



# SLA AGREEMENT

## MEMORANDUM OF AGREEMENT

Between

Slick Salon Solutions (PTY) LTD

(hereinafter referred to as "SLICK SALON SOLUTIONS")

Registration Number	2017/055288/07
Physical Address	104 Vlootboot Street , Unit2 Falcon Mini Factories , Laser Park , Honeydew
Contact Person (Director)	Brandon Randall
Email Address	<a href="mailto:brandon@slicksalons.co.za">brandon@slicksalons.co.za</a>

and

"The Client"

Name	
Registration Number	
Physical Address	

Directors: L Randall Managing Director: B Randall

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Contact Person (Director)	
Email Address	

## 1. Introduction

SLICK SALON SOLUTIONS is a Web Development Company and an eMarketing Services Provider (ESP), providing internet marketing solutions to businesses who want to develop their web presence. These services provide customers with the ability to create quality web presence, while increasing website visitor acquisition, retention, loyalty and revenue.

SLICK SALON SOLUTIONS delivers cross-channel internet marketing solutions for all phases of the e-marketing lifecycle. SLICK SALON SOLUTIONS eMarketing solutions are designed for small, medium and large businesses committed to leveraging the marketing power of the internet, creating stronger and more compelling e-business value.

## 2. Service Description

As an ESP and Web Developer, SLICK SALON SOLUTIONS utilises and supports custom-developed software, 3rd party proprietary software and design software packages in the development, delivery and support of its solutions and service basket.

The solutions and services provided by SLICK SALON SOLUTIONS are to be viewed as the collection and the assimilation of the technology, consultative processes, design processes, delivery and support, as well as the intellectual property, ideas, proposals and systems imbedded within the service, product or solution proposition.

SLICK SALON SOLUTIONS is to be viewed as an outsourced electronic marketing services provider of solutions and services to ("the Client"), irrespective of whether these services are provided on an ongoing or

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ad hoc basis.

### 3. Confidentiality

It is hereby agreed and acknowledged that the confidentiality between the parties to this agreement should be protected to secure and protect any competitive advantage either party may have before engagement, upon the existence of this agreement and after termination of this agreement.

Further, as the parties acknowledge that the Service Provider, may at present, or in the future provide services to 3rd parties, who may be deemed to be competitive to the client either directly or indirectly, that there exists upon the Service Provider an obligation to protect the Confidential Information of the Client. Similarly, it is agreed that due the nature of the Service

Provider's products and services being technical, strategic or innovative, that the Service Provider should be granted protection for its confidential information.

As used in this agreement, "Confidential Information" refers to any information which has commercial value and is:

Technical information, including patent, copyright, trade secret, and other propriety information, techniques, sketches, drawings, service and product models, inventions, know how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of either party,

or

Non-technical information referring to either party's products, including without limitation pricing, margins, business model, operational processes, merchandising plans and strategies, finances, financial and account data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, product images, artwork and any other information, which is propriety and confidential to either party.

For the purpose of this agreement, the party disclosing confidential information shall be regarded as the "Disclosing Party" and the party receiving confidential information, "the Recipient".

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All Confidential Information under this agreement shall be and remain the property of the disclosing party, and nothing contained in this agreement shall be construed as granting or conferring any rights to such Confidential Information on the recipient.

#### **4. Non-Disclosure and Non-Use Obligations**

The Recipient will remain in confidence and will not disclose, disseminate or misuse any confidential information belonging to the Disclosing Party, whether or not in written form. The Recipient agrees to treat all Confidential Information of the Disclosing Party with at least the same degree of care as the Recipient shall treat accords of its own confidential information. The Recipient further represents that it exercises at least reasonable care to protect its own confidential information.

The Recipient shall not, without the prior written consent of the Owner, disclose any Confidential Information to any person other than:

To such of its employees, officers, directors, contractors, agents and professional advisers, as applicable, and in such event only to the extent necessary to the particular project and provided that the Recipient shall, prior or disclosing the Confidential Information to such employees, officers, contractors, agents and professional advisers, issue appropriate instructions to them to satisfy its obligations herein and obtain their agreement to receive and use Confidential Information on a confidential basis on the same condition as contained in this Agreement ; or as required pursuant of any law, court order or other legal compulsion, provided that, prior to such disclosure, The Recipient shall first notify the Disclosing Party in writing of such disclosure requirement and assist the company in protecting such Confidential Information from disclosure.

The Recipient shall be fully responsible to ensure that each of its employees, officers, directors, contractors, agents and professional advisers, that receive the Confidential Information from the Recipient, handles the Confidential Information as required by this Agreement. The Recipient shall be liable for any loss or damage resulting form failure to do so. The recipient shall notify the Company of any unauthorised use, disclosure or possession of Confidential Information that comes to the Recipients attention.

