



8/20/2026

PE Marketing — Standard Terms and Conditions

PE Marketing Website Design & Online Solutions (Pty) Ltd.

16 Mildon Road, Walmer Downs, Gqeberha (Port Elizabeth)

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Effective Date: 20 August 2026

1. GENERAL

1.1 These terms and conditions form the entire agreement between PE Marketing Website Design & Online Solutions (Pty) Ltd. (collectively referred to as “PE Marketing”, “we”, “us”, or “our” in this Terms and Conditions notice) and the Customer (“the Customer”) whose name appears on the Service Level Agreement, relating to the sale and purchase of goods or services appearing on the invoice (“the Goods”). Where a prior written agreement or verbal agreement exists between PE Marketing and the Customer with respect to goods, the provisions of that agreement shall in all cases prevail over these terms and conditions, except in the instance where such prior written agreement would result in the National Credit Act 34 of 2005 having application.

1.2 In the event that the Customer enters into a licence to use any software and/or data comprised in the goods or services appearing on any invoice, these terms and conditions shall continue to have effect, but the terms of such licence shall be read together with these terms and conditions. In the event of a conflict, such licence terms shall, insofar as the conflict exists, prevail over these terms and conditions.

1.3 Orders are accepted by PE Marketing Website Design & Online Solutions (Pty) Ltd. subject to availability of stock. We reserve the right to deliver the goods in two or more instalments.

1.4 PE Marketing Website Design & Online Solutions (Pty) Ltd. reserves the right to withhold further supplies in the event of any breach of any of these terms and conditions or for any other reason which we consider warrants such actions. In this event, the Customer agrees that PE Marketing shall not be liable for any consequential damages suffered by the Customer as a result of such withholding of supplies for whatsoever reason. The Customer hereby indemnifies PE Marketing Website Design & Online Solutions (Pty) Ltd. in this regard in respect of all or any such claims made by third parties.

2. PAYMENT

2.1 The purchase price of the goods shall be paid by the Customer to PE Marketing Website Design & Online Solutions (Pty) Ltd. without any deduction or set-off within the period stipulated on the invoice.

2.2 If more than one delivery is made, then each delivery will be invoiced and shall be paid for separately.

2.3 PE Marketing Website Design & Online Solutions (Pty) Ltd. does not extend credit to any Customer in terms of the National Credit Act, and all accounts due are payable within 30 days of the date of the invoice.

2.4 In the event of a dispute with regard to part of any amount owing in respect of any invoice, the Customer shall nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of payment.

2.5 All goods supplied by PE Marketing Website Design & Online Solutions (Pty) Ltd. to the Customer shall remain the property of PE Marketing Website Design & Online Solutions (Pty) Ltd. until the purchase price in respect thereof has been paid in full.

3. DISCOUNTS

3.1 The price of the goods sold to the Customer is strictly net and not subject to any discounts or set-offs unless otherwise agreed to in writing by PE Marketing Website Design & Online Solutions (Pty) Ltd.

3.2 If any discount is agreed to in writing, it shall only apply to the actual price of the goods themselves and not to value-added tax (VAT), transport costs, insurance, storage charges, or other duties or taxes. Discounts will not be allowed on overdue payments.

4. DELIVERY

4.1 Delivery shall be completed when the goods are off-loaded at the destination stated by the Customer if the goods are to be transported by means of PE Marketing's vehicle, or delivery shall be completed when the goods are loaded if they are to be transported by the Customer. Delivery shall be completed when the goods are loaded into a carrier engaged (whether by PE Marketing or the Customer) to transport the goods to the Customer. Provided, however, that if the goods are forwarded to the Customer by means of normal post, it will be assumed that the goods were delivered to the Customer unless the Customer notifies us in writing within a period of 30 (thirty) days from the date of the invoice that they did not receive the goods. It will further be assumed that the consumer inspected the goods and accepted their quality.

4.2 Should PE Marketing, at the Customer's request, agree to engage a carrier to transport the goods to the Customer, then:

- (a) PE Marketing Website Design & Online Solutions (Pty) Ltd. is authorised to engage a carrier on such terms and conditions as it deems fit; and
- (b) The Customer indemnifies PE Marketing against all demands and claims which may be made against it by the carrier so engaged and all liability which PE Marketing may incur to the carrier arising out of the transportation of the goods.

4.3 The risk in the goods shall pass to the Customer on delivery of the goods as provided above. It is furthermore agreed that the Transport Agent acts as Agent for and on behalf of the Customer. Delivery to the Transport Agent will constitute delivery to the Customer, and the Agent must inspect the goods on behalf of the Customer.

4.4 PE Marketing shall not be liable under any circumstances for any complaint or claim for any alleged shortage in delivery or defect in the goods after delivery to the Customer or the Customer's agent.

