

Digital Marketing Service Agreement

Issue Date: 01 July 2025

Revision: 16

Welcome to RAS Digital Marketing's Terms and Conditions.

1. INTRODUCTION

- 1.1. This Agreement, including any Annexures, formed between RAS Digital Marketing (Pty) Ltd ("Provider") and the Client ("Client"), collectively referred to as the parties ("Parties"), aims to establish terms for digital marketing services, the ("Service") provided by the Provider to meet the Client's digital marketing needs while outlining the Parties' roles in ensuring successful implementation of the Service.
- 1.2. The Provider, holding the registration number 2019/191867/07, is based in Sandown, Blouberg Strand, Cape Town, South Africa, 8001, and is accessible online at www.rasdigitalmarketing.com for contact and further information.
- 1.3. The Parties mutually acknowledge and agree that their relationship shall consistently abide by the principle of good faith. The Parties commit to fulfilling their responsibilities with professionalism, transparency, mutual respect, and consideration towards one another.
- 1.4. Except as specifically outlined in this Agreement, this Agreement does not establish an agency, partnership, or joint venture relationship between the Parties. Neither party has the authority to bind the other to any obligations except as expressly specified in this Agreement.

2. INTERPRETATION

- 2.1. In this Agreement with its Annexures, unless clearly inconsistent with or otherwise indicated by the context, the following expressions bear the meanings set out hereunder:
 - 2.1.1. "Agreement" means this contract, including all Annexures, Invoices, and supporting documents that form part of the mutual understanding between the Parties.
 - 2.1.2. "Client" means the individual or entity receiving the Service from the Provider.
 - 2.1.3. "Provider" means the individual or entity delivering the Service under this Agreement.

- 2.1.4. “Service” means digital asset development, marketing services, hosting, campaign management, consultancy, and other services provided by the Provider, whether directly or via approved Third Party Services.
- 2.1.5. “Digital Assets” means any websites, marketing campaigns, creatives, content, or digital systems created, managed, or hosted under this Agreement.
- 2.1.6. “Third Party Services” means any services, software, platforms, or tools provided by external vendors (e.g. Google Ads, Facebook, Mailchimp, hosting providers) that are used to support the Service.
- 2.1.7. “Personal Data” means information as defined under the Protection of Personal Information Act, No. 4 of 2013 (POPIA), or applicable international data privacy laws.
- 2.1.8. “Electronic Signature” means a signature that complies with the Electronic Communications and Transactions Act, No. 25 of 2002 (ECTA), including typed names or digitally captured signatures used for approval or authorisation.
- 2.1.9. “Working Day” means any day other than a Saturday, Sunday, or official public holiday in South Africa.
- 2.2. Any reference to the singular includes the plural and vice versa, any reference to natural persons includes legal persons and vice versa.
- 2.3. The clause headings inserted into this Agreement have been inserted for convenience only and shall not be considered in interpreting this Agreement.

3. SERVICE SCOPE

- 3.1. The Service encompasses the development of digital assets, website hosting, and/or the creation and management of digital marketing services, as specified in the Annexures and Invoice.
- 3.2. The Client is required to review this Agreement, including all applicable Annexures, and acknowledges that by signing, they agree to be bound by all terms and conditions contained herein in the Annexures, and the [Privacy Policy](#), whether they have read them or not.

4. COMMENCEMENT AND DURATION

- 4.1. This Agreement takes effect upon signature by both parties and receipt of payment as set out in the Invoice. The commencement date and duration of each service are detailed in the relevant Annexures and correspond to the specific services purchased by the Client, as reflected in the Invoice.

5. TERMINATION

- 5.1. This section outlines general termination terms. Where inconsistencies arise between this section and any service-specific Annexure, the termination terms in the relevant Annexure shall prevail.

- 5.2. Unless stated otherwise in a service-specific clause, either party may terminate this Agreement at the end of a term by providing at least thirty (30) days' written notice.
- 5.3. Either party may terminate this Agreement if the other commits a material breach and fails to remedy it within seven (7) calendar days of written notice. In the case of non-payment or failure to comply with material obligations, the Provider will suspend all services on the 7th day if no remedy has been received. If the Client fails to respond or resolve the issue within a further seven (7) days after suspension, the Provider may issue a final termination notice, which will be deemed the official termination date. All fees remain payable up to the date of termination. If post-termination obligations remain unresolved, the Provider may revoke access and permanently delete unpaid assets or data under its control after 30 days, subject to Clause 11.
- 5.4. The Provider reserves the right to terminate immediately if the Client acts in bad faith, including but not limited to threats of non-payment, intimidation, defamation, or permitting third-party access to platforms under the Provider's management without prior written consent. All pre-paid amounts remain non-refundable, and completed work remains billable. A handover may be granted at the Provider's discretion.
- 5.5. The Agreement may also be terminated immediately if either party becomes insolvent, undergoes liquidation, or enters business rescue proceedings.
- 5.6. If the Client becomes unresponsive for more than thirty (30) days — including failure to provide required approvals, respond to written communication, submit materials, or make payment — the Provider may, after making reasonable attempts to contact the Client, suspend or terminate the Agreement without further notice. In such cases, access to services and platforms may be revoked, and any unpaid or unclaimed assets or data may be permanently deleted after the thirty (30) day period. This clause applies to all services and annexures under this Agreement. Personal data will be handled in accordance with POPIA and applicable laws.
- 5.7. All provisions relating to payment, confidentiality, intellectual property, and liability shall remain enforceable after termination.

