

The following conditions constitute the Effective Intelligence (EI) standard terms of service (the "terms")

Quotes, costs and payments

1. **Quotes.** On receipt of an inquiry for services, EI will issue a quote to be accepted by the client. The quote will generally include the scope of work, terms of delivery, costs and payment terms.
2. **Cost variation.** Should the client change the scope of work, EI will be entitled to revise the original quote for acceptance or rejection by the client. In instances where a EI representative may have misquoted, EI shall have the right to submit a revised quotation for acceptance or rejection by the client.
3. **Terms of payment.** The terms for payment shall either be on a prepaid basis or 30 days from the date of invoice. Clients shall not be entitled to set off claims against any amounts payable to EI under these "terms" or arising from any other cause that may now or later exist. Time for payment to EI is of the essence of these "terms".
4. **Collection of overdue amounts.** Interest at Prime plus 2.5% will be charged and become payable on overdue accounts. In the event of EI having to resort to legal process for the collection of monies , all legal charges and collection costs incurred shall be payable by the client on the basis of attorney and client charges.
5. **Cancellation.** Should EI accept a cancellation, the client hereby agrees that EI shall be paid in full, for all work done or contracted to the time of cancellation, on presentation of the EI bill.

EI services: contact updates, data enrichment, lists rental and analytics

6. **Data Services.** EI will apply all reasonable care in all the steps involved in processing the clients' data.
7. **Time.** Time is not to be deemed the essence of these "terms" unless complete information as to the consequences resulting from delay, are disclosed to EI prior to these "terms" being accepted, and EI agree in writing that time is made the essence of the "terms". Whilst every effort is made to execute the order within the time quoted, no warranty is given as to this. Should the client be responsible in any way for delay, this will automatically negate any previously agreed delivery date.
8. **Client's property.** Although EI apply all reasonable care in all the steps involved in processing the clients' data and associated property whilst on EI premises, EI does not accept legal liability for any loss or damage to the same or any consequential damages, unless gross negligence is proven.

9. **Legislative information.** Information concerning legislation will be given to clients on request, but no responsibility can be accepted for the accuracy of such information.

EI Database

10. **Data accuracy.** The data in the EI database is based on information taken from many public and private sources. EI takes everybody at his/her own description or at the description given to him/her by our sources. EI does not collate lists from direct knowledge of any particular group, trade or occupation. While every reasonable effort is made to compile names and contact details accurately and completely, no warranty is given that any information in the EI database is 100% complete or accurate.
11. **Data Rental.** Data rental is for one time usage only. The data may not be re-used or copied or kept in any form after usage without prior written arrangement. Usage of the data is restricted to the terms agreed for the specific campaign.
12. **Data Purchase.** Data purchase entitles the client to unlimited usage of data provided that such data is not sold or passed onto any third party.

Promotional material

13. **Promotional material:** The client will submit to EI on demand a sample of the mailing pieces, telephone transcripts or any other marketing or solicitation material that will be conveyed to the customers through the data rental or data services.
14. **Defamatory or illegal material or activities.** Any order is accepted by EI, on the basis that the client warrants that any promotional material does not contain anything which constitutes an infringement of copyright, is defamatory or infringes any laws, and that we are hereby indemnified by the client in respect of any claims made against EI, by reason of anything contained therein constituting such an infringement.

The contract

15. **Overriding Conditions.** Should some of these "terms" be part of another contract, the clauses drafted in the main contract will supersede those included here.
16. **Any changes** to these "terms" shall be by mutual consent, signed and recorded in writing (letter, e-mail, or sms)
17. **Invalid clauses.** Should any provisions of these "terms" be invalid, it will be severable and the remaining terms shall remain in full force and effect.

18. **Force majeure.** Should EI be prevented from, or delayed, in carrying out this contract by reason of acts of God; war; lock-outs; strikes; stay aways; riots; civil commotion; floods; mutinies; fire; postal delay; technical disruptions or other unexpected or exceptional cause, or circumstances beyond EI control, the time for delivery shall be extended until a reasonable time after the cause preventing or interfering with the delivery has ceased. EI shall not be liable for any loss or damage suffered by clients as a result thereof.
19. **Dispute Resolution.**
- a. Any dispute arising from or in connection with these "terms" shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator/s appointed by the Foundation.
 - b. The laws of the Republic of South Africa shall govern the interpretation of these terms.
20. **The parties choose the addresses set out in these "terms" for receiving legal documentation.** Our chosen address shall be: Effective Intelligence, Unit A1 Clareview Business Park, 236 Lansdowne Road, Claremont, 7708.
21. **Relaxation.** No failure, delay, relaxation or indulgence on the part of the parties in exercising any power or right conferred upon it in terms of these "terms" shall operate as a waiver of such power or right, nor shall these be deemed to be a novation of any of the "terms".
22. **Cession.** Any rights or obligations in these "terms" may not be ceded, assigned, or otherwise transferred without the prior written consent of the other party.
23. **Sequestration/judicial management.** In the event of the client being placed under a provisional or final order of sequestration or judicial management, or in the event of the client effecting a compromise with creditors, then EI shall, without prejudice to any other rights be entitled to:
- a. claim immediate payment of the full balance of the contract price outstanding as well as payment of all other sums due to EI, including interest as specified in clause 4 above;
 - b. or to retake possession of EI copyrighted material; and to claim any damages which EI may have suffered.
24. **Consequential loss.** EI does not accept any responsibility for consequential loss or damages. In no circumstances shall EI liability resulting from complaints made in good time, exceed the value of EI pro rata charge made for the specific items offered as evidence of EI errors. In no circumstances shall any claim exceed the EI invoice charge.

IP, copyright, privacy and confidentiality

25. **Intellectual property, copyright.** All intellectual property rights including Copyright and licenses in the data, reports, databases and software are vested in EI. In certain circumstances the Client may wish to negotiate the release or purchase of such rights.
26. **Data privacy.** EI and the staff are fully aware of and respect the Constitutional rights to privacy. EI also adhere to the provisions of the Access to information Act and maintain the confidentiality of any proprietary data sources.
27. **Confidentiality.** Both parties undertake in consequence to this agreement not to reveal to any third party the confidential information, intellectual property, material or dealings or any information concerning the transactions or affairs of both parties and shall not use or attempt to use any such information in any manner. This includes not divulging EI name as a source of the data.