4.5 The signature of the employee or agent of the Customer which appears on PE Marketing Website Design & Online Solutions (Pty) Ltd.'s official delivery note, invoice, waybill, or delivery note of any authorised independent carrier, shall constitute conclusive evidence of delivery of the goods purchased.

4.6 If more than one delivery is to be made, then the provisions of this Clause 4 shall apply to each delivery.

4.7 Time of delivery shall not be of the essence, although all reasonable steps will be taken to ensure timely performance, and the Customer will receive notice of any

unreasonable delay.

5. SET-OFF

5.1 In the event of PE Marketing Website Design & Online Solutions (Pty) Ltd. or any holding, subsidiary, fellow subsidiary, or other division of PE Marketing becoming indebted to the Customer, we may set off such indebtedness against any monies which may be or become owing by the Customer to us.

6. EXCLUSIONS AND LIMITATION OF LIABILITY

6.1 PE Marketing Website Design & Online Solutions (Pty) Ltd.'s liability to the Customer for any damages sustained by the Customer from any cause whatsoever, including any damages arising out of our negligence or that of our servants, agents, or sub-contractors, shall in any event and under all circumstances be limited to the replacement at our premises of the goods which, at the date of delivery thereof, are subject to a patent defect arising from defective materials.

6.2 Except as provided in 6.1 above, PE Marketing Website Design & Online Solutions (Pty) Ltd. shall in no circumstances whatsoever be liable for any loss of profit or any damage, direct or indirect, consequential or otherwise, sustained by the Customer, whether or not caused by the negligence of PE Marketing Website Design & Online Solutions (Pty) Ltd., its agents, or employees.

6.3 Insoever as any of PE Marketing's obligations under the contract are carried out by any of its servants, agents, sub-contractors, associates, or subsidiaries, the provisions of 6.1 and 6.2 above are stipulated for their benefit as well as for PE Marketing, and each of them is hereby indemnified and exempted by the Customer from any such liability.

6.4 The Customer shall not have any claim of any nature whatsoever against us for any failure by PE Marketing to carry out any of its obligations under its contract with the Customer as a result of causes beyond our control. This includes, but is not limited to, strikes, lockouts, shortages of labour or materials, transport delays, accidents of any kind, defaults or delays by any sub-contractor or supplier, riots, political or civil disturbances, the elements, acts of State or Government, delays in securing permits, consents, or approvals required by PE Marketing, or any other cause beyond our absolute and direct control.

7. WARRANTY

7.1 Save as provided for in Clause 6.1, all goods are in good working order, are of good quality, and are without defects.

8. DEFAULT

8.1 Should the Customer default in paying his account strictly on due date or commit a breach of any of the terms or conditions of his contract with PE Marketing Website Design & Online Solutions Pty Ltd. or, being an individual, die or be provisionally or finally sequestrated or surrender or make application to surrender his estate or commit any act of insolvency; or being a partnership, the partnership is terminated or commits any act of insolvency; or being a company or close corporation is placed under a provisional or final order of liquidation or judicial management; or is placed under business rescue; or has a judgment recorded against it which remains unsatisfied for seven days, or compromises or attempts to compromise generally with any of the Customer's creditors; or enters into any transaction which has the effect of changing the beneficial ownership of the customer's business; or if the Customer is a company or close corporation enters into a transaction which has the effect of a change in the effective control of the company or close corporation; then, without prejudice to any other right may have; (a) PE Marketing shall be entitled, but not compelled, forthwith to demand that the whole amount outstanding by the Customer from whatsoever cause arising, be paid immediately; and (b) PE Marketing shall furthermore be entitled to cancel any agreement which exists between it and the Customer suspend the carrying out of any of its then uncompleted obligations, in which event the Customer shall have no claim or claims whatsoever nature against PE Marketing arising out of. Initial such cancellation or the suspension by PE Marketing to carry out any obligations.

8.2 PE Marketing's rights in terms of 8.1 above shall not be exhaustive and shall be in addition to its common law rights.

8.3 No relaxation which PE Marketing Website Design & Online Solutions Pty Ltd. may have permitted on any one or more occasion in regard to the carrying out of the Customer's obligations shall prejudice or be regarded as a waiver of our rights to enforce its obligations on any subsequent occasion.

8.4 Upon the cancellation of the contract between us and the Customer for any reason whatsoever: (a) All amounts then owed by the Customer to PE Marketing Website Design & Online Solutions Pty Ltd. from any cause whatsoever shall become due and

payable forthwith; and (b) we may retake possession of all the goods in respect of which ownership has not yet passed.

9. JURISDICTION

9.1 The Customer agrees that PE Marketing Website Design & Online Solutions Pty Ltd. shall be entitled but not obliged to institute any proceedings against the customer arising out of its contract with the Customer for the full balance outstanding in any Magistrate's Court having jurisdiction over the Customer from time to time notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court. Further, the Customer agrees to be liable for all legal costs including costs on the scale as between attorney and his own client and collection charges and tracing fees.