6. FEES AND PAYMENT

- 6.1. The Client shall pay all fees as detailed in the Invoice via Electronic Funds Transfer (EFT) upon receipt, unless otherwise agreed in writing. Fees for specific services may be governed by the terms outlined in relevant service-specific Annexures.
- 6.2. Failure to make payment within seven (7) days of invoice issuance may result in project suspension. Reactivation may incur an administrative fee and will be subject to a revised timeline.
- 6.3. Payments may be made in South African Rand (ZAR), United States Dollars (USD), or another currency as agreed. The Client is responsible for covering any international transfer fees to ensure the Provider receives the full invoiced amount.

- 6.4. The Provider is VAT-registered, and VAT will be charged in accordance with South African tax laws. Clients who are VAT-registered must provide their VAT number for accurate billing.

7. REFUNDS

- 7.1. The Client acknowledges and agrees that all payments made under this Agreement are non-refundable. This is due to the upfront allocation of time, resources, personnel, third-party tools, and advertising costs required to plan and deliver the Services.
- 7.2. Payments are considered earned for work rendered or resources committed, regardless of performance outcomes or early termination.
- 7.3. Unless otherwise stated in a specific service Annexure, this refund policy shall apply and remain in effect beyond the termination or expiry of this Agreement.

8. MATERIALS, OWNERSHIP AND CLIENT RESPONSIBILITIES

- 8.1. “Materials” include any content used in the Service, whether provided by the Client or created by the Provider. The Client must submit all necessary content by the requested date. Failure to do so, or to respond within fourteen (14) days, may result in forfeiture of service for that billing period and may be treated as a material breach.
- 8.2. The Client grants the Provider a non-exclusive, royalty-free licence to use submitted materials for service delivery and confirms that all such content is lawfully owned or licensed. The Client indemnifies the Provider against third-party claims related to the use of these materials.
- 8.3. The Provider will produce marketing content in line with industry standards. One round of revisions is included. Delays in review or approvals may impact timelines and may result in forfeiture of the current period.
- 8.4. Ownership of Provider-created materials specifically designed for the Client transfers to the Client upon full and final payment. This excludes campaign structures, data, or automations built inside Provider-owned third-party accounts, which remain the Provider’s property due to technical and third-party platform policy restrictions. Materials exportable outside of these platforms will be shared, as outlined in Clause 10.3.
- 8.5. Ownership of Provider-created materials transfers only upon full payment. Until then, the Provider retains all rights and may restrict access. If unresolved post-termination, the Provider may delete or archive unpaid assets after thirty (30) days.
- 8.6. Third-party use of Provider materials is not permitted without written consent.

9. THIRD-PARTY PLATFORMS

- 9.1. The Provider may access and use the Client’s third-party platform accounts (e.g. Facebook Ads, Google Ads, Mailchimp) solely for the purposes of campaign setup,

optimisation, and management. This access expressly excludes any financial or billing permissions unless agreed to in writing.

- 9.2. The Client shall not access, modify, or permit any third party—including competitors or other service providers—to access or interact with these platforms while under the Provider’s management, unless prior written consent is obtained from the Provider. Unauthorised access will entitle the Provider to suspend or withdraw services immediately, without liability.
- 9.3. If the Client removes or limits the Provider’s access, the Provider is released from all responsibility for campaign performance, disruptions, or any other consequences from that point onward. Full responsibility reverts to the Client upon access removal.
- 9.4. If the Client’s platform accounts are inaccessible, restricted, or subject to existing policy violations, the Provider will inform the Client. Restoration may be offered at the Provider’s standard hourly rate. If unsuccessful, or where no account exists, the Provider may use its own accounts to ensure continuity. These accounts and related campaign structures remain the exclusive, non-transferable property of the Provider. The Client may receive limited access for budget approvals or visibility only.
- 9.5. The Client is solely responsible for all fees associated with third-party platforms and must ensure timely payment. The Provider is not liable for payment failures, billing disputes, or any service interruptions, suspensions, or losses arising from the Client’s non-payment or mismanagement of platform billing accounts.
- 9.6. The Provider agrees to deliver the Service with due skill and care in accordance with accepted industry standards. However, no guarantee is made regarding specific outcomes, and the Provider shall not be held liable for performance fluctuations within the scope of the agreed service.

10. PROVIDER THIRD PARTY PLATFORM USAGE

- 10.1. If the Client’s third-party accounts are unavailable or non-functional, the Provider will, by default, run campaigns under its own accounts to maintain service. These accounts and related data remain the Provider’s sole property and are not transferable. Limited Admin access may be granted, but it can be revoked at any time.
- 10.2. Before launching campaigns under Provider accounts, the Client must pay a deposit equal to the monthly campaign budget. Campaigns will not proceed until payment is received. On termination and full settlement, the Provider will close the account, remove payment details, and refund any unused deposit. The Provider is not liable for cyber misuse of payment issues.
- 10.3. Upon full and final payment, the Provider will provide all legally exportable Client-owned materials upon request. Campaign structures, automation workflows, or platform data built within Provider-owned accounts remain non-transferable and are excluded from handover.

