



4Mal Media Management Pty (Ltd)
Registration Number: 2023/900687/07
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ADVERTISING TERM & CONDITIONS

It should be noted that certain specific terms and conditions might apply to specified advertising products and/or platforms and will be reflected as part of the rate card for those relevant advertising products and/or platforms. Reference to these will be indicated in this document.

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise indicates, the following words shall bear the meaning assigned to them:

1.1 "The Company" means 4 MAL media management (Pty) Ltd (registration number: 2023/900687/07), a company with limited liability duly registered and incorporated in terms of the Company Laws of the Republic of South Africa with its principal place of business situated at 36 Republic road Eastleigh Edenvale, South Africa.

1.2 "The Advertiser" means any person, including an association of persons, a partnership, a firm, a company and a close corporation or any other legal entity, making a booking for the selection and purchase of advertising media space for the publication/brand/platform of an advertisement other than through or by means of an Advertising Agent or Agent.

1.3 "Advertising Agent" means any person, including an association of persons, a partnership, a firm, a company or close corporation or any other legal entity carrying on the business of making a booking for the selection and purchase of advertising media space for the publication/brand/platform of an advertisement on behalf of persons intending to advertise.

1.4 "Advertisement Material and Copy" means any advertising material and copy intended for publication by the Company in terms of the Advertising Contract.

1.5 "Publication / Publish / Published" encompasses all media platforms offered by the Company, including but not limited to print, digital, mobile, email newsletters, social media, video, event sponsorships and webinars.

1.6 "The Advertising Contract" means the agreement entered into between The Company and The Advertiser and/or the Advertising Agent relating to the Advertisement Material and Copy published in the brands and on the platforms owned and managed by The Company. The Advertising Contract may also be referred to as the "Booking Form".

In these Terms and Conditions, any reference to one gender shall include the other and words importing the singular shall include the plural and vice versa. Headings appearing in these Terms and Conditions are for reference purposes only and shall not affect, dictate, modify or limit the meaning or interpretation of these Terms and Conditions.

The Advertiser and/or Advertising Agent warrants that he/she/they are duly authorised to sign the Advertising Contract. By signing the Advertising Contract, the Advertiser and/or the Advertising Agent agrees to the following Terms & Conditions.

2. ADVERTISING

2.1 PURPOSE

In terms of the Advertising Contract the Company undertakes to book and place advertisements provided by the Advertising Agent or the Advertiser as the case may be in the Company's publications, brands and/or platforms in consideration for payment as set out in the applicable rate cards and reflected on the Advertising Contract. Credit facilities shall be granted to the Advertising Agent or Advertiser as the case may be to facilitate payment. An Advertising Agent shall at all times be deemed to contract as principal with the Company in all respects and as such an Advertising Agent that enters into the Advertising Contract shall itself be personally, solely and exclusively liable and responsible for payment of any fees, charges, accounts and the like due to the Company. These Terms & Conditions are to be read with the Advertising Contract.

2.2 ADVERTISING ORDERS / BOOKINGS

2.2.1 These terms and conditions govern the transactions between all parties of the Advertising Contract.

2.2.2 No variation or alteration of the Advertising Contract shall be binding unless prescribed in writing via email and signed by duly authorised parties from the Company, the Advertiser and/or the Advertising Agent.

2.2.3 Copy instructions must be supplied by the Advertising Agent to the Company to confirm the Advertising Contract.

2.2.4 The Advertiser, if placing the advertising directly with the Company, needs to sign the Advertising Contract to confirm the Advertising Contract.

2.2.5 No Advertising Contract from any government department or organization will be accepted by the Company without an official Purchase Order issued by the government department or organization.

2.2.6 All parties agree to the Terms & Conditions contained in this document upon signature of the Advertising Contract.

2.2.7 All orders must specify the date of insertion, in all respects of media solutions including print, digital display advertising on websites as well as mobile, electronic newsletters, social media and video. The Advertising Order will not be deemed valid if specific insertion placement dates and go-live dates are not specified.

