



Terms and Conditions

1. Introduction

These are the general terms of the relationship between Us “The Social Craft” and You “Client”. These Terms cover any transactions where we provide Services to you, such as:

- the supply of advertising services across multiple advertising platforms and participating websites, including online, mobile and television platforms;
- campaign management;
- strategy services;
- creative development;
- the provision of educational training and insights (analytics) services.

By Signing a quote or by using any of our Services, including content or information provided as part of the Services, you acknowledge and agree to these Terms and any other Terms and Conditions stated on the quote.

2. Definitions

These words are defined as follows:

“Ad”	means any advertisement used in a campaign that either you provide, or we create
“Ad Impression”	means the number of digital views or engagements for an advertisement;
“Advertising Materials”	means artwork, copy, or active URLs for ads;
“Agency”	means the advertising agency listed in the applicable SLA contracting on behalf of their client;
“Business Day”	means any day within business hours, other than a Saturday, Sunday, or a holiday (including a public or bank holiday) in the jurisdiction where our entity that entered the SLA is based.
“Click Fraud”	means the practice of repeatedly clicking on an advertisement hosted on a website with the intention of generating revenue for the host website or depleting revenue from the advertiser. Click fraud occurs in PPC (pay per click) advertising where the owners of the advertisements are paid an amount of money relative to the number of visitors to the site that click the advertisement;
“CPA Deliverables”	means Deliverables sold on a cost per acquisition basis;
“CPC Deliverables”	means Deliverables sold on a cost per click basis;
“CPL Deliverables”	means Deliverables sold on a cost per lead basis;
“Deliverable”	means the Deliverables as defined in each Strategy Deck or related material;
“Effective Date”	means the effective date stipulated in each Strategy Deck. In the absence of such, the effective date will be the date that the Strategy Deck is accepted by Us;
“Existing Material”	means any code, forms, algorithms, or materials developed by or for either Party independently and outside of the Agreement and provided during the Agreement;
“Fees”	means the fees, charges, or price You will pay to Us in respect of the Services We provide as per the Strategy decks;



“Insertion Quote / deck”	means a mutually agreed insertion Strategy deck that incorporates these terms and conditions, and under which We will deliver the agreed services;
“Intellectual Property”	means any intellectual property that a Party has created, acquired or otherwise has rights, title or interest in or to, and may, in connection with performing their obligations under the Agreement, employ, provide, modify, create or otherwise acquire rights, title or interest in or to, and includes any registered or unregistered: copyright or trademark; design or patent; concepts or ideas; methods or methodologies; procedures or processes; know-how or techniques; function, process, system, data, or object models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general-purpose consulting and software tools, utilities, routines or frameworks; logic, coherence and methods of operation of systems; and patches or enhancements to open source libraries.
“Parties”	means the parties to this Agreement being You and Us, and
“Party”	refers to either of Us as the context requires;
“Personnel”	means any Representative, including any director, employee, agent, affiliate, consultant, or contractor;
“Policies”	means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Our public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the site on which the Ads are to appear), other editorial or advertising policies, and advertising;
“Privacy Notice”	means Our notice regulating data use and protection, accessible from Our website;
“Quote”	Official quotation received based off the strategy deck that was signed off which includes all services & line items purchased as well as the desired period of such services
“Related and Related Person”	means natural and juristic persons who are connected to one another in the manner contemplated in applicable law;
“Representative”	means any director, officer, employee, consultant, contractor, agent or attorney for an entity or related person;
“Services”	means any services We or Related Persons provide to You in terms of Quote / strategy decks which include the supply of advertising services across multiple advertising platforms and participating. Websites including but not limited to online, mobile and television platforms, campaign management, strategy services, creative development and the provision of educational training and insights services;
“Service Levels”	means the levels according to which We will provide each service as agreed by the Parties in Writing and Signed;
“Sign, Signed or Signing”	means the handwritten signature, an advanced electronic signature, or an electronic signature that the Parties agree to use, of each of Our duly authorised Representatives;
“Signature Date”	means the date of signature by the Party Signing last;
“Site”	means Our properties and Network Properties;