- 10.4. Leads collected through campaigns run by the Provider may be shared with the Client, provided the data subject consented in accordance with POPIA. Once shared, the Client assumes full responsibility for the lawful storage, use, and protection of the data. The Provider accepts no liability for unauthorised use, breach, or processing by the Client.
- 10.5. If the Client does not settle outstanding fees within 30 days of termination, the Provider revokes access and permanently deletes unpaid assets and data hosted on its platforms. Personal data covered under POPIA will be handled according to applicable laws.

11. VOLUNTARY ADVICE

- 11.1. The Provider does its best to offer advice, but the Client understands and agrees that any advice or information provided by the Provider is offered without charge, in good faith, and reflects the Provider's current knowledge and understanding.
- 11.2. The Provider is not liable for any loss or damage resulting from potentially inaccurate information, delays in communication, or the Client's failure to follow the advice provided.
- 11.3. The Client acknowledges that both the strategic advice and the operational delivery of Services carry no guarantees. The Provider's role is consultative and performance-based; however, outcomes may vary based on external factors. This clause aligns with the Warranties limitation set out in Clause 19.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. The Client shall own all original content and materials specifically created for them by the Provider under this Agreement, but only upon full and final settlement of all outstanding fees. This ownership excludes any third-party tools, themes, plugins, or software used during service delivery that are licensed to or owned by the Provider. These remain the sole property of the Provider and are not transferable. This applies to plugin licensing as detailed in Clause 29.4.2.
- 12.2. Where third-party intellectual property is used, the Provider will secure the required licences for the duration of the Service. Upon termination, any continued use of such tools by the Client will require them to obtain their own licences, and the Provider shall bear no responsibility for licence renewals, usage rights, or functionality following termination.
- 12.3. The Client may not use or allow any third party to use materials, assets, or strategies developed by the Provider without the Provider's written consent. Any unauthorised use will constitute a breach of this Agreement and may result in legal action.
- 12.4. If the Client supplies materials or third-party content, they confirm they have the necessary rights to do so and grant the Provider a limited licence to use such content solely for service delivery. The Client agrees to indemnify and hold the Provider

harmless from any claims arising from unauthorised use or intellectual property infringement linked to Client-supplied materials.

- 12.5. In the event of a verified infringement claim, the Provider will, at its discretion, either amend or withdraw the disputed content. Costs associated with rectifying the issue will be borne by the Client, unless the infringement arises from the Provider's negligence.
- 12.6. Upon termination and subject to full payment, the Client is granted a non-exclusive, perpetual licence to use the original content created specifically for them, excluding any non-transferable third-party tools, which must be licensed separately by the Client.

13. DATA PROTECTION AND PRIVACY

- 13.1. The Provider complies with applicable data protection and privacy laws concerning any personal data processed during the provision of the Service as per the Privacy Policy.
- 13.2. The Client ensures that the Provider is provided with Personal Data in compliance with privacy laws and regulations when requested and that the necessary consent has been obtained for its use in the Service.
- 13.3. The Client is responsible for complying with applicable privacy laws and ensuring that appropriate procedures and policies are in place to manage all related activities.

14. FORCE MAJEURE

- 14.1. Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, wars, riots, terrorist acts, epidemics, pandemics, or government actions.

15. NON-DISCLOSURE & CONFIDENTIALITY

- 15.1. "Confidential Information" means all non-public business, technical, financial, or strategic information disclosed by either party in connection with this Agreement, whether in written, oral, electronic, or any other form, and includes trade secrets, business strategies, client data, creative assets, and proprietary methods.
- 15.2. Each party agrees to:
 - 15.2.1. Keep all Confidential Information strictly confidential;
 - 15.2.2. Use it only to perform obligations under this Agreement;
 - 15.2.3. Not disclose it to any third party without prior written consent from the disclosing party.
- 15.3. This clause does not apply to information that:
 - 15.3.1. Becomes public through no fault of the receiving party;
 - 15.3.2. Is lawfully obtained from a third party not bound by confidentiality;

- 15.3.3. Is independently developed without reference to the Confidential Information.
- 15.4. If disclosure is required by law or court order, the receiving party must notify the disclosing party promptly to allow time to seek protective measures.
- 15.5. These obligations continue for five (5) years after termination of this Agreement.
- 15.6. Any breach may result in irreparable harm, entitling the disclosing party to seek injunctive relief and any other remedies available at law.

16. TRANSFER OF RIGHTS

- 16.1. The Client shall not cede, assign, or transfer any of its rights or obligations in terms of this Agreement without the prior consent in writing of the Provider.

17. GOVERNING LAW

- 17.1. This Agreement is governed by South African law, and both Parties shall comply with all relevant international, national, and regional laws related to this Agreement.
- 17.2. Should a conflict arise between South African law and international regulations, South African law shall prevail, and both Parties reasonably endeavour to align with and adhere to both sets of laws to the extent feasible.

