



## TERMS OF SERVICE

By engaging our services, the client hereby agrees to the hiring of Ibillion Records cc t/a Jonathan G. Shaw (hereafter referred to as "Ibillion"). The total payable by the client to Ibillion shall be according to the invoices the client receives, excluding VAT (if applicable) payable as set out in our general terms of service, as follows:

1. A 50% holding deposit of the quoted services must be paid to confirm a booking. In the event that the client wishes to pay 100% of the quoted service fee in advance via EFT, the client shall be entitled to a 10% discount, except on services that are "express". "In advance" shall mean 36 hours before the requested time, as well as any waiting list times in force at the time of booking.
2. In the event that notice of cancellation is not given by the client within 36 hours before the booking, the holding deposit shall be forfeited.
3. The balance of the quote as well as the fee for any additional services used must be paid at the end of the booking. Without payment any recordings, scores, documents or other materials produced will not be released to the client, or services or service results shall be withdrawn, stopped, unpublished or cancelled until payment is completed.
4. Upon payment outlined in Term 3 above the ownership and copyright of any materials or recordings will vest in the client. The client's failure to pay the full amount shall result in Ibillion Records cc retaining ownership and copyright.
  - 4.1. The client agrees that all processes and skills of Ibillion are the property of Ibillion Records cc and as such only the results of such processes and skills are owned by and released to the client. This includes, but is not limited to, mixing and mastering equalisation, compression and other settings.
  - 4.2. Ibillion Records cc agrees not to share, distribute or pass on the client's material, whether provided to or generated by Ibillion Records cc, to any third party without the client's express verbal or written permission.
5. The client certifies that they have obtained any rights to use backtracks, cover-versions, samples or any other 3<sup>rd</sup> party property and indemnifies and holds Ibillion Records cc harmless from any damages that may arise from that use.
6. The client is entitled, prior to post-production and / or final delivery, to one (1) scope review and substitution of work-reference for project work such as packages that fall outside hourly terms. Thereafter, should the scope need to change again, hourly fees will apply. Should the project reach post-production (editing, mixing, mastering or final delivery), approved prior by the client, a scope change shall be considered a new order by the client and fees payable for a new project.
7. The client, when using business equipment, is liable for damages or repairs they may cause on this equipment and failure to pay for damages will cause forfeiture of any booked time, recordings, scores or other materials produced by Ibillion Records cc. The client's failure to pay shall result in Ibillion Records cc retaining ownership and copyright in any recordings or materials produced.
8. The client is prohibited from eating, smoking or drinking alcohol in the studio. Liquids must be handled with due care (subject to clause 6 above).
9. The client accepts the risk and holds Ibillion Records cc harmless in the event of losing any or all data, working files or other material from fire, theft or any other reason, in the possession of Ibillion Records cc. The client acknowledges that backing up these materials is their sole responsibility.
10. Ibillion Records cc shall not be liable to refund any amounts paid by the client. Payments not allocated to business services within 12 months of receipt shall be forfeited.

### Contact Details:

Cell & Whatsapp: +27834981807  
E-mail: [create@ibillion.com](mailto:create@ibillion.com)  
Fax: 086 554 6364  
Websites: [www.ibillion.com](http://www.ibillion.com),  
[www.jonathang.shaw.com](http://www.jonathang.shaw.com),  
[www.thesouthafricanmusicbusiness.info](http://www.thesouthafricanmusicbusiness.info)  
Reg. No.: CK 2006/127489/23  
Member: Jonathan George Shaw

### Physical Address:

129 River Road,  
Fontainebleau,  
Randburg,  
Johannesburg,  
South Africa  
2194

### Postal Address:

Jonathan G Shaw  
P.O. Box 375  
Fontainebleau,  
Randburg, Johannesburg,  
2032

### SA Banking Details:

Acc. Name: IBILION  
Acc. No.: 62112259959  
Acc. Type: Cheque  
Branch: FNB, Cresta  
Branch Code: 254905

### Global Account (US\$):

Account No.: 62869249493 USD  
Bank Name: First National Bank  
Bank Address: FNB Forex, 30 Diagonal  
Street, FNB Place, 9th Floor,  
Johannesburg, 2001 (Head Office)  
Branch code: 254655  
SWIFT Address: FIRNZAJXXX

### OR PayPal:

<https://www.paypal.me/ibillion>  
Or pay through our website!

**Payment Reference: YOUR NAME  
& CUSTOMER NUMBER**