2.3 ADVERTISING MATERIAL & COPY

2.3.1 Delivery of the Advertisement Material & Copy shall be deemed to have been made only when the Company's technical requirements have been met and the relevant insertion instructions have been given, all within the communicated and agreed deadlines given by the Company to the Advertisers and/or Advertising Agent.

2.3.2 Unless otherwise agreed to by the Company, the Advertiser shall be responsible for providing the Advertising Material & Copy, in the format suitable to the Company, by no later than the deadline as specified on the advertising rate cards.

2.3.3 Advertisement Material & Copy have to be supplied in PDF format, high resolution of 300DPI. The respective production manager will be able to supply detailed information on the specific material requirements, as per the media type and platform.

2.3.4 The full responsibility for the correctness, suitability and/or efficacy for the Advertising Material & Copy rests with the Advertiser for all supplied Advertising Material & Copy. Accordingly, the Company shall not be liable to the Advertiser or any third party, for any errors, omissions, false or misleading statements, or other causes of liability whatsoever.

2.3.5 The Company will endeavour to the best of their ability to ensure colour correctness. Notice should be taken that all colour reproductions will be undertaken with printers' standard colours, and exact colour reproduction is not guaranteed. The Company will not enter into rate discount negotiations regarding colour reproductions.

2.3.6 The Advertisers and Advertising Agent indemnifies the Company against any such claims that may be made or brought by third parties against the Company relating to supplied Advertising Material & Copy.

2.3.7 In the case where the Advertiser requests the Company to assist in producing Advertising Material & Copy, the Company will apply a production cost for producing the Advertising Material & Copy for and on behalf of the Advertiser. This cost will be declared upfront, as per the respective advertising rate cards and will be included in the signed Advertising Contract.

2.3.8 The Company will formally communicate specific production deadlines relating to producing the Advertising Material & Copy for and on behalf of the Advertiser.

2.3.9 All Advertising Material & Copy will be pre-approved through the means of formal signature or by means of email confirmation by the Advertiser before the Advertising Material & Copy will be accepted by the Company.

2.3.10 The Company shall send final proof to the Advertiser or the Advertising Agent of the final Advertising Material & Copy, regardless of the media platform, for final review and approval signature. The Advertiser or the Advertising Agent shall have 3 (three) working days to approve final Advertising Material & Content for print platform, website, electronic newsletters and social media.

2.3.11 Where the Advertiser does not have Advertising Material & Copy and request the Company to assist in producing such required Advertising Material & Copy including content marketing Material & Copy, the Company will allow 2 (two) sets of changes during the approval process until the final sign-off by the Advertiser. The Company will allow 2 (two) working days from the time that the Company has sent through the first draft of Advertising Material & Copy after which the Advertiser needs to revert with formal feedback and or approval in writing via electronic communication. This production process, review

and first draft approval including final approval have to take place before the material deadline, as communicated by the Company to the Advertiser and as included and reflect on the respective rate cards. The Company reserves copyright on all editorial copy written and produced, including photographic images and/or video material for and on behalf of the Advertiser and or the Agent, unless otherwise formally agreed to in writing by the Company.

2.3.12 In the case where the Advertiser has delayed the approval process as detailed in the production deadlines, the Company reserves the right to continue raising an invoice and charging the Advertiser for the placements, as per the signed Advertising Contract. This applies to all types, means and forms of advertising material across all the media types and platforms owned and managed by the Company, including print, web display advertising, mobile banner advertising, electronic email newsletter advertising, bespoke native advertising, advertorial, content marketing, social media, video, webinars and event sponsorships

2.4 VIDEO ADVERTISING MATERIAL & COPY, INCLUDING WEBINARS

Please refer to the specific Terms & Conditions for Video Advertising Material & Copy as per the Content Marketing rate card.

2.5 ACCEPTANCE OF ADVERTISEMENTS

2.5.1 Advertisements will only be published in the Company's publications and digital platforms when it meets the technical requirements of the Company and is accompanied by proper insertion instructions.

