
The following Terms & Conditions are a legal and binding document, applicable to all Products and/or Services undertaken by My Ebook (Pty) Ltd (MYeBook) or its Partners, for and on behalf of any Client(s) who have duly received MYeBook's Quotation(s) for any such Products and/or Services, and therefore authorised MYeBook to render the aforementioned Products and deliver said Services.

1. Services and Project Specifications.

- 1.1. Project Specification refers to the aggregation and scope of the Services to be undertaken and delivered by MYeBook and its Partners, chosen and paid for by the Client. The scope and extent of the Client's Project must be clearly communicated to MYeBook.
- 1.2. MYeBook offers a variety of Services and makes use of a number of Partners to administer and complete the Services. These Terms and Conditions are applicable to the Partners, *mutatis mutandis*.
- 1.3. Prices displayed on the MYeBook website for the individual Services are guidelines only and may be adjusted upwards depending on the extent of the Project, complexity and format of documents provided, Partner price increases, tight deadlines provided by the Client, and/or other factors. Clients will be quoted accordingly.
- 1.4. Each Service offered and provided by MYeBook and its partners entails its own process. By agreeing to these General Terms and Conditions the Client is also bound by the Terms and Conditions of each specific Service used and paid for, which will be incorporated as if set forth in full herein:
 - 1.4.1. **Editing** Terms and Conditions.
 - 1.4.2. **Cover Design** Terms and Conditions.
 - 1.4.3. **Illustrations** Terms and Conditions.
 - 1.4.4. **Typesetting** Terms and Conditions.
 - 1.4.5. **eBook Conversion** Terms and Conditions.
 - 1.4.6. **Amazon Publishing** Terms and Conditions.
 - 1.4.7. **Website Design** Terms and Conditions.

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- 1.5. The Client must supply all the requested and necessary information to MYeBook in order for MYeBook to issue an accurate and binding quotation and complete the Services effectively and efficiently.
 - 1.6. The Client must communicate her/his/its requirements and scope of the work to be done by MYeBook clearly.
 - 1.7. MYeBook will provide the Client with a Welcome Letter and Questionnaire at the start of the process of each main Service, at MYeBook's discretion. The Client undertakes to read the Welcome Letter properly in order to better understand the process and fill out the Questionnaire completely and accurately.

2. Communication

- 2.1. MYeBook and its Partners can only be contacted during normal business hours i.e. 8:00 to 17:00, Monday to Friday. Any communication sent by a Client outside these times will be attended to during business hours during the next business day.
- 2.2. Communication between the Client and MYeBook and its Partners will take place via emails or phone calls. WhatsApp is an inappropriate communication method and MYeBook and its Partners retains the sole discretion to respond to messages received via WhatsApp from Clients.
- 2.3. MYeBook's Services are completed online, therefore communication will be limited to emails and phone calls and MYeBook has the sole discretion to schedule face-to-face or Skype meetings.
- 2.4. Clients undertake to not send numerous emails in a short period of time to MYeBook and its Partners and to comply with email etiquette at all times.
- 2.5. The Client, MYeBook, and its Partners undertake to communicate courteously at all times. Swearing, insults, threats, and screaming will not be tolerated under any circumstances.

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3. Expectations and Undertakings

- 3.1. The Client acknowledges that MYeBook's Services are undertaken and completed exclusively online; MYeBook is not a IT company and cannot assist Clients with any IT related problems. Clients are expected to be computer literate/tech savvy or employ the assistance of someone who is.
- 3.2. Clients undertake to do the necessary research and homework in order to better understand the self-publishing process. [Frequently asked questions and answers](#) can be found on MYeBook's website.
- 3.3. MYeBook and its Partners undertake to keep any documentation or information provided by the Client safe and confidential but cannot be held liable for disclosure outside their control.
- 3.4. Clients must inform MYeBook of any deadlines before the Project commences. MYeBook undertakes to attempt to cater for deadlines, however, Clients acknowledge that there are limitations on how much any process can be rushed.
- 3.5. If a Client requests that projects be completed within a deadline that is shorter than the quoted lead time, such Client will be required to pay the full quoted amount upfront before work on the project commences, subject to Clause 5.5.
- 3.6. Timelines provided for on the Quotation or otherwise are guidelines only. MYeBook and its Partners undertake to work expeditiously to complete the quoted Products and/or Services within the Project Specifications and time-frames indicated; external factors may however delay the process.
- 3.7. MYeBook cannot be held responsible for delays outside of their control.

