

FormatWhiz.

Standard Terms & Conditions

Last updated: **13 June 2024**

1. Introduction

- 1.1. These standard Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and FormatWhiz, concerning the terms and conditions on which we provide our Services to you.
- 1.2. You agree that by accepting a quote for Services and making use of our Services, you have read, understood, and agreed to be bound by all of these Terms and Conditions.
- 1.3. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. Any such change will not apply to a quote already accepted by you and will only apply to Services quoted for after such change.

2. Definitions

2.1 The following definitions shall apply to these Terms and Conditions:

- 2.1.1. **“Customer”** and **“you”** means any person or entity who makes use of our Services;
- 2.1.2. **“FormatWhiz”** means FormatWhiz Proprietary Limited (Registration Number 2024/004978/07) a private company duly incorporated according to the laws of South Africa, of 4 Alana Avenue, Port Owen, Velddrif;
- 2.1.3. **“Parties”** means FormatWhiz and the Customer, and **“Party”** means either one of the Parties, as the context may indicate;
- 2.1.4. **“Services”** means the services to be provided by FormatWhiz to the Customer, pursuant to these Terms and Conditions, which services may include any one/more of the Services described in paragraph 3 herein;
- 2.1.5. **“Terms and Conditions”** means the standard terms and conditions as set out herein.

3. The services: why choose formatwhiz

3.1. The FormatWhiz Service offering includes:

- 3.1.1. Large Document Formatting
 - FormatWhiz streamlines large document formatting, making it stress-free and efficient.
 - With years of experience, we handle contracts, reports, manuals, and proposals.
 - By partnering with us, you can focus on content while we ensure impeccable formatting.
- 3.1.2. Creative Design
 - Our talented team transforms ideas into captivating visuals.
 - Whether it's digital assets (social media graphics, website designs) or print materials (brochures, business cards), we enhance your brand's impact.
- 3.1.3. Web and Innovative Microsite Development
 - Elevate your online presence with our web development and microsite services.

- Our creativity and technical expertise result in engaging websites tailored to your brand.
- 3.1.4. Social Media and Digital Assets
- We integrate social media and digital assets for a strong online footprint.
 - Our content—captivating graphics, videos, and more—resonates with your audience across channels.
- 3.1.5. Professional Training
- Empower yourself or your team with tailored training sessions.
 - Learn popular Microsoft Office applications (Word, PowerPoint, Excel, Teams) to enhance skills and productivity.
- 3.2. Explore our website at www.formatwhiz.com to learn more about our Services and view examples of our work. Additionally, check out our ServApp at [FormatWhiz ServApp](#) for a quick overview.
- 3.3. FormatWhiz will confirm by email:
- 3.3.1. the Service/s to be supplied as selected by the Customer;
 - 3.3.2. a quote for Services to be rendered; and
 - 3.3.3. timeframe for delivery.
- 3.1 On written acceptance of the quote, FormatWhiz will commence with the Services in accordance with the provisions of the quote and these Terms and Conditions.

4. Customer content and art resolution requirements

- 4.1. On acceptance of the quote for the selected Service/s, the Customer will provide FormatWhiz with all information, data, text, photographs, graphics, messages or other materials (the “**Customer Content**”) requested by FormatWhiz to perform the selected Service.
- 4.2. The Customer acknowledges that, unless otherwise agreed, the Customer Content is the sole responsibility of the Customer and FormatWhiz is not responsible for the accuracy, quality or any other attribute in respect of the content that is supplied to FormatWhiz by the Customer. In the event that the brief includes that FormatWhiz will take care of the content, FormatWhiz will ensure the correctness, accuracy and quality thereof. However, notwithstanding any of the foregoing, regardless of whose responsibility the Customer Content is, the responsibility for final approval prior to printing, remains the Customer’s responsibility. FormatWhiz will not be responsible for any errors in the printed version after approval of the digital format by the Customer.
- 4.3. In the event that Customer Content includes artwork, designs and images, those must be supplied with a minimum resolution of 300 DPI and the correct colour mode. Screenshots will not be accepted. FormatWhiz is not responsible for fuzzy, distorted, pixelated or colours being off from images due to low resolution artwork or pictures provided by the Customer.
- 4.4. If FormatWhiz deems that submitted artwork/designs and images is low-quality (i.e., low resolution) which will cause low quality prints, we may put your job on hold until you re-submit and re-approve new artworks. If the Customer elects not to re-submit higher quality images, the Customer will be responsible if the low quality artwork/designs cause low quality products.

5. .pdf proof

- 5.1. PDF proof/layout will be sent to the Customer for review and approval via email.
- 5.2. Upon acceptance of such proof(s) by the Customer, FormatWhiz will not be liable for any errors contained in any approved proofs.
- 5.1 All quotes include 3 – 5 iterations/updates that may be requested by the Customer and will be done as part of the original quote.
- 5.2 Any additional amendments requested by the Customer, and specifically amendments requested, after approval of the PDF proof/layout will be subject to further charges (unless the amendments are necessary to correct FormatWhiz errors).

6. Turnaround time

- 6.1 Delivery and performance times quoted are estimates only and are not binding upon FormatWhiz.
- 6.2 FormatWhiz shall not be liable for any defects resulting from it being required to expedite delivery ahead of the time needed for the proper production of Services.

