

## ALWAYSADDMAGIC (PTY) LTD: TERMS OF SERVICE

Thank you for using our products and services (“Services”). The Services are provided by ALWAYSADDMAGIC (PTY) LTD (“ALWAYSADDMAGIC”), With Its head office located at 6737 Unit 7, Temba, 0407, Gauteng, South Africa and Operating as an “Online” business with limited to non-physical contact with clients.

By using our Services, you are agreeing to these terms. **PLEASE READ THEM CAREFULLY!**

Our Services are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

### 1. PAYMENTS

- 1.1. Please **ONLY** confirm/Approve the quote via email or text and we will send you an Invoice with an INVOICE NUMBER to be used as reference for payment.
- 1.2. **“DO NOT”** Make Payment using the Quote/Estimate number as reference, because we do not keep record of these in our journals.
- 1.3. All design services require an advance payment of a NON-REFUNDABLE deposit of fifty percent (50%) of the project cost before work commences.
- 1.4. Projects that cost less than R600 must be paid in full in advance.
- 1.5. Copyright is retained by ALWAYSADDMAGIC on all design work and an unlimited usage licence is granted to clients after all costs have been settled.
- 1.6. An account shall be considered in default if it remains unpaid for 7 days from the date of invoice, at which stage an additional fee may be charged for every day that payment is delayed or remains unpaid.

### 2. CONTENT

- 2.1. All information should be provided in full before work commences, any additional information (Content/Text or Images) that is provided mid-project without prior written notice, will be considered edits/additions and may carry an additional fee in order for us to include in the final design.
- 2.2. All TEXT content must be provided in a “Microsoft Office Word Document” Only and must be “Finalised Text” (i.e. all editions and additions concluded and included by client).
- 2.3. Images must be provided in the highest resolution possible (ALWAYSADDMAGIC will not be held responsible for any quality loss), the said images **MUST** be sent as attachments within the email or via wetransfer.com or similar open source (free) File Transfer Service (low res versions may be inserted in the word document only as a guide for placement).
- 2.4. **Attachments:** All attachments submitted by client to be linked to websites must be in the format which the client deems suitable for use by their customers.
  - 2.4.1. Attachments will be linked to website “As-is” and or As-they-are”, pending any potential further requests by client.
  - 2.4.2. A conversion fee may be charged if client requires or requests any document to be converted to any other format (e.g. Word document to be converted to PDF and vice versa).
  - 2.4.3. Conversion of documents will be done without any editing, if editing of document is requested or required by client, additional charges will be applied accordingly and proportionate to the work required.

### 3. DELIVERY

- 3.1. If a choice of design is presented, only one solution is deemed to be given by ALWAYSADDMAGIC as fulfilling the contract, all other designs remain the property of ALWAYSADDMAGIC.
- 3.2. We provide Final Design files in the following formats **ONLY** (taking into account client needs):
  - 3.2.1. PDF, PNG, JPG, TIFF, GIF, WEB Files (i.e. HTML, PHP etc).
  - 3.2.2. We deliver Final Design files in the following Methods **ONLY**:
    - 3.2.2.1. EMAIL as attachments (in Compressed formats or as individual files)
    - 3.2.2.2. wetransfer.com or similar open source (free) File Transfer Service (for large files)
    - 3.2.2.3. FTP- File Transfer Protocol (for web files and large files)
    - 3.2.2.4. WhatsApp (if you prefer and in accordance with our guidance)

#### 4. CANCELLATION

- 4.1. Cancellation of orders may be made **ONLY** by e-mail or WhatsApp.
- 4.2. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering.
- 4.3. The balance of monies due must be paid within 7 days.

#### 5. PRINTING & HOSTING

**NB: "We DO NOT"** offer in-house printing or Web Hosting, we only facilitate between clients and service providers (Facilitation Fee will apply). As such the following terms will apply:

- 5.1. Printing and or Hosting Costs will be quoted for separately and will be paid in full in advance by client before an order is placed with the respective service provider.
- 5.2. ALWAYSADDMAGIC will not be held liable for any quality issues, damage, loss or any other unforeseen problems that may arise and may be directly linked to the Printing and or Hosting Service provider.

#### 6. PROJECT TIMELINE

- 6.1. ALL Projects will run for 20 days or less (working days and weekends included).
- 6.2. If the project is delayed, **for any reason**, ALL outstanding Balance on the Invoice **MUST** be Paid in full on the 20<sup>th</sup> day. **(Even if the project is incomplete).**

#### 7. ACCEPTANCE OF THESE TERMS

- 7.1. An Invoice validated by a **50%** Deposit into ALWAYSADDMAGIC's bank account or a Full advance payment of the total amount constitutes acceptance of the Invoice and agreement to comply fully with all these Terms and Conditions and forms a Contract for Business between the depositor/client and ALWAYSADDMAGIC .

#### 8. OUR PROCESS