The Recipient shall honour any request from the disclosing party to promptly return or destroy all copies of Confidential Information disclosed under this agreement and all notes related to

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such Confidential Information. The parties agree that the Disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a 3rd party, or otherwise disclosed in breach of this agreement and that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

## 5. Code of Conduct

SLICK SALON SOLUTIONS prescribes to a code of conduct in respect to electronic communication, which includes

but may not necessarily be limited to electronic mail, short message services, web publication or any other electronic communication service.

**Under NO circumstances will SLICK SALON SOLUTIONS ever:**

- Use communication services in connection with chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless it owns or controls the rights thereto or have received all necessary consent to do the same.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.

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SLICK SALON SOLUTIONS will conform to all codes of conduct relating to electronic communication, and will at all times adhere to all legislative requirements which are applicable to electronic communication and internet publication.

## **6. Email and SMS List Ownership and Protection**

Email and SMS lists are the actual email addresses, mobile phone numbers and any additional information, which the Client may provide SLICK SALON SOLUTIONS for the purpose of the distribution of electronic mail and other communication. All Email and SMS lists submitted to the Service Provider, will remain the property of the Client. The Service Provider will not sell, or otherwise make available, any lists or information contained within the lists to any 3rd party for any reason whatsoever. The Service Provider warrants that the Client will enjoy the same measure of security in the event that the Service Provider makes use of 3rd party software or technology. The Service Provider hereby assumes the responsibility to ensure that the Client's email and SMS lists, as well as any additional information in terms of this agreement, remains secure and protected. SLICK SALON SOLUTIONS generates and manages various SMS and email lists, which may be made available for the

distribution of the Client's communication. Use of the Service Provider's email and SMS lists in no way confers a right of ownership to the Client in respect of these lists. All email and SMS lists generated and managed by the Service Provider, shall remain the property of the Service Provider.

SLICK SALON SOLUTIONS however reserves the right to be able to sell the any owned websites, which will include the management rights of the Customers, email and SMS lists, though the ownership of these lists will remain with the Customer who submitted the list(s).

## **7. Permission-Based Electronic Marketing**

The Service Provider provides electronic material services on a permission base only. We have a strict policy against spamming. We forbid the sending of unsolicited mass emails or unsolicited emails of any kind in connection with the marketing of your programs, products and services. We consider spamming to be any activity whereby email messages are directly or indirectly transmitted to any email address that has not solicited such email and does not consent to such

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transmission. We also consider spamming to constitute posting advertisements in newsgroups in violation of the terms of participation in such newsgroup that are off topic, or in newsgroups that do not specifically permit advertisements. We also consider it spamming when advertisements are placed on message boards or in chat rooms when they are not permitted by the terms of participation in such message boards and chat rooms.

## **8. Intellectual Property Rights**

SLICK SALON SOLUTIONS is the owner of the SLICK SALON SOLUTIONS Platform and SLICK SALON SOLUTIONS shall retain all intellectual property rights thereto, whether registered or not, including all current and future content on SLICK SALON SOLUTIONS, which is not owned by a third party or Service Provider, and nothing should be construed as consenting to the Client having the right to use or licence any of the intellectual property.

To the extent that the content is proprietary to the Client, the Client hereby agrees to license free of any charges, SLICK SALON SOLUTIONS the right of use thereof, for the duration of this Agreement.

The SLICK SALON SOLUTIONS Platform and its contents, which includes all intellectual property therein, may not be reproduced, copied, used, sold, displayed, altered or modified in any manner whatsoever, without SLICK SALON SOLUTIONS's express prior written consent thereto.

## **9. Software as a Service (SAAS)**

Unless explicitly stated, all software solutions are provided by SLICK SALON SOLUTIONS as Software as a service

(SAAS). The client will have the right of use of the software according to the prescribed agreement period. The client has no right of ownership over any software, products or applications that are provided on a SAAS basis. The service provider reserves the right to suspend access to any software product or application due to default of payment.

## **10. Commencement & Duration**

This Agreement shall commence on the Commencement Date and commence for one year, where upon the contract can be terminated by 30 days written notice by either party.

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## 11. Availability and Maintenance

SLICK SALON SOLUTIONS shall endeavor to facilitate the ongoing availability of the SLICK SALON SOLUTIONS Platform, however, SLICK SALON SOLUTIONS cannot guarantee the availability on a 24 (twenty-four) hour, 7 days a week basis. SLICK SALON SOLUTIONS reserves the right, within its sole discretion and at any time, to conduct system upgrades and maintenance on the Eco Platform and where possible, shall afford the Subscriber prior notice of any scheduled maintenance or upgrade.

