

## **TERMS OF SERVICE**

iKind Media (Pty) Ltd

Effective Date: 10 February 2025

### **1. INTRODUCTION**

Welcome to iKind Media (Pty) Ltd ("iKind Media," "we," "us," or "our"). These Terms of Service ("Terms") govern your use of our creative design, marketing, brand management, and advertising services (the "Services"). By engaging our Services, you agree to abide by these Terms. If you do not agree, please refrain from using our Services.

### **2. SERVICES**

iKind Media provides creative and strategic brand management, advertising, and marketing solutions, including but not limited to:

Graphic design, branding, and logo creation

Website development and digital marketing

Social media management and advertising

Video production and photography

Print and digital advertising campaigns

Content creation and copywriting

Marketing consultancy and strategy

### **3. CLIENT RESPONSIBILITIES**

Clients engaging iKind Media for Services agree to:

Provide accurate and complete information necessary for project execution.

Approve and review deliverables promptly to avoid project delays.

Ensure all content provided (e.g., images, text, logos) is legally owned or properly licensed.

Make timely payments as outlined in the invoicing and payment terms.

### **4. PROJECT TERMS & REVISIONS**

All projects will have a scope of work ("SOW") agreed upon before commencement.

Standard design projects include up to 4 revisions. Additional revisions may be charged at an agreed rate.

iKind Media reserves the right to adjust project timelines based on scope changes or client delays.

## **5. PAYMENT TERMS**

Clients will receive a detailed quote before project initiation.

A 50% deposit is required before work begins, with the remaining balance due upon completion or as per the agreed schedule.

Payments are due within 30 days of invoice issuance.

Late payments may incur penalties, including interest charges or suspension of Services.

## **6. CANCELLATION & REFUND POLICY**

Clients may cancel a project in writing, subject to cancellation fees covering work completed.

Deposits are non-refundable unless agreed otherwise.

iKind Media reserves the right to cancel a project if a client breaches these Terms.

## **7. INTELLECTUAL PROPERTY**

Upon full payment, clients receive rights to final deliverables unless otherwise agreed.

iKind Media retains the right to showcase work in portfolios, marketing materials, and case studies unless a non-disclosure agreement (NDA) is in place.

Raw files (e.g., layered design files, raw footage) remain the property of iKind Media unless purchased separately.

## **8. CONFIDENTIALITY**

Both parties agree to keep confidential information secure and not disclose it to third parties without consent.

Confidential information does not include publicly available information or details independently developed.

## **9. LIABILITY & DISCLAIMERS**

iKind Media makes no guarantees regarding specific results from marketing or advertising campaigns.

We are not liable for indirect, incidental, or consequential damages arising from the use of our Services.

Clients assume responsibility for legal compliance, including but not limited to copyright and trademark regulations for provided content.

## **10. THIRD-PARTY SERVICES**

iKind Media may use third-party tools, software, or platforms to deliver Services.

We are not responsible for disruptions or failures caused by third-party providers.

## **11. FORCE MAJEURE**

iKind Media is not liable for delays or failures in performance due to unforeseen circumstances beyond our control, including natural disasters, strikes, or technical failures.

## **12. TERMINATION**

Either party may terminate Services with written notice. Clients remain responsible for fees related to work completed prior to termination.

If termination occurs due to a breach of these Terms, iKind Media reserves the right to retain any deposits or fees paid.

## **13. GOVERNING LAW**

These Terms shall be governed and construed under the laws of the Employment Act. Any disputes will be resolved through arbitration or mediation before litigation.

## **14. AMENDMENTS**

iKind Media reserves the right to update these Terms at any time. Clients will be notified of significant changes, and continued use of our Services constitutes agreement to the updated Terms.

## **15. CONTACT INFORMATION**

For questions about these Terms, please contact us at:

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Durban, 4001, KwaZulu-Natal

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**By engaging iKind Media's Services, you acknowledge that you have read, understood, and agreed to these Terms of Service.**