9.2 A certificate by any director or manager of PE Marketing Website Design & Online Solutions Pty Ltd. showing the amount due and owing by the Customer to PE Marketing at any given time shall be prima facie evidence of the amount due by the Customer and such certificate shall be sufficient for purposes of judgment, summary judgment or provisional sentence or other legal proceedings.

10. DOMICILIUM

10.1 The Customer nominates its physical address as reflected on the face of the Service Level Agreement to which these Terms and Conditions are annexed, as its domicilium citandi et executandi for service upon it of all notices and processes whether in connection with any claim or any sum due to PE Marketing Website Design & Online Solutions Pty Ltd. or otherwise.

11. NEGOTIABLE INSTRUMENTS

11.1 Any promissory note, bill of exchange or other negotiable instrument received by PE Marketing Website Design & Online Solutions Pty Ltd. from the Customer shall not constitute a novation of the debt for which it is given to PE Marketing Website Design & Online Solutions Pty Ltd..

12. RETURN OF THE GOODS

12.1 If, in the exercise of its discretion, PE Marketing Website Design & Online Solutions Pty Ltd. shall agree, at the written request of the Customer, to accept the

return of any of the goods, which goods were correctly supplied by PE Marketing Website Design & Online Solutions Pty Ltd. and are not faulty or subject to any claim. In such event, we shall be entitled to claim from the Customer a handling charge of 10% (ten per centum) of the invoice price of the goods so returned. Nothing in this clause detracts from any customer his rights in terms of the Consumer Protection Act 68 of 2008.

13. INSURANCE

13.1 With effect from the date of delivery of the goods to the Customer, or its agent (as defined in this agreement), the Customer shall at all times keep the goods sold to it adequately insured against all forms of loss.

13.2 Pending payment to PE Marketing for the goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods are hereby ceded to PE Marketing.

14. LAW APPLICABLE

14.1 The Laws of the Republic of South Africa are the laws applicable to this agreement.

15. CESSION OF DEBTORS

15.1 The Customer does hereby irrevocably and in rem suam cede, pledge, assign transfer and make over unto and in favour of PE Marketing Website Design & Online Solutions Pty Ltd. all its right, title, interest, claim and demand in and to all claims of whatsoever nature and description and however arising which the Customer may now or at any time hereafter have against all and any person, companies, corporations, firms, partnerships, association, syndicates and other legal personae whomsoever ("debtor's debtors") without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer to PE Marketing Website Design & Online Solutions Pty Ltd. from whatsoever cause arising and for the due performance of every other obligation howsoever arising which the Customer may be or become bound to perform in favour of PE Marketing Website Design & Online Solutions Pty Ltd..

15.2 Should it transpire that the Customer entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debt which will from time to time be subject to this cession, then this cession shall operate as a

cession of all the Customer's reversionary rights.

15.3 The Customer hereby undertakes that, if and whenever PE Marketing Website Design & Online Solutions Pty Ltd. will so require, the Customer will, not later than the 7th day of every month, deliver to PE Marketing Website Design & Online Solutions Pty Ltd. a schedule supplied by a director of all amounts which will have been owing to the Customer by its debtors on the last day of the preceding month reflecting thereon the amounts so owing by each debtor and the name and last known address of such debtor.

15.4 Whether or not the Customer's debtors will have been notified of the cession of all sums of money which the Customer will collect from its debtors or any of them shall be collected and received by the Customer as agents on PE Marketing's behalf provided that we shall be entitled at any time to terminate the Customer's payments on account of the debts in respect of which the Customer's mandate has been terminated.

15.5 The Customers agrees that PE Marketing Website Design & Online Solutions Pty Ltd. shall be entitled at any time or times hereafter to give notice of its cession to all or any of the Customer's debtors and to take such steps as they may deem for to recover the amounts respectively owing by the Customer's debtors to the Customer from time to time and for the time being provided that PE Marketing shall be obliged to refund any amounts to the Customer which is in excess of the amount to which the Customer will at that stage be indebted to PE Marketing.

15.6 The Customer warrants that PE Marketing Website Design & Online Solutions Pty Ltd. will at all times, while this cession remains in force, be entitled through its duly authorised representatives to inspect all or any of the Customer's records relating to any of the debts covered by the cession.

16. NON VARIATION

16.1 No variation, alteration, amendment or consensual cancellation of any of these terms and conditions shall be of any force or effect, unless in writing and signed by the parties hereto.

16.2 No waiver or abandonment by PE Marketing Website Design & Online Solutions Pty Ltd. of any of its rights in terms of this application and these terms and conditions shall be binding on it unless such waiver or abandonment is in writing and signed by it.

