

Terms and Conditions

These Terms and Conditions (the "Agreement") govern the use of services provided by Ovation Concepts (PTY) LTD, an information technology and communication (ITC) company (referred to as "we," "us," or "our") to our clients (referred to as "you" or "your"). By using our services, you agree to comply with and be bound by these terms. Please read this Agreement carefully.

Services:

- 1.1 We will provide ITC services to the best of our abilities and in accordance with industry standards.
- 1.2 The specific details and scope of services, including any limitations or exclusions, will be outlined in a separate agreement or statement of work.

Client Responsibilities:

- 2.1 You will provide us with accurate and complete information necessary for the provision of services.
- 2.2 You will cooperate with us and provide timely feedback, approvals, and access to relevant systems or resources required for the completion of services.
- 2.3 You are responsible for maintaining the security and confidentiality of any account credentials or access provided to you.

Fees and Payments:

- 3.1 The fees for our services will be specified in the separate agreement or statement of work.
- 3.2 Unless otherwise agreed, payment terms are [specific terms, such as monthly, quarterly, or upfront payment].
- 3.3 All fees quoted are exclusive of any applicable taxes, which will be your responsibility.

Intellectual Property:

- 4.1 Any intellectual property rights owned by us prior to providing services will remain our sole property.
- 4.2 Any intellectual property created as a result of providing services, including software, designs, or documentation, will be owned by us, unless otherwise agreed in writing.

Confidentiality:

5.1 Both parties agree to keep any confidential information received from the other party confidential and not disclose it to any third party without prior written consent.

5.2 The obligation of confidentiality will continue even after termination of services.

Limitation of Liability:

6.1 We will make reasonable efforts to provide accurate and reliable services. However, we do not guarantee the results or outcomes of our services.

6.2 In no event shall we be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to our services.

Termination:

7.1 Either party may terminate this Agreement by providing written notice to the other party.

7.2 Upon termination, any outstanding fees or obligations owed to us shall become immediately due and payable.

Governing Law and Jurisdiction:

8.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

8.2 Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

Entire Agreement:

9.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

By using our services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions. If you do not agree with any part of this Agreement, please refrain from using our services.