



Social Media Management Terms of Service

A service that works as hard as you do.

INTRODUCTION

These are the terms and conditions relating to the provision of Social Media Marketing agreed in the Social Media Marketing Agreement between the Company and the Client as defined below.

BETWEEN:

- 1) Start Smart (Pty) Ltd, a company registered in South Africa under number 2018/113290/07, whose registered office is at 63 Bram Fischer Drive, Robindale, Randburg, South Africa ("the Company");
and
- 2) The person, body, or company whose details are in the "Client Details" section of the web services contract ("the Client").

WHEREAS:

- a) The Client wishes to improve its presence on social media.
- b) The Company is engaged in the business of providing social media marketing services.
- c) The Client hereby engages the Company, and the Company hereby accepts such engagement, to provide the Social Media Marketing Services as described herein, subject to and in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

ENGAGEMENT OF THE COMPANY Start Smart (Pty) Ltd

- The Client agrees to hire the Company to provide Social Media Marketing Services.
- The Agreement starts on the date it is signed ("the Agreement date"). The Company will begin providing the Social Media Marketing Services within 4 weeks of this date ("the Commencement Date").
- The Company will provide the Social Media Marketing Services for an initial period specified in the Agreement. If no period is specified, the initial term will be 24 months ("the Initial Period").
- The Agreement can be cancelled by giving at least 3 months' notice before the end of the Initial Period or any Subsequent Period, as described in **Term and Termination**.
- If the Agreement is not cancelled, it will automatically renew for additional 12-month periods ("Subsequent Periods") until proper notice of cancellation is given.
- The Initial Period and any Subsequent Periods together form the total duration of the Agreement ("the Term").
- The Client agrees that no subcontractors will be hired to perform the same tasks as the Company without the Company's consent. If a subcontractor is engaged, their roles and responsibilities must be clearly identified to avoid overlapping and interfering with any

current strategies. This ensures mutual and strategic compliance with the Client's strategy and marketing teams.

PROVISION OF SOCIAL MEDIA MARKETING SERVICES

- From the Commencement Date, the Company will provide Social Media Marketing Services to the Client throughout the Initial Period and any agreed Subsequent Periods.
- The Company will deliver the Social Media Marketing Services with reasonable skill and care, adhering to the prevailing standards in the social media marketing industry in South Africa.
- The Company will follow these terms and conditions of the Agreement and all reasonable instructions from the Client, provided these instructions align with the scope of this Agreement and the reasonable provision of Social Media Marketing Services. "Reasonable provision" will be defined by the Company based on the standard work performed for all clients.
- The Company is responsible for complying with all relevant statutes, regulations, bylaws, standards, codes of conduct, and other rules related to providing the Social Media Marketing Services.
- The Company will make every reasonable effort to accommodate any changes to the Social Media Marketing Services requested by the Client. Any adjustments to the fees payable due to such changes will require the Client's acceptance.

THE SOCIAL MEDIA MARKETING SERVICES

- The Company shall provide the Social Media Marketing Services as outlined in this Clause 4.
- The Client currently has or wishes to establish an active presence on the social media platforms listed in the Agreement.
- The Company shall ensure regular activity on all the social media platforms specified in the web services agreement.
- The Company requires the Client's access credentials for the specified social media platforms to provide the Social Media Marketing Services. The Client agrees to provide these credentials before the Commencement Date.
- The Client authorizes the Company to use the provided access credentials solely for the purpose of delivering the Social Media Marketing Services. All such information is considered Confidential Information and will be treated as such, as described in **The Clients Obligations**.
- The Company shall produce and deliver monthly reports to the Client, detailing the status and progress of the social media marketing activities on each of the specified social media platforms.

THE CLIENT'S OBLIGATIONS

- To provide the Social Media Marketing Services, the Company requires the following from the Client:
 - o The Required Information about the Client, including its day-to-day business activities, the purpose of social media marketing, and any figurehead the business wishes to promote.
 - o The Required Materials for use in Social Media Content.
- The Client shall provide the Required Information and Required Materials to the Company by the 14th day of each month for the following month ("the Delivery Date").
- The Company may occasionally require the Client's input or feedback on Social Media Content before its publication. The Client shall use all reasonable efforts to respond with the required feedback within 8 Business Hours.
- If any of the Required Information or other information supplied by the Client to the Company (including access credentials) changes and such a change will materially affect the provision of the Social Media Marketing Services, the Client shall inform the Company without undue delay.
- The Company shall not be liable for any delays in providing the Social Media Marketing Services resulting from the Client's failure to comply with its obligations (or the delivery requirements applying thereto) or any other obligations arising under these terms and conditions.
- Non-Solicitation: During the term of this Agreement and for 36 months after any termination of this Agreement, the Client will not, without the prior written consent of the Directors of Start Smart (Pty) Ltd and or its affiliates, either directly or indirectly, on the Client's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert, or hire away any person employed by any of the following companies: Start Smart (Pty) Ltd; and or its affiliates.
- The Client agrees that no subcontractors will be hired to perform the same tasks as the Company without the Company's consent. If a subcontractor is engaged, their roles and responsibilities must be clearly identified to avoid overlapping and interfering with any current strategies. This ensures mutual and strategic compliance with the Client's strategy and marketing teams.
- The Client's obligation to inform the Company of any subcontractor being brought into the business, whose social media responsibilities fall outside their scope, includes ensuring that our services as a company and the potential SLA undermining to perform our agreed management tasks will be our first priority. The subcontractor must align their goals with our team's strategy, not the other way around.