“Tax”	means any tax (including value-added tax, income taxes, pay- as-You-earn tax or other taxes levied in any jurisdiction), duty, tariff, rate, levy, or any other governmental charge or expense payable;
“Terms”	means these terms, consisting of: <ul style="list-style-type: none">· These general terms and conditions; and· any other identified specific terms, Policies, disclaimers, rules, and notices that the Parties agree on,(including any that may be applicable to any Services like the Insertion Quote /strategy deck or credit application form);· Where applicable, LinkedIn Terms relating to LinkedIn’s Advertising Agreement, Advertising Policies; Cookie Policy, Privacy Policy and User Agreement. Depending on the service You request from Us You will be bound by these terms please ensure You are familiar with them;· Where applicable, LinkedIn terms relating to LinkedIn Talent Solutions “LTS” products and services, whereby You agree to the IO Terms.
“Third Party Ad Server”	means a third party that will serve or track ads;
“Third Party Contractor”	means any contractor, supplier, vendor, service provider or licensor any of the Services, which are not a party to the Agreement;
“Third Party Software”	means all third-party software owned by a third party but legally licensed to Us for use in providing the Services;
“Third Party Partner”	means a partner that We have a separate agreement with who aids Us in providing the Services;
“We, Us or Our”	means The Social Craft (Pty) Ltd, (registration number: 681479) and those Related to it;
“Writing or Written”	means the reproduction of information or data in physical form (includes handwritten documents, hard copy printouts and fax transmissions) or any mode of reproducing information or data in electronic form that the Parties agree to use (like pdf files), but excludes information or data in the form of email, text message or instant message;
“You or Your”	means the client which can either be an Agency for a client or a direct client that enters into an Agreement with Us and, if specified in the Agreement, those Related to it;
“Your Data”	means Your data (including information about an identifiable person) that: <ul style="list-style-type: none">· You (or any third party on Your behalf) provide to Us; or· We generate, process, or supply to You in providing the Services; but excludes any derived data that We create for Our own internal purposes, or which is proprietary or confidential to Us or Our Third-Party Contractors.



2.1. Interpretation

All headings are inserted for reference purposes only and must not affect the interpretation of the Agreement. Whenever 'including' or 'include' or 'excluding' or 'exclude' follow a term together with specific examples or items, they will not limit its ambit. Terms other than those defined within the Agreement will be given their plain English meaning. References to any law or enactment will include the enactment as re-enacted, amended, or extended. A reference to a person includes a natural and juristic person, and a reference to a Party includes the Party's successors or permitted assigns. Unless otherwise stated in the Agreement, when any number of days is prescribed in the Agreement the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the Party responsible for its drafting or preparation does not apply. GMT+2 will be used to calculate any times.

3. Duration

The Terms commence on acceptance of the quote and continue until terminated according to the Terms and timeframe agreed.

3.1 Capacity

You represent and warrant that You (and any person who places an order):

- are old enough under applicable law to enter into the agreement;
- are legally capable of concluding any transaction;
- will honour the agreement & your role and responsibilities as the client.
- possess the legal right, full power, and authority to enter into the agreement; and
- will submit true, accurate, and correct information to us.

3.2 Valid and binding agreements

The Parties only conclude a valid and binding agreement when you accept the quote/proposal made by us. You will accept and sign the agreed-upon quote and will be provided with a signed copy for reference.

3.3 Fees

The Fees for any Services are as provided in the relevant quote and are to be paid on receipt of the invoice before any work will commence by TSC team.

3.4 Time and place

The Parties conclude any Agreement between each other at the date of the last signature of the Parties and at the place where You have Your head office. The agreement is governed in Ireland and all mediation & dispute will take place in this location.

4. Services

4.1.1. Technical specifications

Within fourteen (14) Business Days of acceptance of a quote, we will provide you with the final technical specifications for the Services in a project plan & kick off meeting. If your campaign or strategy is delayed, then those specifications/ period may change to allow for the changes.

4.1.2. Revisions

Revisions or alterations to the Strategy deck will not be binding unless delivered in writing and Signed by both Parties.

4.1.3. Deviations

We may deviate from the Strategy deck if You have agreed to the deviation, or We believe we are acting in a manner that We consider to be in Your best interest. This will not be done without prior consent by the client who governs this agreement.

4.1.4. Website modification notice

If We become aware of any material changes to the platform that are not at fault of TSC or any of



its employees, that may potentially materially change the target audience, or significantly affect the size or placement of any Services in terms of the Strategy deck, we will endeavour to give You fourteen (14) Business Days' website modification notice.

4.1.5. Compliance with agreement

We will comply with all the Services listed in the Strategy Deck and quote, including all Ad placement restrictions from partner media platforms.

4.2. Click fraud.

We use all reasonable efforts to prevent Click Fraud. However, instances of it may still occur. You will have no claim and You agree to indemnify Us against any claim of any nature whatsoever against Us in the event of any Click Fraud arising in respect of any of Your ads.

4.3. Removal based on reputation.

We reserve the right to reject or remove from any Sites or ads for which Your Advertising Materials or the website to which the Ad is linked, are, or may bring, disparagement, reputational damage, or ridicule to Us. However, if We approved this Ad before use on the Site then We will not remove the ads before making a reasonable effort to acquire mutually acceptable alternative Advertising Materials from You.

4.4. No modification without consent

We will not edit or modify the submitted Ads in any way, including audience or resizing of the Ad/ campaign without Your consent.

4.5. Ad tags

Third-party Ad server tags will be implemented where applicable so that they are functional in all aspects.

5. Reporting

5.1. Confirmation of campaign initiation

We will report to You within seven (7) Business Days of the start date on the campaign, either electronically or in Writing, whether the components of the Strategy deck have begun delivery.

5.2. Our reporting

If We are managing the campaign, then We will make reporting available in the manner agreed to in the Strategy deck and quote. Once We have provided the online or electronic report You are entitled to reasonably rely on it, subject to delivery of the campaign. The delivery dates of the campaign may differ from those dates stated in the Strategy Deck.

