

# Terms and Conditions for Skyspear Technologies

## 1. Introduction

Skyspear is a leading digital marketing company that specializes in providing tailored solutions for businesses to grow and succeed online.

The following Terms and Conditions govern the use of services provided by Skyspear Technologies and Consulting Pty (Ltd), here after referred to as Skyspear. By accessing our services, clients agree to be bound by these terms and any amendments in the future.

## 2. Service Cancellation and Refunds

- You are allowed to terminate your service with us at any time. However, should you choose to cancel within the first year, you are obligated to cover the basic cost of the website type developed for you. Costs are R12,000 for the Starter package, R18,000 for the Basic Business package, and R24,000 for the E-Commerce package. With each monthly payment, the cancellation fee reduces by R1,000. Once the website's cost is offset by these deductions, you may cancel without incurring further charges.

<b>Months Remaining in Contract</b>	<b>Cancellation Fee</b>
12-24	Full Website Development Cost (as per Package)
9-11	75% of Website Development Cost
6-8	50% of Website Development Cost
3-5	25% of Website Development Cost
0-2	No Fee

### 3. Domain and Website Hosting

- Domain transfers are allowed once any outstanding website development costs are settled.
- Failure to renew the domain in time may lead to cancellation and discontinuation of hosting.
- Websites cannot be transferred to another hosting solution and will be discontinued upon service termination. Furthermore, Skyspear Technologies shall not be held liable for any losses incurred as a result of a website's unavailability for transfer.

### 4. Payments

- Invoice payments are due within 7 days of being issued. Upon this period's expiration, a reminder will be issued, followed by a 14-day grace period before service suspension. Receipt of payment at any point hereafter will result in service reinstatement.
- All quotations are valid for 30 days, once this time period has elapsed a new quote will be required before work will commence.

### 5. Intellectual Property

- All data, graphics, fonts, and other materials supplied to Skyspear by the client shall remain the intellectual property of the client. Skyspear is hereby granted authorization to use such materials in marketing efforts as expressly agreed upon by the client. Upon the termination of the agreement, Skyspear commits to not sharing any client information with third parties, ensuring the confidentiality and protection of the client's intellectual property rights.

### 6. Advertising and Campaigns

- The management fee for paid advertising is set at 30% of your ad spend. For instance, should your advertising budget be R1000, our management fee will be R300 per month, which is in addition to the selected package price. This fee covers the cost of managing and scheduling your advertisements.
- As advertising costs are directly paid by the client to social media platforms, Skyspear assumes no liability for any cessation of advertising due to insufficient funds or disputes between the client and social media platforms. Furthermore, Skyspear is not responsible for any decrease in advertising performance resulting from such disputes or lack of funds for ad continuation.

## 7. Client Responsibilities

- During the creation and setup process, it is imperative for the client or their representative to be actively engaged with us. We will require various materials, including content, logos, company colors, letterheads, and vision and mission statements, to complete the project effectively. If we do not receive any communication or the requested materials from the client within 14 days of our request, Skyspear reserves the right to terminate the agreement immediately, and under these circumstances, no refunds will be issued.

## 8. Liability and Disclaimers

- Skyspear does not guarantee the success of any paid advertising campaigns and is not responsible for the outcomes of such campaigns conducted on behalf of clients.
- Based on your selected package and our involvement in your paid campaign management, Skyspear's services are primarily focused on managing your social media platforms, campaigns, and engagements. We do not take responsibility for the sales process once potential clients have reached out to you. However, we offer consulting services to assist in completing the sales process, which are quoted and billed separately.

## 9. Amendments

- Skyspear reserves the right to update these Terms and Conditions at any time. Clients will be notified of significant changes.

## 10. Governing Law

- These Terms and Conditions shall be governed by South African law.

## 11. Contact Information

For inquiries or concerns regarding these Terms and Conditions, please contact Skyspear at [info@skyspear.com](mailto:info@skyspear.com).