4. Quotations.

- 4.1. Quotations are valid for 14 (fourteen) consecutive calendar days from the documented date on the Quotation. This period may be adjusted upwards at MYeBook's sole discretion.
- 4.2. Quotations are only for work specified, additional work or changes will be quoted or invoiced as agreed, separately.
- 4.3. If MYeBook receives notification of the Client's acceptance of the Quotation with variation, MYeBook will update the Quote to reflect the Services agreed upon between the parties.

5. Deposits and commencement of work.

- 5.1. Once the Quote, with or without variation, has been accepted by the Client in writing, the Client must pay at least 50% of the final full amount quoted, if such amount exceeds ZAR 3000, to commence work.
- 5.2. If the full quoted amount is ZAR 3000.00 or less, then the quoted amount must be paid in full by the Client to commence work.
- 5.3. In the event that the Client only chooses Editing as a Service the full amount for Editing as it appears on the Quote must be paid to MYeBook to commence the Service.
- 5.4. Once the amount, as stipulated in Clause 5.1. to 5.3., is received by and reflects in MYeBook's bank account, MYeBook will provide the Client with an Invoice for the amount paid by the Client and as reflected in MYeBook's account.
- 5.5. Products and/or Services as described in the Quotation/Invoice will only commence once the Client's deposit as stipulated in Clauses 5.1. to 5.3. has been confirmed as received by MYeBook.

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- 5.6. Deposit amounts to commence work, as stipulated above, are non-negotiable.
 - 5.7. Should the Client pay more than the required 50% Deposit, the balance is refundable within 10 (ten) calendar days should the Agreement be terminated by either party (refer to Clause 13.)
 - 5.8. Any amount paid by the Client, greater than the 50% required Deposit, does not construe or imply any additional right(s) other than what is stipulated in these Terms and Conditions.

6. General Payment Rules

- 6.1. Payments must, unless agreed otherwise between the parties, be made into MYeBooks Business Account as reflected on the Quote/Invoice.
- 6.2. MYeBook will only accept Cheques if the Client informs MYeBook before making the payment. The Client acknowledges that Cheques take a minimum of 7 (seven) business days to clear, which will delay MYeBook commencing work and is therefore subject to Clause 5.2.
- 6.3. Payment by Cheque carries a surcharge of ZAR 100 per Cheque and must be added to any amounts paid via Cheque.
- 6.4. If the Client makes payment via an ATM Transfer, a ZAR 100 surcharge must be added to the full amount paid via each ATM Transfer.
- 6.5. Clients may pay amounts due, into MYeBook's PayPal Account if agreed on between the parties. Payment's into such PayPal account carries a 5% surcharge of the amount transferred.
- 6.6. If the Client is affecting an International Wire Transfer to pay for Services/Products quoted/invoiced by MYeBook, a minimum of ZAR 500 must be added to the amount paid by the Client.

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- 6.7. MYeBook is not a credit service provider and does not grant any credit facilities whatsoever.
 - 6.8. Client accounts, quotations and invoices do not imply negotiable payment terms.

7. Required Documentation.

- 7.1. Required Documentation refers to any and all information necessary for the timeous commencement and delivery of Products and/or Services as described in these Terms and Conditions and indicated by the Project Specifications.
- 7.2. The Client is to provide all Required Documentation electronically to MYeBook to initiate work on aforementioned quoted Products and/or Services, unless they are to be created as part of the project.
- 7.3. The Client's quoted and accepted Products and/or Services will only be queued and allocated accordingly, after compliance with Clause 7.2. above.
- 7.4. If the Client does not supply MYeBook with the Required Documentation within 20 (twenty) calendar days from the date the Deposit reflects in MYeBook's account, the entire amount of the Agreement becomes due and payable, should the Client choose to continue the Agreement with MYeBook.
- 7.5. If the Client still has not submitted or provided all the Required Documentation within 45 (forty-five) calendar days the date the Deposit reflects in MYeBook's account, an additional continuation fee of 15% of the total Quotation(s) will be billed for each month until the quoted Products and/or Services are completed.

8. Copyright.

- 8.1. The Client has to ensure they have the Copyright for all material supplied to MYeBook.
- 8.2. MYeBook, its employees, independent contractors, affiliates, agents, agencies or any associates involved in a Client's Products and/or Services, will not be liable or held responsible for any Copyright disputes.
- 8.3. If and when MYeBook are informed that material was provided without the required Copyright, illegal content will be removed and deleted immediately, and the Client will be billed with the cost thereof.
- 8.4. MYeBook does not take any responsibility for any and all content supplied from the Client without proper Copyright whatsoever.