5.3. Reporting failure

If You inform Us that We have delivered an incomplete or inaccurate report, or no report at all, we will correct this within five (5) Business Days of You informing Us.

6. Advertising material and late material supply

6.1. Late material

Material must be delivered more than two (2) Business Days prior to the rendering of the first Ad planned in the strategy deck. Material includes advertising material.

6.2. Charges related to late material.

If We do not receive material by the project start date, we will charge You from the project start date. This charge will be on a pro-rata basis based on the full strategy deck, excluding performance-based portions, for each full day that the late materials are not received. If the materials are late based on an issue relating to Our Policies, they will not be required to guarantee full delivery of the strategy deck.

6.3. No liability for late material

We will endeavour to implement the late material in time to render the first Ad contemplated in



terms of the strategy deck. However, we are not liable to You or any third party if:

- the first Ad is not rendered by the specified campaign start date in the strategy deck, and
- the supply of the late material affects Our ability to meet Our obligations as per the strategy deck. However, we will reasonably endeavour to meet the strategy deck delivery requirements for CPM campaigns.

6.4. Your liability for late material

You will remain liable for the full payment of the strategy deck, notwithstanding Our failure to meet Our delivery obligations, because of Your supply of late material.

6.5. Non-standard CPM advertising

If You supply late material to Us to be implemented in respect of nonstandard CPM advertising placement, including but not limited to sponsorships, newsletters, promo-mailers, and packaged offers, you will forfeit those days affected by the supply of the late material. You will remain liable for the full payment of the invoice, including the cost of the forfeited placements.

6.6. Suitable replacements

If We receive material late, this could impact the planned advertising inventory booked. We are not liable for the effect of late material on Your campaign. However, we will reasonably endeavour, inventory permitting, to deliver as per the original strategy deck requirements. You are not entitled to a refund should We be unable to find suitable replacement inventory or placements.

6.7. Damaged Advertising Materials

If the advertising material that You provided to Us is damaged, not to Our specifications or otherwise unacceptable, then We will notify You within two (2) Business Days of receipt of the advertising material were reasonably possible.

7. Delivery of the Services

7.1. Services involving a bidding system.

Some of the platforms that We use for delivering Our Services use a bidding system for buying advertising impressions or actions. Due to the nature of the bidding system, the availability and price fluctuates with the market. Therefore, we can only provide You with an estimate for an impression in the Strategy Deck that You Sign with Us. This estimate is based on the recommended bid prices which are subject to change.

7.2. No liability for the difference between the estimate and final cost

You accept that We provide You with an estimate for this paid media service only and cannot guarantee the exact cost. The cost of the impression that We bid for will impact the cost of the impression delivered and this will be reflected in Your invoice. We will aim, where reasonably possible, to achieve the estimate in the Strategy Deck. However, we are not liable for any difference between the estimated price and the final price.

7.3. Impressions

Impressions shown on the audience forecast are always an estimate based on the specific platform audience tool. This will always remain a forecast and is not guaranteed. We, however, optimize all campaigns daily to provide the best possible performance.

7.4. Leads

Leads estimated within the audience forecasts are not guaranteed.



7.5. Use of third-party delivery platforms or technology

We enable You to use third-party delivery platforms and technologies. However, we reserve the right to decline the use of those platforms or technologies if We deem them to have a negative impact on Our trading, delivery, or functionality. If We decline the third-party delivery platforms and technologies, we will notify You in Writing, and the affected project will be cancelled with immediate effect. No further obligations will be owed by either party to the other from the time of cancellation.

7.6. Our Ad serving technology.

We will make all reasonable efforts to ensure that delivery between Our Ad serving technology and Your technology, including third party delivery platforms and technologies, correspond. If a discrepancy occurs, the Parties will facilitate a reconciliation effort between their technologies. If no reconciliation can be concluded, then Our Ad serving technology and reporting will be considered correct.

8. Non-solicitation

8.1. Restriction

Unless otherwise agreed, no party will, during the period of any project or for a period of 12 calendar months following termination, directly or indirectly solicit, offer employment to, employ, or contract in any manner with any Personnel of the other party who was involved in the implementation or execution of the Quote / strategy deck.

8.2. Recruitment fee

Should The Client be in breach, The recruiting party (client in breach) will pay the party whose Personnel is recruited (affected party) a recruitment fee equal to a percentage of the highest gross annual package (including any quantifiable bonuses or incentives and annualised if necessary) paid by the affected party to Personnel concerned (gross package). The recruiting party will pay this recruitment fee on Written demand from the affected party. If the affected party:

- consents to any such employment, the recruitment fee will be 50% of the gross annual package; or
- does not consent to any such employment, the recruitment party will be equal to 60% of the gross package.

9. Assignment and subcontracting

9.1. No assignment

No party may delegate its duties under this Agreement or assign its rights under this Agreement, in whole or in part without the other party's prior Written consent, which may not be unreasonably withheld. We may assign this Agreement to any successor or purchaser of Our business, or some of Our assets, provided We inform You of the change.

