannot be held legally responsible for any loss or damages that may occur due to wrongful use of images, photos, stock photos, internet images, text or copy text. As soon as the client signs of the project by paying 50% deposit or fully paying for project all artwork becomes the client's legal responsibility. Clients need to check if images, photos, stock photos, text and copy text can or may be printed, published or posted into the web or internet. Any design material or art work printed, posted to web or any digital and electronic media is the responsibility and legal liability of the client. Hereby MediaScope Marketing indemnifies itself from any legal repercussions of the latter.



#### CONFIDENTIALITY:

The Client must inform MediaScope Marketing in writing before the project commences if any portion of any material or information provided by The Client is confidential.

In order for us to obtain a high-level of excellence, your commitment to this project is highly valued and will be directly reflected in the results. By hiring us you've enlisted our expertise at how best to accomplish the goals that your team and our team have defined.

In order to accomplish those goals we require your participation and cooperation – even if you don't fully understand some of the elements or designer terms (which we'll work hard to make clear). In the end, we can only accomplish what we are allowed to accomplish; the quality of the result will depend significantly on the quality of your participation.

- By paying the deposit, The Client agrees MediaScope Marketing Terms and Conditions as stipulated in this document, unless otherwise arranged.
- Hereby the Client understands that they will sign a Terms of Service Agreement in accordance to our Monthly Marketing Packages.
- Hereby the Client understands that they will sign a Terms of Service Agreement in accordance to non-marketing services (Once-Off Graphic Design services, Web-Design Services, Hosting Services); unless requested, but by paying the deposit for the project, they agree to the below Terms and Conditions.

#### WEBSITE SEO SERVICES:

Only BASIC SEO (Search Engine Optimization) is included in the standard Website Design Services. Basic SEO does not include 1st page rankings with Google or any other search engines.

In order to reach 1st page rankings with Google an ADVANCED SEO strategy should be agreed upon.



(+27) 68 281 0680



info@mediascope.co.za  
shez@mediascope.co.za



www.mediascope.co.za





SEO results may vary and could take 4-6 weeks for the website to be indexed by Google, after the website has been completed.

#### CUSTOMER SERVICE:

In the result of the client not being satisfied (due to brief being misunderstood, process issues or reasonable expectancy not met), client needs to call a meeting with MediaScope Marketing, and mediate a favorable solution **for both parties.**

#### GENERAL AND ACCEPTABLE USE:

You are expected to use MediaScope Marketing's services with respect, courtesy, and responsibility, giving due regard to the rights of other users. We expect you to have a basic understanding of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are unacceptable. Common sense is regarded as the best guide for what is considered acceptable use.

#### Unacceptable Use:

Illegality in any way or form including, but not limited to, activities such as unauthorized distribution or copying of copyrighted material, violation of export restrictions, harassment, fraud, trafficking in obscene material, child sexual abuse imagery or in any other way, drug dealing, and other illegal activities.

MediaScope Marketing services and servers may be used strictly for lawful purposes. Storage, transmission or distribution of any material or part of it in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws.



Posting of defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting pain or emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

Any unacceptable use of the services constitutes a material breach of these Terms and Conditions of Use, and MediaScope Marketing fully and solely reserves its rights in this regard.

#### **Interpretation:**

The provisions of this Policy are not meant to be exhaustive, but are intended as guidelines. Generally, any behavior that breaches or violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is strictly prohibited. MediaScope Marketing reserves the right at all times to prohibit conduct that damage its reputation and goodwill in any way.

#### **DETERMINATION OF A BREACH OF THIS POLICY:**

MediaScope Marketing will be the sole arbiters and have a sole and complete discretion in determining what is seen as a violation of this Policy.

#### **CONSEQUENCES OF BREACH OF THIS AGREEMENT:**

You shall be held liable for any and all costs incurred by MediaScope Marketing as a result of your violation of these terms and conditions. This is including, but is not limited to, attorney fees etc.

#### **WEBSITE TECHNOLOGY:**

MediaScope Marketing makes use of an Open-Source CMS Software, in accordance with JavaScript coding to design websites, therefore the technology will update and constantly change over time.



(+27) 68 281 0680



info@mediascope.co.za  
shez@mediascope.co.za



www.mediascope.co.za



Clients are advised to monitor, or bring in monitoring solutions and to let us know so that we can make sure the website or system is up and running, and necessary changes are made. You as client are responsible to regularly check and let us know whether the website is still working as it should.

MediaScope Marketing is not responsible for websites or systems that may fail due to technology that updates, although we will do our utmost best to update the website to keep it in working condition.

This document has been signed and made valid on the 14<sup>th</sup> May 2020.



**DEON ROBBERTSE**  
**EXECUTIVE DIRECTOR**



**SHERAZADE FRANCE**  
**EXECUTIVE DIRECTOR**

