DigiKat Dispute Resolution Policy

1. Purpose

The Dispute Resolution Policy establishes a structured process for resolving disputes between DigiKat and its clients regarding project deliverables, timelines, payments, or other issues. This policy ensures fairness, transparency, and adherence to agreed-upon terms and conditions while protecting both parties' interests.

2. Scope

This policy applies to all projects, agreements, and interactions between DigiKat and its clients, and is designed to:

- Prevent escalation of disputes through proactive resolution measures;
- Support DigiKat's Refund and Reimbursement Policy and Client Responsibility Policy;
- Clearly define steps for resolving disagreements in a professional manner.

3. Dispute Resolution Process

3.1 Initial Resolution Attempt

1. Open Communication: The client and DigiKat team must engage in direct communication to identify and clarify the issue;
2. Document the Concern: The client must provide a detailed written description of the dispute, including:
   - Project name and ID;
   - Specific issue(s) with supporting evidence (e.g., emails, timelines, deliverables);
   - Desired resolution.
3. Internal Review: DigiKat will review the concern within 5 business days and provide a written response, including:
   - A summary of findings;
   - Proposed solutions, if applicable.

3.2 Escalation to Management

If the initial resolution attempt fails, the dispute will be escalated to DigiKat's management team:

1. **Client Submission:** The client must formally request escalation by submitting:
    ○ All relevant documentation;
    ○ Evidence of compliance with DigiKat's policies (e.g., adherence to the Client Responsibility Policy).
2. **Management Review:** DigiKat's management will:
    ○ Conduct an impartial review of the dispute within 10 business days;
    ○ Propose a resolution in writing.

3.3 Mediation

If a resolution is not reached after management review, both parties will agree to third-party mediation:

1. **Selection of Mediator:** Both parties will mutually select an independent mediator/facilitator;
2. **Mediation Process:**
    ○ The mediator will facilitate discussions and propose solutions within a set timeframe (e.g., 15 business days);
    ○ Both parties must agree to the mediator's terms and recommendations.
3. Costs: Mediation costs will be shared equally by both parties.

3.4 Final Resolution

If mediation fails or is declined by the client, DigiKat's decision will be considered final and binding. Clients who fail to adhere to this process or take alternate actions forfeit their ability to pursue any refund or reimbursement claims.

4. Forfeiture of Claims

Clients will forfeit their ability to seek refunds or reimbursements if:

1. They fail to comply with this policy's steps and timelines;
2. They take unauthorised alternate actions, such as chargebacks, issuing any form of Legal Notice or public complaints, without following the dispute resolution process;
3. They breach the terms set forth in the Refund and Reimbursement Policy or Client Responsibility Policy.

5. Compliance with DigiKat Policies

To engage in dispute resolution, clients must demonstrate compliance with all applicable DigiKat policies, including:

● Client Responsibility Policy: Timely feedback, resource provision, and adherence to project timelines;
● Refund and Reimbursement Policy: Acceptance of remedies offered for delays or other concerns.

Non-compliance with these policies invalidates the client's claims.

6. Documentation and Record-Keeping

1. DigiKat will maintain detailed records of all dispute resolution communications and actions;
2. Clients are encouraged to retain copies of all relevant correspondence and evidence;
3. These records may be referenced in future interactions to improve processes or address recurring concerns.

7. Adverse Actions

Unauthorised actions by clients, such as initiating chargebacks, issuing of Legal Notice (intention), public defamation, or refusal to engage in resolution steps, will result in:

1. Immediate Forfeiture: Loss of eligibility for refunds, reimbursements, or further project support;
2. Project Suspension or Termination: DigiKat reserves the right to halt ongoing projects until the matter is resolved;
3. Legal Recourse: DigiKat may pursue legal action to recover damages caused by adverse actions by the client, representative and/or associate of the client.

8. Final Provisions

By engaging DigiKat's services, clients acknowledge and agree to:

● Abide by this Dispute Resolution Policy and all related policies;
● Act in good faith to resolve disputes constructively.

This policy is binding and designed to ensure fair and professional outcomes for all parties. For questions or clarifications, contact DigiKat's support team directly.

Effective Date: 1 January, 2025
Policy Owner: Mick Goman
Reviewed By: DigiKat Management Team