9.2. Consent

We may cede and assign all rights and obligations under this Agreement to a Related Person with Your prior Written consent, which may not be unreasonably withheld.

9.3. Our third-party contractors

We may subcontract or delegate Our obligations under this Agreement to third-party contractors. We will remain liable for the performance of the third-party contractors. No one may require Us to disclose the terms (including payment terms) of any sub-contract entered into with respect to Our obligations under this Agreement.



10. Relationship

10.1. No temporary employment service or partnership

Nothing in this Agreement will be construed as constituting a temporary employment service, or as creating a partnership between the Parties and no party will have any authority to incur any liability on behalf of the other or to pledge the credit of the other party.

10.2. No employment relationship

Each party enters into the Agreement as an independent contractor. The Agreement does not create any other relationship, including employment for any purpose, partnership, agency, trust, or joint venture relationship.

11. Fees and payment

11.1. Due dates

You will be liable for and pay the Fees specified in the quote and Strategy deck, and any additional Fees, promptly on the due date specified in the relevant Invoice, without any deduction, set-off, or demand, and free of exchange and bank charges in the currency specified on the invoice. If no due date is specified or agreed, the due date is within 30 days (dependent on individual negotiations) of the date of invoice. No work will be done before the full payment is received.

11.2. Exchange rates

The prices stated in any Quote are calculated based on Our exchange rate for the month, which rate is obtainable from Our Finance Manager. We reserve the right to change this rate from time to time due to variation in exchange rates. This means that amounts may be revised on Your strategy deck any time prior to Your acceptance of the Quote. There may be specific foreign exchange rates that apply to the service You have requested.

12. Payments

12.1. Method of payment

You must make payment in the method and currency specified in this Agreement.

12.2. Late payments

Your invoice will be cancelled if not paid within 30 days of the date of the invoice, this will affect the projects starting date and the fulfilment of any services herein.

12.3. Interest on overdue amounts

To the extent permitted by applicable law, any amount not paid by You on the date of the statement of outstanding invoices will bear interest for Our benefit, from the due date until the date settled. The rate of interest will be either 2% per each month above the prime overdraft rate of Our bankers published from time to time or 15% per annum, whichever is higher. A letter Signed by a general, branch or other bank manager setting out their rate will be proof of the rate. Interest will be payable on a claim for damages from when the damages were suffered.

12.4. Appropriation

We may appropriate any payment received from You towards the satisfaction of Your indebtedness to Us under the Agreement. In the event We instruct Our attorneys to recover money from You, you will be liable for all legal costs incurred by Us on an attorney/client scale, inclusive of collection commission.

12.5. Withhold payment.

You may not withhold or set off payment of any amount due to Us for any reason.



12.6. Certificate

A certificate, signed by an accountant appointed by Us, of the amount due by You and the date on which it is payable will be proof of the correctness of the certificate's contents and the amount that You must pay pending You providing evidence that such an amount is not due.

12.7. Tax

All Fees exclude any Tax, which will be payable by You where applicable in addition to the Fees.

12.8. Payment profile

You and any signatory consent and agree that We may provide any registered credit bureau with information about the payment of amounts.

12.9. Reference / PO Number

You may request Us to quote Your unique number or copy insertion on Your invoice or other documentation. We will, wherever possible try to assist in this regard but it is expressly agreed that this is an administrative process and a courtesy We offer to You. If We do not carry out this request or it is not carried Our correctly or completely, this will not remove Your obligations and liability to pay Us in terms of the Agreement.

12.10. Credit Terms

We do not facilitate credit or any terms as such on an existing, past, or current quote. However, any credit Terms that exist between You and Us are fixed and are not subject to You being paid by a third party, including Your client where applicable.

12.11. Credit and re-invoicing

Where You require an invoice to be credited or re-invoiced, either whole or in part for a campaign that has already been invoiced then the credit Terms and period will run from the date of the original invoice and not from the date of the re-invoice. It will be under the discretion of the CEO OF TSC to agree to the credit, and no monies as such will be credited but rather services for such value.

13. Performance and good faith

The Parties will co-operate with each other, and always act in good faith towards each other in performing this Agreement.

14. Intellectual property

14.1. Retention of rights

We have created, acquired, or otherwise obtained rights in Our Intellectual Property and despite anything contained in the Agreement, we will own all right, title, and interest in Our Intellectual Property.

14.2. Use of Your Intellectual Property

If We use any of Your Intellectual Property in connection with Our performance under a strategy deck, Your Intellectual Property will remain Your property and We will not acquire any right or interest in it.

14.3. Use of Our Intellectual Property

If We use any of Our Intellectual Property in connection with Our performance under a strategy deck, Our Intellectual Property will remain Our property and You will not acquire any right or interest in it. If required We may grant You a non-transferable, non-exclusive licence in Writing to use Our Intellectual Property in connection with the Deliverable as agreed in the relevant strategy deck. This IP & strategy may not be transferred to any companies within the same holding without necessary fees being agreed and paid.



