
AMPLE DIGITAL (Pty) Ltd Policy

July 2023

1. PURPOSE:

The purpose of this policy is to establish guidelines and procedures for the operation of our agency based in South Africa. It aims to ensure ethical and responsible practices, compliance with legal and regulatory requirements, and the provision of high-quality services to clients.

2. CODE OF CONDUCT:

- a. Professionalism: All employees must maintain a high level of professionalism, integrity, and ethical behavior in their interactions with clients, colleagues, and the public.
- b. Confidentiality: Employees must respect client confidentiality and handle sensitive information securely. Non-disclosure agreements (NDAs) should be signed with clients when required.
- c. Conflict of Interest: Employees must disclose any potential conflicts of interest that may arise in the course of their work and avoid situations that could compromise their objectivity or impartiality.
- d. Compliance: All employees must comply with applicable laws, regulations, industry standards, and best practices related to digital marketing, data protection, privacy, and advertising.
- e. Fair Competition: The agency will engage in fair and ethical competition, avoiding any actions that may harm competitors or undermine the reputation of the industry.
- f. Respect for Diversity: The agency is committed to promoting diversity, inclusion, and equal opportunities in the workplace, ensuring fair treatment and respect for all employees and clients.

3. CLIENT RELATIONSHIPS:

- a. Transparent Communication: The agency will maintain open and honest communication with clients, providing regular updates, progress reports, and performance metrics. Any issues or concerns raised by clients will be addressed promptly and professionally.
- b. Client Confidentiality: The agency will handle client information with utmost confidentiality, ensuring that data is securely stored, accessed only by authorized personnel, and not shared with third parties without prior consent.
- c. Conflict Resolution: In the event of a dispute with a client, the agency will strive to resolve the issue amicably through effective communication, negotiation, and mediation, if necessary.
- d. Client Satisfaction: The agency will prioritize client satisfaction and strive to exceed client expectations by delivering high-quality services, meeting deadlines, and providing excellent customer support.

4. DATA SECURITY AND PRIVACY:

- a. Data Protection Compliance: The agency will comply with all relevant data protection laws and regulations, such as the Protection of Personal Information Act (POPIA) in South Africa. Personal data will be collected, processed, and stored securely, and individuals' privacy rights will be respected.
 - b. Data Breach Response: In the event of a data breach, the agency will follow established procedures to promptly identify and mitigate the breach, notify affected individuals and the relevant authorities, and take necessary steps to prevent future incidents.
 - c. Third-Party Services: When engaging third-party service providers that handle client data, the agency will conduct due diligence to ensure they have appropriate data protection measures in place.
- Protection of Personal Information Act
 - a. The Service Provider acknowledges the importance of privacy and the protection of personal information. We are committed to safeguarding such information.
 - b. Our privacy policy, which can be downloaded from our website at www.ampledigital.co.za, explains how we obtain, use, and disclose personal information.
 - Use of Personal Information
 - a) Personal information shall be used only for the purposes for which it was collected and agreed upon with the individual.
 - b) Access to personal information, including social media or website accounts, may be necessary for the performance of our services on behalf of clients.
 - c) The Service Provider may have access to the client's email password and login details in case of forgotten login credentials. This access will only be utilised upon formal client request and not for any other purposes.
 - d) Upon termination of services, The Service Provider will hand over all confidential information and destroy any copies within 20 (twenty) days, unless the client's account is in arrears.
 - e) Confidential information will be treated with the highest level of secrecy, and The Service Provider will not share it with third parties or anyone that is not involved in the service provision.

5. INTELLECTUAL PROPERTY RIGHTS:

- a. Ownership: The client acknowledges and agrees that any intellectual property rights created, developed, or provided by the service provider in the course of providing the services, including but not limited to website design, content, graphics, software, and social media assets, shall be the exclusive property of the client.

- b. Pre-existing Intellectual Property: The client represents and warrants that it possesses all necessary rights, licenses, and permissions to use any pre-existing intellectual property provided to the service provider for incorporation into the website or social media platforms. The client retains ownership of any pre-existing intellectual property provided.
- c. License: The client grants the service provider a non-exclusive, royalty-free license to use the client's intellectual property solely for the purpose of providing the contracted services. This license terminates upon completion or termination of the agreement, except for any intellectual property developed specifically for the client.
- d. Third-party Intellectual Property: If the service provider incorporates any third-party intellectual property, such as open-source software or licensed components, into the website or social media platforms, the client agrees to abide by the respective terms and conditions of those intellectual property rights.
- e. Client's Obligations: The client warrants that any content or materials provided to the service provider for use in the website or social media platforms do not infringe upon the intellectual property rights of any third party. The client shall indemnify and hold the service provider harmless against any claims, costs, or damages arising from any alleged infringement.
- f. Non-Disclosure: Both parties agree to maintain strict confidentiality regarding any confidential or proprietary information shared during the course of the agreement, including intellectual property, trade secrets, business strategies, and customer data.
- g. Transfer of Rights: Upon full payment and satisfaction of all obligations under the agreement, the service provider shall transfer and assign to the client all intellectual property rights developed or created during the provision of the services.
- h. Retention of Tools and Techniques: Notwithstanding the transfer of intellectual property rights, the service provider retains the right to use any general tools, techniques, methodologies, or know-how acquired or developed during the provision of the services, provided that no client-specific proprietary information is disclosed

6. ETHICAL ADVERTISING AND MARKETING PRACTICES:

- a. Truth and Accuracy: All advertising and marketing materials produced by the agency will be truthful, accurate, and not misleading, adhering to the Advertising Standards Authority of South Africa (ASA) guidelines.
- b. Legal Compliance: The agency will comply with all relevant advertising and marketing laws, regulations, and self-regulatory codes, such as the Consumer Protection Act (CPA) and the Code of Advertising Practice.
- c. Responsible Targeting: The agency will use responsible targeting methods, avoiding practices that may exploit vulnerable populations or infringe on individuals' rights to privacy.
- d. Unacceptable Content: The agency will not produce or promote content that is discriminatory, offensive, defamatory, illegal, or violates the rights of any individual or group.

