

SERVICE LEVEL AGREEMENT

Service Level Agreement

Entered into between:

The Success Company

(herein after called “the Supplier”)

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(herein after called “the Client”)

**Terms and Conditions applicable to the Provider**

These terms and conditions are the contract between you and Perfect Trade 103 t/a The Success Company (Agent for The ReviewA). By using Our Website, you agree to be bound by the terms and conditions as set out below.

Supplier, known as Success Company, is the South African Agent for the ReviewA light. Perfect Trade 103 cc t/a The Success Company is a Closed Corporation (registration number 2000/069540/23) whose registered office is at 1 Igwababa Road, Kloof, South Africa (“the Supplier”).

The Client is a company, registered number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , registered in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(insert country registering in)*, whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(insert address)*

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. Please ask someone over 18 to buy your Services and/or Products on your behalf.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website and stop using Our Website or the service and/or products immediately.

# Definitions

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| --- | --- |
| “Content” | means the textual, visual or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you. |
| "Post" | means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly; |
| “Products and Services” | means the services elected by the Client which is all or a combination of the following:  - The ReviewA Webwise;  - The ReviewA Online;  - The ReviewA Direct;  - The ReviewA Smart;  - The ReviewA Training and  - The ReviewA Mystery Shopper  and any other additional products and services offered by The ReviewA subsequent to the date of this agreement. |
| “Client” | means the establishment buying the product and service/s from the Supplier on a contract basis. |
| “Supplier” | means The ReviewA who supplies the elected range of Products and Services to the Client. |
| “Our Website” | means any website of ours and includes all web pages controlled by us. |
| “User” | means any person other than you who uses or visits the website for any purpose. |
| “you” “yours” etc, | means you, the Client and party to this agreement. |
| “us” “we” etc, | means us, The ReviewA, the Supplier of Products and Services. |
| “reviewer” | means the party reviewing the service rendered by a Client. |
| “agreement” | means this Service Level Agreement which is legal and binding once it is signed by our Client. |

# Our contract

* 1. The ReviewA offers a range of Products and Services for sale to Clients.
  2. The ReviewA is a marketplace. The extent of use of Our Website is as a platform for sale of its Products and Services to Clients and for Reviewers to assess services rendered by Clients.
  3. We welcome any comment or complaint about a Client, which is made through Our Website. We may act upon a complaint at our discretion, for the benefit of the body of The ReviewA’s Clients.
  4. We are not responsible for supply of any Products and Services to the Reviewer or for the cancellation and refund procedure should a Product or Service be cancelled with our Client for any reason.
  5. We are not responsible to the Reviewer further than to obtain their review and pass it to the Client.
  6. To the Client; these terms and conditions regulate the business relationship between the Client and us. By using Our Website you agree to be bound by the terms and conditions of our Service Level Agreement and the rate stipulated therein.
  7. We provide a market place for the supply of Products and Services. We are responsible to the Client for:
     1. offering the Products and Services you elected;
     2. guiding you in your choice of Products and Services;
     3. all aspects of the provision of the Products and Services;
     4. delivering the elected Products and Services.
  8. Reviewers in any dispute with a Client, should only deal with the Client. Other than informing you, our Client via the website review, we have neither legal obligation nor detailed information about the services rendered by our Client.
  9. As a Client in any dispute with us, we shall attend to any concern raised with us relating to the delivery of our Products and Services as specified in the terms and conditions of the elected Products and Services.
  10. The agreement between the Client and The ReviewA will be on a month-to-month basis, payable in advance, which shall automatically renew each month unless specifically cancelled on notice as described hereunder.
  11. One calendar month’s written notice shall be given by either party to the other prior to the expiry of the previous month.
  12. On cancellation, the Client is responsible for cancelling any credit card payment or debit order payment arrangements themselves.

# Breach of Contract

* 1. In the event that the Client is in breach of the agreement, seven days written notice will be sent to the Client to rectify the breach within a specific time period.
  2. If the Client fails to rectify the breach within the time period, we may suspend your access to the Products and Services on our system as well as reviewers’ access to the system.
  3. We may cancel the agreement and retain all payments made by the Client for damages suffered along with any further claim for further damages resulting from the breach.
  4. If the Client disputes the amount we claim, the onus of proving the amount they claim to be fair, rests upon the Client.
  5. If the matter remains unresolved, it may be referred to arbitration as regulated by the International Arbitration Act No. 15 of 2017. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.

