

1. THE PARTIES

1.1. "Venudata cc" means The Company and includes all employees and authorised sub-contractors

1.2. "The Customer" means the person, firm, company or organisation who orders the Services pursuant to these Conditions.

2. DEFINITIONS

In these conditions:

"Acceptance Date" means the date on which the Customer advises the company to proceed with the work.

"Conditions" means these terms and conditions of business

"Delivery Date" means the delivery date defined in condition 7.1

"Fees" means the amount agreed for the work carried out

"Services" means any service requested by the Customer including (but not limited to) the creation and maintenance of websites

"The Customer's Materials" means all materials delivered to Venudata cc by the Customer

"Specification" means the Technical Specification for the Website set out in Appendix 1 to these Conditions

"Website" means the Customer's website to be created, developed and maintained by Venudata cc as a result of the Services and which operates and functions in accordance with the Specification.

3. APPLICATION

3.1. Venudata cc and the Customer shall contract subject to these Conditions which shall govern their relationship in relation to the Services to the exclusion of any other terms and conditions whether oral, or contained or referred to in the Customer's order, or in correspondence, or elsewhere, or implied by trade custom, practice or course of dealing, or by statute and any purported provisions to the contrary are hereby excluded

3.2. These conditions supersede all previous agreements and understandings (if any) between the parties and all representations made with respect thereto.

3.3. No variation of these Conditions shall be binding upon either party unless made in writing and signed by the duly authorised representatives of each party

3.4. All quotations and tenders are subject to withdrawal or amendment at any time prior to Venudata cc' acceptance of the Customer's order.

3.5. Nothing in this condition 3 excludes or limits the liability of either party for fraud or fraudulent misrepresentation.

4. PRICES – GENERALLY

4.1. Venudata cc will not be bound by any estimate given until they have received complete instructions and have had sight of and accepted the Customer's order.

4.2. Neither party shall be bound by any clerical or arithmetical errors in any price list, invoice, statement, quotation or other documentation whatsoever.

4.3. Subject to condition 4.4, unless otherwise agreed in writing by Venudata cc, payment of Venudata cc' invoices shall be made at the time of delivery of the invoice.

4.4. No sums in excess of the Fees shall be invoiced or incurred by Venudata cc without the express prior written agreement of the Customer. The fees shall be paid as follows (plus VAT at the appropriate rate subject to production of a valid VAT invoice):

4.4.1. Website projects

4.4.1.1. 50% of the fees on acceptance of Quote

4.4.1.2. 25% of the fees on the Delivery Date

4.4.1.3. 25% of the fees on the Acceptance Date

4.4.2. Website Support Contracts

4.4.2.1. Annual payments – Due on Renewal Date

4.4.2.2. 6 monthly payments – Due on Renewal Date & 6 months following

4.4.2.3. Monthly payments – Due by the 25th of each month in advance

4.4.3. Website Hosting

4.4.3.1. Monthly payments – Due in advance by the 25th of each month

4.5. If the Customer fails to make payment on the due date, Venudata cc shall be entitled to charge interest on the overdue amount at a rate of 4% above the base lending rate of Standard Bank. This sub-condition shall continue to apply notwithstanding that Venudata cc obtain judgement against the Customer.

4.6. Venudata cc shall have a lien over the Customer's Materials against payment of all costs or fees due by the Customer from time to time and shall be entitled to withhold all such items until payment in full is made.

5. PRICES

5.1. Subject to condition 5.2 but without prejudice to condition 4 above Venudata cc reserve the right to increase any part of the costs or fees payable for the services:

5.1.1. Where the Customer's requirements are not clear or where the Customer's Materials are poor quality, necessitating the production of additional Services;

5.1.2. Where the Services are ordered more than 30 working days prior to delivery, to reflect any increase in the costs to Venudata cc which is due to any factor beyond the control of Venudata cc such as, without limitation, increases in the cost of labour, materials or other costs, any change in delivery dates, quantities or specifications requested by the Customer, any delay caused by any instructions of the Customer, failure for the Customer to give Venudata cc adequate information or instructions or failure of the Customer to supply clear and legible copy.

5.2. Venudata cc shall notify the Customer of the amount of any increase prior to carrying out any further work. The Customer shall have the right to cancel the order as soon as reasonably practicable on receiving notification of such increase but shall pay Venudata cc on a pro rata basis calculated from the costs and fees originally agreed for any part of the Services which had been completed at the time of cancellation of the order.

