

BLUEZONE MEDIA
MASTER DIGITAL SERVICES AGREEMENT AND SCHEDULES

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1 INTRODUCTION AND PARTIES

- 1.1 This Master Digital Services Agreement is entered into between Bluezone Media and the Client identified in the applicable Proposal, Quotation, Estimate, Invoice, Service Order or other written instruction accepted by Bluezone Media.
- 1.2 Bluezone Media provides digital marketing and technology-related services, including website design and development, website hosting and maintenance, digital business card and QR platform services, social media management, SEO, digital advertising, Google Business Profile management, content creation, email marketing, domain and digital asset management and related services.
- 1.3 This Agreement records the general legal terms applicable to the Services. The commercial terms, service package, deliverables, timelines and fees for a specific engagement shall be set out in the applicable Proposal or Service Order.
- 1.4 This Agreement is intended to operate as a master framework agreement and shall apply to all current and future Services supplied by Bluezone Media to the Client, unless expressly excluded or varied in writing by Bluezone Media.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings:
 - 2.1.1 "**Agreement**" means this Master Digital Services Agreement, together with any applicable Proposal, Service Order, Schedule, policy, addendum or written variation incorporated by reference.
 - 2.1.2 "**AI-Assisted Enhancement**" means the use of artificial intelligence tools solely to edit, improve or enhance a photograph, image or asset that is owned by, or lawfully licensed to, the Client, without generating new protected, branded or third-party elements.
 - 2.1.3 "**AI-Generated Image**" means any image, artwork, graphic, illustration, photograph-like image or visual asset generated wholly or substantially from text prompts, image prompts or generative artificial intelligence instructions using an AI platform or image generation tool.
 - 2.1.4 "**Business Day**" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
 - 2.1.5 "**Background IP**" means Intellectual Property Rights owned, licensed or controlled by a party before the relevant Proposal, or developed independently of the Services, including pre-existing tools, templates, code, workflows, methodologies, platforms and know-how.
 - 2.1.6 "**Change Order**" means a written or electronically approved record of an agreed change to scope, deliverables, dependencies, timetable, Fees, data-processing profile, acceptance criteria, service levels or other material project terms.
 - 2.1.7 "**Client**" means the person, company, organisation, trust, partnership or other legal entity purchasing, using or instructing Bluezone Media to provide Services.
 - 2.1.8 "**Client Content**" means any text, image, photograph, video, graphic, logo, trade mark, product information, pricing information, advertising material, database, document, audio file, social media content, marketing material or other information supplied or approved by the Client.
 - 2.1.9 "**Confidential Information**" means information disclosed by or on behalf of a party which is confidential by nature, marked as confidential, or which a reasonable person would understand to be confidential, including commercial, financial, technical, operational, customer, supplier and strategic information.
 - 2.1.10 "**Data Protection Laws**" means POPIA and any other privacy or data protection law applicable to the Services, having regard to the Client, the data subjects, the processing activity and the jurisdictions involved.
 - 2.1.11 "**Digital Assets**" means any website, digital business card, QR destination, landing page, online profile, web application, progressive web application, hosted asset, advertising asset, social media asset, email marketing asset, domain, digital file or digital property created, managed, hosted or maintained by Bluezone Media.
 - 2.1.12 "**Fees**" means all fees, charges, expenses and other amounts payable by the Client to Bluezone Media under a Proposal, Invoice, Service Order or this Agreement.
 - 2.1.13 "**Foreground IP**" means bespoke final deliverables specifically created by Bluezone Media for the Client under a Proposal, excluding Background IP, Open-Source Software, Third-Party Provider materials, licensed components and Hosted Platform infrastructure.

- 2.1.14 "**Hosted Platform**" means any hosting environment, digital business card platform, QR platform, cloud infrastructure, third-party application, software-as-a-service platform or online system used in connection with the Services.
- 2.1.15 "**Intellectual Property Rights**" means copyright, trademarks, trade names, domain names, designs, patents, know-how, trade secrets, software, source code, object code, databases, workflows, templates, methodologies, confidential information and all similar rights, whether registered or unregistered.
- 2.1.16 "**Invoice**" means any invoice or payment request issued by Bluezone Media to the Client.
- 2.1.17 "**Open-Source Software**" means software, code, libraries, frameworks, plugins or components made available under an open-source, free software or similar licence, including any licence that may impose attribution, disclosure, source-code, copyleft or redistribution obligations.
- 2.1.18 "**Personal Information**" has the meaning given to it in POPIA and includes personal information processed in connection with the Services.
- 2.1.19 "**POPIA**" means the Protection of Personal Information Act, 4 of 2013.
- 2.1.20 "**Proposal**" means any proposal, quotation, estimate, statement of work, service order, subscription agreement, renewal notice, accepted invoice or written offer issued by Bluezone Media in relation to the Services.
- 2.1.21 "**QRCard.mobi**" means the master platform domain owned or controlled by Bluezone Media and used for standard digital business card and QR platform services.
- 2.1.22 "**Schedule**" means any schedule, policy, addendum or service-specific terms incorporated into this Agreement or applicable to the Services.
- 2.1.23 "**Service Order**" means any order form, statement of work, accepted quotation, signed proposal, subscription order, renewal confirmation or other written instruction setting out the specific Services to be provided.
- 2.1.24 "**Severity 1 Defect**" means a reproducible defect within Bluezone Media's agreed scope that prevents a website, deliverable or Digital Asset from materially operating for its primary intended purpose.
- 2.1.25 "**Severity 2 Defect**" means a reproducible defect within Bluezone Media's agreed scope that materially impairs a material function of a website, deliverable or Digital Asset, but does not prevent use of the deliverable as a whole.
- 2.1.26 "**Services**" means all services supplied by Bluezone Media to the Client from time to time, including the services identified in clause 1.2 and any future digital services.
- 2.1.27 "**Third-Party Provider**" means any external supplier, software vendor, hosting company, registrar, platform owner, payment gateway, advertising network, social media platform, analytics provider, technology provider or service provider used in connection with the Services.
- 2.1.28 "**Sub-Operator**" means any Third-Party Provider or contractor appointed by Bluezone Media to process Personal Information on behalf of the Client where Bluezone Media acts as operator under POPIA.
- 2.1.29 "**Technical and Organisational Measures**" means reasonable technical, operational and organisational safeguards appropriate to the Services and the risks involved, including access controls, confidentiality controls, backup processes, security monitoring, patching, supplier controls and incident-response measures where applicable.
- 2.2 Headings are for convenience only and shall not affect interpretation.
- 2.3 Words importing the singular include the plural and vice versa. A reference to a person includes a natural person, company, trust, partnership, association, organisation or other legal entity.
- 2.4 References to legislation include amendments, replacements and re-enactments of that legislation.
- 2.5 The words "including", "include" and "includes" are illustrative and shall not limit the generality of the preceding words.
- 2.6 No rule of interpretation shall apply against a party merely because that party, or its legal representative, drafted this Agreement or any part of it.

3 APPLICATION OF AGREEMENT

- 3.1 This Agreement applies to every Service supplied by Bluezone Media to the Client, unless Bluezone Media expressly agrees otherwise in writing.

- 3.2 The Agreement applies whether the Services are supplied once-off, on a project basis, on a subscription basis, on a recurring basis, or as part of an ongoing support, hosting, maintenance, marketing or management relationship.
- 3.3 Where the Client purchases additional Services after the commencement of the relationship, those Services shall automatically be governed by this Agreement and the relevant Proposal, unless expressly excluded in writing.
- 3.4 If Bluezone Media updates its standard terms for future services, renewals or new proposals, the updated terms shall apply to those future services, renewals or proposals once accepted by the Client in accordance with this Agreement. Updated terms shall not retrospectively vary a fixed-scope project already accepted by the Client, unless the variation is agreed in writing, required by law, required by a Third-Party Provider, or reasonably necessary for security, operational or platform compliance.

4 PROPOSALS, SERVICE ORDERS AND ORDER OF PRECEDENCE

- 4.1 Each Proposal shall incorporate this Agreement and the applicable Schedules by reference, whether or not the full text of this Agreement is physically attached to the Proposal, provided that the Proposal or online order process should identify the version number or date of the Agreement and applicable Schedules and either attach them or provide an electronic link from which they can be read, stored and reproduced before acceptance.
- 4.2 Each Proposal should identify, as applicable, the Services, scope, deliverables, exclusions, Fees, payment terms, invoice due date, timelines, dependencies, assumptions, service package, special terms, applicable Schedules, acceptance criteria and any service levels that have been expressly agreed.
- 4.3 If there is a conflict between documents, the following order of precedence shall apply unless expressly stated otherwise in writing:
 - 4.3.1 the Proposal, but only in relation to the specific commercial terms, scope, Fees, assumptions, dependencies, deliverables and service-specific commitments for the relevant Services;
 - 4.3.2 any Schedule dealing specifically with data protection, security, service levels, acceptance testing or exit assistance, but only for that specific subject matter and only to the extent applicable to the relevant Services;
 - 4.3.3 this Agreement in relation to all remaining legal, risk allocation, liability, indemnity, intellectual property, suspension, termination and general terms; and
 - 4.3.4 the applicable Schedules, policies and any other document incorporated by reference, to the extent not addressed above.
- 4.4 No Proposal shall amend or exclude this Agreement unless the Proposal expressly states that it varies a specific clause of this Agreement and the variation is accepted by Bluezone Media in writing.
- 4.5 If a Client issues its own purchase order, supplier terms, onboarding terms or procurement terms, those terms shall not apply unless expressly accepted in writing by Bluezone Media. Performance of Services shall not, by itself, constitute acceptance of the Client's terms.
- 4.6 Bluezone Media should retain an electronic acceptance record, including accepted Proposal versions, online order records, email approvals, payment records or other evidence of acceptance, for not less than 3 (three) years after the relevant acceptance event or for any longer period required by law or reasonably required for enforcement or record-keeping purposes.

5 FORMATION, ACCEPTANCE AND AUTHORITY

- 5.1 The Client accepts this Agreement when the Client:
 - 5.1.1 signs or electronically signs a Proposal or this Agreement;
 - 5.1.2 accepts a Quotation, Proposal, Service Order or renewal notice by email, online acceptance or other written communication;
 - 5.1.3 pays an Invoice or deposit;
 - 5.1.4 instructs Bluezone Media to commence work;
 - 5.1.5 supplies access credentials or Client Content for use in the Services;
 - 5.1.6 uses, renews or continues to use the Services after being notified of this Agreement; or
 - 5.1.7 otherwise acts in a manner consistent with acceptance of the Services.
- 5.2 A person accepting this Agreement or instructing Services on behalf of a company, organisation or other entity warrants that they have authority to bind that entity.

- 5.3 Electronic signatures, PDF signatures, email confirmations, online approvals and electronic records may be relied upon as evidence of acceptance to the extent permitted by South African law, including the Electronic Communications and Transactions Act, 25 of 2002.
- 5.4 The Client shall ensure that its internal approvals, procurement requirements and authority limits are satisfied before instructing Bluezone Media to proceed.

