

## TERMS & CONDITIONS



### 1. INTRODUCTION:

THESE TERMS AND CONDITIONS GOVERN YOUR RELATIONSHIP WITH FUTURES SCALE [PTY] LTD ["FUTURES SCALE", "WE", "US", OR "OUR"]. BY ENGAGING OUR SERVICES, USING OUR WEBSITE, OR ENTERING INTO ANY CONTRACTUAL AGREEMENT, YOU AGREE TO BE BOUND BY THESE TERMS, WHICH ARE GOVERNED BY THE LAWS OF THE REPUBLIC OF SOUTH AFRICA.

### 2. COMPANY DETAILS:

REGISTERED NAME: FUTURES SCALE [PTY] LTD REGISTRATION NUMBER: 2022/441546/07 REGISTERED ADDRESS: OFFICE 5, PARKFIELD COURT OFFICE PARK, 1185 PARK STREET, HATFIELD, 0083. TELEPHONE: 079 370 8315 EMAIL: ADMIN@FUTURES SCALE.CO.ZA

### 3. SCOPE OF SERVICES:

FUTURES SCALE PROVIDES A RANGE OF FULL SERVICE STRATEGIC MARKETING SERVICES, MEDIA, PRODUCTION, BROADCASTING, DESIGN, POSM, EVENTS AND CONSULTING SERVICES. EACH SERVICE IS GOVERNED BY SPECIFIC CONTRACTS OR STATEMENTS OF WORK THAT OUTLINE DELIVERABLES, TIMELINES AND COSTS.

### 4. FEES AND PAYMENT:

ALL FEES ARE PAYABLE IN ACCORDANCE WITH THE TERMS OF THE ACCEPTED QUOTATION OR CONTRACT. PAYMENT IS DUE WITHIN THE STATED PERIOD, FAILING WHICH INTEREST MAY ACCRUE. PRICES EXCLUDE VAT UNLESS OTHERWISE INDICATED.


### 5. INTELLECTUAL PROPERTY:

UNLESS EXPRESSLY AGREED OTHERWISE, FUTURES SCALE RETAINS OWNERSHIP OF INTELLECTUAL PROPERTY CREATED DURING THE COURSE OF ANY PROJECT UNTIL FULL PAYMENT HAS BEEN RECEIVED. CLIENTS RECEIVE A LICENCE OR OWNERSHIP AS SPECIFIED IN THE RELEVANT AGREEMENT.

### 6. CONFIDENTIALITY:

BOTH PARTIES UNDERTAKE TO MAINTAIN CONFIDENTIALITY REGARDING PROPRIETARY INFORMATION EXCHANGED DURING PROJECTS AND TO USE SUCH INFORMATION SOLELY FOR PURPOSES OF FULFILLING CONTRACTUAL OBLIGATIONS.



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 www.futurescalecommunication.com



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### 7. LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY LAW, FUTURES SCALE SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES. OUR TOTAL LIABILITY IS LIMITED TO THE TOTAL AMOUNT PAID BY THE CLIENT UNDER THE CONTRACT GIVING RISE TO THE CLAIM.

### 8. TERMINATION:

EITHER PARTY MAY TERMINATE A CONTRACT BY WRITTEN NOTICE IN THE EVENT OF A MATERIAL BREACH THAT IS NOT REMEDIED WITHIN 14 DAYS. ON TERMINATION, CLIENTS ARE LIABLE FOR SERVICES RENDERED AND COSTS INCURRED TO DATE.

### 9. DATA PROTECTION:

WE PROCESS PERSONAL DATA IN ACCORDANCE WITH POPIA. REFER TO OUR PRIVACY POLICY FOR DETAILED INFORMATION ON HOW WE HANDLE PERSONAL INFORMATION.

### 10. GOVERNING LAW AND DISPUTE RESOLUTION:

THESE TERMS ARE GOVERNED BY THE LAWS OF THE REPUBLIC OF SOUTH AFRICA. DISPUTES SHALL FIRST BE RESOLVED AMICABLY; FAILING WHICH, THE PARTIES MAY SUBMIT TO MEDIATION, ARBITRATION, OR THE COMPETENT COURTS OF SOUTH AFRICA.

### 11. AMENDMENTS:


WE MAY REVISE THESE TERMS PERIODICALLY. CONTINUED USE OF OUR SERVICES CONSTITUTES ACCEPTANCE OF THE REVISED VERSION. UPDATES WILL BE PUBLISHED ON OUR OFFICIAL PLATFORMS.

### 12. CONTACT INFORMATION:

FOR ALL LEGAL OR SERVICE-RELATED ENQUIRIES: EMAIL: ADMIN@FUTURES SCALE.CO.ZA TELEPHONE: 079 370 8315 ADDRESS: OFFICE 5, PARKFIELD COURT OFFICE PARK, 1185 PARK STREET, HATFIELD, 0083.



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