



SKYSPEAR
DIGITAL MARKETING AGENCY





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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.



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2. Terms and Termination

- Upon entering this agreement, the Client commits to a minimum service period of six months with Skyspear. Following this initial term, the Client may choose to terminate the services or transfer to another service provider. To do so, Skyspear requires a written notice at least 30 days prior to the intended termination or transfer date.
- Unless the Client provides a written notice of termination at least 30 days prior to the end of the current service period, this agreement will automatically renew under the same terms and conditions. The renewal will extend for a successive period equal to the original term. Skyspear will provide the Client with a reminder notice at least 60 days before the renewal date, ensuring ample time for the Client to make an informed decision regarding continuation or termination of the services.

3. Domain and Website Hosting

If Skyspear is hosting the domain, transfer to another hosting solution may be requested by the Client at the end of the 30 day notice term. However, the actual website and its components, which contain proprietary tools and licensed materials paid for by Skyspear, will not be transferred to the Client or any third party.

Websites designed, hosted, and managed by Skyspear contain proprietary tools and licensed software that remain the property of Skyspear. Upon termination of the agreement, while the domain may be transferred to another provider, the Client will be responsible for setting up and configuring the website independently. Skyspear will not transfer any proprietary tools or licensed materials used in the backend of the website.

4. Packages offered

Startup package service description

Skyspear agrees to provide the Client with digital marketing services ("Services") as described in the Startup Package which costs R2999 per month excluding VAT, which includes:

- **One page website design:** Creation of a custom multi page business website.
- **Custom domain:** Registration of a co.za domain.
- **100 email aliases:** 100 email aliases.
- **Content Generation:** Our team of experts can generate content from blogs, advertisements and videos. 1,000 words of content is included for the website and social media setup.
- **Basic SEO:** Implementation of basic search engine optimization strategies.



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- **Blog posting access:** We give you access to blog posting on the website should you wish to post or edit your own blogs.
- **Campaign Management:** Our service fee includes the comprehensive setup, content creation, and management of your advertising campaigns on social media channels, up to a monthly budget of R3000. Please note that this budget is separate from our fees and is payable directly to the social media platforms. Should your advertising spend double, our fee will increase by R1000 for each doubling of the budget. This arrangement ensures that we can focus on optimizing your campaign for maximum performance while you manage the budget directly with the platforms.
- **Social Media Setup:** Creation and setup of 2 social media accounts, including design of banners and profile logos or the update of existing platforms.
- **Post Scheduling:** Design and scheduling of posts two times per week.
- **Support:** Ongoing support and customization options.

Basic Business package:

Skyspear agrees to provide the Client with digital marketing services ("Services") as described in the Basic Business Package which costs R3999 per month excluding VAT, which includes:

- **Multiple page website design:** Creation of a custom multi page business website.
- **Custom domain:** Registration of a .co.za domain.
- **250 email aliases:** Setup of up to 250 email aliases.
- **Content Generation:** Our team of experts can generate content from blogs, advertisements and videos. 5,000 words of content is included for the website and social media setup.
- **Advanced SEO:** Implementation of advanced search engine optimization strategies.
- **Blog posting access:** We give you access to blog posting on the website should you wish to post or edit your own blogs.
- **Campaign Management:** Our service fee includes the comprehensive setup, content creation, and management of your advertising campaigns on social media channels, up to a monthly budget of R3000. Please note that this budget is separate from our fees and is payable directly to the social media platforms. Should your advertising spend double, our fee will increase by R1000 for each doubling of the budget. This arrangement ensures that we can focus on optimizing your campaign for maximum performance while you manage the budget directly with the platforms.
- **Social Media Setup:** Creation and setup of 2 social media accounts, including design of banners and profile logos or the update of existing platforms.
- **Post Scheduling:** Design and scheduling of posts two times per week.
- **Support:** Ongoing support and customization options.

E-Commerce package:



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Skyspear agrees to provide the Client with digital marketing services ("Services") as described in the E-Commerce Package which costs R4999 per month excluding VAT, which includes:

- **E-commerce Website Design:** Creation of a custom e-commerce website.
- **Custom Domain:** Registration of a .co.za domain.
- **Email Aliases:** Setup of up to 500 email aliases.
- **Content Generation:** Our team of experts can generate content from blogs, advertisements and videos. 5,000 words of content is included for the website and social media setup.
- **Advanced SEO:** Implementation of advanced search engine optimization strategies.
- **Product Inclusion:** Inclusion of up to 50 products on the website.
- **Blog Posting Access:** Access to blog posting on the website.
- **Campaign Management:** Management of advertising campaigns up to R3000 per month.
- **Social Media Setup:** Creation and setup of 3 social media accounts along with designing banners and profile logos.
- **Post Scheduling:** Design and scheduling of posts four times per week.
- **Advanced Support:** Provision of advanced customer support services.
- **Advanced Customization Options:** Offering advanced customization options for the website.

