



## [www.bookandbuild.co.za](http://www.bookandbuild.co.za) Terms and Conditions

### Definition

Seller refers to Vital Dev(Pty) Ltd who operates [www.bookandbuild.co.za](http://www.bookandbuild.co.za).

Product refers to [www.bookandbuild.co.za](http://www.bookandbuild.co.za).

Client refers to the person or organization using the product in any capacity.

### Application

The terms and conditions are valid for any Product provided by the Seller to the Client.

### Payment

The Seller shall be paid a monthly subscription fee of R325 upfront, unless otherwise agreed in writing by the Seller.

In the event of late payment or no payment, the Seller may terminate the Client's account on the Product.

An activation fee of R350.00 is payable to the Seller if an account has been terminated.

All fees are exclusive of value added taxes which will be added to invoices where appropriate.

The Seller reserves the right to increase a quoted fee.

### Delivery

The Product is a website that will always be on. As soon as a Client joins, their profile will be visible to other website users for up to 1 month without payment. Afterwards the Client needs to subscribe for payment in order to show up on the product.

### Cancellation

The Product is based on a month-to-month subscription, which is paid for upfront and can be cancelled at any time.

### Loss or Damage to Goods

The Seller will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Client (or which may be received from the Client), but will not be responsible for any such loss, damage or destruction of any kind.

### Usage of Product or Services

Unless agreed and indicated in writing by the Seller, the Client (and their clients) shall be entitled to use the services and materials provided (i.e. the samples) only for the purpose of conducting market research to be carried out in conformity with the recognized Code of Conduct of the market research industry. The Client shall not otherwise be entitled to store, pass on (whether to his/her client or other person) or use these services and materials.



The Client shall bear responsibility for ensuring that all usage of information contained within any samples is in accordance with and does not contravene any Data Protection or other laws, regulations or other trade customs and practices. The Seller bears no liability for any omissions or faults in these respects.

The Client hereby approves the use of the Product, by the Service Provider for marketing and brand awareness purposes, and hereby gives permission for the Service Provider to use the Product for Marketing purposes as they deem fit.

### Confidentiality

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material.

This provision shall not, however, apply to information or material which is or becomes public knowledge other than by breach by a party of this clause.

### Employment of Personnel

Subject to the prior written consent of the Seller the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Product or Services.

### Warranty

The Seller warrants that it has the right to provide the Product but otherwise the Product is provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Product are suitable for the purposes intended by the Client.

The Seller warrants that the Product will be supplied using reasonable care and skill. The Seller does not warrant that the Product supplied are error-free, accurate or complete.

### Limitation of Liability

The Seller shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Product nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Product.

The Client shall fully indemnify the Seller against any liability to third parties arising out of the Client's use of the Product.