18. LIABILITY

- 18.1. The Client must disclose in writing any known or potential risks related to their products, services, or materials that could negatively impact the Service, the Provider, or any third party. Such risks must be disclosed at the start of the Service or within 48 hours of discovery.
- 18.2. The Client agrees to indemnify and hold harmless the Provider from any claims, damages, losses, liabilities, or legal costs arising from:
 - 18.2.1. Inaccurate, incomplete, or unlawful information supplied by the Client;
 - 18.2.2. Breach of applicable laws by the Client;
 - 18.2.3. Third-party claims connected to the Service.
- 18.3. The Provider's liability is strictly limited to its scope of work and excludes:
 - 18.3.1. Undisclosed risks or legal breaches by the Client;
 - 18.3.2. Third-party platform disruptions;
 - 18.3.3. Indirect or consequential damages, including loss of profits or business interruption.
- 18.4. In cases of third-party disruptions (e.g. changes in policies or outages), the Parties may agree to adjust the scope or timelines of the Service. The Client remains solely responsible for complying with all applicable laws and regulations.
- 18.5. The Client must maintain sufficient general and professional liability insurance to cover claims related to the Service. In the event of a claim, the Client's insurance shall be the

primary source of recovery. Failure to maintain adequate insurance renders the Client fully responsible for any resulting liabilities, and the Provider shall bear no financial or legal responsibility.

- 18.6. The Provider's total liability under this Agreement, whether in contract, delict, or otherwise, shall not exceed the total amount paid by the Client in the one (1) month preceding the claim.

19. WARRANTIES

- 19.1. The Provider delivers the Service using reasonable skill and care, consistent with accepted industry standards, but makes no guarantees regarding specific results or performance outcomes.
- 19.2. The Provider expressly disclaims all warranties, express or implied, including but not limited to:
 - 19.2.1. Merchantability,
 - 19.2.2. Fitness for a particular purpose,
 - 19.2.3. Non-infringement.
- 19.3. Any examples, discussions, or promotional material relating to potential results are purely illustrative and not guaranteed.
- 19.4. The Client is solely responsible for evaluating whether the Service aligns with their business needs and goals. The Provider does not warrant that the Service will meet all the Client's expectations.
- 19.5. All risk disclosures, indemnities, and insurance obligations applicable to this Clause are governed by Clause 18 and remain binding throughout the duration of the Agreement.
- 19.6. This Warranties Clause supersedes all prior discussions, understandings, and representations concerning any guarantees or expected outcomes of the Service.

20. NOTICES

- 20.1. All formal notices under this Agreement must be in writing and sent by email to the designated business email addresses of the Parties. Notices sent during business hours (8:00 AM – 4:00 PM) on a business day are deemed received on the same day. If sent after hours, they are deemed received by noon on the next business day.
- 20.2. Both Parties agree to use official business email addresses with proper email signatures and may request delivery or read receipts.
- 20.3. Email shall serve as the primary and sufficient method of communication and record-keeping for this Agreement.

21. DISPUTE RESOLUTION

- 21.1. Any dispute, claim, or disagreement arising from or related to this Agreement must be submitted in writing within seven (7) calendar days of the event giving rise to the dispute.
- 21.2. The Parties shall first attempt to resolve the matter through good-faith negotiation. If the dispute remains unresolved within a reasonable period, the matter must proceed to mediation. Each Party shall bear its own costs during mediation.
- 21.3. If mediation fails, either Party may refer the matter to binding arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA). Arbitration shall be conducted in English in Cape Town, South Africa, and each Party shall bear its own legal costs unless the arbitrator orders otherwise.
- 21.4. Nothing in this clause prevents either Party from exercising its right to terminate the Agreement in accordance with Clause 5.

22. SEVERABILITY

- 22.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

23. WAIVER

- 23.1. Any failure or delay by the Provider to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision.

24. AMENDMENTS

- 24.1. The Provider may update these Terms and Conditions from time to time to reflect operational, legal, or business changes. Any such updates will apply to active Agreements unless the Agreement is terminated as outlined in the Termination Clause.
- 24.2. Updated terms will be published on the Provider's website with a clear revision date. If the changes materially affect the Client's rights or obligations, the Provider will notify the Client via email.
- 24.3. If the Client does not raise a written objection within 30 calendar days of receiving notice, continued use of the Service will be deemed acceptance of the updated terms.
- 24.4. If the Client objects within the 30-day period, both Parties will attempt to resolve the issue in good faith. Any agreed amendments will be recorded in writing.
- 24.5. If no agreement is reached, the Client may terminate the Agreement without penalty by giving written notice within 30 days after the objection period ends.
- 24.6. This Amendment Clause is subject to the Termination Clause. If the Agreement is terminated before or during the amendment process, this Clause no longer applies.

25. ENTIRE AGREEMENT

- 25.1. This Agreement, with its Annexures, where applicable, and as amended from time to time, constitutes the entire agreement between the Parties.
- 25.2. Any previous understandings, agreements, or representations regarding the provision of the Service are superseded by this document.

26. APPOINTMENT

- 26.1. The Client appoints the Provider to deliver the Services as set out in this Agreement, the Invoice, and any applicable Annexures. Both Parties agree to this appointment and accept the terms and conditions contained in this Agreement.