17. MISCELLANEOUS

17.1 Severability Should any part of this agreement for any reason be declared invalid, such decision shall not affect the validity of the remaining provisions, which remaining provisions shall remain in full force and effect as if this agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this agreement without including any such parts or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

17.2 Modification and Waiver Waiver or breach of this agreement by either party shall not be considered a waiver of any subsequent breach.

17.3 Assignment This agreement is not assignable or transferrable by the Customer. Nevertheless, the rights and obligations of PE Marketing Website Design & Online Solutions Pty Ltd. in terms hereof shall be assignable or transferrable without the written consent of the client.

17.4 Counterparts Each person executing this agreement on behalf of a party hereto represents and warrants that such person is fully and duly authorised to do so on behalf of such party with full right and authority to execute this agreement and to bind such party with respect to all of its obligations herein. This agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17.5 Non-solicitation of Employees During this agreement and for two years after the term of this agreement expires, the Customer will not solicit the employment of or employ the personnel of PE Marketing Website Design & Online Solutions Pty Ltd., without the prior written consent of PE Marketing.

17.6 Force and Majeure PE Marketing Website Design & Online Solutions Pty Ltd. shall not be responsible for delays or failures (including any delay by PE Marketing Website Design & Online Solutions Pty Ltd. to make progress in the prosecution of any services), if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God, or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargos, earthquakes, electrical outages, computer or communications failures and severe weather and acts or omissions of sub-contractors or third parties.

17.7 Suretyship This Application is conditional upon completion of the Deed of

Suretyship attached hereto by person or persons on behalf of the Customer.

In addition to the standard terms and conditions, the following applies for all digital projects.

18. ESTIMATES

PE Marketing Website Design & Online Solutions Pty Ltd. may provide Clients with initial estimates, otherwise referred to as quotations, for projects on request. The final project value may vary from the initial quotation if additions are requested to the original scope of work.

PE Marketing Website Design & Online Solutions Pty Ltd. will provide quotations in writing by email to Clients, which will include a hyperlink to these Terms and Conditions. Acceptance by a Client of a PE Marketing Website Design & Online Solutions Pty Ltd. estimate is subject to acceptance of the terms and conditions unless specifically agreed in writing between the Client and PE Marketing to the contrary.

19. INVOICING & PAYMENT TERMS

19.1 PE Marketing Website Design & Online Solutions (Pty) Ltd.'s standard payment terms are Cash on Delivery (COD).

19.2 New projects require a 50% upfront payment prior to the commencement of any development work. The remaining final balance must be paid in full before the project is officially made live on the internet.

19.3 Monthly retainer and hosting invoices will be issued by the 25th of each month and must be paid in full within seven (7) business days from the date of the invoice.

19.4 In the event that website development costs have been structured into an agreed payment plan, PE Marketing Website Design & Online Solutions (Pty) Ltd. shall remain the sole owner of the website framework, design, and code until all development work has been paid for in full as per the initial quotation.

19.5 PE Marketing Website Design & Online Solutions (Pty) Ltd. reserves the right to adjust and increase monthly pricing annually in line with the official South African inflation rate, utilizing the latest available Consumer Price Index (CPI) Headline Report published by Statistics South Africa.

19.6 All service fees, third-party plugin extensions, and software theme renewals are subject to currency fluctuations based on the prevailing South African Rand (ZAR) to United States Dollar (USD) exchange rate.

20. PROJECT TERMS

20.1 Unless expressly agreed in writing to the contrary, PE Marketing Website Design & Online Solutions (Pty) Ltd. shall not accept liability or be held responsible for any unforeseen delays in completing a development or design project.

20.2 In the event of an unavoidable delay in the completion of a project, PE Marketing Website Design & Online Solutions (Pty) Ltd. will communicate the reasons for such delays to the Client in writing via email.

20.3 All website content—including but not limited to text copy, branding assets, product descriptions, and high-resolution images—must be provided by the Client within two (2) weeks of the initial deposit being paid to commence the project.

20.4 All Graphic Design source material and content instructions must be provided by the Client within one (1) week of the initial deposit being paid to commence the project.

20.5 It is the sole responsibility of the Client to provide all necessary project content within the timeframes stipulated in Clauses 20.3 and 20.4. Should the Client delay the delivery of this content, PE Marketing Website Design & Online Solutions (Pty) Ltd. reserves the right to renegotiate both the final project cost and the expected completion date. In such instances, PE Marketing reserves the right to pause all development work and request that any outstanding balances for work completed to date be settled in full before the project is permitted to continue.

21. ONGOING MAINTENANCE AND SUPPORT

21.1 Any necessary technical fixes or adjustments for newly built websites must be identified and reported by the Client within a fourteen (14) day period from the official "go-live" date. If faults are identified after this period and the Client is not on an active Website Maintenance Agreement, a formal quotation will be issued to resolve the issues.

