

DIGI TREAD MEDIA

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LAST REVIEW DATE: 14 / 04 / 2021

TERMS & CONDITIONS

Consultations / Meetings

Online / In-Person

This Agreement represents an agreement between Digi Tread Media PTY (Ltd) or Digitread Media and the client for the provisioning of consultations / meetings.

This Agreement outlines the terms for online meetings, local in-person meetings and meetings requiring substantial travel, as they are mutually understood by the parties.

It will be deemed that by confirmation of the meeting/consultation, this Agreement has been accepted by the Client.

DEFINITIONS

1. "Digitread Media" means Digi Tread Media (Pty) Ltd trading as Digitread Media or any other entity which Digitread Media (Pty) Ltd may assign, cede or delegate any of its rights or obligations to.
2. "Agreement" means the terms and conditions herein and all annexures or addendums.
3. ">" means greater than.
4. "<" means less than.
5. "No Show" means non-arrival for a confirmed meeting and no notice of cancellation or unexpected delay was given. A consultation/meeting will be deemed "no-show" after 15 minutes.
6. "In-Person Consultations" or "In-Person Meetings" means physical attendance of parties at a pre-arranged time and location for a time limit of one (1) hour for business purposes.
7. "Online Meetings" means the virtual attendance of parties at a pre-arranged time using an agreed upon platform such as Microsoft Teams, Zoom, Skype or WhatsApp for a time limit of one (1) hour for business purposes.
8. "Local" means the locations of Secunda or Mossel Bay and their direct vicinity of < 15km.
9. "Client" or "You" is the person(s) representing the organisation on whose behalf the meeting/consultation is being initiated.

1. Goals & Objectives

- 1.1. The purpose of this agreement is to ensure that the proper elements and commitments are in place to provide consistent service and delivery to the client by Digitread Media.
- 1.2. The goal of this agreement is to specify standard procedures regarding meetings/consultations.
- 1.3. The objectives of this agreement are to:
 - 1.3.1. Provide clear reference to accountability, roles and/or responsibilities.
 - 1.3.2. Present a clear, concise, and measurable description of service provision to the client.
 - 1.3.3. Disclose relevant safety procedures regarding the COVID-19 pandemic.

2. Review

- 2.1. Digitread Media reserves the right to amend the contents of this document as required and without notice.

3. Procedure

- 3.1. Meetings/consultations may be requested via phone, e-mail or on <https://digitread.bookem.co.za>.
- 3.2. Digitread Media is commuting between Mossel Bay and Secunda. The availability schedule for planned visits to Mossel Bay will be published on <https://digitread.bookem.co.za> as available.
- 3.3. On written confirmation of the meeting/consultation, an Agreement between the Client and Digitread Media will be deemed to have been made and will be governed by the terms herein.
- 3.4. Digitread Media will confirm the meeting and location details at an appropriate time.
- 3.5. If the Client is responsible for travel or consultation fees, an invoice will be provided.
- 3.6. In-person meetings will be subject to COVID-19 practices and regulations as gazetted and enforced by the hosting venue. This includes social distancing, the wearing of masks and sanitation. Some venues also prohibit the use of laptops or tablets as part of their COVID-19 policy.
- 3.7. Online meetings will be subject to the applicable platform legal policies.

4. Client Responsibilities

- 4.1. The Client undertakes to accept all legitimate charges relating to the meeting/consultation and to make payment at the applicable rates and intervals, as quoted.

- 4.2. The Client undertakes to ensure timely arrival for the confirmed meeting / consultation.
- 4.3. The Client undertakes to provide appropriate notice of any changes, delay, or cancellation of the meeting/consultation.

5. Digitread Media's Responsibilities

- 5.1. Service Scope - The following services are covered by this agreement:
 - 5.1.1. Online Meetings
 - 5.1.2. Local In-Person Meetings (< 15km)
 - 5.1.3. In-Person Meetings > 15km
- 5.2. Digitread Media undertakes to ensure timely arrival for the confirmed meeting / consultation.
- 5.3. Digitread Media undertakes to provide appropriate notice of any changes, delay, or cancellation of the meeting/consultation.