5.3. Without prejudice to the above, Venudata cc reserve the right to charge the Customer for all preliminary services carried out, whether experimental or otherwise, at the Customer's request. In the event that Venudata cc accept early termination by the Customer of any contract, the Customer shall pay Venudata cc for the preliminary Services, if any, carried out prior to such termination on a pro rata basis.

6. SERVICE STANDARDS

Venudata cc shall in consideration of the Fees and subject to and in accordance with these conditions:

6.1. Perform the Services with all due skill, care and diligence;

6.2. Supply the Services in accordance with the Specification;

6.3. Ensure that all staff and sub-contractors assigned to the performance of the Services (if any) possess such skill and expertise necessary for the proper performance of the Services;

6.4. Perform the Services in accordance with all applicable laws and industry codes of practice; and

7. DELIVERY AND ACCEPTANCE

7.1. Delivery shall take place when the Customer notifies Venudata cc in writing that in the Customer's opinion acting reasonably the Services have been completed in accordance with these Conditions and that the Website at the date of such notification complies with the Specification (the "Delivery Date").

7.2. Subject to condition 7.4, Venudata cc shall use all reasonable endeavours to fulfil all orders which may from time to time be placed with it by the Customer and shall use all reasonable endeavours to comply with delivery dates quoted but the time for the delivery shall not be of the essence and failure by Venudata cc to make delivery on any particular date shall not entitle the Customer to terminate the contract with Venudata cc or refuse the delivery or to claim for any expenses, loss of profits or other consequential losses whatsoever.

7.3. Where the order is to be delivered in instalments, each delivery shall constitute a separate contract and failure by Venudata cc to delivery any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of one or more of the instalments shall not entitle the Customer to treat the order as a whole as repudiated or cancelled.

7.4. The Customer shall have a period of 14 days from but excluding the Delivery Date to test and use the Website (the "Acceptance Period") to ensure that it functions in accordance with the Specification.

7.5. If during the Acceptance Period the Customer determines, acting reasonably, that the Website does not comply with the Specification then the Customer shall notify Venudata cc of this (providing sufficient detail for Venudata cc to understand the defect) (a "Rectification Notice") such Rectification Notice to be served by the fifth working day following the end of the Acceptance Period at the latest.

7.6. If the Customer serves a Rectification Notice then the Customer may require the Supplier to supply, free of charge, such additional services to rectify or work around the defect as may be necessary to enable the Customer to issue a notice stating that it accepts the Website (an "Acceptance Notice")

7.7. An Acceptance Notice shall be deemed to be served by the Customer if the Customer does not serve a Rectification Notice in accordance with condition 7.5.

7.8. If an Acceptance Notice is not served or deemed to be served by one month following the Delivery Date then the Customer shall not be required to make any further payment to Venudata cc and the Customer shall be entitled to itself to complete the Services or appoint a third party to do so.

8. CUSTOMER'S MATERIALS

8.1. Whilst Venudata cc shall use all reasonable endeavours to preserve the Customer's Materials in good order (subject to such wear and tear as may be incurred in the course of carrying out the Services), they remain at the Customer's risk and liability for damage to, destruction or loss of such materials is excluded save where such damage, destruction or loss is caused by Venudata cc' negligence or wilful default.

8.2. Venudata cc shall have a lien over the Customer's Materials against payment of all costs or fees due to her by the Customer from time to time and shall be entitled (if any payment is not made on the due date) to dispose of the Customer's Materials for such sums (if any) as Venudata cc may in their discretion think appropriate towards settlement of the amount due.

9. INTERVENING EVENTS

9.1. Neither party shall be liable for any breach of contract caused directly or indirectly by anything outside reasonable control including without limitation to the generality of the foregoing inability to produce materials or articles required for the performance of the contract due to unpreventable third party failures or war, hostilities, government action, breakdown, delay in transportation, any form of labour dispute, fire, flood or act of God.

11. VENUDATA CC' LIABILITIES

11.1. Venudata cc do not seek to exclude the following liabilities:

11.1.1. For negligence causing death or personal injury.

11.1.2. Under third party agreements

11.2. Venudata cc shall not be liable for any indirect or consequential loss or damage including (without limitation to the foregoing) economic loss, loss of profits, business, operating time or use of any other form of loss or damage of whatsoever nature and howsoever arising.

