

Terms of Services Agreement

By taking control of your online digital presence, you have given yourself the power of creation and enforcement; using this power provides your business with the availability of our resources to accelerate digitally and globally.

We strive for excellence in all of our offerings, by providing accelerated digital capabilities to our customers, from tried and tested outcomes on our business processes and digital areas.

Start Smart (Pty) Ltd Offering:

1. By utilizing any one of our offerings presented to you by one of our team members; you have agreed to the terms set out by each offering agreement in their respective documentation; as each of these documentations' practices individual professions and hold exceptional performance outcomes.
2. You, the client, agreeing to our service offering presented to you by one of our team members; through a signed agreement will uphold their signed agreement until the date of expiration based on the agreed date of work commenced; Us, Start Smart (Pty) Ltd will perform our duties to the best of our abilities as stated in any signed agreement; only sent to you by one of our team members.

To make sure that you are receiving a service from one of our team members, please contact our accounts department; at accounts@start-smart.co.za, by sending us your agreement or service being offered to you with all information from the team member so we can validate the service.

3. The Start Smart (Pty) Ltd offerings:

3.1. Digital Design and Development:

- Bespoke Website Development
(Website Development and Monthly Management Agreement)
 - o Website Development non-managed monthly
- Mobile Application Development
(Mobile Application Development and Monthly Management Agreement)
- Progressive Web Applications
(Progressive Web Application Development and Monthly Management Agreement)
- Database Administration
(Database Development and Monthly Management Agreement)
- E-commerce Development
(E-commerce Development and Monthly Management Agreement)

3.2. Digital Marketing Solutions:

- Smart Data-driven Marketing
(Smart Data-driven Marketing Monthly Management Agreement)
- Social Media Management
(Social Media management Monthly Management Agreement)
- Smart Analytics and Reporting
(Smart Analytics and Reporting Monthly Management Agreement)
- Online Paid Advertising
(Online Paid Advertising Monthly Management Agreement)
- Email Marketing
(Email Marketing Monthly Management Agreement)
- Live Social Media Marketing
(Live Social Media Marketing Monthly Management Agreement)

3.3. Scalable Cloud Solutions:

- Simple Cloud Storage. (Easily Available)
(Simple Cloud Storage Monthly Service Agreement)
- Secured Cloud Storage. (Virtual Fort Knox.)
(Secured Cloud Storage Monthly Service Agreement)
- Glacier Cloud Storage. (Waiting for You.)
(Glacier Cloud Storage Monthly Service Agreement)
- Virtual Reality Development. (It's Coming to Life.)
(Virtual Reality Development Monthly Service Agreement)
- Machine Learning. (Computer Power.)
(Machine Learning Monthly Service Agreement)
- Application Streaming. (Your Next Flix.)
(Application Streaming Monthly Service Agreement)

4. Accepting any one of the above offerings presented to you by one of our team members who are in a position to give you a viable and feasible offer of our service, will put into effect the terms stated in the agreement; once signed and accepted by the client.

Monthly Management Agreement Terms:

5. Monthly management agreements for any of the following services listed in points 3.1; 3.2; 3.3 above, signed by you, the client, will need to be paid on, or before (the 25th or 27th of our billing run of the current month for the following month) the first of every month, as stated in any of the above listed agreements in points 3.1; 3.2; 3.3 monthly management agreement between Start Smart (Pty) Ltd and you, the client.

5.1. Cancellation of any of our monthly management agreement services before the agreed-upon or stated expiry date from the commencement of work, as stated in the agreement will see the client liable to pay 50% of the agreed-upon monthly management cost for each month which the agreement covered until the expiry date.

Here's something to ease the mind; simple math - (months till agreement expires X (times) fifty percent (50%) of the monthly management cost) = Cancellation COST.

5.1.1. The above mentioned monthly management agreement terms are stand-alone terms for each monthly managed services for points 3.1; 3.2; 3.3; each monthly management agreement will abide by their agreement terms for the length of the agreement of service; however point 5.1 will be the valid and only cancellation term for each agreement which covers a monthly managed service.

6. IP (Intellectual Property) ownership will be that of the owner, you the client; this IP will be any of the below points:

6.1. Domain ownership

6.1.1. The ownership, of the website address domain, will belong to the owner, you the client, however; if there is an outstanding payment for any of the agreements signed by you, the client; Start Smart (Pty) Ltd will hold the ownership of this domain until the outstanding amount is settled in full, and reflected in our business account.

6.1.2. In the case that the client cannot afford or settle any account which is owing to Start Smart (Pty) Ltd; Start Smart (Pty) Ltd will hold the ownership and IP of the website domain address until the account is settled in full and cleared into our business account.

6.1.3. In the case that 6.1.2 is in effect for the client owing Start Smart (Pty) Ltd; all content developed for the client on any server pointing to the domain address owned by you; the client; and held by Start Smart (Pty) Ltd will keep / own all content created for the client until the outstanding amount is paid in full to Start Smart (Pty) Ltd.

Start Smart (Pty) Ltd values all its clients with the same integrity and holds any client information privately and securely; will not distribute nor sell any IP (Intellectual property) to any third party whom does not have the right to make any deal with Start Smart (Pty) Ltd; In cases where point 6 is in effect; Start Smart (Pty) Ltd will hold its terms stated in the above-mentioned point and underlying points strictly and with due-diligence based on the outcome.

These terms and services can and will be modified at any time with notification to all our clients; In cases where VAT is added to any goods or services to our clients; we will increase based on economic adjustments.

We are proud to serve our clients every day.

For any questions regarding your active account with Start Smart (Pty) Ltd; please email accounts@start-smart.co.za

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