27. SIGNATORIES TO THE AGREEMENT

Provider	Client
Company Name: RAS Digital Marketing (Pty) Ltd	Company Name:
Company Representative: Full Name: Jean-Pierre Ras Job Title: Strategy Manager	Company Representative: Name: Job Title:
Contact Details: info@rasdigitalmarketing.com +27 21 424 7722	Contact Details: Email: Phone No:
Signature:	Signature:
Date:	Date:

28. ANNEXURE 1: DIGITAL MARKETING FUNNEL SERVICE

28.1. INTRODUCTION

28.1.1. This Annexure forms an integral part of the Digital Marketing Service Agreement and shall apply exclusively to the digital marketing funnel package purchased by the Client as outlined in the Invoice.

28.1.2. In the event of a conflict between this Annexure and the main Agreement, the terms of the main Agreement shall prevail unless this Annexure expressly states otherwise.

28.2. SCOPE

28.2.1. The Provider shall implement the agreed funnel strategy and may revise it, either proactively or in response to performance issues, market shifts, or platform policy changes. Strategy adjustments shall not entitle the Client to refunds or early termination unless otherwise agreed in writing.

28.2.2. Service delivery is divided into two phases. Phase One (the first 30 days) includes onboarding, market research, account setup (if the Client's existing accounts are functional), pixel integration, and the setup of initial campaign assets and creatives. Phase Two (from month two) includes the launch of all active campaigns and the ongoing optimisation of digital marketing services.

28.2.3. Subject to the selected package, the provider shall set up and optimise one paid advertising campaign per platform, including image-based creatives and short-form ad copy. Email marketing includes up to four (4) emails per month, with setup and automation via Mailchimp or MailerLite. Basic social media management, where included, consists of up to twelve (12) campaign-aligned posts per month on two platforms, using a preset content calendar.

28.2.4. Requests for new campaigns, platform reconfigurations, or changes to the agreed scope, including adjustments to social media or content strategy, will be quoted separately and shall not proceed without a signed written agreement.

28.2.5. Creative scope limitations, content exclusions, and asset ownership terms are governed by Clause 8 (Provision of Materials) and Clause 9 (Material Creation & Modifications). The Provider shall not be liable for any issues arising from third-party platforms or access restrictions, as detailed in Clause 10 (Third-Party Platforms) and Clause 11 (Provider Third-Party Platform Usage).

28.3. COMMENCEMENT AND DURATION

28.3.1. The Client agrees to a six-month contractual term, which automatically renews for additional six-month periods unless either party provides 30 days written notice before the end of the current term.

28.3.2. The Provider may review and adjust pricing at each renewal, with any changes communicated in writing before the renewal date.

- 28.3.3. This Agreement commences on the date of payment and acceptance of terms by the Client.
- 28.3.4. If the Client changes their package during any term, a new six-month term will begin from the date of the change. Any adjustments to the existing strategy resulting from the change may be billed separately.
- 28.3.5. The Client may request a temporary suspension of ad spend for valid reasons, subject to the Provider's approval. However, all service obligations under this Agreement remain in effect during such suspension, and the Client must continue making payments as specified in the Invoice.
- 28.4. FEES AND PAYMENT
 - 28.4.1. Fees for the digital marketing funnel service are payable monthly in advance, as outlined in the Invoice. Invoicing dates are aligned with the initial payment date unless otherwise agreed in writing.
 - 28.4.2. Monthly payments cover the delivery and optimisation of a fixed digital marketing strategy for the full term, regardless of performance fluctuations or requested changes.
 - 28.4.3. All other terms related to invoicing, currency, VAT, and payment processing are governed by Clause 6 (Fees and Payment).
- 28.5. TERMINATION
 - 28.6. This section applies specifically to the digital marketing funnel service. In the event of conflict, this section shall take precedence over Clause 5 (Termination).
 - 28.6.1. Either party may terminate the service without cause at the end of any term by giving at least 30 days' written notice before the renewal date. If notice is not received, the service will automatically renew for the next term on the same terms and pricing. No new agreement is required unless changes have been communicated in writing.
 - 28.6.2. If the Client elects to terminate the service early for reasons not related to a material breach by the Provider, a cancellation fee may apply. This fee is capped at 50% of the value of the remaining term and reflects setup, administration, and projected service costs. Completed work and prepaid amounts remain non-refundable and billable.
 - 28.6.3. If the service underperforms during the first three months of a term, the Provider will implement a revised strategy at no additional cost. If performance remains below expectations, the Client may opt not to renew by giving 30 days' written notice.
 - 28.6.4. During any 30-day termination notice period, the Provider will continue campaign optimisation. Upon expiry of this period and full settlement of outstanding fees, access to third-party platforms and Client-owned assets managed by the Provider will be transferred to the Client, where possible.
 - 28.6.5. The Client owns all original creative materials upon full payment. However, campaign structures, data, and assets created within Provider-owned third-party accounts

remain the sole property of the Provider and are not transferable as outlined in Clause 11.

- 28.6.6. Termination does not affect any accrued rights or obligations. All provisions relating to payment, confidentiality, intellectual property, and liability remain enforceable after termination, as outlined in Clause 5.7.

29. ANNEXURE 2: DIGITAL ASSET DEVELOPMENT SERVICE

29.1. INTRODUCTION

- 29.1.1. This Annexure forms part of the Digital Marketing Service Agreement and applies exclusively to the digital asset development service purchased by the Client as detailed in the Invoice.
- 29.1.2. In the event of a conflict between this Annexure and the main Agreement, the main Agreement shall prevail unless expressly stated otherwise.