6. Cancellation, Rescheduling, Interruption and No-Show

- 6.1. This Agreement will begin on the confirmation of a meeting/consultation and will continue until the conclusion or cancellation of the meeting/consultation.
- 6.2. Either party may cancel, postpone, or reschedule meetings/consultations at any time by providing the other party with:
 - 6.2.1. one (1) day written or telephonic notice for consultations/meetings > 15km.
 - 6.2.2. two (2) days written notice for consultations/meetings where travel costs are applicable.
 - 6.2.3. one (1) hour written or telephonic notice for online meetings and meetings/consultations < 15km.
- 6.3. Accept in the case of force majeure, should the client fail to show for a meeting (no-show), Digitread Media reserves the right to, at its own discretion, charge a consultation fee equal to one hour for time lost, including any applicable travel costs.
- 6.4. Digitread Media reserves the right to decline the rescheduling of consultations/meetings where the client was no-show.
- 6.5. Online meetings may be unexpectedly impacted by supplier outages, power outages or loadshedding. Such events fall under force majeure. In such case either party may reschedule the meeting for an appropriate time.

7. Payment & Currency In Situations Where Charges May Apply

- 7.1. The following meetings/consultations are free of charge:
 - 7.1.1. Support for existing products, services & projects.
 - 7.1.2. Pre-sales enquiries and pre-sale discussions to provide a quotation.
 - 7.1.3. Feedback to provide updates/changes/comments on project proofs provided.
 - 7.1.4. Instructions to request changes, updates, new services etc.
- 7.2. Digitread Media is commuting between Secunda and Mossel Bay. Subject to 7.1 in-person meetings within a 15km radius of Secunda or Mossel Bay is free of charge. Mossel Bay meetings/consultations are subject to availability as communicated or published from time to time.
- 7.3. Subject to 7.1 online meetings are free of charge.
- 7.4. The following meetings/consultations will incur an hourly consultation fee:
 - 7.4.1. Excluding pre-sales enquiries and pre-sale discussions to provide a quotation, all requests for advice, opinion or review etc. not directly linked to the functionality of an ongoing project.
 - 7.4.2. All additional/unplanned project consultations, unless otherwise agreed per project or requested by Digitread Media.

- 7.4.3. All support for external products and services not offered by Digitread Media, as well as IT services (such as Gmail/Outlook errors (non-email related)/ Printer/Mobile Phone/software troubleshooting etc). Most of these external services have their own support teams. For unrelated technical/IT issues not part of our service offerings, should be referred to your preferred IT support company.
- 7.5. All meetings/consultations beyond a 15km radius, as well as in-person meetings in Mossel Bay that falls **outside** of Digitread Media's **planned** commute schedule, will incur accommodation and/or travel costs.
- 7.6. All costs are quoted and are payable in South African Rand (ZAR) with payment options provided on the invoice.
- 7.7. All costs are payable in advance.

8. Confidentiality

- 8.1. Digitread Media understands it may have access to the client's confidential information. Digitread Media agrees to use the client's confidential information solely for the purpose of performing requested services and/or to provide a quotation or service proposal, which may include sharing information with suppliers for registration purposes (for example when registering a domain name). Digitread Media agrees not to share the client's confidential information with anyone else unless they are required to by law. Digitread Media's obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.
- 8.2. During consultation, Digitread Media may share, suggest, or propose solutions or ideas, verbally or in written form, that are unique in nature or may be the result of hours of its own research, thought processes, and preparation. The client understands that any such ideas, suggestions, and proposals communicated to the client verbally or in written form, which is unique or not standard practice or not commonly used, remains the copyright of Digitread Media. If the client decides not to make use of Digitread Media's services, the client may not communicate or disclose the contents, partially or in whole, of copyrighted contents to any other entity or potential service provider.

9. Dispute Resolution

- 9.1. **Negotiation.** In the event of a dispute, the parties agree to work towards a resolution through good faith negotiation.
- 9.2. **Mediation or Binding Arbitration.** If negotiation fails, either party may initiate mediation or binding arbitration in South Africa.
- 9.3. **Litigation and Choice of Law.** If litigation is necessary, this Agreement will be interpreted based on the laws of South Africa, regardless of any conflict of law issues that may arise. The parties agree the dispute will be resolved at a court of competent jurisdiction in South Africa.

10. General

- 10.1. **Assignment.** The parties may not assign the responsibilities they have under this Agreement to anyone else.
- 10.2. **Complete Contract.** This Agreement constitutes the parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the parties.
- 10.3. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

10.4. **Waiver.** Neither party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.