21.2 PE Marketing Website Design & Online Solutions (Pty) Ltd. cannot future-proof its services or digital products. Once a Client has officially signed off on a completed project, the sole responsibility to maintain, monitor, and update the website framework, modules, third-party plugins, and design themes becomes the Client's responsibility,

unless a formal Website Maintenance Agreement has been signed with us to cover such technical requirements.

21.3 For Clients who have their website designed by us and their active domain hosted on a PE Marketing server, but do not have a dedicated Website Maintenance Agreement, we include a standard monthly allowance of up to one (1) hour of free, minor website maintenance. This allowance is strictly limited to simple text paragraph updates, swapping images, or updating business contact information. Any changes that are more detailed, complex, or exceed the cumulative one-hour limit per month will be billed automatically at our standard hourly rate.

21.4 A Website Maintenance Agreement does not imply constant active monitoring or "eyes on the website" at all times by PE Marketing. Any emerging display glitches, broken items, or functional issues must still be actively reported to PE Marketing by the Client for troubleshooting.

21.5 Core software development faults or security vulnerabilities within third-party plugins or themes used on a website are explicitly excluded from standard maintenance agreements. Because resolving these errors typically requires the direct intervention of the original external software developers, such faults will be investigated and quoted for separately.

21.6 Hosting and server-side website faults remain the exclusive responsibility of the respective infrastructure provider. PE Marketing accepts zero liability or troubleshooting obligations under any maintenance layout if the Client's website is hosted with an external third-party provider.

21.7 If required, PE Marketing's Director or designated consultant may attend external business meetings. Such consultations must be arranged well in advance and, unless prior written arrangements have been made, will be strictly limited to one (1) meeting per month with a maximum duration of one (1) hour. All external meeting attendances will be billed at our standard professional consulting rate.

22. TERMINATION OF SERVICE

22.1 Cancellation of any ongoing products, hosting subscriptions, or retainer services may be requested by either party at any time, subject to a notice period of one (1) full calendar month. All cancellation requests must be submitted formally in writing via email to PE Marketing Website Design & Online Solutions (Pty) Ltd.

22.2 For the purposes of Clause 22.1, a calendar month notice period runs from the first day of a month to the last day of that same month. (For example, if notice is given on the 15th of March, the notice period will officially commence on the 1st of April and conclude on the 30th of April).

22.3 In the event that the Client attempts to cancel, abandon, or breach this agreement prior to the full completion of the contract or the official calendar month cancellation period, PE Marketing Website Design & Online Solutions (Pty) Ltd. reserves the immediate right, without prejudice to any other legal remedies, to enforce any or all of the following measures:

- (a) Suspend, deactivate, or completely remove any website frameworks, graphics, digital content, online advertising campaigns, and server profiles created or managed by us;
- (b) Revoke and uninstall any software resources, systems, or official ESET Internet Security licences registered or paid for by PE Marketing; and
- (c) Initiate formal legal proceedings against the Client to recover all remaining contract values, outstanding balances, legal fees, and damages resulting from the contractual breach.

23. 3RD PARTY SERVICES

23.1 PE Marketing Website Design & Online Solutions (Pty) Ltd. may recommend or offer third-party platforms and integrations—including but not limited to Google tools, payment gateways, analytics frameworks, and tracking systems—to enhance the digital performance of the Client's website.

23.2 PE Marketing reserves the right to include the technical configuration, integration, and ongoing maintenance of these third-party platforms as itemised costs within our quotations and proposals.

23.3 Under no circumstances shall PE Marketing Website Design & Online Solutions (Pty) Ltd. be held liable, accountable, or legally responsible to the Client for any service interruptions, unexpected layout breakages, data synchronization errors, sudden pricing adjustments, or the complete cancellation of services by any external third-party provider.

24. WEBSITE DEVELOPMENT AND DESIGN TERMS AND CONDITIONS

24.1 Content Delivery Deadlines: As stipulated in Clause 20.3, all project content must be delivered within two (2) weeks of deposit payment. Failure to do so grants PE

Marketing Website Design & Online Solutions (Pty) Ltd. the immediate right to pause production, adjust project timelines, renegotiate final fees, and request interim settlement for all milestones completed to date.

24.2 CMS Platform Updates: Content Management System (CMS) websites, such as Joomla, require routine updates to core frameworks, plug-ins, and themes to remain stable. If the Client has not opted for a monthly Website Maintenance Agreement, the deployment and financial costs of these updates remain the exclusive responsibility of the Client. Individual technical updates can be quoted for separately on an on-demand basis.

24.3 Out-of-Scope Revisions: Any additional webpages, extra images, or structural layout revisions requested by the Client that exceed the original, signed Scope of Work will attract additional fees billed at our standard hourly development rate.