# Payment for Services

* 1. All amounts payable are due by the 1st of each month via credit card (debit order & manual payment on request and approval only) or the next working day thereafter should the 1st fall on a weekend.
  2. Any Products and Services not included in the monthly Products and Services as elected, is payable in advance before the delivery of the Products and Services.
  3. If there is failure to make payment by the Client, we reserve the right to suspend your access to the Products and Services on our system as well as reviewers’ access to the system.
  4. The ReviewA is under no obligation to regain any Products and Services lost during the time the agreement was suspended, due to your breach.
  5. All outstanding fees will attract interest at the maximum rate allowed.
  6. Our fees will increase by 10% per annum on 1 January of each year.
  7. If payments are made using a credit card, the Client remains responsible to ensure that the increased amount is paid with effect from 1 January each year.
  8. The Client will designate the authorised representative responsible for making all necessary information available to us within 5 days of signing this agreement.

# The buying procedure

* 1. Unless it is clear to the contrary, you may assume that every sale is made by the Supplier in the course of its business.
  2. All prices and fees quoted and agreed upon are VAT exclusive until we are required to register as a VAT vendor.
  3. Products and Services will be provided at the times and places specified in the website or otherwise agreed upon with each Client.
  4. You are required to pay in the currency in which the Service is listed for sale on Our Website.
  5. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither a legal right nor set down in these terms and conditions.
  6. For security purposes (yours and ours) we will not permit more than a maximum number of transactions with you in a given period of time.
  7. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given into a page which is in reality a page of our payment service provider.

# Security of your credit card

* 1. We take care to make Our Website safe for you to use.
  2. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
  3. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

# Non-disclosure

* 1. In consideration of disclosure of Confidential Information by the Client, the Supplier now undertakes that it will:
  2. except as provided in this agreement, not divulge to any person whatever, any Confidential Information.
  3. not use the Confidential Information in any way for itself or any other person, except in a way that is authorised by this agreement or by the proper authority of the Client.
  4. before disclosing any Confidential Information to any person:
     1. obtain the consent of the Client;
     2. obtain the signature of the person approved, to the terms of this agreement, in exchange for valuable consideration, so that the person becomes personally bound and liable in the same way as the Supplier.
  5. disclose Confidential Information only to people to whom disclosure is essential and will always take steps to ensure compliance by its employees, agents and sub-contractors with these provisions and will make them aware of the liability if any disclosure should be made by them.
  6. disclose Confidential Information only to those employees of the Supplier to whom it must be disclosed, to enable them to do their job.
  7. not use any name or mark similar to or capable of being confused with any trade name or designation associated with the Client;
  8. not use any trade name or designation associated with the Client derivation of them in its corporate name.
  9. upon request by the Client, promptly deliver to the Client or destroy all media containing Confidential Information then in its custody, control or possession and shall deliver within seven days after such termination or request a written statement to the Client certifying to such action.
  10. The Supplier shall limit access to Confidential Information to those employees or other authorised representatives of the Supplier who is required to personally follow up on complaints posted upon the website for the purpose of informing the Client of all the required information to resolve the issue.

# Security of Confidential Information

* 1. The Supplier agrees and undertakes that it will: 
     1. keep all records of the Confidential Information in all media separate from other records;
     2. keep all records only at its address as specified above (and in particular not to take records in electronic form to any other place);
     3. use its best endeavours to keep confidential (and to make sure that its employees and agents shall keep confidential) any Confidential Information which they may acquire.
  2. The Supplier agrees and undertakes with the other parties that it will not:
     1. store, copy, or use the Confidential Information in any place or in any electronic form which may be accessible to any other person.
     2. remove from its office premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any Confidential Information except as may be necessary in the course of work.

# Ownership and warranty

* 1. All Confidential Information remains the sole property of the Client and no licence or other right is granted or implied by this agreement.
  2. If the Supplier worked in any way on the Confidential Information, then all records of such work shall be owned solely by the Client and treated as Confidential Information of the Client.

