MASTER COMMERCIAL TERMS AND CONDITIONS

Version 2. Effective: September 2026

These Master Commercial Terms and Conditions ("Terms") govern all quotations, invoices, Service Level Agreements (SLAs), Retainer Agreements, Statements of Work (SOWs), annexures, schedules and services provided by The Disegno Collective Hub (Pty) Ltd ("the Agency") to clients in any country.

These Terms **supersede and replace all prior contractual terms, agreements, understandings, representations, conditions or arrangements, written or oral,** relating to their subject matter. No prior terms have any effect unless expressly incorporated into these Terms in writing and signed by the Agency.

Acceptance of any quotation, invoice, payment request, written instruction or instruction to proceed constitutes full, unconditional and binding acceptance of these Terms.

THESE ARE OUR STANDARD TERMS FOR ALL ONE-OFF PROJECTS AND SLA/RETAINER CONTRACTS:

1. ORDER OF PRECEDENCE

1.1 If any documents conflict, the following order applies, highest first:

(a) these Terms

(b) the applicable Retainer Agreement or SLA

(c) the applicable Annexure or Schedule

(d) the applicable Statement of Work

(e) any quotation or invoice

1.2 A lower document may vary these Terms only where it expressly names the clause it varies and is signed by the Agency.

1.3 The scope, fees, term and service option set out in a signed Annexure, Schedule or SOW prevail over any general wording in a higher document.

2. ACCEPTANCE AND BINDING EFFECT

2.1 Acceptance may occur by signature (including electronic signature), written confirmation, payment in full or in part, or instruction to commence work.

2.2 These Terms apply to every engagement, whatever the Client's country of registration and wherever the deliverables are used.

3. DEPOSITS AND UPFRONT PAYMENTS

3.1 All one-off projects require a non-negotiable 60% deposit. On written acceptance of a quotation, the Agency issues a deposit invoice, payable in full within forty-eight (48) hours of receipt.

3.2 No work commences, no timelines are reserved and no resources are allocated until the deposit has cleared in full in the Agency's account.

3.3 If the deposit is not paid within 48 hours, project commencement is automatically suspended, without liability to the Agency.

3.4 All deposits are non-refundable, non-transferable and irrevocable. The Client may not dispute, reverse, charge back or claim repayment of a deposit on any ground, including cancellation, change of scope, dissatisfaction, delays or non-use of the services.

3.5 Deposits and minimum charges compensate for capacity reservation, scheduling, administration and opportunity cost, whether or not the project proceeds.

4. REFUNDS, SET-OFF AND INVOICE QUERIES

4.1 Fees paid are non-refundable, except where these Terms state otherwise or the law requires a refund.

4.2 All payments must be made in full, without deduction, withholding, set-off or counterclaim.

4.3 The Client must raise any invoice query in writing within five (5) business days of the invoice date, stating the amount queried and the reason. The Client must pay any undisputed portion by the due date. Invoices not queried within this period are deemed accepted.

5. SCOPE, HOURLY RATES AND TIME CALCULATION

5.1 Services are strictly limited to the agreed scope in the applicable SLA, Annexure, SOW or quotation.

5.2 Third-party costs, including media spend, advertising, subscriptions, tools, stock assets and licences, are excluded unless expressly included in the applicable SLA, Annexure, SOW or quotation.

5.3 Work outside the agreed scope is quoted separately and billed in the currency of the engagement at:

(a) design: ZAR 1,250, USD 110, EUR 90 or GBP 80 per hour

(b) website development: ZAR 1,800, USD 180, EUR 110 or GBP 100 per hour

5.4 A minimum charge of two (2) hours applies to each new project request.

5.5 Time of 31 minutes or more is billed as one full hour. Time of 30 minutes or less is not charged. All time is tracked and itemised on invoices.

5.6 The Agency may change its prices at its discretion on at least thirty (30) days' written notice. Some adjustments may arise from external or third-party factors beyond the Agency's control. The Agency will always aim to remain fair and competitive.

6. CURRENCY, TAXES AND INTERNATIONAL PAYMENTS

6.1 Fees are quoted and invoiced in the currency stated in the applicable quotation, SLA or SOW, and must be paid in that currency to the account stated on the invoice.

6.2 The Client bears all bank charges, intermediary fees, transfer fees and currency conversion costs. A payment counts as made only once the full invoiced amount has cleared in the Agency's account.

6.3 Fees exclude VAT and other taxes, which are added where applicable. If the Client is legally required to withhold tax from any payment, it shall increase the payment so that the Agency receives the full invoiced amount.

7. INVOICING AND PAYMENT TERMS

7.1 Final invoices for one-off projects are issued on project completion, and no later than the 21st of the applicable month.

7.2 SLA and retainer invoices are issued on the 21st of each month, or the next business day if the 21st falls on a weekend or public holiday.

7.3 All final, SLA and retainer invoices are payable within seven (7) business days of receipt, without set-off or deduction.