6 SERVICES AND SERVICE STANDARDS

- 6.1 Bluezone Media shall provide the Services with reasonable skill, care and professional judgement, having regard to the applicable Proposal, the nature of the Services and the information supplied by the Client.
- 6.2 Bluezone Media does not provide legal, tax, accounting, regulatory, medical, financial or other professional advice unless expressly agreed in writing. The Client remains responsible for obtaining specialist advice where required for its business, industry or marketing claims.
- 6.3 Any project timeline, launch date, completion estimate, marketing forecast, traffic forecast or performance projection is an estimate only and shall not constitute a guarantee unless expressly stated in writing.
- 6.4 Bluezone Media may use employees, contractors, consultants, third-party tools and Third-Party Providers to perform the Services, provided Bluezone Media remains responsible for its own obligations under this Agreement.
- 6.5 Bluezone Media may improve, modify, replace or discontinue elements of the Services where reasonably necessary due to operational, technological, legal, security, supplier or platform requirements, provided that Bluezone Media will act reasonably in managing material changes affecting active Services.

7 CLIENT RESPONSIBILITIES AND COOPERATION

- 7.1 The Client shall provide all information, content, approvals, decisions, access credentials, branding assets, product information, compliance information and cooperation reasonably required for Bluezone Media to perform the Services.
- 7.2 The Client shall ensure that all information and Client Content supplied to Bluezone Media is accurate, current, complete, lawful, not misleading and suitable for publication.
- 7.3 The Client remains responsible for its business, products, services, prices, promotions, disclosures, industry-specific compliance obligations and all claims made in relation to its business.
- 7.4 Bluezone Media shall not be liable for delay, additional cost, missed deadlines or service disruption caused by late content, delayed approvals, incomplete instructions, unavailable access credentials, changed instructions, internal Client approval delays or any other Client dependency.
- 7.5 Where the Client fails to respond within a reasonable period, Bluezone Media may reschedule resources, revise timelines, suspend work, issue a revised Proposal or treat the project as abandoned in accordance with the applicable Schedule or Proposal.
- 7.6 The Client shall appoint one authorised representative responsible for providing instructions, approvals, feedback and confirmations. Bluezone Media may rely on instructions received from that representative unless the Client notifies Bluezone Media otherwise in writing.
- 7.7 Instructions, approvals, amendments, requests and project changes should be confirmed in writing by email or another agreed written communication channel, including WhatsApp where expressly accepted for the relevant project. Bluezone Media shall not be responsible for acting on verbal instructions unless they are subsequently confirmed in writing or reasonably understood by Bluezone Media as urgent instructions requiring immediate action.
- 7.8 Unless a Proposal states otherwise, the Client shall respond to requests for information, approvals or feedback within 3 (three) Business Days. Bluezone Media shall not be responsible for missed deadlines, postponed campaigns, reduced posting frequency, rescheduling or additional costs caused by delayed Client responses.
- 7.9 The Client shall provide Client Content and source materials in a professional and usable format, including vector logos where available, high-resolution photographs, raw or high-quality video footage, current brand guidelines, accurate product and service information, correct pricing, valid dates, terms and conditions, contact details and other material reasonably required for the Services.
- 7.10 Where Client Content or source material is incomplete, inaccurate, late, outdated, compressed, low-resolution or otherwise unsuitable, Bluezone Media may proceed using reasonable efforts, request replacement material, revise timelines, or quote separately for recreating, sourcing, enhancing, correcting or preparing the material to meet production requirements.

8 FEES, PAYMENT AND DISPUTED INVOICES

- 8.1 The Client shall pay all Fees specified in the applicable Proposal, Invoice or Service Order.

- 8.2 Unless a Proposal or Invoice states a different due date, all Invoices are payable within 7 (seven) days after issue of a valid tax invoice or payment request. Where VAT applies, Bluezone Media shall issue tax invoices in accordance with applicable VAT requirements.
- 8.3 Unless expressly stated otherwise, all Fees are exclusive of VAT, disbursements, third-party charges, advertising spend, licence fees, domain fees, hosting fees, transaction charges, bank charges and other external costs.
- 8.4 Bluezone Media may require a deposit, upfront payment, milestone payment or recurring payment before commencing or continuing Services.
- 8.5 Deposits and upfront payments are non-refundable once work has commenced, except to the extent expressly agreed in writing or required by applicable law.
- 8.6 Hosting, maintenance, subscriptions, retainers and recurring Services are payable in advance unless otherwise agreed in writing.
- 8.7 Any invoice dispute must be raised in writing within 7 (seven) days after issue of the relevant Invoice, together with reasonable details of the disputed amount and the reasons for dispute. Undisputed amounts remain payable when due, and the Client may not withhold payment of undisputed amounts because another portion of an Invoice is disputed.
- 8.8 Failure to pay Fees when due constitutes a material breach of this Agreement. Bluezone Media may suspend or terminate Services, withhold deliverables, charge interest at the prime lending rate charged by Bluezone Media's bankers plus 2% (two percent) per annum, or the maximum rate permitted by applicable law if lower, calculated from the due date to the date of payment, and recover collection costs as provided in this Agreement and applicable law.
- 8.9 The Client shall be liable for reasonable costs incurred by Bluezone Media in recovering overdue amounts, including collection costs, tracing fees, legal costs and attorney-and-client costs to the extent recoverable by agreement, court order or applicable law.
- 8.10 Unless expressly agreed otherwise in the Proposal, monthly retainers, hosting fees, maintenance fees, management fees and recurring Fees are payable monthly in advance. Bluezone Media may require a deposit or advance payment to secure allocated production time and resources before work commences.
- 8.11 Bluezone Media may review and adjust recurring Fees annually by giving at least 30 (thirty) days written notice, unless a different review mechanism is set out in the Proposal.

9 SCOPE CONTROL, CHANGES AND ABANDONED PROJECTS

- 9.1 The Services shall be limited to the scope set out in the applicable Proposal. Any work not expressly included in the Proposal is excluded unless agreed in writing.
- 9.2 Bluezone Media may treat any request for additional pages, redesigns, redevelopment, new functionality, additional integrations, further revisions, urgent work, new campaigns, additional platforms or work outside the agreed scope as additional work.
- 9.3 No material change to scope, deliverables, dependencies, timetable, Fees, data-processing profile, acceptance criteria or service levels shall be binding unless recorded in a written Change Order signed or electronically approved by both parties, except for emergency work expressly requested by the Client or work reasonably required to address an urgent security, legal, platform or operational risk.
- 9.4 Where the Client does not provide required information, approvals, content or instructions for a continuous period of 60 (sixty) days, Bluezone Media may treat the project as abandoned, suspend work and charge recommencement fees or revised pricing to restart the project.
- 9.5 Bluezone Media shall not be liable for any cost, delay, lost opportunity or operational impact arising from Client-caused delays, changes in scope or abandoned projects.
- 9.6 Any request requiring a turnaround time of 48 (forty-eight) hours or less, work outside ordinary business hours, weekend work, public holiday work, urgent posting, urgent design work, additional campaigns, extra meetings, additional graphics, additional videos, additional website changes, additional WhatsApp support or other work outside the agreed scope may be treated as rush work or additional work and may be subject to a rush fee, express service fee, revised quotation or revised timeline.
- 9.7 Bluezone Media may decline rush work or additional work where its production schedule does not allow the work to be completed to Bluezone Media's required standard or where insufficient notice has been provided.

10 THIRD-PARTY PROVIDERS, PLATFORMS AND INTEGRATIONS

- 10.1 The Client acknowledges that many digital services depend on Third-Party Providers, including hosting providers, domain registrars, analytics providers, social media platforms, advertising networks, payment gateways, CRM systems, email marketing platforms, software vendors and technology providers.

- 10.2 Bluezone Media does not control Third-Party Providers and shall not be liable for service interruptions, outages, pricing changes, policy changes, account suspensions, verification delays, feature removals, algorithm changes, API changes, licence changes, security incidents or other actions or omissions of Third-Party Providers, except to the extent caused by Bluezone Media's own proven breach of this Agreement.
- 10.3 Bluezone Media will use reasonable efforts to implement and maintain integrations within the agreed scope, but cannot guarantee continued compatibility where third-party systems, policies, APIs, software versions or technical requirements change.
- 10.4 The Client shall be responsible for all third-party subscription fees, licence fees, advertising spend, usage charges and renewal fees unless expressly stated otherwise in the Proposal.
- 10.5 Where a Third-Party Provider requires the Client to accept separate terms, policies or data processing provisions, the Client shall comply with those terms to the extent applicable to the Client's use of the relevant service.

11 DIGITAL ASSETS, DOMAINS AND ACCESS CREDENTIALS

- 11.1 Domain names registered by Bluezone Media specifically for a Client shall, unless otherwise agreed in writing, be held for the benefit of the Client, subject to full payment of all amounts owing, registrar rules and applicable registry requirements.
- 11.2 The Client shall ensure that all domain registration information supplied to Bluezone Media is accurate, current and lawful.
- 11.3 Bluezone Media shall not be liable for losses arising from domain expiry, registry suspension, registrar disputes, transfer failures, inaccurate registration information, non-payment of renewal fees or events outside Bluezone Media's reasonable control.
- 11.4 The Client is responsible for maintaining the confidentiality and security of all usernames, passwords, authentication methods and access credentials supplied to or used by the Client.
- 11.5 Bluezone Media shall not be liable for losses arising from weak passwords, password sharing, credential theft, phishing, social engineering, unauthorised access or the Client's failure to implement recommended security measures.
- 11.6 Specific ownership and access rules for digital business cards and QR platform services, including QRCard.mobi, shall be set out in the Digital Business Card / QR Platform Schedule. For the avoidance of doubt, unless expressly agreed otherwise in a custom Proposal, the Client does not acquire ownership of QRCard.mobi, any subdomain, URL path or hosted destination under QRCard.mobi.