11.3. All emails and any attachments, graphics, web pages produced or sent by Venudata cc have been scanned for viruses, but it is the Customer's responsibility to conduct their own security measures and no responsibility is accepted by Venudata cc for loss or damage arising from the receipt or use of any such item.

12. WARRANTY AND INDEMNITY

12.1. Venudata cc may refuse to work upon any of the Customer's Materials which in their opinion contains any defamatory or obscene matter or may infringe any Intellectual Property Rights of any third party.

12.2. The Customer warrants to Venudata cc that it owns or is properly licensed to use the Customer's Materials and all Intellectual Property Rights in that the Customer's Materials do not infringe any Intellectual Property Rights of any third party and would not if used in relation to the provision of any Services infringe any Intellectual Property Rights of any third party.

12.3. Venudata cc warrants to the Customer that it owns or is properly licensed to use in connection with these Conditions all materials other than the Customer's Materials (the "Supplier Materials") and that the Supplier Materials do not infringe the Intellectual Property Rights of any third party.

12.4. The Customer shall indemnify Venudata cc and keep Venudata cc indemnified in respect of all costs, claims, liabilities and expenses to which Venudata cc may be subject as a result of any claim that any of the Customer's Materials contains any defamatory or obscene matter or infringes any Intellectual Property Rights of any third party. The indemnity shall extend (without limitation) to any reasonable amount paid on a lawyer's advice in settlement of any such claim and to Venudata cc' reasonable legal costs.

12.5. Venudata cc shall indemnify the Customer and keep her indemnified in respect of all costs, claims, liabilities and expenses to which the Customer may be subject as a result of any claim that any of the Supplier Materials infringe any Intellectual Property Rights of any third party. The indemnity shall extend (without limitation) to any reasonable amount paid on a lawyer's advice in settlement of any such claim and to Venudata cc' reasonable legal costs.

12.6. The indemnities set out at conditions 12.3 and 12.4 shall not be subject to any limit or cap save that each party relying on the indemnity shall be under a duty to mitigate its losses and expenses.

12.7. The Customer warrants that it has carried out any reasonable and clear written instructions from Venudata cc prior to delivery of the Customer's Materials to Venudata cc.

13. INVALIDITY OF PART

13.1. In the event of any provision of these Conditions being or becoming legally ineffective or unenforceable either in its entirety or in part this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of these Conditions which shall remain in full force and effect.

14. HEADINGS

14.1. The headings contained in these Conditions do not form part of her and such headings shall be ignored in construing each of the conditions herein contained.

15. PARTIES

15.1. References to the masculine include the feminine and vice versa

15.2. References to the singular include the plural and vice versa

15.3. Venudata cc shall not, without the prior written consent of the Customer such consent not to be unreasonably withheld or delayed, dispose of or deal in any other manner with these Conditions or any of its rights or beneficial interests under them, or purport to do any of the same, nor sub-contract any or all of its obligations under these Conditions without the prior written consent of the Customer such consent not to be reasonably withheld or delayed.

15.4. Venudata cc is acting as an independent contractor. Venudata cc shall have no right, power or authority whatsoever to create any obligation, express or implied, on behalf of the Customer unless the Customer has specifically authorised the same in writing.

15.5. Nothing in these conditions or any arrangement contemplated by them shall constitute either party a partner, agent, fiduciary or employee of the other party and the execution, completion and performance of these conditions shall not confer on any party any power to bind or impose any obligations to any third parties on the other party's behalf or to pledge the credit of the other party.

16. NOTICES

16.1. Any notice consent or the like required to be given under these Conditions shall be in writing and sent by registered post to the address of the other party as herein set out or at such changed address as shall for that purpose be notified to the other and every such notice consent or the like shall be deemed to have been given three days after transmission at the address to which it was sent.

17. FURTHER ASSURANCES

17.1. Each party shall on demand and at its own expense execute and register or procure to be executed and registered all further deeds and documents and do all acts and

things as may be necessary or desirable to give effect to these Conditions or any document executed or to be delivered pursuant to them.

18. JURISDICTION

18.1. These Conditions shall be construed according to and be governed by South African law and the parties hereby submit to the non-exclusive jurisdiction of and by South African Courts.