Additional services quoted for separately

1. Video Creation:

- Production of high-quality promotional, instructional, and corporate videos.
- Includes scripting, filming, editing, and final production.
- Options for animation and motion graphics.

2. Graphic Design:

- Professional design services for digital and print media.
- Includes logo design, branding materials, brochures, banners, and social media graphics.

3. CRM Training and Implementation:

- Setup and customization of Customer Relationship Management (CRM) systems.
- Training sessions for teams on how to effectively use CRM tools to manage customer interactions and data.

4. Extended Advertising Management:

- Management of advertising campaigns that exceed the included budget in the basic packages.



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- Includes planning, execution, monitoring, and optimization of additional ad campaigns.

5. Search Engine Marketing (SEM) and Pay-Per-Click (PPC) Services:

- Comprehensive SEM strategies, including PPC campaigns across Google Ads, Bing Ads, and other platforms.
- Keyword research, ad creation, budget management, and performance analysis.

6. Content Marketing Beyond Package Limits:

- Creation of additional content beyond the scope included in the selected package.
- Services include additional blog posts, white papers, case studies, and e-books.

7. Advanced SEO Services:

- Enhanced SEO strategies involving technical SEO audits, link building campaigns, and advanced keyword optimization.

8. Social Media Strategy and Expansion:

- Development and execution of comprehensive social media strategies across additional platforms not covered in the basic packages.
- Includes content planning, post scheduling, engagement strategies, and analytics reporting.

9. Website Functionality Enhancements:

- Development of custom website features such as e-commerce integrations, advanced forms, membership systems, and interactive elements.

10. Email Marketing Campaigns:

- Design and deployment of targeted email marketing campaigns, including newsletter design, list management, segmentation, and performance tracking.

Out-of-Scope Services Requiring Separate Invoicing

• Ad Spend Increase Adjustments:

- Handling increases in advertising budgets that require adjustments in management strategy and billing.
- Separate invoicing for each increment in ad-spend as agreed upon in the terms of service.

E-commerce Store Management and Inventory Tracking



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- **Service Overview:**

- Skyspear offers a comprehensive e-commerce store management service designed to help you efficiently manage your online store. Our team will handle all aspects of inventory tracking and stock management on your behalf, ensuring that your product listings are up-to-date, accurately reflected, and aligned with your inventory levels.

- **Key Features:**

- **Inventory Monitoring:** Continuous monitoring of stock levels to prevent overstocking or stockouts.
- **Product Updates:** Regular updates to product descriptions, prices, and specifications as needed.
- **Order Management Support:** Assistance with order processing, from confirmation to fulfillment, ensuring a smooth operation.
- **Reporting:** Monthly reports on inventory status, sales trends, and recommendations for inventory replenishment.

- **Additional Fee:**

- This service incurs an additional fee of R1000 per month for every batch of up to 50 products managed. This fee covers the labour and systems required to maintain accurate and timely inventory tracking, making it ideal for businesses that seek to outsource the detailed management of their e-commerce operations.

5. Service Level Agreement (SLA)

1. Purpose

This Service Level Agreement (SLA) establishes the performance and reliability standards to be adhered to by Skyspear Marketing in the delivery of services to the Client. This SLA aims to ensure a high level of service availability and timely support in response to Client inquiries.

2. Service Commitments

- **Response Time:** Skyspear Technologies commits to responding to any client queries within 12 hours of receipt. This response time applies to queries received during normal business hours (9:00 AM to 5:00 PM) on business days. Queries received outside of these hours will be addressed at the start of the next business day.



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- **Uptime Guarantee:** Skyspear Technologies guarantees a service uptime of 99%, ensuring that the Client's website and associated services are available to users. This uptime percentage is calculated on a monthly basis, excluding planned maintenance windows, which will be communicated to the Client in advance.

3. Monitoring and Reporting

Skyspear Marketing will continuously monitor uptime and performance metrics and will provide the Client with monthly reports detailing service availability, performance issues, and resolution activities.