9. Review and Changes.

- 9.1. Once the process of each Service has been completed, the Client will be provided with a number of specified days to review the product/service and respond with amendments and/or improvements in writing by e-mail. Please see the specific terms and conditions for the Services offered by MYeBook as listed under Clause 1.3. for review and changes timelines for each Service.
- 9.2. Reviews or Changes that fall outside the scope of the original Project Specifications, referred to as Scope Creep, will be quoted and invoiced over and above the original Quotation. Please see the specific terms and conditions for the Services offered by MYeBook as listed under Clause 1.3. for Scope Creep for each service.
- 9.3. Should MYeBook not receive a reply within the specified time via e-mail, the specific Service will be considered as complete. Therefore, MYeBook and its Partners take no responsibility for content, design or other errors thereafter.

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10. Completion Date and Balance of Payment.

- 10.1. The Completion Date of the Project or Service is affected by feedback and content received from the Client. Time-frames will be adjusted within reason, notwithstanding these Terms & Conditions.
- 10.2. The Client will be informed once the last Service in the Project Specification, as Quoted for, is about to commence, at which point the Balance of Payment becomes due and payable.
- 10.3. MYeBook will invoice the Client for the Balance of Payment. The Balance of Payment as stated on the Invoice must be paid into MYeBook's stipulated bank and account details as provided on the said Invoice, within 30 (thirty) consecutive calendar days of date of the Invoice.
- 10.4. The General Payment Rules as stipulated in Clause 6 apply *mutatis mutandis* to the Balance of Payment.
- 10.5. The Completion Date is the date on which the final Service, as quoted for, is completed, subject to Clause 9 above.
- 10.6. All work remains the property of MYeBook until the full and final payment reflects in MYeBook's account.
- 10.7. Once full and final payment has been received, MYeBook will hand all remaining documents and information over to the Client at which point ownership of the work passes to the Client. MYeBook undertakes to keep copies of all work completed as far as possible for future use by the Client, but the ultimate responsibility for the completed work/documents lies with the Client once ownership has passed.
- 10.8. Please note that any further adjustments or amendments after the Completion Date will be at an additional cost as set out in Clause 11.

11. Additional Work

- 11.1. Additional Work requested and agreed to, or any other work in progress for the Client after the Completion Date of the original Agreement, will be billed separately in accordance to these Terms and Conditions, quoted and agreed to.
- 11.2. All payment(s) and time-frame(s) as set out in these Terms and Condition shall apply.
- 11.3. Scope Creep will not be tolerated, and setting clear goals, objectives and specifications in the initial negotiations and Project Specifications with MYeBook remain the responsibility of the Client.
- 11.4. MYeBook may suggest Additional Work for the Client's project and reserves the right to do so free of charge or MYeBook will issue the Client a Quotation accordingly.

12. Legal Costs.

- 12.1. Failure to comply with these Terms and Conditions regarding payments and fees will result in legal action from MYeBook's legal representative(s), and the full outstanding balance becomes payable.
- 12.2. All legal costs resulting from non-payment will be accrued to the Client's outstanding balance.

13. Cancellations.

- 13.1. Cancellations of the Project or specific Service by the Client will only be accepted if such cancellation is communicated to MYeBook directly in writing via email.

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- 13.2. MYeBook reserves the right at its discretion to cancel this Project or Services should the Client breach any of the Terms and Conditions stated herein.
 - 13.3. At the date of cancellation, all Fees up to that point of work will be calculated. If the Fees calculated are greater than the amount paid by the Client up to date, the Client will be invoiced accordingly, and the amount will be payable to MYeBook within 7 (seven) calendar days of Invoice date.
 - 13.4. MYeBook will refund Clients amounts paid that exceed the calculated fees within 14 (fourteen) days of receiving the notification of cancellation in writing.
 - 13.5. Fees will include work done on specific Services up to that point as well as an administration fees for time spent by MYeBook and its Partners dealing with the Client and administering the Project and/or Services.

14. General.

- 14.1. MYeBook reserves the right to make changes to these Terms and Conditions at any time without prior consent of any or all of their Clients or Partners.
- 14.2. These Terms and Conditions are legally binding in accordance with the publishing date hereof, as incorporated on MYeBook's own website, and date of requesting a Quote and receiving the same.