# Undertaking not to steal clients and staff

* 1. The Client undertakes with the Supplier that it will not:
  2. solicit or approach any other Client of the Supplier;
  3. set up a business or product or service for sale based on any Confidential Information of the Supplier;
  4. solicit or employ any employee of the Supplier.

# Your Posting: restricted content

* 1. In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.
  2. In addition to the restrictions set out above, a Posting must not contain:
  3. hyperlinks, other than those specifically authorised by us;
  4. keywords or words repeated, which are irrelevant to the Content Posted.
  5. the name, logo or trademark of any organisation other than yours.
  6. inaccurate, false, or misleading information.

# Removal of offensive Content

* 1. For the avoidance of doubt, this paragraph is addressed to any person who visits Our Website for any purpose.
  2. We are under no obligation to monitor or record the activity of any User of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
  3. If you are offended by any Content, the following procedure applies:
  4. Your claim or complaint must be submitted to us in the form available on Our Website or contain the same information as that requested in our form. It must be sent to us by post or email.
     1. we shall remove the offending Content as soon as we are reasonably able;
     2. after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
     3. we may re-instate the Content about which you have complained, or we may not.
  5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
  6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

# Security of Our Website

* 1. If you violate Our Website we shall take legal action against you.
  2. You now agree that you will not, and will not allow any other person to:
  3. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
  4. link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a User who accessed the site by typing the URL into a standard browser;
  5. download any part of Our Website, without our express written consent;
  6. collect or use any product listings, descriptions, or prices;
  7. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
  8. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
  9. share with a third party any login credentials to Our Website;
  10. Despite the above terms, we now grant a licence to you to:
      1. create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
      2. you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

# Copyright and other intellectual property rights

* 1. All Content on Our Website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of Services for sale. It is all protected by international copyright laws.
  2. You may not copy, or in any way exploit any of the content, except as is expressly permitted in this agreement or with our written consent. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

# Interruption to The ReviewA service

* 1. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other reason. We may do so without telling you first.
  2. You acknowledge that our service may also be interrupted for reasons beyond our control.
  3. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our service.

# Indemnity

* 1. You agree to indemnify us against any claim or demand, including reasonable lawyers’ fees, made by any third party due to or arising out of:
  2. your use of our Products and Services;
  3. the breach or violation of this agreement by you;
  4. the infringement by you of any intellectual property or other right of any person or entity;
  5. your failure to comply with any law;
  6. a contractual claim arising from your use of Our Website and purchase of our Products and Services.

# Our disclaimers

* 1. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
  2. We are not liable in any circumstances for special, indirect, consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website.
  3. Our Website and services are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:
     1. of satisfactory quality;
     2. fit for a particular purpose;
     3. available or accessible, without interruption, or without error.

# Disclaimers about our Products and Services

* 1. All of our Products and Services are clearly described on our Website through video presentation and descriptions on our products and services page.
  2. In electing the Products and Services you wish to buy, you agree and accept that you understand the nature and content of the Products and Services.
  3. You the Client indemnifies us from any claim based upon loss, costs and expenses which may arise from your incorrect election of the Products and Services on offer.
  4. Should you feel that the description is not comprehensive enough, we welcome your suggestions on how this may be improved.

# Miscellaneous matters

* 1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
  2. If you are in breach of any term of this agreement, we may:
     1. terminate your agreement and suspend your access to Our Website;
     2. remove or edit Content, or cancel any order at our discretion;
     3. issue a claim in any court.
  3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
  4. No failure or delay by us to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
  5. Any communication to be served on either of the Parties by the other shall be delivered by e-mail. It shall be deemed to have been delivered on receipt of the electronic delivery notification.
  6. No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.
  7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
  8. This agreement does not give any right to any third party.
  9. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute.
  10. In the event of any conflict between any term of this agreement and the provisions of the memorandum of incorporation of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
  11. The validity, construction and performance of this agreement shall be governed by the laws of Mauritius and/or South Africa.
  12. Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

# Signatures

In witness whereof, the parties have executed this Agreement on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2019:

|  |  |  |
| --- | --- | --- |
| The ReviewA |  | Client |
| Authorised Signature |  | Authorised Signature |
| Print Name and Title |  | Print Name and Title |
| Witness 1 |  | Witness 1 |
| Witness 2 |  | Witness 2 |