- Insights and suggestions can be made available to our team; however, approval processes need to be agreed upon internally by the Company and the Client in line with the current strategy and SLA.

FEES AND PAYMENTS

- In consideration for the Social Media Marketing Services, the Client shall pay the Company the Initial Fee as specified in the web services agreement for the Initial Period. After the Initial Period, the Client agrees to pay the retainer amount specified in the agreement, which must be settled before the 1st of the following month. The retainer fee is subject to increase based on SLA performance and yearly service costs, which will be agreed upon by all parties on a yearly basis.
- Payment of the Initial Fee is due within 30 days from the date of the Agreement.
- Payment of each retainer fee is due within 30 days from the date of the Company's invoice, which will be issued within 30 days of the start date of the Subsequent Period to which it relates.
- All payments made under the Agreement are expressly exclusive of any applicable value-added tax (VAT).
- The total payment, subject to prior approval and without prejudice to any rights of the Company under these terms and conditions, may be made on a monthly basis by Direct Debit. In this case, the minimum monthly payment will be the sum of the Fee divided by the period it relates to.
- In the event of a rejected Direct Debit, the entire outstanding fee becomes immediately payable.
- All paid media advertising / marketing is the cost of the client when suggested and recommended by our team.

INTELLECTUAL PROPERTY RIGHTS

- All Intellectual Property Rights in the Required Information, Required Materials, and any other Client Materials shall always remain the property of the Client (or its licensors, as appropriate). Nothing in these terms and conditions shall transfer any rights in any material provided by, or otherwise belonging to, the Client (or its licensors, as appropriate) to the Company. The Client grants the Company a limited, non-exclusive, non-transferable, revocable, worldwide license to use the Required Information, Required Materials, and any other Client Materials solely for the purpose of providing the Social Media Marketing Services in accordance with these terms and conditions.
- Upon the Company's receipt of full payment for a given Period under **Fees and Payments** the copyright and any other Intellectual Property Rights in the Social Media Content created by the Company during that Period shall be assigned to the Client. The Company shall be

deemed to have waived any and all moral rights in respect of such content. The Company shall execute all documents and take all actions necessary or reasonably requested by the Client to document, obtain, maintain, perfect, or assign its rights in such content.

INDEMNITY

- The Client (the "Indemnifying Party") agrees to indemnify and keep the Company (the "Indemnified Party") fully indemnified at all times against all losses resulting from any action or claim that the Company's use of any Required Information, Required Materials, or other Client Materials in providing the Social Media Marketing Services constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- In the event of any action or claim as described in this section, the Indemnifying Party shall have complete control over the litigation and/or settlement of the action or claim and shall keep the Indemnified Party reasonably informed at regular intervals.
- In the event of any action or claim as described in sub-Clause 8.1, the Indemnified Party shall:
 - Notify the Indemnifying Party immediately in writing upon becoming aware of the action or claim;
 - Make no admissions or attempt any settlements of the action or claim without the express written consent of the Indemnifying Party;
 - Provide the Indemnifying Party with all reasonable information and assistance required by the Indemnifying Party, at the Indemnifying Party's cost, with respect to the action or claim;
 - Allow the Indemnifying Party complete control over the litigation and/or settlement of the action or claim.

TERM AND TERMINATION

- The Agreement and these terms and conditions shall enter into force on the agreement date and shall continue for an Initial Term as specified in the agreement, or for 24 months if no term is specified. The Agreement will automatically renew for Subsequent Terms of 12 months following the end of the Initial Term. As described in **Engagement of the Company Start Smart (Pty) Ltd**, all such periods shall collectively constitute the Term of the Agreement and these terms and conditions.
- The Company may terminate this Agreement at any time by giving 1 months' notice to the Client for any reason.
- The Client may terminate this Agreement no sooner than four months before the end of the Initial or Subsequent Term (whichever is applicable) by giving 3 months' written notice, which shall not expire before the end of that Initial or Subsequent Term.

- Without prejudice to any other right or remedy available to it, either Party may terminate this Agreement immediately by giving written notice to the other Party in the following circumstances:
 - Any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 20 Business Days of the due date for payment;
 - The other Party commits any other breach of any of the provisions of the Agreement's terms and conditions and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice with full particulars of the breach and requiring it to be remedied.
 - Any sum owing by either Party to the other under any of the provisions of these terms and conditions shall become immediately due and payable. For the avoidance of doubt, this includes any outstanding amount payable by the Client to the Company for the remaining months of the current term.

FORCE MAJEURE

- Neither Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event beyond the control of the Party in question.
- In the event that the Company cannot perform its obligations under this Agreement due to a force majeure event for a continuous period of 3 months, the other Party may, at its discretion, terminate this Agreement by providing written notice at the end of that period.
- In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all work completed up to the date of termination. This payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

NO WAIVER

- No failure or delay by either Party in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right.
- No waiver by either Party of a breach of any provision of these terms and conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

ENTIRE AGREEMENT

- These terms and conditions constitute the entire agreement between the Parties with respect to its subject matter and may not be modified except by a written instrument signed by the duly authorized representatives of both Parties.
- Each Party acknowledges that, in entering into the Agreement and accepting these terms and conditions, it does not rely on any representation, warranty, assurance, or other provision (made innocently or negligently) except as expressly provided in these terms and conditions.

This agreement is updated regularly with our client's best interest in mind.



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