12 INTELLECTUAL PROPERTY

- 12.1 The Client retains ownership of its pre-existing business names, logos, trademarks, marketing materials, Client Content and proprietary business information supplied to Bluezone Media, subject to the licences granted in this Agreement.
- 12.2 The Client grants Bluezone Media a non-exclusive licence to use, reproduce, edit, adapt, host, cache, publish and display Client Content solely to the extent reasonably necessary to provide the Services and exercise Bluezone Media's rights under this Agreement.
- 12.3 Each party retains ownership of its Background IP. Bluezone Media retains ownership of its Background IP, including methodologies, workflows, templates, systems, internal tools, know-how, reusable software components, proprietary code libraries, platform configurations and general design or development techniques.
- 12.4 Subject to full payment of all amounts owing and any third-party licensing restrictions, the Client shall own the Foreground IP in final bespoke deliverables expressly created for the Client under the applicable Proposal, excluding Bluezone Media's Background IP, Open-Source Software, Third-Party Provider materials, licensed components and Hosted Platform infrastructure.
- 12.5 Bluezone Media shall procure, where reasonably required for the intended use of the Foreground IP, author consents or permissions from its employees, contractors or contributors to allow the Client to use, adapt, modify, reproduce and exploit the Foreground IP as contemplated by this Agreement and the applicable Proposal.
- 12.6 To the extent any Foreground IP does not automatically vest in the Client upon creation, Bluezone Media assigns such Foreground IP to the Client upon full payment of all amounts owing and shall take reasonable further steps required to give effect to that transfer, subject to this Agreement, the Proposal and third-party licensing restrictions.
- 12.7 Until all outstanding amounts have been paid in full, ownership of deliverables and the right to use deliverables may be withheld or retained by Bluezone Media to the fullest extent permitted by law.
- 12.8 The Client may not copy, reverse engineer, decompile, resell, sublicense or attempt to extract any proprietary system, platform, code, workflow, template, tool or reusable component belonging to Bluezone Media or a Third-Party Provider.

- 12.9 Bluezone Media may use Open-Source Software and third-party components where appropriate for the Services. Bluezone Media shall not knowingly include Open-Source Software in a manner that imposes source-code disclosure, copyleft or similar obligations on the Client's proprietary materials without the Client's prior written consent or without disclosing the applicable licence terms where reasonably practical.
- 12.10 Unless otherwise agreed in writing, Bluezone Media may display completed work, screenshots, links, project descriptions, branding examples, campaign examples and design work in its portfolio, website, social media, proposals, presentations and marketing materials, provided that Bluezone Media will respect written confidentiality restrictions agreed with the Client.

13 CLIENT CONTENT, APPROVAL AND PUBLICATION

- 13.1 The Client warrants that it owns or has obtained all rights, licences, permissions, consents and authority required to use, publish and authorise Bluezone Media to use all Client Content.
- 13.2 The Client warrants that Client Content does not infringe any third-party rights, including copyright, trade mark rights, design rights, privacy rights, personality rights, publicity rights, database rights or contractual restrictions.
- 13.3 Bluezone Media may refuse, suspend, remove or decline to publish content that Bluezone Media reasonably considers unlawful, defamatory, misleading, infringing, harmful, contrary to platform rules, contrary to this Agreement, or likely to create legal, regulatory, operational or reputational risk.
- 13.4 Where Bluezone Media provides drafts, mock-ups, previews, staging links, proofs, review versions or scheduled posts for approval, the Client shall carefully review them before approval.
- 13.5 Approval by the Client constitutes confirmation that the approved content, details, prices, claims, disclosures, contact information, product information and visual assets are accurate, lawful and approved for publication.
- 13.6 Where the Client requests urgent publication without review, or approves publication without proper review, publication occurs at the Client's risk.
- 13.7 Changes requested after approval, launch or publication may be treated as additional work and charged separately.

14 AI-GENERATED CONTENT AND IMAGES

- 14.1 Bluezone Media has adopted a protective policy regarding AI-Generated Images due to legal uncertainty and possible intellectual property, regulatory, platform and reputational risk associated with prompt-generated artwork.
- 14.2 Unless expressly agreed otherwise in writing, Bluezone Media will not accept, publish, upload, distribute, promote, advertise, or host AI-Generated Images created wholly or substantially from text prompts, image prompts or similar generative AI instructions using tools such as ChatGPT or similar AI image generation platforms.
- 14.3 The restriction in clause 14.2 applies to websites, hosted digital assets, digital business cards, QR landing pages, social media platforms, Google Business Profiles, WhatsApp, email marketing campaigns, digital advertising platforms and any other client-owned or client-related digital assets created, hosted, managed, published or controlled by Bluezone Media.
- 14.4 Bluezone Media may permit AI-Assisted Enhancement where the underlying photograph, image or asset is owned by or lawfully licensed to the Client and AI is used only as an editing or enhancement tool. Examples include sharpening, lighting correction, colour adjustment, minor retouching, blemish removal, cropping, improving resolution and generating a simple non-infringing background.
- 14.5 AI-Assisted Enhancement shall not be permitted where AI is used to generate new protected or potentially infringing elements, including logos, branded material, recognisable characters, copyrighted artwork, celebrity or personality likenesses, trademarks, protected designs or other third-party material.
- 14.6 The Client shall disclose whether AI has been used in any image or content supplied to Bluezone Media and shall explain how the AI tool was used where reasonably requested.
- 14.7 Bluezone Media may refuse, remove, suspend or discontinue use of any image, artwork or content if Bluezone Media reasonably considers that it may create legal, intellectual property, regulatory, platform, commercial or reputational risk.
- 14.8 The Client remains free to use AI-generated images independently through its own channels, but does so entirely at its own risk. Bluezone Media accepts no responsibility for legal, regulatory, copyright, trade mark, reputational or commercial consequences arising from the Client's independent use of AI-generated imagery.
- 14.9 The Client indemnifies Bluezone Media against all claims, losses, liabilities, damages, penalties, costs and expenses arising from Client-supplied AI-generated, AI-assisted or AI-related content, except to the extent caused by Bluezone Media's own unlawful conduct or wilful misconduct.

15 PRIVACY, POPIA AND DATA PROCESSING

- 15.1 Each party shall comply with Data Protection Laws applicable to it in relation to the Services.
- 15.2 Depending on the Services, Bluezone Media may act as a responsible party, operator or independent service provider in relation to Personal Information. The applicable role allocation may be set out in the POPIA / Data Processing Schedule or Proposal.
- 15.3 The Client warrants that all Personal Information supplied or made available to Bluezone Media has been collected, processed and disclosed lawfully and that the Client has obtained all consents, notices, authorisations or lawful bases required for Bluezone Media to process such Personal Information in connection with the Services.
- 15.4 Bluezone Media may process Personal Information for purposes including service delivery, hosting, support, administration, billing, communication, security monitoring, reporting, compliance, troubleshooting, backups, migration and any other purpose reasonably connected with the Services.
- 15.5 The Client acknowledges that the Services may involve Third-Party Providers and cross-border processing, storage or access, including processing in South Africa, the United States, Europe, the United Kingdom or other jurisdictions depending on the service provider and service package. The Client further acknowledges that cross-border processing may require appropriate contractual, consent-based or other safeguards under applicable Data Protection Laws, including POPIA section 72 where applicable.
- 15.6 Bluezone Media shall implement reasonable technical and organisational measures appropriate to the Services to protect Personal Information under its control against unauthorised access, loss, damage, destruction or misuse.
- 15.7 Where Bluezone Media becomes aware of a material security compromise affecting Personal Information under its control, Bluezone Media shall take reasonable steps required by applicable law, including notification to the Client where appropriate and cooperation with lawful notification obligations.
- 15.8 Detailed data processing, cross-border transfer, breach notification, retention, deletion and data subject request provisions shall be set out in the POPIA / Data Processing Schedule.
- 15.9 Where Bluezone Media assists with email marketing, lead generation, analytics, tracking, remarketing or direct marketing, the Client remains responsible for ensuring that contact lists, consent records, opt-out mechanisms, suppression lists and sender-identification requirements comply with POPIA, ECTA and any other applicable direct-marketing laws, unless expressly agreed otherwise in writing.

16 CYBER SECURITY AND SERVICE AVAILABILITY

- 16.1 The Client acknowledges that no website, hosted platform, application, email account, social media account, advertising account or online service can be guaranteed completely secure or continuously available.
- 16.2 Bluezone Media does not warrant that the Services will be uninterrupted, error-free, defect-free, free from delays, free from cyber threats, free from unauthorised access or compatible with all browsers, devices, systems or future technologies.
- 16.3 Service availability may be affected by hosting infrastructure, internet connectivity, user devices, browser technology, third-party services, external scripts, platform updates, maintenance, cyber-attacks, force majeure events and Third-Party Provider issues.
- 16.4 Where backups form part of a service package, Bluezone Media will use reasonable efforts to maintain backup processes, but does not guarantee successful backup, restoration or recovery of lost, corrupted or deleted data unless expressly agreed in writing.
- 16.5 The Client remains responsible for maintaining independent copies of critical business information, access credentials, original content, photographs, data and other materials supplied to Bluezone Media.
- 16.6 Bluezone Media may take reasonable emergency measures to protect Digital Assets, Hosted Platforms, infrastructure, Client systems or other users from active threats, unlawful activity, excessive resource use or security incidents.

17 SUSPENSION OF SERVICES

- 17.1 Bluezone Media may suspend all or any part of the Services where:
 - 17.1.1 Fees remain unpaid;
 - 17.1.2 the Client breaches this Agreement or a Proposal;
 - 17.1.3 the Client fails to provide required information, approvals, content or access;
 - 17.1.4 unlawful, harmful, infringing, defamatory, misleading or prohibited content is identified;
 - 17.1.5 security concerns, excessive resource usage or platform risk arises;
 - 17.1.6 a Third-Party Provider suspends or restricts access;

- 17.1.7 suspension is required to comply with law, court order, platform policy, registrar rule or lawful authority; or
- 17.1.8 continued provision of Services creates legal, operational, reputational or commercial risk for Bluezone Media.
- 17.2 Where suspension arises from non-payment, Bluezone Media may suspend hosting, maintenance, access, updates, publishing, support and related Digital Assets after at least 5 (five) Business Days' written notice, unless immediate suspension is justified by risk, law, platform rules or security concerns.
- 17.3 Bluezone Media shall not be liable for losses arising from a lawful suspension under this Agreement.
- 17.4 Reinstatement may be subject to payment of all outstanding amounts, reactivation fees, revised pricing, technical feasibility and Third-Party Provider availability.

18 TERMINATION

- 18.1 Either party may terminate a specific recurring Service by giving not less than 30 (thirty) days written notice, unless a minimum term, renewal period or different cancellation process applies under the Proposal or Schedule.
- 18.2 Hosting, maintenance, digital business card, support, subscription and recurring Services may be subject to an initial minimum term or renewal period as set out in the Proposal.
- 18.3 The Client remains liable for all Fees, third-party charges, advertising spend, licence fees, domain fees, work performed and accrued obligations up to the effective date of termination. Prepaid recurring Fees are non-refundable once the relevant billing period has commenced, except where Bluezone Media terminates for convenience, expressly agrees otherwise in writing, or applicable law requires otherwise.
- 18.4 Bluezone Media may terminate all or any part of the Services immediately or on written notice where the Client fails to pay, materially breaches this Agreement, uses the Services unlawfully, creates legal or operational risk, repeatedly delays the project, or where a Third-Party Provider or platform prevents continued provision of the Services.
- 18.5 Termination shall not affect accrued rights, outstanding Fees, payment obligations, confidentiality, indemnities, intellectual property rights, limitation of liability, data retention and handover provisions or any term intended to survive termination.