29.2. SCOPE

- 29.2.1. The digital asset development service covers the design and build of one or more digital assets as specified in the Invoice.
- 29.2.2. These may include websites, landing pages, funnel components, platform interfaces, multimedia elements, or standard applications such as plugins or themes.
- 29.2.3. Work is performed in line with the Client's specifications and materials, within the capabilities and limitations of the agreed website/platform and the defined scope.
- 29.2.4. The service includes the integration of standard features and tools required for basic functionality.
- 29.2.5. It excludes any form of custom coding, software development, ongoing maintenance, troubleshooting, or work beyond the agreed deliverables unless expressly stated in the Invoice.

29.3. COMMENCEMENT AND DURATION

- 29.3.1. The service commences upon full payment and receipt of all required specifications and materials from the Client.
- 29.3.2. Delivery timelines are subject to availability and will be communicated in writing.
- 29.3.3. This Annexure remains in effect until formal handover unless terminated earlier in accordance with the Agreement.

29.4. FEES AND PAYMENT

- 29.4.1. The project begins only after upfront payment is received as per the Invoice or other written terms.
- 29.4.2. Free plugins are included. If paid plugins are provided through the Provider's licence, the Client must purchase their own licences after handover to maintain updates and support. The Provider takes no responsibility for any issues arising from expired,

unlicensed, or inactive plugins once the handover is complete. This clause is governed by Clause 12.1.

29.5. DEVELOPMENT WORKFLOW

- 29.5.1. Prior to development, the Client must provide all necessary access to relevant systems. The Provider is not liable for any delays caused by the Client's failure to provide access or final materials.
- 29.5.2. During the build process, the Provider retains exclusive control of the development environment. Testing occurs in a controlled staging area where the Client may review progress.
- 29.5.3. The Client is entitled to one round of consolidated written feedback on the draft asset, limited to minor refinements required for launch readiness.
- 29.5.4. Once the asset is launched, a seven-day testing window is granted for final review. During this period, the Client must submit one bulk list of functional changes by the agreed date. These will be addressed if technically feasible and within the original scope.
- 29.5.5. Following the completion of this phase, the Provider will formally hand over the digital asset.
- 29.5.6. Thereafter, all responsibility for administration, updates, and ongoing management transfers to the Client unless otherwise agreed in writing.

30. ANNEXURE 3: WEBSITE ADMIN SERVICE

30.1. INTRODUCTION

- 30.1.1. This Annexure forms an integral part of the Digital Marketing Service Agreement and applies exclusively to the website admin service purchased by the Client as outlined in the Invoice.
- 30.1.2. While the Provider is responsible for work on the website, the Client, its personnel, or any third party may not access, modify, or operate on the website without the Provider's prior written consent.
- 30.1.3. Unauthorised access or interference may result in service suspension, additional recovery fees, or termination of this service at the Provider's discretion.
- 30.1.4. In the event of a conflict between this Annexure and the main Agreement, the main Agreement shall prevail unless this Annexure specifically states otherwise.

30.2. SCOPE

- 30.2.1. The website admin service is limited to routine, non-technical content and user administration tasks on WordPress-based websites.
- 30.2.2. This includes support for platforms such as e-commerce, learning management, directory, and affiliate systems. Covered tasks may include updating existing web

pages, managing data, uploading Client-supplied materials, assigning roles, and handling basic administrative actions.

30.2.3. The service expressly excludes development, design of any nature, plugin or system configuration, troubleshooting, security, analytics, and technical or third-party integrations.

30.2.4. Any work beyond this scope must be approved in writing and may incur additional charges.

30.3. FEES AND PAYMENTS

30.3.1. The Client agrees upfront to a fixed number of service hours per month, which are billed in advance and begin on the Client's normal billing cycle as stated in the Invoice.

30.3.2. If additional hours are required beyond the agreed monthly allocation, the Provider will issue a separate Invoice, and no work on the additional hours will commence until payment is received in full.

30.3.3. Any changes to the standard monthly hour allocation must be confirmed in writing by the Client and will take effect in the next billing cycle.

30.3.4. Unused hours expire at the end of each billing period, do not roll over, and are non-refundable.

30.4. COMMENCEMENT AND DURATION

30.4.1. The website admin service commences on the Client's normal billing cycle upon receipt of payment and renews automatically each month unless the Client provides written notice of cancellation at least 30 days prior to the next billing cycle.

30.5. WORK REQUEST PROCESS

30.5.1. The service is initiated upon the Client's submission of a written work request to the Provider's designated email address or WhatsApp number.

30.5.2. Upon receipt, the Provider will confirm whether the request falls within scope and may request additional details as necessary.

30.5.3. Only essential communication related to the fulfilment of the work request is included.

30.5.4. Consulting, training, or any out-of-scope communication may incur additional charges.

30.5.5. Once the task is complete, the Provider will deliver a summary of work performed via email.

31. ANNEXURE 4: WEBSITE MAINTENANCE SERVICE

31.1. INTRODUCTION

31.1.1. This Annexure forms an integral part of the Digital Marketing Service Agreement and shall apply exclusively to the website maintenance service purchased by the Client that is outlined in the Invoice.