24.4 E-Commerce Shipping Configurations: All online store configurations include "Flat Rate" shipping models as standard. It is the sole responsibility of the Client to negotiate delivery logistics with their preferred courier supplier and provide PE Marketing with specified flat-rate tiers. The sourcing, purchase, and advanced configuration of dynamic live-courier calculation plug-ins are strictly excluded from the standard build scope unless explicitly itemised in the quotation.

24.5 E-Commerce Payment Gateways: Online shops will be deployed with PayFast, PayPal, and Electronic Funds Transfer (EFT) as the default processing options. The Client is entirely responsible for registering their own corporate accounts directly with PayFast or PayPal and securely providing the necessary integration credentials to PE Marketing.

24.6 Copyright Indemnity: The Client guarantees that all materials provided to PE Marketing—including text copy, articles, graphics, corporate logos, photographs, and video files—are either owned entirely by the Client or are completely free from third-party copyright infringements. The Client hereby completely indemnifies PE Marketing Website Design & Online Solutions (Pty) Ltd. against any legal actions or financial damages arising from unauthorized media use.

24.7 Security, Malicious Code, and Data Integrity: While PE Marketing implements industry-standard security plug-ins and server precautions to protect website infrastructure, we cannot guarantee absolute immunity from digital threats. PE Marketing accepts zero liability for damages, loss of business, or costs resulting from unexpected system compromises, malicious code infections, or accidental data deletions.

24.8 Technological Deprecation: PE Marketing accepts no responsibility for websites that stop functioning correctly over time due to technical deprecation or becoming "outdated." Digital environments change rapidly; new internet browser updates, hosting environment changes (such as PHP version upgrades), and outdated web code can cause historical platforms to break. PE Marketing is under no obligation to update or repair deprecated code for free without being formally compensated via our standard hourly rate or an active maintenance plan.

25. SEARCH ENGINE OPTIMISATION (SEO) TERMS AND CONDITIONS

25.1 Search Engine Optimisation (SEO) is a fluid, continuous process. PE Marketing Website Design & Online Solutions (Pty) Ltd. accepts no responsibility, liability, or obligation to the Client regarding the exact rankings achieved on Google or other platforms, or how those rankings may vary over time.

25.2 Search engines are entirely independent third-party entities that frequently change their internal algorithmic formulas and ranking rules without notice. Consequently, website positions, visibility, and incoming web traffic will naturally fluctuate.

25.3 Furthermore, PE Marketing has no control over the digital marketing budgets, content strategies, or ongoing SEO activities of the Client's industry competitors, which directly impact search results. PE Marketing offers no guarantees of permanent page-one results, and all optimization work is carried out strictly on a best-effort basis in line with industry-standard practices.

26. CONTENT AND SOCIAL MEDIA MARKETING TERMS AND CONDITIONS

26.1 Content Sourcing and Strategy: PE Marketing Website Design & Online Solutions (Pty) Ltd. will curate, design, and publish digital content based on the Client's specific target market, products, and operational industry. Occasionally, marketing content may utilize general internet trends, regional public holidays, or seasonal themes. It is the sole responsibility of the Client to establish clear content guidelines with us. These parameters can be provided as an approved list of third-party websites, newsletters, or RSS feeds from which our designated Account Manager may derive source material.

26.2 Social Media Interaction and Public Feedback: Due to the open, public nature of social media platforms, PE Marketing cannot accept responsibility or liability for the

sharing of posts, user-generated content, or negative comments made by the public in response to published material. While an escalation and moderation process will be followed to address community feedback on active social media profiles, no actions will be taken that compromise the core objective of professional company transparency or violate the terms of service of the respective social media networks.

26.3 Newsletter Content Provision: Unless explicitly agreed otherwise in writing, all raw text content, article copy, and promotional announcements for email newsletters must be provided directly by the Client. PE Marketing may offer structural suggestions and layout concepts for future email marketing campaigns, but retains no copywriting obligations unless explicitly itemised in a separate service retainer.

26.4 Media Ownership and Copyright Indemnity: As outlined in Clause 24.6, the Client explicitly guarantees that all media assets provided to PE Marketing—including text copies, digital articles, images, graphics, and video files—are owned outright by the Client or are used with full legal authorization. The Client holds zero grounds for claims against PE Marketing and completely indemnifies us against any third-party copyright or trademark infringement actions arising from the publication of these materials.

27. DOMAIN AND INFRASTRUCTURE HOSTING TERMS

27.1 Billing Cycles: PE Marketing Website Design & Online Solutions (Pty) Ltd. will invoice for annual domain registration renewals on a recurring yearly basis, and for private server infrastructure hosting on a recurring monthly basis.

27.2 Service Continuity: PE Marketing will use its best endeavours to resolve the core cause of any technical disruptions to our hosting environments and to minimise the duration of any downtime. This technical troubleshooting commitment applies strictly to Clients who maintain an active, fully paid hosting account directly on a PE Marketing server framework.