19 DATA RETENTION, MIGRATION AND HANDOVER

- 19.1 Upon termination, cancellation or expiry of Services, Bluezone Media may retain Client data, backups and hosted content for 30 (thirty) days, or such other period as may be set out in the relevant Schedule or Proposal, after which Bluezone Media may delete such data to the fullest extent permitted by law and applicable platform processes.
- 19.2 Migration, export, handover, technical transfer, redirection, archiving or data retrieval services may attract additional charges and shall be subject to technical feasibility, full payment of outstanding amounts and Third-Party Provider limitations.
- 19.3 Upon full payment of all outstanding amounts, Bluezone Media will use reasonable efforts to provide the Client with exportable Client-owned content and deliverables where technically possible and within the scope of the relevant Services.
- 19.4 Handover obligations shall not include Bluezone Media's proprietary systems, methodologies, workflows, templates, tools, platform configurations, reusable components, internal development assets, licensed third-party software, licensed third-party assets or Hosted Platform infrastructure.
- 19.5 The Client is responsible for verifying the completeness and usability of any migrated or exported data after handover.
- 19.6 Specific migration and handover rules for websites, hosting, digital business cards and other Digital Assets shall be set out in the applicable Schedules.

20 WARRANTIES AND DISCLAIMERS

- 20.1 The Client warrants that it has full authority to enter into this Agreement, purchase the Services and supply the Client Content and Personal Information made available to Bluezone Media.
- 20.2 The Client warrants that its business activities, products, services, advertising claims, promotions, regulated activities and industry-specific obligations comply with applicable laws, regulations, industry codes and licensing requirements.
- 20.3 Bluezone Media provides the Services on a reasonable skill and care basis and does not guarantee commercial outcomes, revenue growth, profitability, lead generation, sales, website traffic, rankings, conversion rates, advertising performance, engagement, followers, market share or return on investment.

- 20.4 Bluezone Media shall not knowingly introduce malware, malicious code or unauthorised access mechanisms into deliverables created by Bluezone Media, but does not warrant that any website, platform, integration or Third-Party Provider environment will be free from security vulnerabilities or future cyber threats.
- 20.5 Bluezone Media warrants that, to the best of its knowledge and subject to Client Content, Client instructions, Third-Party Provider materials, Open-Source Software and licensed components, final bespoke deliverables created by Bluezone Media will not knowingly infringe South African Intellectual Property Rights of a third party.
- 20.6 To the fullest extent permitted by law, all implied warranties, representations and conditions not expressly stated in this Agreement are excluded.
- 20.7 Nothing in this Agreement excludes liability that may not lawfully be limited or excluded under the Consumer Protection Act, 2008, POPIA, the Electronic Communications and Transactions Act, 2002, or any other applicable law.

21 LIMITATION OF LIABILITY

- 21.1 To the fullest extent permitted by law, Bluezone Media shall not be liable for indirect, consequential, incidental, special, punitive or exemplary damages, whether arising in contract, delict, statute or otherwise.
- 21.2 Without limiting clause 21.1, Bluezone Media shall not be liable for loss of profits, revenue, business opportunities, goodwill, customers, anticipated savings, data, rankings, traffic, followers, engagement, reputation or commercial outcomes.
- 21.3 Bluezone Media shall not be liable for losses arising from Third-Party Provider failures, hosting provider failures, registrar failures, social media platform actions, search engine changes, advertising network restrictions, software vendor changes, cyber-attacks, unlawful third-party access, Client Content, Client instructions or Client delays, except to the extent caused by Bluezone Media's own proven breach of this Agreement.
- 21.4 Where liability cannot be excluded, Bluezone Media's total aggregate liability arising from or in connection with a specific Service shall be limited to the Fees paid by the Client for that specific Service during the 12 (twelve) months preceding the event giving rise to the claim, or such other amount as may be required by applicable law.
- 21.5 No claim may be brought against Bluezone Media more than 12 (twelve) months after the Client became aware, or ought reasonably to have become aware, of the event giving rise to the claim, unless a longer period is required by applicable law.
- 21.6 The limitation of liability in this clause shall not apply to liability arising from fraud, wilful misconduct or any liability that may not lawfully be limited or excluded. Any enhanced or separate liability cap for privacy, cyber security, confidentiality or intellectual property claims must be expressly agreed in the applicable Proposal.

22 INDEMNITIES

- 22.1 The Client indemnifies Bluezone Media, its directors, employees, contractors, consultants, agents and suppliers against all claims, losses, liabilities, damages, penalties, costs and expenses arising from or relating to:
 - 22.1.1 Client Content;
 - 22.1.2 Client instructions, approvals or omissions;
 - 22.1.3 the Client's business, products, services, claims, promotions, prices or disclosures;
 - 22.1.4 the Client's breach of this Agreement;
 - 22.1.5 intellectual property infringement arising from Client-supplied materials;
 - 22.1.6 AI-generated, AI-assisted or AI-related content supplied, approved or independently used by the Client;
 - 22.1.7 unlawful, defamatory, misleading, harmful or prohibited content;
 - 22.1.8 privacy or data protection breaches caused by the Client's failure to obtain lawful authority or consent; and
 - 22.1.9 the Client's use of third-party platforms, advertising accounts, social media accounts, domains, credentials or Digital Assets.
- 22.2 The indemnity includes reasonable legal costs, attorney fees, expert costs, settlement costs and enforcement costs to the extent recoverable by agreement, court order or applicable law.
- 22.3 The indemnities in this Agreement survive termination.
- 22.4 If an infringement claim is made or reasonably anticipated, Bluezone Media may, at its option and expense, procure the right for the Client to continue using the affected deliverable, replace or modify it to avoid infringement, or terminate the affected element and refund any Fees paid specifically for that infringing element, which shall be the Client's sole remedy for that claim to the fullest extent permitted by law.

- 22.5 Bluezone Media shall indemnify the Client against third-party claims alleging that final bespoke deliverables created by Bluezone Media under a Proposal infringe South African Intellectual Property Rights, provided that this indemnity does not apply to Client Content, Client instructions, Client-approved materials, Third-Party Provider materials, Open-Source Software, licensed components, Hosted Platform infrastructure, modifications not made by Bluezone Media, or use outside the agreed scope.

23 CONFIDENTIALITY

- 23.1 Each party shall protect the other party's Confidential Information using reasonable care and shall not disclose it except as permitted under this Agreement.
- 23.2 A party may use Confidential Information only for purposes connected with the Services, performance of this Agreement, enforcement of rights, legal compliance or internal business administration.
- 23.3 Confidential Information may be disclosed to employees, contractors, consultants, advisers, insurers, auditors, Third-Party Providers and professional representatives who reasonably need to know it for purposes connected with the Services, provided appropriate confidentiality obligations apply.
- 23.4 Confidentiality obligations do not apply to information that is publicly available, already lawfully known, independently developed without breach, lawfully obtained from a third party, authorised for disclosure in writing, or required to be disclosed by law, court order or regulatory authority.
- 23.5 Where a party is required by law, court order or regulatory authority to disclose Confidential Information, that party shall, where legally permissible, give the other party reasonable prior notice and cooperate reasonably to limit the scope of disclosure.
- 23.6 Confidentiality obligations survive termination of this Agreement for 5 (five) years, and in respect of trade secrets and information that remains confidential by nature, for so long as that information remains confidential.

24 GENERAL LEGAL PROVISIONS

- 24.1 This Agreement is governed by the laws of the Republic of South Africa.
- 24.2 The parties consent to the jurisdiction of the courts of the Republic of South Africa having jurisdiction in relation to any dispute arising from or in connection with this Agreement. Bluezone Media may, at its election, institute proceedings in any Magistrates' Court having jurisdiction, notwithstanding that the claim may otherwise exceed that court's ordinary monetary jurisdiction, to the extent permitted by law.
- 24.3 The parties shall first attempt to resolve any dispute through good-faith engagement between their authorised representatives. If the dispute is not resolved within 10 (ten) Business Days after written notice of the dispute, either party may refer the dispute to mediation or commence legal proceedings. Nothing prevents either party from seeking urgent relief, debt recovery, protection of intellectual property, preservation of data, enforcement of confidentiality or security rights, or any other relief where delay may cause prejudice.
- 24.4 Neither party shall be liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, fire, flood, utility failures, internet outages, telecommunications failures, labour disputes, government action, civil unrest, cyber-attacks, pandemics, platform outages, supplier failures and other force majeure events.
- 24.5 Notices may be delivered by hand, courier, registered post or email to the addresses specified in the Proposal or otherwise notified in writing. A notice shall be deemed received on delivery if delivered by hand, on the date reflected in the courier delivery record if sent by courier, 7 (seven) Business Days after posting if sent by registered post, and on the date of email transmission if no delivery failure notice is received, provided that any email sent after 17h00 or on a non-Business Day shall be deemed received on the next Business Day. Legal process must be served in a manner permitted by applicable law and court rules.
- 24.6 The Client may not assign, transfer or delegate its rights or obligations under this Agreement without Bluezone Media's prior written consent. Bluezone Media may assign or transfer this Agreement as part of a business sale, restructuring or transfer of its operations, provided the Client's material rights are not unfairly prejudiced.
- 24.7 If any provision of this Agreement is invalid, unlawful or unenforceable, that provision shall be severed to the minimum extent necessary and the remaining provisions shall remain in force.
- 24.8 No failure or delay by a party in exercising any right shall constitute a waiver of that right. A waiver must be in writing and shall apply only to the specific instance for which it is given.
- 24.9 This Agreement, together with the applicable Proposal and Schedules, constitutes the entire agreement between the parties in relation to the relevant Services and supersedes prior discussions, representations and understandings, except to the extent expressly preserved in writing.
- 24.10 During the term of the relationship and for 12 (twelve) months thereafter, the Client shall not knowingly solicit for employment any employee, contractor or consultant of Bluezone Media who was materially involved in providing the Services during the preceding 12 (twelve) months, except where the person responds to a general public employment advertisement not targeted at Bluezone Media personnel.

- 24.11 Bluezone Media's ordinary business hours are Monday to Friday, 08h00 to 17h00, excluding South African public holidays and any notified annual closure period. Messages, requests or approvals received outside ordinary business hours will be attended to on the next Business Day unless otherwise agreed in writing.
- 24.12 Work requested outside ordinary business hours, including weekends, public holidays and annual closure periods, is subject to availability and may attract additional charges. Monthly retainer Fees remain payable during public holidays and annual closure periods where time, resources or service capacity continue to be allocated to the Client's account.
- 24.13 Nothing in this Agreement prevents Bluezone Media from providing services to other businesses, including businesses operating in the same or similar industries as the Client, unless exclusivity is expressly agreed in a Proposal.

25 SIGNATURES

- 25.1 This Agreement may be accepted by signature, electronic signature, email acceptance, payment of an Invoice, acceptance of a Proposal or continued use of the Services, as provided in this Agreement. Where signed, the parties may use the signature block below.