14.4. Deliverables created during the Agreement.

All Intellectual Property rights, title, and interests in and to the Deliverables and any associated documentation, materials, inventions, or discoveries that We develop or make for You while providing the Services under this Agreement will vest in Us. Where necessary, you will assign any such rights, title, or interest to Us.

14.5. Other rights

Neither party will obtain any rights in the Existing Material or Intellectual Property of the other party that was not created in performing the Agreement or existed before the commencement of the Agreement unless a licence is granted.

14.6. Trademarks

Our logo and sub-logos, marks, and tradenames are Our trademarks, and no person may use them without permission. Any other trademark or trade name that may appear on Our marketing material is the property of its respective owner.

14.7. License to use trademarks.

You grant Us a royalty-free license to use any logo, sub-logos, marks, trade names or domain name for purposes of fulfilling Our obligations in relation to a project. You will also be required to pay for any licencing required in the campaign for fonts, imagery, colours, music and videography.

14.8. Restrictions

Except as expressly permitted under the Agreement, the Services may not be:

- modified, distributed, or used to make derivative works;
- rented, leased, loaned, sold, or assigned;
- decompiled, reverse engineered, or copied; or
- reproduced, transferred, or distributed.

14.9. Residual knowledge

Nothing contained in the Agreement will restrict Us from the use of any generic ideas, concepts, know-how, or techniques developed by Us or learned while providing the Services.

14.10. Prosecution

All violations of proprietary rights or the Agreement will be fully prosecuted under applicable law.

14.11. Exclusion

We will not be liable for any Intellectual Property claim that arises out of Services You select and acquire from third parties.

14.12. Survival

This clause will survive termination of the Agreement.

15. Confidential information

15.1. Responsibility to keep information confidential.

Each party must keep confidential any information it receives from the other party or under this Agreement, including Existing Material and Your data. Each party will take all reasonable steps to ensure their employees or contractors abide by this clause.

15.2. The receiving party's responsibilities

The party that receives confidential information agrees to protect the interests of the party it is receiving from, and will:

- only use it to comply with its responsibilities under this Agreement;
- only give the information to any of its employees or agents that need it, and only give as much of it as they need;
- use reasonable security procedures to make sure employees or agents keep the



information confidential;

- get promises of confidentiality from those employees or agents who need access to the information;
- not reveal the information to anyone else; and
- not use it for any purpose other than this Agreement.

15.3. End of this Agreement

At the end of this Agreement, or on Written request, the Parties will give back to the other all originals and copies of confidential information of the other that they have. If the other agrees, they may destroy the confidential information they have.

15.4. Exceptions

These responsibilities will not apply to any information that:

- is lawfully in the public domain (available to the public) when a party received it;
- lawfully becomes part of the public domain afterwards;
- is given to the receiving party afterwards by a different person who is allowed to reveal the confidential information; or
- is given notice to comply with a court quote / strategy deck or other legal duty.

15.5. Privacy Notice

The terms and conditions of the Privacy Notice are also applicable to this Agreement. Despite anything to the contrary in this clause, we may process personal information as described under the Privacy Notice.

15.6. Survival

This clause about confidential information is separate from the rest of this Agreement and remains valid in perpetuity.

16. Your Data and data protection compliance

16.1. Your Data

Unless otherwise agreed between the Parties in Writing and Signed, we are not responsible for any of Your Data stored on Our systems. We will maintain integrity when handling & managing your data.

16.2. Legal obligations

Each party is responsible for complying with its own obligations under applicable laws governing Your Data. Both Parties acknowledge that they are not investigating the steps the other is taking to comply with any applicable privacy and data protection laws.

16.3. Purpose of processing

We process Your personal information (as defined by the applicable data protection laws) for the various purposes including those described in Our Privacy Notice. We also process Your personal information for credit purposes such as registering a cash account with Us.

16.4. Controller or responsible party

You remain the controller or responsible party (as defined by the applicable data protection law) for determining the purpose and means of Our processing of Your Data, including that processing, will not place Us in breach of any laws.

16.5. Processor or operator

We are the processor or operator (as defined by the applicable data protection laws) when We process personal information on Your behalf.



16.6. Indemnity

You agree to indemnify, defend, and hold Us harmless (and those Related to Us and Our Personnel, co-branders, or other partners) from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to You failing to comply with Your obligations under this clause. If permissible under applicable law, legal costs will be on an attorney and own client basis.

16.7. Access

On a party's reasonable Written request, the other party will provide the requesting party with the information that it has regarding Your Data and its processing that is necessary to enable the requesting party to comply with its obligations under this clause and the applicable laws. The requesting party will reimburse the other party for its reasonable charges for its assistance.

16.8. Security measures

We will establish and maintain technical and organisational security measures that We consider to be appropriate or reasonable to prevent the personal information from being lost, damaged, destroyed, or unlawfully accessed or processed.

16.9. Preservation of integrity of Your Data

Both Parties will take reasonable precautions (having regard to the nature of each of their obligations under the Agreement and applicable data protection laws), to preserve the integrity of Your Data and prevent any unauthorised access, corruption, or loss of Your Data.