27.3 Limitation of Downtime Liability: Under no circumstances shall PE Marketing be held liable, accountable, or responsible to the Client for any financial compensation, loss of business revenue, or damages resulting from web server or network downtime that may occur while hosting their digital assets with us.

27.4 Domain Transfers and Migrations: In the event that a Client wishes to migrate their domain name or website data to an external provider, PE Marketing will cooperate fully with the transfer process, subject to the strict condition that all outstanding balances and notice-period invoices on the Client's account are settled in full. A standard technical

administration transfer or cancellation fee may be applied to cover the data migration workflow.

27.5 Email Support Parameters: PE Marketing will troubleshoot reported email communication errors at no cost if the fault is found to be a server-side error or omission on our part. However, if the issue stems from user error or local settings, standard hourly rates apply. As established on our homepage, free hosting support does not cover local device software troubleshooting (such as Microsoft Outlook configuration issues), desktop IT hardware support, or office tablet setups. These are billed separately as on-demand IT services.

27.6 Credential Confidentiality: It is the exclusive responsibility of the Client to keep all server logins, control panel access keys, and email passwords strictly confidential and secure. PE Marketing accepts zero liability or accountability for compromised email accounts, malicious data deletions, or website defacements resulting from credential leaks or weak password security on the Client's side.

28.GENERAL SERVICE DISCLAIMERS

28.1 Third-Party Resource Policies: The Client acknowledges that PE Marketing Website Design & Online Solutions (Pty) Ltd. accepts zero responsibility or liability regarding the fluctuating policies of Google, external search engines, business directories, remote desktop application services, or other independent websites ("Third-Party Resources"). A Client's website, digital advertising, or content layout may be excluded, penalized, or completely banned by a Third-Party Resource at any time under their specific criteria. The Client agrees not to hold PE Marketing responsible for any financial loss or actions taken by these external platforms.

28.2 Ranking and Performance Exclusions: Because digital marketing environments are highly competitive, PE Marketing does not guarantee top positions, consistent rankings, or specific traffic metrics for any strategies employed. The Client explicitly accepts that Google Ads (formerly Google AdWords), search engines, and online directories may block, stall, or alter listings for indefinite periods based on their hidden algorithmic changes, and that historical performance is not a guarantee of future campaign results.

28.3 Search Engine Fluctuations and Re-Submissions: The Client acknowledges that search engines may drop website listings from their databases for no predictable reason. In such instances, PE Marketing will use its best endeavours to re-submit resources based on the prevailing guidelines of the search engine in question, carried out strictly on a best-effort basis.

28.4 Platform Layout Changes: Third-Party Resources, particularly Meta (Facebook and Instagram) or Google, routinely alter their visual layouts and technical integration rules. PE Marketing shall not be held liable for any display errors or system breakages caused by these external platform updates. Should technical intervention be required to rectify a broken layout or widget caused by a third-party change, the required work will be scoped and billed under a separate, formal quotation.

28.5 Strategic Website Alterations: To protect campaign performance, the Client agrees to consult with PE Marketing prior to making any material changes to their live website layout, meta tags, or text content, ensuring that local adjustments do not conflict with or damage the active search engine optimization and marketing frameworks built by us.

28.6 Confidential Client Portfolio Records: To protect our customers' business privacy and security from competitive poaching and digital scraping, PE Marketing does not publish client work in a public portfolio. However, PE Marketing retains the right to archive all completed design frameworks, graphics, and code layouts internally for private, confidential consultations and corporate reference purposes.

28.7 Data Integrity and Backup Retrieval Fees: While PE Marketing deploys robust data safeguards, we accept no responsibility or liability for the loss of Client data resulting from hard drive crashes, server hardware failures, malicious unauthorized access, or digital theft. PE Marketing does not back up or manage local office devices, local Microsoft Outlook data files, or personal employee laptops. An additional technical data retrieval fee will apply to recover and restore historical website or email backups housed on our server environments.

29. COPYRIGHT

29.1 Technical Architecture Ownership: The complete source code, custom scripting, stylesheets (CSS), backend include files, stored SQL database procedures, functions, database triggers, and custom framework assets engineered for any project remain the exclusive intellectual property of PE Marketing Website Design & Online Solutions (Pty) Ltd. until all invoices and project balances have been paid for in full by the Client. These technical assets may not be duplicated, reverse-engineered, or utilized by any third party without our express, prior written consent.

29.2 Client Asset Ownership: All custom corporate logos, unique business photographs (such as images of company premises, machinery, or workforce), and specific brand

text copy provided by the Client belong entirely to the Client and remain protected under their respective copyright. PE Marketing will never repurpose or reuse unique Client text or media assets for external projects without express permission.