For and on behalf of Bluezone Media

Name of Signatory : _____

Capacity / Title : _____

Signature : _____

Date : _____

Place : _____

For and on behalf of the Client

Name of Signatory : _____

Capacity / Title : _____

Signature : _____

Date : _____

Place : _____

SCHEDULES

These Schedules are intended to be read with and incorporated into the Bluezone Media Master Digital Services Agreement. A Schedule applies only to the extent relevant to the Services purchased by the Client or incorporated in the applicable Proposal or Service Order. The following schedules and policy documents are intended to be prepared separately and incorporated into this Agreement where applicable:

Schedule Number	Schedule Name	Purpose
1	Website Design and Development Schedule	Website build, revisions, testing, launch and development-specific scope controls.
2	Website Hosting and Maintenance Schedule	Hosting, uptime limitations, maintenance windows, backups, updates, support and security limitations.
3	Digital Business Card / QR Platform Schedule	QRCard.mobi platform terms, subdomain/URL ownership, hosting dependency, European white-label platform provider and custom platform exceptions.
4	Social Media, SEO and Digital Advertising Schedule	Platform dependency, approvals, account access, ad spend, Google Business Profile and no performance guarantees.
5	AI-Generated Content and Image Policy	Prompt-generated AI imagery restrictions, AI-assisted client image enhancement, refusal/removal rights and client indemnities.
6	POPIA / Data Processing Schedule	Personal information processing, cross-border transfers, security safeguards, breach notifications and role allocation.
7	Data Migration and Handover Schedule	Handover, migration fees, retention, deletion, exclusions and transfer limitations.
8	Website Launch / Acceptance wording	Launch approval, deemed acceptance, defects and post-launch change controls.
9	Proposal / Order Form incorporation wording	Mechanism by which proposals, quotations, invoices and service orders incorporate the agreement and schedules.

Capitalised terms used but not defined in these Schedules have the meanings given to them in the Master Digital Services Agreement.

If a Schedule applies to a Service, it supplements the Master Digital Services Agreement and does not replace it. Where a Schedule deals specifically with data protection, security, service levels, acceptance testing or exit assistance, it prevails for that specific subject matter to the extent contemplated in the order-of-precedence clause of the Master Digital Services Agreement, unless expressly varied in writing.

A Schedule applies only to the extent relevant to the Services purchased by the Client or expressly incorporated in the applicable Proposal.

The absence of a Schedule shall not affect the validity of this Agreement. Where no specific Schedule applies, the main terms of this Agreement shall apply to the Services to the fullest extent appropriate.

Each Schedule must be read commercially and contextually by reference to the specific Services purchased by the Client.

SCHEDULE 1: WEBSITE DESIGN AND DEVELOPMENT SCHEDULE

1. **Application.** This Schedule applies where Bluezone Media provides website design, website development, landing page design, web application, e-commerce, integration, content implementation, redesign, redevelopment or related website services.
2. **Scope.** The website design and development Services shall be limited to the scope expressly described in the applicable Proposal or Service Order. Any item not expressly included is excluded unless agreed in writing.
3. **Typical deliverables.** Depending on the Proposal, website services may include website planning, user interface design, user experience improvements, page design, responsive development, content implementation, contact forms, e-commerce functionality, booking tools, integrations, basic search engine optimisation setup, testing and deployment.
4. **Client dependencies.** The Client shall provide all content, images, logos, branding assets, product information, pricing, access credentials, platform permissions, regulatory disclosures, approvals, feedback and other materials reasonably required for the project.
5. **Client content.** The Client remains responsible for the accuracy, lawfulness and completeness of all content, claims, pricing, product descriptions, images, promotions, policies and disclosures supplied or approved by the Client.
6. **Revisions.** The number and type of revisions included in the project shall be as stated in the Proposal. If no number is stated, Bluezone Media shall include a reasonable number of revisions appropriate to the scope. Further revisions, redesigns or repeated changes may be charged separately.
7. **Changes in scope.** Requests for additional pages, new features, redesigns, additional integrations, alternative layouts, additional languages, copywriting, image sourcing, new content, urgent work or work outside the Proposal may be treated as additional work and quoted separately.
8. **Change Orders.** Material changes to scope, deliverables, dependencies, timetable, Fees, data-processing profile, acceptance criteria or service levels should be recorded in a written Change Order before the changed work commences, except for emergency work expressly requested by the Client or work required to address urgent security, legal, platform or operational risks.
9. **Timelines.** Project timelines are estimates only and depend on the Client providing required materials, approvals and access on time. Bluezone Media is not liable for delay caused by Client dependencies, Third-Party Providers, platform changes or events beyond its reasonable control.
10. **Testing.** Bluezone Media will use reasonable efforts to test the website before launch within the agreed scope. Testing does not guarantee that the website will be error-free, compatible with all systems, or immune from later changes in browsers, devices, plugins, platforms or Third-Party Providers.
11. **User acceptance testing.** Unless otherwise agreed in the Proposal, the Client shall have 10 (ten) Business Days after delivery of a final testable version to conduct acceptance testing and notify Bluezone Media of any Severity 1 Defect or Severity 2 Defect within the agreed scope.
12. **Acceptance criteria.** Where a Proposal involves custom development, integration, e-commerce functionality, automation or other material build work, the Proposal should identify objective acceptance criteria, dependencies, test cases or required functionality where reasonably practical.
13. **Browser and device compatibility.** Bluezone Media will use reasonable efforts to ensure compatibility with major modern browsers and commonly used devices. Compatibility with obsolete browsers, unsupported operating systems, unusual devices or legacy technologies is not guaranteed.
14. **Third-party components.** A website may use third-party plugins, templates, themes, fonts, scripts, stock imagery, APIs, payment gateways, booking tools, analytics tools or other licensed components. The Client shall comply with any applicable third-party licensing terms and shall pay any third-party costs unless otherwise agreed in writing.
15. **Legal and regulated content.** Bluezone Media does not verify whether the Client's website content complies with industry-specific law, advertising rules, consumer law, financial services law, health law, product labelling, franchise requirements or other specialist regulatory obligations. The Client remains responsible for obtaining specialist advice where required.
16. **Launch.** A website may be launched once Bluezone Media reasonably considers it ready for publication or once the Client approves launch. The launch and acceptance process is further addressed in the Website Launch / Acceptance Wording.
17. **Post-launch changes.** Changes requested after launch or acceptance may be treated as additional work unless they relate to agreed defects within the original scope notified within the applicable acceptance period.
18. **No commercial guarantees.** Bluezone Media does not guarantee search rankings, traffic, enquiries, sales, conversion rates, revenue, profitability, performance scores, loading speed or other commercial outcomes.
19. **Project briefs.** The Client shall provide a clear and complete project brief before work commences, including relevant objectives, dimensions, platforms, deliverables, branding requirements, campaign or promotion names, product or

service details, promotional pricing, valid dates, applicable terms and conditions, and any other specifications reasonably required to complete the project.

20. **Incomplete or unclear briefs.** Where the Client provides incomplete, unclear or staged information, Bluezone Media may proceed based on the information available, request clarification, revise timelines, or treat changes resulting from omitted information or revised instructions as additional work.
21. **Design terminology and ambiguity.** The Client is encouraged to use clear and consistent terminology when requesting design, artwork, content or development work. Where terminology is unclear or open to interpretation, Bluezone Media may request clarification. If Bluezone Media completes work based on a reasonable interpretation of ambiguous instructions, redesigns or changes resulting from unclear instructions may be charged as additional work.
22. **Creative concepts and revision limits.** The quoted price includes only the number of design concepts, creative options and revision rounds specified in the Proposal. Additional concepts, alternative designs, repeated changes, complete redesigns or revisions beyond the agreed scope may be quoted and billed separately.
23. **Final approval.** Once artwork, creative content, website pages or other deliverables have received final approval, further changes, redesigns or amendments may be treated as new work and charged separately.
24. **File delivery and source files.** Final design files will be supplied only in the formats included in the agreed scope. Editable files, source files, working files, templates and layered design files remain the property of Bluezone Media unless expressly included in the Proposal or agreed in writing.
25. **Project inactivity.** Projects that remain inactive for more than 30 (thirty) days due to Client delay, missing content, delayed approvals, lack of access or incomplete instructions may be placed on hold. Restarting the project may require a revised timeline, recommencement fee, revised pricing or additional charges.

SCHEDULE 2: WEBSITE HOSTING AND MAINTENANCE SCHEDULE

1. **Application.** This Schedule applies where Bluezone Media provides website hosting, maintenance, support, updates, monitoring, backups, email hosting, storage, cloud infrastructure, server resources or related recurring technical services.
2. **Hosting environment.** Hosting Services may be supplied directly by Bluezone Media or through Third-Party Providers. The Client acknowledges that hosting depends on infrastructure, internet connectivity, software, data centres, registrars and other external systems.
3. **Hosting and Maintenance Package.** The applicable Proposal should specify the hosting and maintenance package, billing period, included support, exclusions, storage, bandwidth, backup approach, website maintenance scope, content update services and any special service levels.
4. **Back-end Maintenance.** Back-end Maintenance may include software updates, plugin updates, theme updates, security updates, backups, monitoring, troubleshooting, performance adjustments, technical support and platform/system updates, but only to the extent included in the applicable package.
5. **Exclusions.** Unless expressly included, maintenance does not include redesigns, new pages, new features, custom development, copywriting, image sourcing, new integrations, malware remediation, data recovery, third-party licence costs, urgent after-hours support or work caused by Client changes or third-party failures.
6. **Maintenance windows.** Scheduled maintenance may occur from time to time. Bluezone Media will use reasonable efforts to minimise disruption, but maintenance may affect availability, performance or functionality.
7. **Service interruptions.** Bluezone Media is not liable for interruptions caused by internet failures, data centre outages, telecommunications failures, Third-Party Provider failures, registry issues, software bugs, cyber-attacks, force majeure events, excessive traffic, Client actions or events outside Bluezone Media's reasonable control.
8. **Resource usage.** If resource usage materially exceeds normal or agreed levels, Bluezone Media may apply additional charges, recommend or require an upgraded package, restrict usage, suspend services, or take reasonable technical steps to protect service stability.
9. **Backups.** Where backups form part of a package, Bluezone Media will use reasonable efforts to maintain backup processes. Backup availability, completeness and successful restoration are not guaranteed unless expressly agreed in writing.
10. **Client copies.** The Client remains responsible for keeping independent copies of critical business information, original images, records, passwords, source materials and content supplied to Bluezone Media.
11. **Security updates.** Bluezone Media may install urgent security patches or updates where reasonably necessary to protect websites, hosted environments, infrastructure, users or other clients. Such updates may affect functionality, plugins or appearance.
12. **No absolute security.** No website or online service can be guaranteed completely secure. Bluezone Media does not warrant protection against hacking, malware, ransomware, phishing, credential theft, zero-day vulnerabilities, denial-of-service attacks or unauthorised access.
13. **Client security responsibilities.** The Client shall use strong passwords, keep credentials confidential, implement recommended security measures where applicable, avoid sharing administrator access unnecessarily, and notify Bluezone Media promptly of suspected compromise.
14. **Suspension.** Hosting or maintenance may be suspended for non-payment, excessive usage, unlawful content, security incidents, third-party suspension, platform requirements or other circumstances set out in the Master Digital Services Agreement.
15. **Service levels.** Response times, uptime targets or support timeframes are targets only unless the Proposal expressly states that a binding service level applies. Where a binding service level is agreed, the Proposal should specify the availability target, support hours, severity levels, response targets, restoration targets, planned-maintenance rules, exclusions, measurement method and any agreed service credits or chronic-failure remedy.