7.4 An invoice sent by email is deemed received on the day it is sent, or on the next business day if sent on a weekend or public holiday.

7.5 The Client must use the invoice number as the payment reference and email proof of payment to accounts@disegnocollective.com.

7.6 The Client is solely responsible for meeting all payment deadlines. Late or missed payment does not entitle the Client to refunds, extensions, penalties against the Agency, or claims for loss or damage of any nature.

8. SUSPENSION FOR NON-PAYMENT

8.1 Any late payment is a material breach of these Terms.

8.2 Services, including retainer services, are conditional on payment on time. The Agency may pause or suspend services immediately on late or non-payment, and may withhold services, deliverables or access until all outstanding amounts, including interest, are paid in full.

8.3 During suspension, no work is performed, no deliverables are released and no deadlines apply. The Agency bears no liability for any loss arising from suspension for non-payment.

9. LATE PAYMENT AND RECOVERY

9.1 Overdue amounts accrue interest from the due date until paid in full, at 1.5% per month or the maximum rate permitted by applicable law, whichever is lower.

9.2 The Client is liable for all costs of recovering overdue amounts, including collection, enforcement and legal costs on a full indemnity basis.

10. CLIENT RESPONSIBILITIES AND TIMELINES

10.1 Project timelines depend on the Client providing content, approvals, access credentials, feedback and decisions on time.

10.2 Client delay automatically extends all timelines, releases the Agency from liability arising from the delay, and may result in reprioritisation or rescheduling.

10.3 The Agency does not guarantee results, engagement metrics or commercial performance, which may be affected by third-party platforms, market conditions in any territory and other factors beyond its control.

10.4 The Client warrants that it owns or has secured all rights in the materials it supplies, for use in every territory where the deliverables will be published, distributed or used.

10.5 The Client is solely responsible for ensuring that approved deliverables comply with the advertising, consumer protection, labelling, language, accessibility and other laws and platform rules of each territory in which it publishes, distributes or uses them. The Agency does not provide legal or regulatory clearance for any market.

10.6 Translation, localisation and market-specific adaptation are excluded unless expressly quoted.

11. APPROVALS AND REVISIONS

11.1 All projects require written Client sign-off before final files are released. The Agency is not liable for errors in artwork once the Client has approved it in writing.

11.2 Any revision to signed-off work is treated as a new project request, billed separately and subject to the minimum charge in clause 5.4.

12. PRINT PRODUCTION

12.1 The Client is solely responsible for requesting and approving a print proof or sample from its chosen supplier before production, in whichever territory printing takes place.

12.2 The Agency is not liable for printing defects, colour discrepancies, material faults, sizing errors, supplier mistakes, production delays, or losses arising from failure to obtain and approve a print proof.

13. INTELLECTUAL PROPERTY

13.1 Subject to clause 14.4, on full payment of all fees due, ownership of the intellectual property in final approved deliverables transfers to the Client for worldwide use.

13.2 The Agency retains ownership of its pre-existing materials, templates, tools, working files and unselected concepts. Where any of these form part of a final deliverable, the Client receives a non-exclusive, worldwide, perpetual licence to use them as part of that deliverable.

13.3 Third-party assets, including stock imagery, fonts and software, remain subject to their own licence terms. The Client is responsible for licence fees covering its intended territories and use.

13.4 Campaign data belongs to the Client, subject to full payment of all outstanding fees.

13.5 The Agency may show deliverables in its portfolio and marketing unless the Client objects in writing.

14. ARTIFICIAL INTELLIGENCE (AI)

14.1 The Agency may use AI tools in delivering the services, including for research, concept development, copywriting, editing and the generation of imagery, photography, videography and design elements. The Agency uses commercially licensed tools and remains responsible for creative direction and quality review of all deliverables.

14.2 Use of AI does not reduce fees, minimum charges or lead times. Time is billed as time actually spent, in line with clause 5.5. The Agency does not guarantee that AI-assisted work will be faster or cheaper, or that any AI tool will produce a particular result.

14.3 The Client must state in writing in its project request if it requires AI-generated material, or if it prohibits the use of AI for that request. Where AI is prohibited, the Agency may re-quote time, fees and lead times.

14.4 AI-generated material may not qualify for copyright or other intellectual property protection in some jurisdictions. The Agency gives no warranty that AI-generated material is original, exclusive to the Client, protectable, registrable as a trade mark, or free from third-party claims. Any rights the Agency holds in AI-generated material transfer to the Client under clause 13.1 on full payment, and no further rights are promised.

14.5 AI tools may produce material that resembles third-party works or output generated for others. The Client is responsible for trade mark searches, legal clearance and similarity checks before using AI-generated material in any market. The Agency will not use AI generation as the primary source of logos, brand marks or other identifiers the Client intends to register or protect, unless the Client requests this in writing and accepts the risk.