7. Payment

- 7.1 All quotes will remain valid for a period of 7 (seven) calendar days from the date of the quotation, unless otherwise specified in writing by FormatWhiz.
- 7.2 Once the Customer accepts the quote, the Customer shall be liable for payment of the quoted amount, without set-off/deduction of any kind.
- 7.3 Payment will be made electronically to the bank account of FormatWhiz set out in paragraph 7.5 below, and will be subject to the following payment terms:
 - 7.3.1 on acceptance of quote: 50% deposit
 - 7.3.2 on presentation of 1st drafts: 25% of quoted amount
 - 7.3.3 on release of final artwork: final 25% of quoted amount together with any adjustments made in terms of paragraph 5.4 above.
- 7.1. In certain circumstances FormatWhiz and the Customer may agree in writing that payment in full will be due on delivery of final artwork.
- 7.2. FormatWhiz bank details:

Account holder: **FormatWhiz (Pty) Ltd**
Bank: **First National Bank**
Account type: **Business account**
Account number: **63083826603**
Branch code: **200311**
Swiftcode: **FIRNZAJJ**
Payment reference: **quote/invoice number**

8. Intellectual property

- 8.1. By making use of FormatWhiz's graphic design services, you hereby agree that any and all know how used by FormatWhiz to create designs are the sole intellectual property of FormatWhiz. All design programs used by FormatWhiz are duly licensed to FormatWhiz.
- 8.2. The FormatWhiz Website may contain proprietary property and source code, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively "the **FormatWhiz Content**") and any trademarks, and logos contained therein are owned by FormatWhiz and are protected by copyright and trademark laws.
- 8.3. The Customer may not copy, reproduce, modify, distribute, republish, display, post or transmit any part of the Website without the permission of FormatWhiz.
- 8.4. Designs created especially for and on the instruction of the Customer will be the sole intellectual property of the Customer.
- 8.5. The Customer warrants that the Customer Content will not infringe the intellectual property of any third party and the Customer is lawfully entitled to make use of and reproduce any such Customer Content for its purposes.

9. Limitations of liability

- 9.1. In no event will FormatWhiz or its directors, employees, or agents be liable to the Customer or any third party for any direct, indirect, consequential, or special damages including lost profit, lost revenue, loss of data, or other damages arising from your use of our Services.
- 9.2. FormatWhiz will take all reasonable actions to ensure, but does not guarantee, that any digital document designed by it will operate free of error or that it is free from computer viruses or any other contaminating computer programs.
- 9.3. FormatWhiz is not liable for any damage or losses (including, but not limited to, corruption or destruction of data) resulting from your use of or inability to use any such digital document or failure to follow any reasonable instructions of FormatWhiz.
- 9.4. FormatWhiz gives no warranty, express or implied, concerning the suitability of the Services provided including any digital or printed document designed on the instruction of the Customer, for any purposes whatsoever.

10. Indemnification

- 10.1. The Customer hereby indemnifies FormatWhiz, its directors, employees and agents against any claims, costs and expenses of whatsoever nature and howsoever arising out of:
 - 10.1.1. the use of the Customer Content by FormatWhiz in providing the Services;
 - 10.1.2. the infringement of any copyright, patent, trademark, design, or any other intellectual proprietary rights of a third party by the Customer Content; or
 - 10.1.3. the printing of any illegal or defamatory material on the instruction of the Customer;
 - 10.1.4. breach by the Customer of any of these Terms and Conditions; and/or
 - 10.1.5. breach by the Customer of any representations and warranties set forth in these Terms and Conditions.

11. User representations

- 11.1. By contracting our Services, you represent and warrant that:
 - 11.1.1. all information you submit will be true, accurate, current, and complete;
 - 11.1.2. you will maintain the accuracy of such information and promptly update such information as necessary;
 - 11.1.3. you have the legal capacity and you agree to comply with these Terms and Conditions;
 - 11.1.4. you will not use any design created by us for any illegal or unauthorized purpose and your use will not violate any applicable law or regulation.
- 11.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, FormatWhiz has the right to suspend or terminate any Services being provided to you.

12. POPI

- 12.1. The Customer hereby consents to the storage and use by FormatWhiz, in accordance with the provisions of the Protection of Personal Information Act No.4 of 2013 (“**POPI**”), of the personal information that it has provided or provides to FormatWhiz for rendering its Services.
- 12.2. FormatWhiz shall diligently protect the Customer’s personal information, in accordance with the provisions of POPI.
- 12.3. The Parties agree that upon the termination of any provision of Services entered into pursuant to these Terms and Conditions, FormatWhiz shall, at the election of the Customer, return all documentation containing personal information together with any copies thereof to the Customer; alternatively destroy all such personal information in a manner approved by the Customer and thereafter certify to the Customer that it has done so; unless legislation imposed upon FormatWhiz prevents it from returning or destroying all or part of the personal information.

13. Breach

- 13.1. The Customer agrees that if an account is not settled in full against the rendering of Services or if an account is not settled in full within the period referred to in the quote which was provided to the Customer, or if the Customer breaches any Terms or Conditions herein, FormatWhiz is entitled to:
 - 13.1.1. immediately suspend any Services to the Customer;
 - 13.1.2. terminate this agreement and any Service to be provided in terms hereof; and
 - 13.1.3. immediately institute action against the Customer for due payment of its account with or without a claim for damages. In the event that FormatWhiz must institute legal action to claim payment from the Customer, the Customer shall also be liable for legal costs on an attorney/own client scale.
- 13.2. These remedies are without prejudice to any other rights FormatWhiz may be entitled to in terms of these Terms and Conditions or in law.

14. Miscellaneous

- 14.1. These Terms and Conditions and any quote issued in terms hereof constitute the entire agreement and understanding between the Customer and FormatWhiz.
- 14.2. FormatWhiz's failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.
- 14.3. FormatWhiz may cede or assign any or all of its rights and obligations to a third party at any time without the consent of the Customer.
- 14.4. FormatWhiz shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond its reasonable control.
- 14.5. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

15. Governing law

These Terms and Conditions are governed by South African law.

If you have any questions, please contact: m.goosen@formatwhiz.com