SCHEDULE 3: DIGITAL BUSINESS CARD / QR PLATFORM SCHEDULE

1. **Application.** This Schedule applies where Bluezone Media provides digital business cards, QR code destinations, digital profiles, QR landing pages, hosted mobile profiles, contact sharing systems or related platform services.
2. **White-label platform.** Bluezone Media provides its standard digital business card service through a fully white-label platform licensed from a technology provider based in Europe. The platform provider manages infrastructure, hosting, maintenance, backups and platform updates. Bluezone Media provides design, setup, client-facing management, support and ongoing administration.
3. **Platform dependency.** The Client acknowledges that the digital business card service depends on the third-party white-label platform, hosting infrastructure, internet connectivity, domain systems, QR functionality and other technical systems outside Bluezone Media's direct control.
4. **Service interruptions.** Temporary interruptions may occur due to scheduled maintenance, platform updates, server maintenance, backups, infrastructure changes, internet outages, Third-Party Provider issues, security work or platform provider actions. Bluezone Media shall not be liable for such interruptions, provided it acts reasonably in providing client-facing support within the agreed scope.
5. **Standard platform domain.** Bluezone Media owns or controls the master platform domain QRCard.mobi. Standard digital business cards are hosted as subdomains, URL paths or hosted pages beneath QRCard.mobi, for example QRCard.mobi/HiltonHotel or QRCard.mobi/SouthernSunsHotel.
6. **No client ownership of QRCard.mobi.** The Client does not own QRCard.mobi, any part of the QRCard.mobi domain, any subdomain, URL path, hosted page, platform destination or infrastructure under QRCard.mobi, unless expressly agreed otherwise in a custom Proposal.
7. **Annual hosted service.** The standard digital business card service is a hosted annual service. The Client pays for hosting, maintenance, support, management and access to a digital business card hosted on Bluezone Media's platform. The Client is not purchasing ownership of the platform, domain, URL, subdomain or infrastructure.
8. **Client information.** The Client is responsible for providing and checking names, job titles, contact details, links, photographs, logos, descriptions, disclaimers and other information displayed on a digital business card. Bluezone Media is not liable for losses arising from inaccurate or outdated information supplied or approved by the Client.
9. **QR codes.** QR codes generated or supplied by Bluezone Media will point to the relevant destination at the time of implementation. Destination changes, reconfiguration, new QR codes or additional versions may attract additional charges.
10. **Cancellation, expiry or non-payment.** On cancellation, expiry, non-renewal or non-payment, Bluezone Media may remove, disable or make inaccessible the relevant digital business card. QR codes and links pointing to that card may stop working.
11. **No transfer right for standard QRCard.mobi cards.** Standard QRCard.mobi digital business cards, subdomains, URL paths or hosted destinations cannot be transferred to another provider. Bluezone Media is not obliged to transfer QRCard.mobi, any QRCard.mobi URL, platform destination or platform configuration to the Client or any third party.
12. **Printed and physical material.** The Client is responsible for any business cards, signage, menus, flyers, brochures, vehicle branding, advertisements or other material containing QR codes or links. Bluezone Media is not liable for replacement, reprinting, relabelling, rebranding or other costs arising if links stop working after cancellation, expiry, non-renewal or non-payment.
13. **Migration limitations.** Migration assistance, if available, may be charged separately and will not include transfer of QRCard.mobi, any QRCard.mobi URL, proprietary platform configuration, white-label infrastructure or third-party platform rights.
14. **Custom branded platforms.** A larger organisation, franchise, hotel group or corporate client may request a dedicated branded platform or dedicated domain as a custom solution. Such services are priced on application and must be set out in a separate Proposal or Service Order.
15. **Custom domain ownership.** Where a separate custom domain is registered in the Client's name or expressly transferred to the Client, the Client may own that domain subject to registrar rules, payment of all fees and the terms of the applicable Proposal. Unless expressly agreed, all standard QRCard.mobi ownership and non-transfer provisions continue to apply.
16. **Platform changes.** Bluezone Media may improve, modify, replace or discontinue functionality where reasonably required due to operational, technological, legal, security, supplier or platform requirements.
17. **No uninterrupted access.** Bluezone Media does not guarantee uninterrupted access, compatibility with all devices, permanent availability of platform features, or continued availability of any specific third-party technology.

SCHEDULE 4: SOCIAL MEDIA, SEO AND DIGITAL ADVERTISING SCHEDULE

1. **Application.** This Schedule applies where Bluezone Media provides social media management, content planning, content creation, scheduling, publishing, community management, SEO, Google Business Profile management, digital advertising, analytics, reporting, email marketing or related marketing services.
2. **Scope.** The scope, frequency, platforms, deliverables, content volume, campaigns, reporting and management responsibilities shall be set out in the applicable Proposal.
3. **Platform dependency.** Marketing services depend on third-party platforms including Google, Meta, Facebook, Instagram, LinkedIn, X, TikTok, YouTube, WhatsApp, Microsoft, email platforms, analytics tools and advertising networks. Bluezone Media does not control those platforms.
4. **No performance guarantees.** Bluezone Media does not guarantee rankings, reach, impressions, followers, engagement, enquiries, leads, sales, conversions, revenue, market share, profile visibility, advertising approval, reduced cost per click, return on advertising spend or return on investment.
5. **Social media accounts.** Client-owned social media accounts remain the property of the Client or the relevant platform account holder. The Client must provide appropriate access and permissions required for Bluezone Media to perform the Services.
6. **Client posts and activity.** Bluezone Media is not responsible for content posted, approved, changed, deleted or published by the Client or any third party with access to the Client's accounts. The Client remains responsible for activity conducted through its own accounts.
7. **Content approvals.** Where an approval process is used, the Client must review content carefully. Approval confirms that the content, claims, images, prices, disclosures, promotions and brand references are authorised, accurate and lawful.
8. **Regulated claims.** The Client remains responsible for legal and regulatory compliance of all claims relating to its business, products, services, qualifications, pricing, promotions, competitions, health claims, financial claims, guarantees and industry-specific disclosures.
9. **Direct marketing compliance.** Where Bluezone Media assists with email marketing, SMS, WhatsApp, remarketing, lead generation or other direct marketing, the Client remains responsible for ensuring that contact lists, consent records, existing-customer status, opt-out mechanisms, suppression lists and sender-identification requirements comply with POPIA, ECTA and any other applicable direct-marketing laws, unless expressly agreed otherwise in writing.
10. **Platform enforcement.** Bluezone Media is not liable for account suspensions, bans, verification issues, disabled advertising accounts, content removals, rejected advertisements, shadow-banning, review removals, algorithm changes, policy changes or platform restrictions, except to the extent caused by Bluezone Media's own proven breach of this Agreement.
11. **Advertising spend.** Advertising spend, boosts, media budget, platform charges and advertising account balances are the Client's responsibility unless expressly stated otherwise in the Proposal.
12. **Advertising accounts.** Where advertising accounts are created or managed by Bluezone Media on behalf of the Client, ownership shall remain with the Client unless otherwise agreed in writing. Bluezone Media may retain administrative or management access during the service relationship.
13. **Transfer of access.** Upon termination and full payment of all outstanding Fees, Bluezone Media will cooperate with reasonable requests to transfer or remove account access, subject to platform policies, technical restrictions and the Client providing required information.
14. **Google Business Profile.** Google Business Profile services depend on Google's systems, verification processes, policies and decisions. Bluezone Media does not guarantee profile approval, verification approval, ranking, visibility, review retention, listing availability or prevention of suspensions or ownership disputes.
15. **SEO.** Search engine optimisation depends on search engine algorithms, competitor activity, website structure, content, technical factors, market conditions and third-party changes. Bluezone Media cannot guarantee search rankings or traffic.
16. **Reporting.** Reports are provided for information and analysis purposes only. Reports do not constitute guarantees of future performance and may depend on third-party data sources that can change or contain inaccuracies.
17. **Client delay.** Bluezone Media is not liable for reduced performance or missed opportunities caused by late approvals, late content, insufficient budget, unavailable access, delayed campaign decisions or Client changes.
18. **Monthly content calendar.** Where social media management is provided on a monthly retainer, Bluezone Media will prepare content calendars in accordance with the agreed workflow, content volume and approval process set out in the Proposal.
19. **Content submission deadlines.** Unless a different deadline is agreed in the Proposal, the Client should submit all required content, information, images, videos, promotions, campaign details and approvals by the 15th day of each

month for the following month's content calendar. Content received after the 20th day of the month may be treated as a late submission.