16.10. Authorisation and confidentiality

We will:

- Treat Your personal information as confidential, not disclose it, and only process it You're Your knowledge or authorisation, except as otherwise required or allowed under the applicable data protection laws; and
- Notify You immediately where We have reasonable grounds to believe that an unauthorised person has accessed or acquired Your personal information.

16.11. Records

You agree that Our records are provisional (prima facie) evidence of the Services provided to You.

16.12. Return of data

On termination of any Quote / strategy deck, each party will return to the other party in the form in which it was received all the other party's data or information provided to the party for the purpose of performing the relevant Quote / strategy deck.

17. Our warranties

17.1. Service warranties

We warrant in relation to the Services that:

- We and Our Personnel will possess and have the right to use knowledge and expertise sufficient to enable Us to provide the Services;
- We will employ enough suitably trained Personnel to provide the Services and to achieve the Service Levels; and
- We will provide the Services according to all applicable laws, enactments, and general warranties.

We warrant further that:

- We have the legal right and full power and authority to execute and deliver, and to



exercise Our rights and perform Our obligations under the Agreement; and

- We and Our Personnel will not knowingly introduce any malicious software into

17.2. Specific warranties

We may provide further specific warranties in a Strategy deck.

18. Disclaimer of warranties

18.1. Disclaimer

You use Our Services at Your sole responsibility and risk. We provide the Services on an 'as is' and 'as available' basis. Except for the warranties given in this Agreement and to the extent allowed by law, we expressly disclaim all representations, warranties, or conditions of any kind, whether express or implied, including:

- any implied warranties or conditions of satisfactory quality, no latent defects, merchantability, fitness for a particular purpose, accuracy, system integration, quiet enjoyment, title, and non-infringement;
- any warranties regarding Third Party Software; and
- that the Services will meet Your requirements or be uninterrupted, legally effective, or complete, timely, secure, error-free, or free from infection by malicious software.

18.2. Exclusion of liability

Despite any warranty We give, we will not be liable for any defect, arising from Your negligence, failure to follow instructions (whether oral or in Writing), or any misuse.

18.3. Security software

You should keep up-to-date security software on any systems used to access the Services. All TSC employees have mandatory software that prevents them from basic cyber-attacks and malware interferences.

19. Limitation of liability

19.1. Direct damages limited.

Despite anything else in this Agreement including any strategy deck, our maximum liability to You should your claim be valid, true, and supported with official evidence, for any claim for direct damages is the total amount of Fees You have paid Us in the preceding 3 months for the Services related to the claim. Our total aggregate liability for all claims under this Agreement will never be greater than the maximum liability. This limitation applies to the extent allowed by any law that applies, and regardless of the basis of the claim (whether in contract, delict, tort, or any other legal basis).

19.2. Indirect damages excluded.

Despite anything else in the Agreement including any strategy deck & IP, We and Our Personnel will never be liable for any indirect, incidental, special, or consequential damages or losses of any kind arising from the Agreement. These include foreseeable or unforeseeable loss of profits, reputation, loss of goodwill, pure economic loss, damages relating to lost or damaged data or software, loss of use and damages relating to downtime or costs of substitute products is not of the expense of TSC.

19.3. This limitation of liability clause prevails.

To avoid all doubt, and despite the conflict provisions of these Terms, no project can ever supersede the limitation of Our liability and the exclusion of indirect damages in this clause.

19.4. We are not liable for Your default.

We will not be liable for any loss or damage suffered by You arising out of, or in connection with



any breach of the Agreement by You or any act, misrepresentation, error, or omission made by or on behalf of You or Your Personnel.

19.5. Other services

We are not liable for any other Deliverable, including website, goods, or service provided by any third party, nor are We liable for any claims arising due to Third Party Software.

19.6. Severability

This clause is separate and divisible from the rest of this Agreement and remains effective even if this Agreement ends or is invalid.

20. Your warranties and indemnities

20.1. You warrant that:

- You have not been induced to enter into the Agreement by any prior representations, warranties or guarantees (whether oral or in Writing), except as expressly contained in the Agreement;
- You have obtained, where applicable, all necessary user licences in advance; and
- by entering a in agreement, you are not acting in breach of any agreement to which You are a party.

20.2. Where applicable, you must promptly obtain and provide all consents necessary for Us to access, use or modify (including creating derivative works) You're or a third party's software, hardware, firmware, social media platforms and other products used by You without infringing the ownership, licence or Intellectual Property rights of the providers or owners of such products. We will be relieved of performing any obligations affected by Your failure to promptly provide any necessary consent to Us.

20.3. You agree to allow Us to disclose information relating to Your social media platforms to appropriate third parties necessary to supply You with the requested Services. For example, Facebook and LinkedIn.

20.4. You agree that, where necessary, we may share Your social media login details with Our employees who are working on Your campaign.

20.5. You agree that if You do not supply Us with the required details to Your social media accounts relevant to the service that We are delivering to You then We cannot guarantee delivery. You agree to indemnify, defend, and hold harmless Us (and those Related to Us and Our Personnel, co-branders, or other partners) from and against any claim for damages by any third Personnel because of the breach of these warranties, including all legal costs. If permissible under applicable law, legal costs will be on an attorney and own client basis.