4. Remedies for Non-Compliance

Should Skyspear Marketing fail to meet the response time or uptime levels specified in this SLA, the following remedies will apply:

- **Response Time Misses:** For every incident where a response is not provided within the specified 12 hours, the Client will receive a credit equivalent to one day's service fee.
- **Uptime Misses:** If service uptime falls below the guaranteed level of 99% and does not fall under the exceptions listed (e.g., client-side issues, force majeure), the Client will receive a credit of 5% of the monthly service fee for each 0.5% decrease in uptime.

5. Exceptions

The uptime guarantee does not apply to performance issues:

- Caused by factors outside of Skyspear Marketings' reasonable control, including natural disasters or Internet access or related problems beyond the demarcation point of Skyspear Marketing.
- That result from any actions or inactions of the Client or any third parties.
- That result from the Client's equipment, software, or other technology and/or third-party equipment, software, or technology (other than third-party equipment within Skyspear Marketings' direct control).

6. General Provisions

- **Amendment:** This SLA may be amended only by a written agreement signed by authorized representatives of the parties.
- **Governing Law:** This SLA and the interpretation of its terms shall be governed by and construed in accordance with the laws of the The Republic of South Africa in which Skyspear



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Technologies operates and shall be subject to the exclusive jurisdiction of the courts of South Africa.

6. Payments Terms

- **Regular Payments:** Invoice payments for the base rate of the package selected by the Client are due within 7 days of being issued. If payment is not received within this period, a reminder will be issued, followed by a 14-day grace period. Failure to make payment by the end of this grace period will result in a suspension of services. Services will be reinstated upon receipt of the overdue payment.
- **Additional Services and Exceeding Ad Spend:** If the Client requires services beyond the scope of the original agreement, such as adding more than 50 products to an e-commerce site, generating additional advertising materials, or if their ad spend exceeds the original agreement by R3,000, resulting in an additional fee of R1,000, a separate invoice will be issued for these additional services. These invoices are subject to the same payment terms as regular invoices.
- **Quotations:** All quotations provided are valid for 10 days. Once this period has elapsed, a new quote must be approved by the Client before any additional work will commence.

7. 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.
- All campaigns created by Skyspear on Meta platforms (including Facebook, Instagram, and WhatsApp), Google, or any other platform, remain the proprietary property of Skyspear for the duration of the agreement. The Client is paying Skyspear a fee to manage these campaigns on their behalf. Upon termination of the agreement, Skyspear will transfer the ownership of these assets to the Client after the agreed term. However, the Client will be responsible for



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setting up and configuring the campaigns on their own after the transfer. Any proprietary tools or licensed materials used by Skyspear to run these campaigns will not be included in the transfer.

8. Client Onboarding and Offboarding

8.1 Onboarding Process

Upon entering into an agreement with Skyspear, we will set up and manage the agreed-upon services, including website design, hosting, and campaign management on platforms such as Meta (Facebook, Instagram, WhatsApp), Google, or any other platforms specified. During the onboarding phase, Skyspear will integrate proprietary tools, software, and licensed materials necessary to manage these assets effectively.

8.2 Offboarding Process

At the conclusion of the agreement, or upon termination by either party, Skyspear will initiate the offboarding process to transfer ownership of certain assets to the Client. This includes:

- **Advertising Accounts:** The Client will be responsible for setting up, configuring, and managing these campaigns on their own. Any proprietary tools, templates, or licensed software used by Skyspear will not be included in the transfer.
- **Website and Hosting:** If the Client wishes to transfer their website to another hosting provider, Skyspear will assist in the transfer of the domain. The actual website design, which includes proprietary tools and licensed software, will not be transferred. The Client will be responsible for setting up and managing the site independently once transferred.
- **Transfer Timeline:** The transfer of assets will take place after the agreement term has been fulfilled and all outstanding payments have been made. The Client will be notified of the transfer timeline, and Skyspear will provide reasonable assistance during the offboarding phase.



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8.3 Client Responsibilities

Upon transfer of ownership, the Client assumes full responsibility for managing and maintaining the assets, including reconfiguration of campaigns and websites. Skyspear will not provide ongoing support for transferred assets unless a separate maintenance agreement is entered into.

9. Advertising and Campaigns

- 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.
- Skyspear retains ownership of all advertising assets and campaigns on platforms such as Meta (Facebook, Instagram, WhatsApp), Google, and others. Upon termination of the agreement, Skyspear will transfer these assets to the Client after the required term, but the Client will be responsible for re-establishing and managing these campaigns independently. Skyspear will not transfer any proprietary software, tools, or templates used to manage the campaigns.

10. 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 colours, 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.

11. 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,



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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.

12. Amendments

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

13. Governing Law

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

14. Contact Information

For inquiries or concerns regarding these Terms and Conditions, please contact Skyspear at info@skyspear.com.