20. **Late content and administration fees.** Late, incomplete, irregular, weekly, ad hoc or urgent content submissions may affect scheduled posting dates, campaign timelines and production availability. Bluezone Media may charge a late content submission administration fee or quote separately for additional planning, scheduling, administration, communication, account management or production time required to accommodate late or irregular submissions.
21. **Filler content.** Where the Client has not supplied required content, information or approvals by the agreed deadline, Bluezone Media may, where appropriate, prepare and publish relevant branded, evergreen, informational or industry-related content using information already available about the Client's business, products, services or industry to maintain posting consistency. The use of filler content does not replace the Client's responsibility to provide content on time.
22. **Additional posts and campaigns.** The agreed monthly package includes only the number of posts, promotions, campaigns and deliverables specified in the Proposal. Additional posts, announcements, urgent updates, promotions, campaigns, videos, graphics or platform-specific versions may be quoted and billed separately and will be completed subject to production availability.
23. **Weekly or ongoing content supply.** Where content cannot be provided in advance and must be supplied weekly, irregularly or on an ongoing basis, Bluezone Media may require a customised workflow and revised management fee to reflect the additional coordination, planning, scheduling, communication and administration required.
24. **Emergency content.** Bluezone Media will use reasonable efforts to accommodate urgent posting requests, but immediate publication is not guaranteed and may be subject to availability, a rush fee, an express service fee or a revised production timeline.
25. **Client's independent posting.** The Client may publish content independently through its own social media accounts, but Bluezone Media does not guarantee the consistency, visual identity, messaging, posting schedule, reach, engagement or performance of an account where content is published outside the agreed content calendar or strategy.
26. **Comments, reviews and messages.** Unless expressly included in the Proposal, Bluezone Media is not responsible for responding to comments, reviews, direct messages, enquiries or customer interactions received through social media platforms. Engagement management may be added as an additional service.
27. **Meetings.** Unless otherwise stated in the Proposal, the monthly management fee includes one scheduled strategy or account meeting per month of up to 60 (sixty) minutes. Additional meetings or meetings exceeding the allocated time may be charged in 30 (thirty) minute increments at Bluezone Media's then-current rate.
28. **Reporting.** Monthly, quarterly, custom or campaign-specific performance reports are not included unless expressly stated in the Proposal. If required, reporting may be added as an additional service with the scope, frequency and Fees agreed in writing.
29. **Posting schedule changes.** Changes requested after approval of a content calendar may require posts to be rescheduled and may attract additional charges, particularly where the change affects design, copywriting, scheduling, campaign timing or platform-specific production.
30. **Approval deadline for social content.** Unless the Proposal states otherwise, the Client should review and approve submitted social media content within 3 (three) Business Days. Where no feedback is received within that period, Bluezone Media may proceed in accordance with the agreed workflow or reschedule the content to avoid disruption to the production calendar.
31. **Annual closure and public holidays.** Public holidays and Bluezone Media's annual closure may affect turnaround times and posting schedules. The Client remains responsible for providing content and approvals in advance to avoid disruption.
32. **Payment suspension.** Where Services are suspended due to non-payment, Bluezone Media is not responsible for missed posting schedules, loss of reach, reduced engagement, advertising interruption, enquiries, campaign performance or business impact arising from the suspension.

SCHEDULE 5: AI-GENERATED CONTENT AND IMAGE POLICY

1. **Purpose.** This policy protects Bluezone Media and its clients against legal, intellectual property, platform, commercial and reputational risks associated with AI-generated imagery and AI-assisted content.
2. **Policy position.** Bluezone Media will not accept, publish, upload, distribute, promote, advertise or host AI-Generated Images created wholly or substantially from text prompts, image prompts or similar generative AI instructions using tools such as ChatGPT or similar AI image generation platforms, unless Bluezone Media expressly agrees otherwise in writing.
3. **Reason for policy.** The legal position regarding AI-generated imagery continues to develop. Risk may include copyright ownership uncertainty, derivative works, trade mark infringement, use of protected material in training data, brand confusion, reputational harm and future regulatory or platform action.
4. **Covered assets.** This policy applies to websites, hosted digital assets, digital business cards, QR landing pages, Facebook, Instagram, LinkedIn, TikTok, YouTube, X, WhatsApp, Google Business Profiles, email marketing campaigns, digital advertising platforms and any other client-owned or client-related digital assets created, hosted, managed, published or controlled by Bluezone Media.
5. **Prohibited prompt-generated AI artwork.** Bluezone Media may refuse to use any image, artwork, graphic or visual asset generated wholly or substantially from text prompts, image prompts, generative AI instructions or similar prompt-based creation tools.
6. **Permitted AI-assisted enhancement.** Bluezone Media may permit AI-Assisted Enhancement where the underlying photograph, image or asset is owned by or lawfully licensed to the Client and AI is used only as an editing or enhancement tool.
7. **Examples of permitted enhancement.** Permitted AI-assisted enhancement may include sharpening, improving lighting, adjusting colour, cropping, removing minor imperfections, improving resolution, retouching and generating a simple non-infringing background, provided no protected or third-party elements are introduced.
8. **New generated elements.** AI-assisted work is not permitted where AI is used to generate new protected or potentially infringing elements, including logos, branded material, recognisable characters, copyrighted artwork, celebrity or personality likenesses, trade marks, protected designs or third-party material.
9. **Client disclosure.** The Client must disclose whether AI has been used in any image, artwork, visual asset or content supplied to Bluezone Media and must explain how the AI tool was used where reasonably requested.
10. **Client warranties.** The Client warrants that all images and content supplied to Bluezone Media are owned by the Client, lawfully licensed to the Client, or otherwise authorised for the intended use, and that the Client has the right to authorise Bluezone Media to use them.
11. **Refusal and removal rights.** Bluezone Media may refuse, remove, suspend or discontinue use of any image, artwork, asset or content if Bluezone Media reasonably considers that it may create legal, intellectual property, regulatory, platform, commercial or reputational risk.
12. **Independent client use.** Clients remain free to use AI-generated images independently through their own channels. Such use is undertaken entirely at the Client's own discretion and risk.
13. **No liability for independent use.** Bluezone Media accepts no responsibility for legal, regulatory, copyright, trade mark, reputational or commercial consequences arising from the Client's independent use of AI-generated imagery.
14. **Client indemnity.** The Client indemnifies Bluezone Media against all claims, losses, liabilities, damages, penalties, costs and expenses arising from Client-supplied AI-generated, AI-assisted or AI-related content, except to the extent caused by Bluezone Media's own unlawful conduct or wilful misconduct.
15. **Future changes.** Bluezone Media may update this policy from time to time to respond to developments in law, regulation, platform policy, technology or commercial risk.

SCHEDULE 6: POPIA / DATA PROCESSING SCHEDULE

1. **Application.** This Schedule applies where Bluezone Media processes Personal Information in connection with the Services, including website forms, hosting, digital business cards, email campaigns, social media, analytics, advertising, support, billing, reporting, migration and related services.
2. **Role allocation.** Depending on the Service, Bluezone Media may act as an operator, responsible party or independent service provider. Where Bluezone Media processes Personal Information on the Client's documented instructions for the Client's purposes, Bluezone Media will generally act as an operator. Where Bluezone Media determines its own purposes and means of processing, it may act as a responsible party.
3. **Client responsibility.** The Client remains responsible for ensuring that Personal Information supplied or made available to Bluezone Media has been collected, processed and disclosed lawfully, and that all required notices, consents, authorisations or lawful bases have been obtained.
4. **Processing purposes.** Bluezone Media may process Personal Information for service delivery, hosting, support, administration, billing, communication, content publication, digital business card operation, form handling, analytics, advertising, security monitoring, reporting, troubleshooting, backups, migration, legal compliance and purposes reasonably connected with the Services.
5. **Processing instructions.** Where Bluezone Media acts as operator, it shall process Personal Information only on documented Client instructions, for the purposes of performing the Services, complying with the Agreement, following lawful platform requirements, or as required by law or a competent authority. The Proposal and applicable Service configuration shall form part of the Client's documented instructions.
6. **Categories of Personal Information.** Personal Information may include names, contact details, job titles, business information, email addresses, phone numbers, social media handles, website enquiry data, form submissions, analytics identifiers, profile information, advertising data, support records, billing data and other information relevant to the Services.
7. **Sub-operators and Third-Party Providers.** The Client authorises Bluezone Media to use Sub-Operators and Third-Party Providers where reasonably necessary for the Services, including hosting providers, platform providers, email service providers, analytics providers, advertising platforms, registrars, cloud providers, software vendors and support tools. Bluezone Media shall ensure that Sub-Operators processing Personal Information on behalf of the Client are subject to written obligations that are no less protective in material respects than the relevant data-processing obligations in this Agreement, having regard to the nature of the Services.
8. **Cross-border processing.** The Client acknowledges that the Services may involve processing, storage or access in South Africa, the United States, Europe, the United Kingdom or other jurisdictions depending on the relevant service provider and service package.
9. **POPIA section 72.** Bluezone Media may transfer Personal Information outside the Republic of South Africa only where the transfer satisfies POPIA section 72 or another applicable Data Protection Law, including through a binding agreement imposing substantially similar protection, an adequate-law basis, consent, necessity for performance of a contract, or another lawful transfer basis recorded in writing. Bluezone Media shall not knowingly permit onward transfers by a Sub-Operator except on materially similar protective terms or another lawful basis.
10. **Security safeguards.** Bluezone Media shall implement and maintain appropriate, reasonable Technical and Organisational Measures meeting the standard in section 19 of POPIA, having regard to the nature of the Services, the Personal Information processed, foreseeable internal and external risks, generally accepted information security practices, and Third-Party Provider limitations.
11. **No absolute security.** The Client acknowledges that no digital service, hosted platform or internet-based processing environment can be guaranteed completely secure.
12. **Security compromise.** Where Bluezone Media becomes aware of reasonable grounds to believe that Personal Information under its control has been accessed or acquired by an unauthorised person, Bluezone Media shall notify the Client as soon as reasonably possible and provide information reasonably required for the Client to assess and comply with section 22 of POPIA or other applicable notification obligations.
13. **Client notification obligations.** Where the Client is the responsible party, the Client remains responsible for determining whether notification to the Information Regulator or affected data subjects is required under POPIA, with reasonable assistance from Bluezone Media where the compromise relates to Services under Bluezone Media's control.
14. **Data subject requests.** Where Bluezone Media receives a data subject request relating to Personal Information processed for the Client, Bluezone Media may refer the request to the Client unless Bluezone Media is legally required to respond directly. The Client shall remain responsible for responding where it is the responsible party.
15. **Assistance.** Where Bluezone Media acts as operator, it shall provide reasonable assistance, within the agreed scope and at the Client's cost unless the request arises from Bluezone Media's proven breach, with data subject requests, regulator enquiries, prior authorisations, security assessments and privacy impact assessments reasonably connected with the Services.

16. **Retention and deletion.** Personal Information shall be retained only for as long as reasonably required for the Services, legal compliance, backup cycles, dispute management, billing, legitimate business purposes or as set out in the Agreement, Proposal or applicable Schedule.
17. **Return or deletion on termination.** Upon termination or expiry of the relevant Services, Bluezone Media shall return, export, delete or anonymise Personal Information in accordance with the Agreement, the Proposal, applicable backup processes and applicable law, save to the extent retention is required for legal compliance, billing, dispute management or legitimate business purposes.
18. **Backups.** Personal Information may remain in backups for a reasonable period until overwritten, deleted or made inaccessible in accordance with applicable backup processes.
19. **Client warranties.** The Client indemnifies Bluezone Media against claims, penalties, losses, costs and expenses arising from the Client's failure to comply with Data Protection Laws, obtain required consents, provide required notices, or give lawful instructions.
20. **UK and other laws.** Where UK GDPR, EU GDPR or another foreign privacy regime applies because of the Client, data subjects or services involved, the parties may need to agree additional terms in the Proposal or a separate data processing addendum.
21. **Confidentiality of personnel.** Bluezone Media shall take reasonable steps to ensure that personnel authorised to process Personal Information are subject to appropriate confidentiality obligations or professional duties of confidentiality.