2.5.2 When COD payment in advance applies, the Company reserves the right to cancel advertising placed should payment and/or authorized debit order form not be received by the specified booking deadline.

2.5.3 The first publication of an advertisement in print, the uploading of the first video content, the first social media post, the first electronic newsletter send out, the first website display banner going live and shall be deemed to be acceptance of the Advertising Order, and shall remain active unless cancelled as per the provisions allowed for cancellation as per these Terms & Conditions.

2.5.4 In the event that the Advertiser or the Advertising Agent requires the advertisement to be placed in a particular position or page in the publication or website or electronic newsletter, or social media posts required to go live and public on particular dates or timeslots, and/or video content to go live and be posted on a particular date, then the Advertiser or the Advertising Agent shall be obliged to include these specific full details in the signed Advertising Contract. The Company will agree to these specific specifications and requirements as and when the Advertising Contract is signed by a representative from the Company, empowered to do so.

2.5.5 Failing to specify any particular position, page or date relating to the digital platforms, allows the Company to use its sole discretion determining the position, page or date relating to the digital platforms, without any recourse from the Advertiser or Advertising Agent whatsoever.

2.5.6 Any revision to the Advertising Contract shall not be binding unless signed by all concerned parties.

2.6 GROUNDS FOR REJECTION

The approval of the Advertisement Material & Copy shall not in any way prejudice the Company's right to reject such Advertisement Material & Copy as provided below:

2.6.1 The Advertisement Copy must be delivered to the Company by material deadline. The material deadline is specified on the rate cards and will be included in the Advertising Contract. In exceptional circumstances, the Company will, but subject to its sole and absolute discretion, endeavour to accept any Advertisement Copy delivered not more than 3 (three) full working days after the material deadline in which event the Company will not be obliged to notify the Advertising Agent or the Advertiser as the case may be if it decides that the Advertisement Copy is unsuitable and the Advertising Agent or the Advertiser as the case may be shall at the discretion of the Company be liable to pay in full for the advertising space booked whether or not any advertisement is in fact published as booked in print and or digital format.

2.6.2 If the Company, in its sole and absolute discretion, decide/s that the Advertisement Copy is not acceptable in any respect, the Company shall notify the Advertising Agent or the Advertiser as the case may be of same in which event the Advertising Agent or the Advertiser as the case may be shall be obliged to supply an acceptable alternative copy as soon as possible, without compromising the stipulated material deadline. Should an alternative copy not be supplied or not be accepted, the Company shall be entitled to be paid by the Advertising Agent or the Advertiser as the case may be in full for the advertising space booked.

2.7 DISCRETION OF COMPANY

2.7.1 The Company reserves the right to repeat latest copy of the advertisement across print and digital if new copy is not supplied by the deadline date referred to in the rate cards and Advertising Contract.

2.7.3 The Company reserves the right to suspend any media platform in any month for any period or to increase or decrease the number of issues or the size or form of any media platform. The Company will issue a formal announcement confirming these amendments.

2.7.4 Should the Company or any of its representatives publish the incorrect material, the Advertising Agent or Advertiser as the case may be, must inform the Company of such incorrect material used, in writing via electronic communication, no later than 14 (fourteen) days after such publication was made available to the public. The Company will investigate the matter and should the outcome of the investigation be that the Company was at fault, the Company will suggest remedial action appropriate to the situation. The remedial action will not be in the form of a credit note and will not allow the Advertiser or Advertising Agent to effect non-payment. The Company will rectify the error by placing the correct material in print, digital or social media, as agreed to with the Advertiser and/or Advertising Agent.

2.7.5 The Company shall provide the Advertiser and/or Advertising Agent with audience reports for the respective digital platforms as reasonably requested and required from time to time.