31.1.2. While the Provider is responsible for work on the website, the Client, its personnel, or any third party may not access, modify, or operate on the website without the Provider's prior written consent. Unauthorised access or interference may result in service suspension, additional recovery fees, or termination of this service at the Provider's discretion.

31.1.3. In the event of a conflict between this Annexure and the main Agreement, the main Agreement shall prevail unless this Annexure specifically states otherwise.

31.2. SCOPE

31.2.1. The website maintenance service applies to standard WordPress websites with 10 to 20 active plugins and covers essential, non-technical upkeep to keep the site secure, stable, and performing optimally.

31.2.2. Included tasks are limited to updating the WordPress core, free plugins, and themes; checking for compatibility after updates; running basic security scans; fixing broken internal links; setting up redirects for standard 404 errors; and applying minor speed optimisations such as cache clearing and image compression.

31.2.3. All maintenance tasks are scheduled and performed based on the Provider's internal maintenance calendar or upon the Client's written instruction, provided the task falls within the defined scope and time allocation.

31.2.4. This service does not include the maintenance of complex or high-dependency platforms such as eCommerce systems, learning management systems (LMS), or affiliate software. Support for these platforms requires additional hours and will be quoted separately with prior approval from the Client.

31.3. FEES & PAYMENTS

31.3.1. The Client is billed in advance for one hour of website maintenance per month, which is payable upfront as part of the Client's normal monthly billing cycle.

31.3.2. Any additional service outside the agreed-upon maintenance scope (e.g., development work, technical troubleshooting) incurs an extra fee.

31.4. COMMENCEMENT & DURATION

31.4.1. The website maintenance service begins on the Client's normal billing cycle and renews automatically each month, unless cancelled in writing at least 30 days before the next billing cycle.

32. ANNEXURE 5: CUSTOM WORK

32.1. INTRODUCTION

32.1.1. This Annexure forms an integral part of the Digital Marketing Service Agreement and applies exclusively to the custom work service purchased by the Client as outlined in the Invoice.

- 32.1.2. Custom Work refers to any technical, developmental, or specialised services requested by the Client that fall outside the scope of the Services detailed in this Agreement and its Annexures.
- 32.1.3. Such work shall be treated as a standalone project, subject to separately agreed terms, scope, and payment, all confirmed in writing.
- 32.1.4. In the event of any conflict between this Annexure and the main Agreement, the provisions of this Annexure shall prevail, unless the main Agreement explicitly states otherwise.
- 32.2. SCOPE AND APPROVAL
 - 32.2.1. The Client must submit a written request that details the custom work required.
 - 32.2.2. The Provider will assess feasibility and service alignment. If the request is accepted, the Provider will issue a written proposal detailing the scope, deliverables, timeline, and costs.
 - 32.2.3. No work will commence until the Client has approved the proposal in writing and paid in full.
 - 32.2.4. The Client has up to 7 days from final delivery to test and review the work. All feedback must relate strictly to the approved scope and be submitted in writing, with clear examples, in a single document or email. Only in-scope issues will be corrected. Out-of-scope changes require a prepaid change request.
 - 32.2.5. Failure to report any discrepancies within the 7-day review period will be deemed acceptance of the work as delivered. The Provider will consider the work completed and will not accept any feedback or change requests submitted thereafter.
- 32.3. COMMENCEMENT AND DURATION
 - 32.3.1. Custom Work timelines operate independently of other services provided under this Agreement.
- 32.4. FEES AND PAYMENT
 - 32.4.1. Custom Work is billed separately and based on the required expertise and time involved. The Provider may apply variable hourly rates depending on the complexity of the work.
 - 32.4.2. Full payment is required before commencement. Any additional requests after approval will be treated as new work and quoted separately.
- 32.5. TERMINATION
 - 32.5.1. Once approved and paid, Custom Work is non-cancellable and non-refundable.
 - 32.5.2. If the Client causes delays, withholds required input, or otherwise prevents project completion, the Provider may suspend the work until resolved.

- 32.5.3. If the Provider is unable to complete the work due to circumstances beyond its control or due to the Client's failure to cooperate, the Provider may terminate the Custom Work without refund.

33. ANNEXURE 6: WEBSITE HOSTING SERVICE

33.1. INTRODUCTION

- 33.1.1. This Annexure forms part of the Digital Marketing Service Agreement and applies exclusively to the website hosting service purchased by the Client as outlined in the Invoice.
- 33.1.2. In the event of a conflict between this Annexure and the main Agreement, the main Agreement shall prevail unless this Annexure specifically states otherwise.