SCHEDULE 7: DATA MIGRATION AND HANDOVER SCHEDULE

1. **Application.** This Schedule applies to migration, export, handover, archiving, transfer, deletion or discontinuation of Digital Assets, hosted content, websites, domains, digital business cards, data, backups and related materials.
2. **Condition of handover.** Handover is subject to full payment of all outstanding Fees, third-party charges, licence fees, domain fees, advertising spend, migration fees and other amounts owing to Bluezone Media.
3. **Client-owned content.** Where technically possible and within the scope of the relevant Services, Bluezone Media will use reasonable efforts to provide exportable Client-owned content and final bespoke deliverables after termination or cancellation.
4. **Export format.** Where technically possible, exportable Client-owned content shall be provided in a commonly available or reasonably usable format determined by Bluezone Media, having regard to the relevant platform, Third-Party Provider limitations and the scope of the Services.
5. **Excluded materials.** Handover shall not include Bluezone Media's proprietary systems, methodologies, workflows, templates, tools, platform configurations, reusable components, internal development assets, source libraries, licensed third-party software, licensed third-party assets, Hosted Platform infrastructure or Third-Party Provider systems.
6. **Migration services.** Migration, export, transfer, redirection, archiving, technical support or data retrieval services may attract additional charges and may require a separate Proposal or Service Order.
7. **Transition assistance.** If requested by the Client, Bluezone Media may provide reasonable paid transition assistance, knowledge transfer, redirection support, credential handover or cooperation with a new provider, subject to technical feasibility, full payment of outstanding amounts, Third-Party Provider limitations and a separate Proposal or agreed hourly rates.
8. **Technical feasibility.** Bluezone Media is not required to perform migration or handover where it is technically impossible, legally restricted, commercially unreasonable, prevented by Third-Party Provider rules, or outside the scope of the Services.
9. **Retention period.** Unless otherwise stated in a Proposal or Schedule, Bluezone Media may retain Client data, backups and hosted content for 30 days after termination, cancellation or expiry, after which it may delete such data to the fullest extent permitted by law and applicable platform processes.
10. **Shorter platform periods.** Some Third-Party Providers may impose shorter retention, suspension or deletion periods. Bluezone Media is not liable where data is deleted, suspended or restricted by a Third-Party Provider outside Bluezone Media's reasonable control.
11. **Backups.** Data may remain in backups until overwritten, deleted or made inaccessible in accordance with backup cycles. Backup retrieval is not guaranteed and may attract additional charges.
12. **Verification by Client.** The Client is responsible for checking the completeness, accuracy and usability of any migrated, exported or handed-over data promptly after receipt.
13. **No replication guarantee.** Bluezone Media does not guarantee that a website, digital business card, QR platform, hosted service or integration built on proprietary or third-party infrastructure can be replicated, hosted or operated by another provider.
14. **Digital business card limitations.** Standard QRCARD.mobi cards, subdomains, URL paths, hosted destinations and platform configurations are not transferable to another provider except as expressly provided in a custom Proposal.
15. **Domains.** Domain transfers remain subject to registrar rules, registry requirements, accurate registration information, payment of renewal fees, transfer lock periods and other third-party requirements.
16. **Credentials.** Where Bluezone Media holds credentials or administrative access for Client-owned accounts, Bluezone Media will use reasonable efforts to return, transfer or remove such access after termination and full payment, subject to platform rules, security verification and the Client providing required information.
17. **Deletion.** After the applicable retention period, Bluezone Media may permanently delete Client data, backups and hosted content and shall not be liable for loss arising from such deletion where deletion is permitted by the Agreement or applicable law.
18. **Survival.** This Schedule shall survive termination to the extent necessary to give effect to migration, handover, retention, deletion and payment obligations.
19. **Non-hosted project file archiving.** Bluezone Media may retain non-hosted working files, project files, drafts, archived creative files and production materials for up to 90 (ninety) days after project completion for administrative convenience, after which such files may be permanently deleted without further notice, unless a longer retention period is expressly agreed in writing.
20. **Relationship with live service retention.** The 90-day project file archiving period does not extend the 30-day retention period for hosted data, live service data, backups or terminated services unless expressly agreed in a Proposal or required by applicable law.

SCHEDULE 8: WEBSITE LAUNCH / ACCEPTANCE WORDING

1. **Application.** This Schedule applies to website launch, digital asset publication, approval of deliverables, launch sign-off, deemed acceptance, defect notification and post-launch changes.
2. **Review version.** Bluezone Media may provide the Client with drafts, mock-ups, staging links, previews, proofs, test links, scheduled posts or review versions for approval.
3. **Client review obligation.** The Client shall carefully review all review versions before approval, including layout, content, spelling, grammar, pricing, claims, disclosures, contact details, links, forms, product information, images and brand assets.
4. **Approval.** The Client may approve launch or publication by written approval, email approval, electronic approval, online approval, signature, instruction to publish, payment of a launch invoice, or conduct clearly indicating approval.
5. **Deemed acceptance.** Unless otherwise agreed in the Proposal, a website or deliverable shall be deemed accepted if it is published to a live environment at the Client's request or if the Client uses the website or deliverable for more than 14 days after launch without notifying Bluezone Media of a material defect within the agreed scope, provided that deemed acceptance shall not occur while a properly notified Severity 1 Defect or Severity 2 Defect within the agreed scope remains unresolved.
6. **Effect of approval.** Approval or deemed acceptance confirms that the Client has reviewed and accepted the deliverable and that the Client accepts responsibility for the accuracy and lawfulness of approved content, claims, prices, contact information, disclosures, images and visual assets.
7. **Material defects.** A material defect means a reproducible fault that materially prevents the deliverable from functioning substantially in accordance with the agreed scope in the Proposal. A change of preference, new requirement, additional feature, third-party issue or out-of-scope request is not a material defect.
8. **Defect notice period.** Unless otherwise stated in the Proposal, the Client must notify Bluezone Media of any material defect within 14 days after launch or delivery, providing reasonable details, screenshots, steps to reproduce and the severity level claimed where applicable.
9. **Correction and retesting of defects.** Bluezone Media will use reasonable efforts to correct material defects within the agreed scope notified during the defect notice period and resubmit the corrected item for reasonable retesting. Bluezone Media is not required to correct issues caused by Client changes, third-party systems, platform updates, Client misuse, unauthorised access or out-of-scope requirements without additional charges.
10. **Post-acceptance changes.** Changes requested after approval, launch or deemed acceptance may be treated as additional work and charged separately unless they relate to a material defect within the original scope notified during the defect notice period.
11. **Urgent launch.** If the Client requests urgent launch or publication without full review, launch occurs at the Client's risk, and post-launch corrections or changes may be charged separately unless they relate to Bluezone Media's failure to perform the agreed scope.
12. **Creative and social approval periods.** Unless a Proposal states otherwise, creative artwork, social media content, graphics, videos, campaign assets and non-website deliverables should be reviewed and approved within 3 (three) Business Days after submission.
13. **Responsibility after approval.** Final approval confirms that the Client accepts responsibility for spelling, grammar, pricing, dates, contact details, product information, promotional terms, claims, disclaimers and other information contained in the approved artwork, content or deliverable.
14. **Changes after approval.** Any amendments requested after final approval, scheduling or publication may be treated as additional work and charged separately unless they relate to Bluezone Media's failure to perform the agreed scope.

SCHEDULE 9: PROPOSAL / ORDER FORM INCORPORATION WORDING

1. **Purpose.** This wording is intended for inclusion in Bluezone Media proposals, quotations, estimates, invoices, service orders, renewal notices or online acceptance processes to incorporate the Master Digital Services Agreement and applicable Schedules.
2. Recommended incorporation wording. Each Proposal or Service Order should include wording substantially in the following form and should identify the version number or date of the Master Digital Services Agreement and each applicable Schedule:

By accepting this Proposal, paying an Invoice, instructing Bluezone Media to commence work, providing access credentials, or using the Services, the Client accepts and agrees to be bound by Bluezone Media's Master Digital Services Agreement and all applicable Schedules, policies and service-specific terms incorporated by reference. The current version of the Master Digital Services Agreement and applicable Schedules has been attached to this Proposal or made available through an electronic link from which it can be read, stored and reproduced. The commercial scope, deliverables, Fees and timelines are set out in this Proposal. The Master Digital Services Agreement governs the legal, risk allocation, intellectual property, data protection, suspension, termination, liability, indemnity and general terms applicable to the Services.
3. **Order of precedence wording.** Each Proposal should, where appropriate, state that if there is a conflict between the Proposal and the Master Digital Services Agreement, the Proposal prevails only in relation to the specific commercial scope, deliverables, Fees and timelines for that Proposal, while the Master Digital Services Agreement prevails in relation to legal and risk allocation terms unless expressly varied in writing.
4. **Client purchase orders.** If the Client issues a purchase order, supplier onboarding form or procurement terms, the Proposal should state that such terms do not apply unless expressly accepted in writing by Bluezone Media, and that performance of Services does not constitute acceptance of the Client's terms.
5. **Acceptance mechanisms.** Acceptance may occur through signature, electronic signature, email approval, online approval, payment, instruction to proceed, provision of access credentials, use of Services, renewal, or conduct consistent with acceptance.
6. **Applicable schedules.** The Proposal should identify which Schedules apply to the relevant Services, for example website development, hosting and maintenance, digital business cards, social media and advertising, AI policy, POPIA/data processing, migration/handover or launch acceptance.
7. **Scope clarity.** The Proposal should identify included deliverables, excluded deliverables, dependencies, Client responsibilities, revision limits, payment milestones, recurring fees, third-party charges, advertising spend, licence fees, renewal dates and cancellation requirements where applicable.
8. **Future services.** If the Client later purchases additional services, those services should be covered by a new Proposal, accepted quotation, invoice, renewal notice or written instruction incorporating the Master Digital Services Agreement and applicable Schedules.
9. **Implementation for existing clients.** Where Bluezone Media wishes to apply updated terms to existing clients, it should provide written notice of the updated terms and request acceptance through renewal, continued use, signed proposal, email confirmation or other appropriate acceptance mechanism, depending on the commercial relationship and existing terms.
10. **Use of incorporation wording.** Bluezone Media should ensure that each Proposal or Service Order identifies the applicable Schedules and includes the incorporation wording in this Schedule before the Services commence.
11. **Acceptance records.** Bluezone Media should retain the accepted Proposal, version-controlled terms, email approval, electronic acceptance record, payment record or other acceptance evidence for at least 3 (three) years after acceptance or for any longer period required by law or reasonably required for enforcement.
12. **Operational proposal checklist.** Each Proposal should specify, where applicable, the number of posts, number of revision rounds, included meetings, whether reporting is included, content submission deadlines, approval deadlines, rush or express fees, late content fees, business hours, annual closure arrangements, source-file position, whether comment or message management is included, renewal dates, cancellation requirements and any package-specific exclusions.
13. **Existing client implementation.** When rolling out updated terms to existing clients, Bluezone Media should identify the services currently supplied, applicable Schedules, renewal or cancellation date, recurring Fees, payment frequency and any changes to operational workflows so that the Client has clear notice of the updated commercial and operational terms.