14.6 The Agency will not generate the likeness or voice of an identifiable real person, or deliberately imitate a named living artist or another brand, without written consent supplied by the Client. The Client warrants that any consent it supplies is valid.

14.7 The Client consents to the Agency processing Client materials through AI tools for its projects, and must not supply materials it lacks the right to use in this way. The Agency will not knowingly enter Client confidential information or personal data into AI tools that use inputs to train publicly available models.

14.8 The Client must review all AI-assisted content, including copy, translations, data and factual claims, for accuracy before approval. Clause 11.1 applies, and the Agency is not liable for errors in AI-assisted content once approved.

14.9 The Client is responsible for any labelling or disclosure of AI-generated or AI-altered content required by law or platform rules in each territory where it is used, including under the EU Artificial Intelligence Act where applicable. On request, the Agency will identify which deliverables contain AI-generated material.

14.10 Generation credits, licences or subscriptions required specifically for Client projects are third-party costs under clause 5.2 unless included in the applicable SLA, Annexure, SOW or quotation. The Agency is not liable for changes to the availability, terms or pricing of third-party AI tools.

15. DATA PROTECTION AND CONFIDENTIALITY

15.1 Each party shall process personal data in line with the data protection laws that apply to it, including, where relevant, the Mauritius Data Protection Act 2017, the South African Protection of Personal Information Act 4 of 2013, the EU and UK General Data Protection Regulations, and applicable United States federal and state privacy laws.

15.2 The Client is responsible for securing a lawful basis and any required consents for personal data it supplies to the Agency or collects through the deliverables in each market.

15.3 Each party shall keep confidential the terms of any engagement and any proprietary information disclosed by the other party, except where disclosure is required by law.

16. SLA AND RETAINER TERM AND CANCELLATION

16.1 After the Initial Period (where applicable), an SLA or retainer continues on a rolling monthly basis. Notice of cancellation must be given in writing, with a minimum of one (1) full calendar month's notice.

16.2 The Client remains fully liable for all invoices issued during the notice period, whether or not it uses the services.

16.3 If the Client terminates during a fixed Initial Period, all remaining fees for the committed term become immediately due and payable.

16.4 The Agency may suspend or terminate immediately for non-payment, chargebacks, insolvency or material breach.

16.5 On termination attributable to the Client, all outstanding sums and remaining committed fees accelerate and become immediately payable.

17. CHARGEBACKS AND CARD PAYMENTS

17.1 Initiating a chargeback or payment dispute is a material breach.

17.2 The Client indemnifies the Agency against all chargebacks, reversals, penalties, administrative fees and dispute handling costs.

18. PERSONAL SURETYSHIP

Where a director, member or authorised signatory of the Client signs a suretyship section in an SLA, Retainer Agreement, SOW or quotation, or a separate deed of suretyship, that person binds themselves personally as surety and co-principal debtor, jointly and severally with the Client, for all of the Client's obligations under these Terms.

19. LIMITATION OF LIABILITY

19.1 To the fullest extent permitted by law, the Agency's total aggregate liability shall not exceed the fees paid by the Client in the preceding one (1) month.

19.2 The Agency is not liable for indirect, incidental, special, consequential or economic loss, including loss of profit, revenue, business, opportunity, reputation or data.

19.3 Nothing in these Terms excludes liability for fraud, wilful misconduct or any liability that cannot lawfully be excluded.

20. FORCE MAJEURE

The Agency is not liable for any failure or delay in performance caused by events beyond its reasonable control, including fire, flood, natural disaster, epidemic, war, riot, civil commotion, strike, labour unrest, breakdown of plant or equipment, acts or omissions of public authorities, changes in law or regulation, power or internet outages, and third-party platform or service interruptions.

21. GOVERNING LAW AND DISPUTES

21.1 These Terms are governed by the laws of the Republic of South Africa.

21.2 The parties shall first try to resolve any dispute in good faith within fourteen (14) days of written notice of the dispute.

21.3 Unless the applicable SLA, Retainer Agreement or SOW states otherwise, any dispute not resolved under clause 21.2 shall be finally resolved by arbitration under the Arbitration Rules of the Mauritius International Arbitration Centre (MIAC), by a sole arbitrator, seated in Port Louis, Mauritius, and conducted in English.

21.4 Nothing in this clause prevents the Agency from approaching any competent court in any jurisdiction where the Client holds assets or carries on business, to recover undisputed debts or obtain urgent interim relief.

22. GENERAL

22.1 The Agency may update these Terms by issuing a new version with an effective date. A new version applies to quotations and SOWs issued from that date. For signed SLAs and Retainer Agreements, it applies after the Initial Period on thirty (30) days' written notice.

22.2 These Terms are written in English. The English version prevails over any translation.

22.3 If any provision is found to be unenforceable, the remaining provisions stay in full force and effect.

The Disegno Collective Hub (Pty) Ltd is a company registered in the Republic of South Africa
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