29.3 Content Infringement Indemnity: PE Marketing accepts no liability or legal exposure for copyright infringements committed by the Client regarding text, media, or branding assets supplied to us for marketing and development workflows. The Client explicitly guarantees that all submitted material is completely original, uncopied from external online assets, and free from third-party trademark restrictions.

29.4 Protection of Corporate Trade Secrets: The Client acknowledges that the technical project specifications, custom marketing campaign strategies, underlying source code logic, and structural documentation engineered by PE Marketing constitute proprietary trade secrets and highly confidential information. The Client agrees to maintain strict confidentiality and shall not, at any time during or after the termination of this agreement, disclose, distribute, or make available any portion of this confidential information to external entities or competitors without PE Marketing's explicit, prior written consent.

30. BREACH

30.1 Suspension of Development Work: In the event that the Client fails to settle any project or on-demand invoice within the specified timeframe allocated on the invoice, PE Marketing Website Design & Online Solutions (Pty) Ltd. retains the absolute right to immediately halt and suspend all further development, design, and technical work for that Client until all outstanding balances are paid in full.

30.2 Strict COD Hosting Deadlines: As a strict Cash on Delivery (COD) service provider, all monthly server hosting and retainer invoices are issued on the 25th of each month and must be settled in full prior to the 1st day of the upcoming calendar month. Should a hosting invoice remain unpaid by the 1st of the new month, PE Marketing reserves the right to immediately deactivate the Client's hosting profile, suspend their corporate email routing, and pause all active software licences on the 1st business day of that month without further notice.

30.3 Insolvency Actions: Should the Client become insolvent, be placed under provisional or final liquidation, surrender their estate, or enter business rescue, PE Marketing retains the right to immediately terminate the agreement, take down all hosted profiles, revoke active software licences, and issue a final invoice for the absolute full value of all technical work carried out up to that specific date.

30.4 Project Stagnation and Delays: If a Client severely delays the progress of an active project by failing to provide required materials or feedback, PE Marketing shall be entitled to issue a formal fourteen (14) day written notice to remedy the delay. If the Client fails to satisfactorily resolve the cause of the stagnation within this 14-day window, PE Marketing retains the right to terminate the service immediately, archive the project files, and invoice the Client for the full value of all technical hours and milestones completed to date.

30.5 Enforcement Remedies: In the event that the Client fails to meet any payment deadlines or breaches any core provision of this agreement, PE Marketing retains the right, but is not obliged, to enforce any or all of the following contractual remedies:

- (a) Terminate the service agreement with immediate effect;
- (b) Deactivate, suspend, or permanently delete server profiles, website frameworks, corporate email boxes, and official ESET Internet Security licences owned or deployed by us; and
- (c) Initiate formal legal action to recover all outstanding monies, collection commission, tracing fees, and attorney-and-client scale legal costs.

31. POPI Act

31.1 Client Accountability as Responsible Party: In accordance with the Protection of Personal Information Act 4 of 2013 (POPIA), the Client acknowledges that they remain the sole "Responsible Party" for all personal data collected, stored, processed, or distributed via their website, server profiles, email communication networks, and social media platforms. It is the exclusive responsibility of the Client to ensure that their business conduct, digital marketing campaigns, and database management fully adhere to all statutory POPIA provisions.

31.2 Exclusion of Operator Liability: The Client acknowledges that PE Marketing Website Design & Online Solutions (Pty) Ltd. operates strictly as an "Operator" when providing server infrastructure, website design frameworks, and email hosting profiles. PE Marketing exercises no editorial control or verification over the types of personal information the Client chooses to collect or communicate.

31.3 POPIA Indemnification: The Client hereby completely indemnifies and holds PE Marketing Website Design & Online Solutions (Pty) Ltd. harmless against any civil claims, legal actions, administrative fines, or financial penalties issued by the South African Information Regulator resulting from a data breach, unauthorized personal information exposure, or non-compliant marketing practices committed by the Client or

their employees.

32. ENTIRE AGREEMENT AND GOVERNING LAW

32.1 These Terms and Conditions, together with any signed Service Level Agreement or official invoice issued by PE Marketing Website Design & Online Solutions (Pty) Ltd., constitute the entire agreement between the parties. No variation, alteration, or consensual cancellation of these terms shall be of any force or effect unless reduced to writing and signed by an authorised representative of PE Marketing.

32.2 This agreement shall in all respects be governed by, interpreted, and construed in accordance with the laws of the Republic of South Africa.

32.3 Implied Acceptance and Accessibility:

The Client explicitly acknowledges that PE Marketing's Terms and Conditions are permanently accessible to the public via our official website (www.pemarketing.co.za) and are hyperlinked across all official company email signatures. The Client agrees that the payment of any project deposit, the partial or full settlement of any invoice, or the continued receipt of our hosting and digital services constitutes absolute, binding acceptance of these Terms and Conditions in full, regardless of whether the Client has physically read or signed this document.