21. Termination

21.1. Termination on notice

Both Parties have the right to terminate this Agreement by giving 30 Business Days' Written notice to the other Personnel. No credit note will be given should either party terminate this agreement.

21.2. General cancellation of a Strategy deck

You may cancel a project, with penalty, if You give Us notice 30 Business Days before the campaign start date stipulated in the SLA. However, you are liable in full if You cancel after You have Signed an SLA and reserved a period to deliver the ads. If You cancel during the 30 Business Days before the campaign is due to start, then You will be liable for the cost of the ads scheduled for the period following the notice of cancellation. For example, if You cancel the project 15



Business Days prior to the serving of the first impression, you will be liable for the first 15 Business Days of the project.

21.3. Immediate cancellation

If You waive the cancellation notice period within 24 hours of signing the quote, and cancel with immediate effect, you will still be liable to pay the entire value of the project.

21.4. Non-standard CPM advertising placement

You may cancel non-standard CPM advertising placement order, including but not limited to sponsorships, newsletters, promo-mailers, and packaged offers, at any time. However, you will still be liable for full cost of the placement for its entire duration as stipulated in the strategy deck. We have no control or ownership of the CPM values that media platforms create and forecast.

21.5. Termination for breach

If a Party does not fix any breach of this Agreement (failure to comply with it) within 14 days of receiving Written notice from the other Party to do so, the other Party may, without prejudice to any of its rights:

- claim specific performance of this Agreement (make the Party comply with this Agreement); or
- immediately cancel this Agreement in Writing; and
- claim damages from the other Party, including any claim for any Fees already due.

21.6. Immediate termination in other circumstances

Either Party may immediately end this Agreement at any time by giving the other notice in writing if:

- the other is insolvent (bankrupt), or has some legal disability, for example, if they are placed under administration;
- the other takes steps to deregister itself (close) or is deregistered;
- the other makes any settlement or arrangement with its creditors;
- the other fails to pay a court quote / strategy deck against it (does not satisfy a writ of execution) for more than one million rand (or equivalent), within 21 days;
- anything analogous to the foregoing occurs in any applicable jurisdiction, which is not dismissed in 21 days;
- termination is necessary to comply with any applicable law or government instruction; or
- the Parties agree.

21.7. Termination for good cause

We may immediately terminate this Agreement at any time by giving You notice in Writing if We:

- discontinue the Services;
- Believe that providing the Services could create an economic or technical burden or material security risk for Us;
- You have acted in a way that does not display or align to our culture, values and behaviours as an organisation.
- determine that Your use of the Services or the provision of the Services to You has become impractical or unfeasible for any legal or regulatory reason.

21.8. Severability

This clause is separate and divisible from the rest of this Agreement and remains effective even if this Agreement ends or is invalid.



22. Effect of termination

22.1. Duties on termination

On termination, cancellation, or expiry of this Agreement, We:

- will stop providing the Services to You;
- may deny access to Our Services;
- may erase Your Data unless We have agreed to provide You with post termination assistance in Writing.
- Remove access to key systems
- Pause and terminate any live campaigns

22.2. Post termination assistance

Following termination, you may take advantage of any post-termination assistance that We may generally make available (such as data retrieval arrangements). We may provide You with post-termination assistance, but We will not be under an obligation to do so. Your right to take advantage of any post- termination assistance will depend on Your acceptance of and compliance with any additional Fees, conditions, or Terms that We may impose for such assistance.

22.3. No expectation

We acknowledge and confirm that no expectation has been created by anyone, by the Agreement or any other agreement, entitling Us or You to expect the renewal or extension of the term of any agreement.

22.4. Severability

This clause is separate and divisible from the rest of this Agreement and remains effective even if this Agreement ends or is invalid.

23. Resolving disputes

23.1. Definitions

For the purposes of this clause:

“CI Arb” means the Chartered Institute of Arbitrators (or its successor or body nominated in Writing by it in its place).

23.2. Notifying each other

There will be a dispute about or from this Agreement if a Party writes to the other about it and asks for it to be resolved under this clause. The Parties must refer any dispute to be resolved by:

- negotiation (direct talks to try and agree how to end the dispute), failing which.
- mediation (talks in which a neutral third party tries to help the Parties agree how to end the dispute); failing which.

arbitration (a hearing after which a neutral third party makes a binding decision about the dispute).

23.3. Negotiation

Each Party must make sure that their chosen Representatives meet within 10 days of notification, to negotiate and try to end the dispute by Written agreement within 15 more days.

23.4. Mediation

If negotiation fails with any entity of ours located in Ireland, the Parties must refer the dispute to mediation under CI Arb’s rules.

23.5. Arbitration

If mediation fails with any entity of ours located in Ireland, the Parties must refer the dispute within 15 days to arbitration (including any appeal against the arbitrator’s decision). The



arbitration will be held in English in Dublin. The Parties will agree and appoint one arbitrator. If the Parties cannot agree on the arbitrator within 10 days after the referral, the secretariat of CI Arb will appoint the arbitrator.