33.2. SCOPE OF SERVICES

- 33.3. The Provider shall provide website hosting services to the Client in accordance with the selected hosting package as specified in the applicable Invoice. The scope of services includes the following, unless otherwise agreed in writing:
 - 33.3.1. The Provider shall host the Client's website on its servers, providing access to server space, network connectivity, bandwidth, and allocated storage, as defined in the selected hosting package. Should the Client exceed the allocated bandwidth or storage, additional charges or usage restrictions may apply.
 - 33.3.2. Where explicitly included, the Provider may assist with domain name registration and renewal. The Client remains solely responsible for ensuring timely renewal and maintaining legal ownership of any domain. The Provider shall not be held liable for domain expiration or loss due to non-payment or Client inaction.
 - 33.3.3. The Provider shall implement industry-standard security measures as part of its hosting environment. However, no guarantee is made with respect to uninterrupted protection against cyber threats, vulnerabilities, or attacks. The Client is responsible for managing secure passwords and any additional user-level security measures. The Provider shall not be liable for any breach resulting from Client negligence, third-party software vulnerabilities, or external compromises.
 - 33.3.4. The Provider may perform automated backups on a weekly basis and retain such backups for a period of up to thirty (30) days. The Client is responsible for maintaining independent backup copies of all data and content. The Provider makes no guarantee of complete data restoration in the event of human error, system failure, cyberattack, or data loss.
 - 33.3.5. The Provider shall offer standard technical support during business hours, being Monday to Friday, 08:00 to 16:00 (South African Standard Time). Support services requested outside of these hours, or emergency support, shall be subject to additional charges at the Provider's standard hourly rate.

- 33.3.6. The Provider shall use reasonable efforts to maintain uptime of 99.9%; however, uninterrupted service is not guaranteed. Scheduled maintenance, acts of God, third-party service failures, and other force majeure events may result in temporary service disruptions. The Provider shall provide a minimum of forty-eight (48) hours' notice for scheduled maintenance, which shall be excluded from any uptime calculations.
- 33.3.7. In the event that uptime falls below 99.0% (7 hours, 18 mins) as a direct result of the Provider's fault (excluding issues caused by third-party hosting infrastructure or external providers), the Client may request a pro-rata credit for the affected period. Such credit shall be issued solely at the Provider's discretion and must be requested within seven (7) days of the incident.
- 33.3.8. The Client retains full ownership of all website content, data, and materials hosted on the Provider's servers. The Provider does not guarantee continued access to Client data following account closure or service termination. Access may be revoked if fees remain unpaid, as per Clause 10.5.
- 33.3.9. Website migration services (whether inbound or outbound) are not included in the hosting service and shall only be provided if explicitly stated in the Invoice. If required, such services may be offered at an additional fee.
- 33.3.10. Any service, functionality, or responsibility not expressly stated in this Scope of Services shall be deemed excluded unless otherwise agreed in writing by both Parties. A list of standard exclusions is available upon request and forms part of the Agreement by reference.
- 33.4. FEES AND PAYMENTS
 - 33.4.1. Fees are based on the selected website hosting package and any additional services requested by the Client, as reflected in the Invoice.
 - 33.4.2. Additional charges may apply for services not included in the standard hosting package, including but not limited to package upgrades, additional storage, enhanced security features, and technical support outside business hours.
 - 33.4.3. Hosting services shall automatically renew at the end of each billing cycle unless otherwise specified in the Invoice or cancelled in accordance with the Agreement.
- 33.5. COMMENCEMENT AND DURATION
 - 33.5.1. Hosting services commence on the date of full payment as outlined in the Invoice.
 - 33.5.2. The service remains active for the billing period (e.g., monthly or annual) and renews automatically unless terminated per the Agreement.
- 33.6. TERMINATION
 - 33.6.1. The Provider may suspend or terminate hosting services without prior notice in the event of non-payment of hosting fees, violation of the Acceptable Use Policy (AUP), security threats or unauthorised access attempts, abuse or misuse of server resources, breach of applicable laws, or any other breach of this Agreement.

- 33.6.2. If payment remains outstanding beyond the period defined in the main Agreement, the Provider reserves the right to permanently remove the Client's website from the hosting server.
- 33.6.3. The Client may terminate the hosting service by providing written notice at least thirty (30) days prior to the intended termination date.
- 33.6.4. Upon written request, and provided that all outstanding amounts are paid in full, the Client may obtain a copy of the hosted website, subject to availability and the Provider's technical ability to provide such a copy.
- 33.6.5. If the Client's personnel or third parties with access to the hosted website repeatedly interfere with, misconfigure, or compromise the hosting environment, the Provider may, at its sole discretion, terminate the hosting service and withdraw all related support. Thereafter, the Client shall assume full responsibility for website administration, maintenance, and technical issues.
- 33.7. LIABILITY & INDEMNIFICATION
 - 33.7.1. The Provider shall not be held liable for service interruptions, downtime, data loss, corruption, or security breaches specifically relating to the hosting environment, unless caused by proven gross negligence or wilful misconduct. The Provider is further not responsible for errors, misconfigurations, or losses arising from the Client's misuse, failure to follow instructions, or third-party integrations.
 - 33.7.2. The Client agrees to indemnify the Provider against any claims, damages, or legal actions arising specifically from the Client's use of hosting services, including but not limited to website content, data handling practices, and any activities conducted via the hosted website.
- 33.8. LEGAL COMPLIANCE
 - 33.8.1. The Client is solely responsible for ensuring that the content, data, and functionality hosted on their website comply with all applicable South African laws, including but not limited to the Protection of Personal Information Act (POPIA), the Electronic Communications and Transactions Act (ECTA), and applicable copyright and intellectual property legislation.

34. HOW TO CONTACT US

If there are any questions about these Terms and Conditions, please contact RAS Digital Marketing by sending an email to info@rasdigitalmarketing.com or using the "[Contact Us](#)" page.