7. CONTINUOUS TRAINING AND IMPROVEMENT:

- a. Professional Development: The agency will invest in ongoing training and development programs to enhance employees' skills and knowledge in digital marketing, emerging technologies, and industry trends.
- b. Performance Evaluation: Regular performance evaluations will be conducted to assess employees' performance, identify areas for improvement, and recognize achievements.
- c. Process Optimization: The agency will continuously review and optimize internal processes, workflows, and technologies to ensure efficiency, productivity, and the delivery of high-quality services.

8. LIMITED LIABILITY:

- a. Limitation of Liability: To the fullest extent permitted by law, the service provider's total liability to the client, whether in contract, tort (including negligence), or otherwise, arising out of or in connection with this agreement or the provision of services shall be limited to the total fees paid by the client to the service provider for the specific services giving rise to the liability preceding the event giving rise to the claim.
- b. Exclusion of Consequential and Indirect Damages: In no event shall the service provider be liable to the client for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, data, or business opportunities, even if the service provider has been advised of the possibility of such damages.
- c. Exceptions to Limitations: The limitations of liability set forth in this clause shall not apply to:
 - Claims arising from the service provider's gross negligence, willful misconduct, or intentional breach of this agreement;
 - Personal injury or death resulting from the service provider's negligence or willful misconduct;
 - Claims arising from the service provider's breach of its obligations under applicable data protection and privacy laws;
 - Claims for which limitations of liability are expressly prohibited by applicable law.
- d. Allocation of Risk: The limitations and exclusions of liability in this clause allocate the risks between the service provider and the client. The client acknowledges that the fees charged by the service provider reflect this allocation of risk and the limitations of liability stated herein.
- e. No Waiver: The failure of either party to enforce any provision of this limited liability clause shall not be deemed a waiver of future enforcement of that or any other provision.

9. LATE PAYMENTS:

- a. In the event of late payment by the client, the service provider reserves the right to charge a penalty fee in accordance with the laws and regulations of South Africa. The penalty fee will be calculated as a percentage of the outstanding amount and will accrue from the due date of payment until the full amount is received by the service provider.

- b. In the event of late payment by the client, the service provider reserves the right to suspend services until full payment is received. The service suspension may include the temporary discontinuation of all or part of the services provided under this agreement. The service provider will provide written notice to the client regarding the suspension of services, specifying the outstanding payment amount and the deadline for payment to reinstate the services. The client acknowledges that the service provider shall not be liable for any damages or losses incurred as a result of the service suspension due to late payment.

- **Late Payment Arrangement:**

In the event of late payment by the client, the following payment arrangement shall apply:

- a. **Late Payment Notification:** The service provider shall notify the client in writing of the overdue payment and the applicable penalty fees, as specified in this agreement.
- b. **Payment Deadline:** The client shall be granted a grace period of 7 days from the date of the notification to make the outstanding payment in full. The payment deadline shall be clearly communicated to the client in the notification.
- c. **Payment Plan Request:** If the client is unable to make the full payment within the provided grace period, they may request a payment plan arrangement by submitting a written request to the service provider. The request should include the proposed payment schedule and any additional information required by the service provider.
- d. **Service Suspension:** Until the outstanding payment is made in full or a payment plan arrangement is agreed upon, the service provider reserves the right to suspend or restrict services, as outlined in this agreement.
- e. **Payment Plan Approval:** The service provider will review the client's payment plan request within a reasonable timeframe. The approval of a payment plan arrangement shall be at the sole discretion of the service provider and subject to mutually agreed-upon terms and conditions.
- f. **Revised Payment Schedule:** If the service provider approves the payment plan request, a revised payment schedule will be provided to the client, specifying the due dates, amounts, and any applicable interest or penalties.
- g. **Compliance with Payment Plan:** The client agrees to strictly adhere to the approved payment plan. Failure to make payments as per the agreed-upon schedule may result in further penalties, service suspension, or other remedies as outlined in this agreement.
- h. **Early Payment:** The client may make early payments towards the outstanding balance without penalty. Any early payments received shall be applied first towards any outstanding penalty fees, interest, or other charges, and then towards the principal amount owed.
- i. **Termination for Non-Compliance:** If the client fails to adhere to the approved payment plan and does not make the required payments within the specified timeframes, the service provider reserves the right to terminate the agreement in accordance with the 'Termination Clause' of this agreement.

- j. No Waiver: The service provider's decision to allow a payment plan arrangement for a late payment shall not be deemed a waiver of its rights to enforce the terms of this agreement or exercise remedies for future late payments.

Both parties agree to comply with the terms of this payment arrangement clause and acknowledge that any dispute arising from late payments or payment plans shall be subject to the applicable dispute resolution provisions outlined in this agreement.

10. POLICY REVIEW:

- a. This policy will be reviewed periodically to ensure its relevance and effectiveness. Any necessary updates or revisions will be made in accordance with changes in legal and regulatory requirements or industry best practices.

By adhering to this comprehensive policy, Ample Digital (Pty) Ltd aims to uphold ethical standards, provide exceptional services to clients, protect data privacy, and contribute positively to the digital marketing industry in South Africa.

If you have any questions regarding this policy, please email us at: **Info@ampledigital.co.za**