23.6. Legal costs

Any legal costs (attorneys and advocates fees and the costs of experts and witnesses) incurred by the Parties in the arbitration will be recoverable on the attorney and own-client scale.

23.7. Costs of arbitration

The costs of the arbitration proceedings, including the fees of the arbitrator/arbitrators, will be borne equally between the Parties, unless the arbitrator's award provides otherwise.

23.8. Periods

The Parties may agree in Writing to change the periods for negotiation or mediation.

23.9. Urgent interim relief

This clause will not stop a Party from applying to court for urgent interim relief (temporary help) while the dispute resolution process is being finalised. An example might be an interdict (type of court quote / strategy deck).

23.10. Severability

This clause is separate and divisible from the rest of this Agreement and remains effective even if this Agreement ends or is invalid.

24. Notices and domicile

24.1. Notices

The Parties will send all notices, authorisations, disclosures, acknowledgements, or requests by hand delivery, prepaid registered post, fax, or email to an address or number given in the specific agreement.

24.2. Service (delivery) address for legal documents

Each Party chooses its street addresses and numbers as its domicile citadel et executant (its address for the service of any document used in legal action) for this Agreement.

24.3. Change of addresses or numbers

Each Party may change the addresses or numbers in the specific agreement to any other addresses or numbers in the same country by Writing to the other Party 14 days before the change.

24.4. Deemed delivery.

Notice will be delivered on the date shown on any hand-delivered, prepaid registered post, courier, fax, or email confirmation of delivery.

24.5. Notice received.

If a Party receives any notice or other communication, this will be good enough.

25. Force majeure

25.1. Parties not liable

No Party is responsible for any breach of this Agreement caused by circumstances beyond its control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or 'acts of God'.

25.2. Party affected to notify other Party.

If there is an event of force majeure, the Party affected will tell the other immediately of:

- the cause, nature, and extent of the circumstances;
- the expected duration of the circumstances; and
- the extent to which its performance will be affected;



and they will meet within seven days to negotiate other ways to carry out any affected responsibilities under this Agreement. The Parties will continue to comply with the responsibilities that are not affected by the circumstances.

25.3. Right to cancel

If a Party cannot fulfil a material (significant) part of its responsibilities under this Agreement for more than 30 days because of force majeure, the other Party may cancel this Agreement, without liability to the affected Party, on seven days' Written notice.

26. General

26.1. Entire agreement

The Agreement is the entire agreement between the Parties on the subject.

26.2. Signed in part.

The Agreement may be Signed in two or more counterparts, and the Signed counterparts, taken together, will constitute a binding agreement between the Parties.

26.3. Changes to the Terms

We may change the Terms at any time and where this affects Your rights and obligations, we will notify You of any changes by email. If You do not agree with the change, you must stop using the Services including any Services that have not been fully paid for. If You continue to use the Services following notification of a change to the Terms, the changed Terms will apply to You, and You will be deemed to have accepted such terms.

26.4. Changes to any third-party software licence agreement

If applicable, we will notify You of any changes to any third-party software licence or partner terms by placing a notice in a prominent place on Our website or notifying You by email. The updated third-party software licence or partner terms will be effective immediately and You will be deemed to have accepted them upon notification.

26.5. Waiver (giving up of rights)

Any waiver We may allow You will not affect or substitute any of Our rights against You.

26.6. Severability

If any term is void (invalid), unenforceable, or illegal, the term may be severed (removed) from and will not affect the rest of this Agreement if it does not change its purpose.

26.7. Governing law

The Agreement will be governed by and construed in accordance with the laws of Ireland.

26.8. Jurisdiction

You consent to the jurisdiction of the Districts Court in respect of any action or proceedings that We may bring against You in connection with this Agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to Our right to institute any action in any other court having jurisdiction.

26.9. Non-exclusivity

We may provide any Services to any other person or entity. We may exploit Our Intellectual Property subject to Our confidentiality obligations.

26.10. Costs

Each Party is responsible for its own costs of drafting and negotiating this Agreement.

26.11. References and publicity

Neither Party may make any announcement or statement to the press about this Agreement or any Quote / strategy deck, or otherwise reference the other Party in any communications with third



parties, without first getting Written permission from the other Party to do so.

Both parties can disclose the relationship externally, however, may not mention any of the terms & conditions of the agreement, IP, strategy, creative or cost,

26.12. Acceptance of Privacy Notice

By Signing this Agreement, you confirm that You have read, understood, and agree to be bound by the terms of Our Privacy Notice.

26.13. Survival

The termination, cancellation, or expiry of this Agreement will not affect the enforceability of the Terms that are intended to operate after expiry or termination.

27. Our details

The Social Craft & Creative
Society Limited
D02DD79
Opus
6 Hanover Quay
DUBLIN
IRELAND
finance@thesocialcraft.com

Company Name: _____

Date: _____

Authorised Signatory Name: _____

Position: _____

Signature: _____