2.8 GRANTING OF CREDIT

2.8.1 An Advertising Agent or Advertiser as the case may be, shall be entitled to credit facilities from the Company only if such Advertising Agent or Advertiser, within the sole and absolute discretion of the Company, meets the credit granting requirements of the Company from time to time, including the receiving and putting into place of such securities as the Company may from time to time in its sole and absolute discretion require. New Advertisers or Advertising Agents will be required to complete a credit application prior to any advertising being placed and accepted by the Company across any media type or platform. Failure to provide credit details will result in strictly up-front COD payment terms.

2.8.2 The Company reserves the right to conduct a credit check based on the contract received should the Company not receive the credit application within 3 (three) days after the Company received the signed Advertising Contract.

2.8.3 If the Company does not grant an Advertising Agent or Advertiser credit facilities all bookings across any and all platforms will only be accepted strictly on an upfront payment basis. COD payment must be made to the Company on or before the material deadline by EFT, direct deposit or debit order. This applies to all platforms including print, digital, website and newsletter advertising.

2.8.4 Any bookings from a client based outside of the Republic of South Africa will only be accepted on an upfront payment basis, unless otherwise pre-arranged and confirmed by the Company in writing via electronic communication such as email.

2.8.5 Clients are considered non-residents if they are not a registered company with a registered address within South Africa and are not registered for income tax.

2.8.6 Clients are considered residents if they are registered with a registered address within South Africa and are registered for income tax.

2.9 CAMPAIGN POSTPONEMENTS

2.9.1 Where it is able to accommodate postponement requests received from the Advertiser and/or Advertising Agent in writing via email and explicitly state postponement dates, the Company shall endeavour to execute such postponements in accordance to the request received.

2.9.2 Any and all advertising postponements, in print and on digital platforms, shall be subject to position availability and digital inventory availability within the new campaign date range.

2.9.3 Should insufficient inventory be available, specifically referring here to digital platforms, the Company shall afford the Advertiser and/or Advertising Agent inventory for an alternative date range. The Advertiser and/or Advertising Agent shall remain liable for the full value due as per the original Advertising Contract without the consideration of any discount or credit.

2.9.4 Billing and payment of all monies due shall be as per the original signed Advertising Contract. Invoices will not be amended in respect of the postponement dates.

2.9.5 In the case where the Advertiser and/or Advertising Agent opt to cancel the Advertising Contract, as per the cancellation clauses allowed, after requesting a postponement, albeit such cancellation is affected prior to, or within, the postponed campaign period, the cancellation shall revert back to the original signed Advertising Contract's commencement

date and any cancellation fees shall be determined as from the original campaign start date.

2.9.6 In the event that an advertisement not appearing, across print, digital, newsletter or video platforms, by reason of the fault or omission by the Company, the advertisement will be published in the next available publication or respective platform.

2.10 CANCELLATIONS

2.10.1 The Company, at its sole and absolute discretion, may consider requests from the Advertising Agent or the Advertiser as the case may be to withdraw and/or amend the advertisement space bookings, referenced Outside Front Cover Packages, Hot Seat Packages, Industry Insight Packages, Corporate Profile, Panel Discussions, Full Page Profiles across any print publications and banner advertisements on all digital media platforms, including all Social Media placements across any of the media platforms, provided that such requests are received in writing via email not less than 20 (twenty) days prior to the space deadline. However:

2.10.2 Should such notice be received 18 (eighteen) to 15 (fifteen) days prior to the space booking deadline, the Advertising Agent or the Advertiser as the case may be shall pay 25% (twenty five percent) of the total value of such bookings.

2.10.3 Should such notice be received 14 (fourteen) to 10 (ten) days prior to the space booking deadline, the Advertising Agent or the Advertiser as the case may be shall pay 50% (fifty percent) of the total value of such bookings.

2.10.4 Should such notice be received 5 (five) to 1 (one) days prior to the space booking deadline, the Advertising Agent or the Advertiser as the case may be shall pay 75% (seventy five percent) of the total value of such bookings.