SLICK SALON SOLUTIONS and the Service therein may become unavailable from time to time due to maintenance, electricity supply failure, network problems or for any other reason. SLICK SALON SOLUTIONS shall not be held liable for any interruptions in the availability of the SLICK SALON SOLUTIONS Platform and provision of the Service therein, for any reason.

## 12. Access And Privacy

The Client shall for the currency of this Agreement remain responsible for its own internet connectivity and all costs associated therewith. The Client shall further be responsible for ensuring that it possess the hardware and devices necessary to engage with the SLICK SALON SOLUTIONS Platform.

SLICK SALON SOLUTIONS acknowledges the Client's and/or Service Provider's right to privacy and protection of its Personal Information, and SLICK SALON SOLUTIONS shall respect this right. SLICK SALON SOLUTIONS shall use its best endeavors to, in accordance with these terms and conditions, to protect the Personal Information and to keep it confidential from persons who are not authorised to have access to or view the Personal Information.

The Client agrees that its use of the SLICK SALON SOLUTIONS Platform is for lawful purposes only. The Client agrees that it will not use the SLICK SALON SOLUTIONS Platform for any unlawful purpose, including but not limited to the

commission of a criminal offence, to gain unauthorised access to other computer systems, or for the transmission of unlawful material.

## 13. Service Fees

The Client shall pay, if applicable, the Retainer Fee to SLICK SALON SOLUTIONS one month in advance on the first day of each month in return for the use of the SLICK SALON SOLUTIONS Platform. The Client

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shall pay the Retainer Fee and any invoice of SLICK SALON SOLUTIONS without set off or deduction for any reason whatsoever and however so arising. The Client shall not withhold or defer payment of any amount due to SLICK SALON SOLUTIONS in terms of this Agreement.

In the event that the Subscriber fails to make payment within 5 (five) days of the due date aforementioned, then SLICK SALON SOLUTIONS may without prejudice to any other rights or remedies suspend the Services hereunder or terminate the Agreement by providing 1 (one) week's written notice to the Client.

SLICK SALON SOLUTIONS may, in its sole discretion decide to suspend or discontinue with the Service on the SLICK SALON SOLUTIONS Platform and may suspend or terminate the Client's access to the SLICK SALON SOLUTIONS Platform itself, in the event that the Client has failed to make payment and the Client shall have no recourse in any event of suspension or termination.

SLICK SALON SOLUTIONS may increase the pricing of its SLICK SALON SOLUTIONS Packages annually on each anniversary of the commencement date and will keep the annual escalations at 8% (eight percent) or the consumer price index, whichever is the greater. SLICK SALON SOLUTIONS will give the Subscriber written notice of any escalation which exceeds 8% (eight percent).

#### **14. Warranty Disclaimer; Remedies**

Use of the services and any reliance by the Client upon the services, including any action taken by the Client because of such use or reliance, is at the Client's sole risk. The Service Provider does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the services. The services are provided "as is" and the Service Provider disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

#### **15. Limitation of Liability**

To the maximum extent permitted by law, under no circumstances and under no legal theory, tort, contract, or otherwise, shall the Service Provider or any of its underlying service providers, business partners, information providers, account providers, licensors, employees, distributors

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or agents (collectively referred to for purposes of this section as "the Service Provider") be liable to the Client or any other person for any money damages, whether direct, indirect, special, incidental, cover, reliance or consequential damages, even if the Service Provider shall have been informed of the possibility of such damages, or for any claim by any other party. In the event that notwithstanding the foregoing, the Service Provider is found liable to the Client for damages from any cause whatsoever, and regardless of the form of the action (whether in contract, tort (including negligence), product liability or otherwise), the liability of the Service Provider to the Client will be limited to the amount paid by the Client for the service.

## 16. General

It is agreed that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

The terms and conditions of this agreement will be governed by and construed in accordance with the laws of South Africa, and the parties shall submit to the jurisdiction of the South African Courts. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions. Failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to in writing.

The client should familiarize themselves with the following Policies as published on the SLICK SALON SOLUTIONS

website [www.SLICK SALON SOLUTIONS.co.za](http://www.SLICK SALON SOLUTIONS.co.za):

**Spam Policy:** <http://www.SLICK SALON SOLUTIONS.co.za/spam-policy>

**Privacy Policy:** <http://www.SLICK SALON SOLUTIONS.co.za/privacy-policy>

**Acceptable Use Policy:** <http://www.SLICK SALON SOLUTIONS.co.za/acceptable-use-policy>

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This done and signed on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020 in \_\_\_\_\_ .

\_\_\_\_\_  
On Behalf of the Client

\_\_\_\_\_  
On Behalf of the Service Provider

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Witness One

\_\_\_\_\_  
Witness Two

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

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