Service Level Agreement

Entered into between:

ReviewA

(herein after called “the Supplier”)

And

the Client

**Terms and Conditions applicable to the Provider**

These terms and conditions are the contract between you and ReviewA. By using Our Website, you agree to be bound by the terms and conditions as set out below.

# 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 ReviewA subsequent to the date of this agreement. |
| “Client”  “Supplier” | means the establishment buying the product and service/s from the Supplier on a contract basis.  means 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,  “us” “we” etc,  “reviewer”  “agreement” | means you, the Client and party to this agreement.  means us, ReviewA, the Supplier of Products and Services.  means the party reviewing the service rendered by a Client.  means this Service Level Agreement which is legal and binding once it is signed by our Client. |

# Our contract

2.1 The ReviewA offers a range of Products and Services for sale to Clients.

2.2 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.

2.3 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.

2.4 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.

2.5 We are not responsible to the Reviewer further than to obtain their review and pass it to the Client.

2.7 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.

2.8 We provide a market place for the supply of Products and Services. We are responsible to the Client for:

2.8.1 offering the Products and Services you elected;

2.8.2 guiding you in your choice of a Products and Services;

2.8.3 all aspects of the provision of the Products and Services;

2.8.4 delivering the elected Products and Services.

* 1. 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.

2.10 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.

* 1. The agreement between the Client and 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.
  2. One calendar month’s written notice shall be given by either party to the other prior to the expiry of the previous month.
  3. 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 debit order, manual payment or credit card, or the next working day thereafter, should the 1st fall on a weekend.

* 1. 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.
  2. 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.
  3. The ReviewA is under no obligation to regain any Products and Services lost during the time the agreement was suspended, due to your breach.
  4. All outstanding fees will attract interest at the maximum rate allowed.
  5. Our fees will increase by 10% per annum on 1 January of each year.
  6. 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.
  7. 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

We take care to make Our Website safe for you to use.

* 1. 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.
  2. 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.

# Website Terms of Service & Privacy Policy

In signing the Service Level Agreement the Client agrees that they have read and agreed to the policies on our website with reference to;

7.1 How we handle your Content;

7.2 Restrictions on what you may Post on our Website;

7.3 Your Posting: Restricted content;

7.4 Removal of offensive content;

7.5 Security of our Website;

7.6 Copyright and other intellectual property rights;

7.7 Interruption to ReviewA service;

7.8 Indemnity;

* 1. Our disclaimers;
  2. Disclaimers about the Service and miscellaneous matters.

Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2019.

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The Client The Service Provider