2.10.5 Should such notice be received after the space booking deadline, the Advertising Agent or the Advertiser as the case may be shall pay 100% (one hundred percent) of the total contract value of such bookings.

2.10.6 The Advertising Agent and/or the Advertiser as the case may be, may submit a written request for the waiver of the abovementioned cancellation fees to the Company of the brand/s effected no later than 14 (fourteen) days after the notice of the cancellation.

2.10.7 The Company reserves the right to surcharge where contracts are not completed within the given period of time, as and when the advertising rate charged was based on volume contractual bookings.

2.10.8 Unless the advertisement space bookings are cancelled in accordance with the provisions within this clause, the Advertising Agent or the Advertiser as the case may be who fails to deliver any Advertisement Material & Copy, by the date specified on the rate cards and communicated to the Advertiser and/or the Agent, the Advertiser or the Agent remains liable for payment in full as per the signed and agreed Advertising Contract whether or not any of its advertisements are published as booked. This applies to all types of media platforms owned and managed by the Company including print, web display advertising, mobile banner advertising, electronic email newsletter advertising, bespoke native advertising, advertorial, content marketing, social media, video, webinars and event sponsorships.

3. RISK AND INDEMNITY

3.1 All risk in the publication of the Advertising Material & Copy

therein, shall vest with the Advertiser or Advertising Agent as the case may be and the Company is indemnified from any claims arising from third parties with respect thereto. This risk protection relates to all paid-for media space, across any and all media platforms owned and managed by the Company.

3.2 As a supplier of the goods and/or services, you the Advertiser warrant that you are familiar with and will comply with the provisions of the Consumer Protection Act, Act 68 of 2008 (CPA) relating to all transactions between the Company and the Advertiser and/or Advertising Agent. Among other, the CPA provides for some consumer rights regarding delivery, returns, disclosure of information and product quality and safety. The Advertiser accordingly indemnifies the Company against any damages that the Company and/or any other party may suffer as of a result of the Advertiser's non-compliance with the CPA or as a result of any damages suffered by any party due to defective or unsafe goods and/or services supplied by the Advertiser.

4. MATERIALS AND PROPERTY LIABILITY

However, unless otherwise instructed, any delivered Advertisement Material & Copy will be destroyed by the Company without reference to the respective Advertising Agent or the Advertiser as the case may be if not booked for further publication or collected within a period of 52 (fifty two) weeks after the last publication date, or in the absence of any instructions

5. COMPENSATION

5.1 RATES, CHARGES AND CHANGES

5.1.1 Subject to the provisions of 5.3 below, all advertisement insertion bookings across all platforms are accepted on the understanding that they will be paid for at the rate actually in-force at the date of publication as indicated on the respective rate cards.

5.1.2 If the quantity of insertions as reflected on this order qualifies the advertiser for a concessionary rate, and the advertiser subsequently reduces this quantity, a surcharge may be charged to the advertiser. Any surcharge raised will be determined by referring to the rate card tariff of charges in-force at the time that the order was raised. The value of the surcharge will be calculated by subtracting the rate at which the insertions were originally charged from the rate applicable to the quantity of insertions actually published, and then multiplying this difference by the quantity of insertions actually published. This would apply for all media types and media platforms.

5.1.3 While as much notice as possible will be given of all changes, the Company reserves the right to change the advertisement rates and/or any of these Terms and Conditions by giving 1 (one) months or 30 (thirty) days notice (new rates as appearing on the Company's rate cards shall be regarded as sufficient notice as envisaged herein), and in the event of such a change, the rates payable and the Terms and Conditions applicable shall be those in-force at the time of the advertisement publication, but the Advertising Agent or the Advertiser as the case may be concerned, shall (by serving written notice on the Company within 2 (two) weeks of receiving notice of such a change) be entitled to cancel any booking for an advertisement to which the change of rates (if increased only) would otherwise be applicable. The Company

will ensure that the Advertising Agent or the Advertiser shall at all times be in possession of the latest rate cards in-force from time to time.

5.1.4 The Company reserves the right to charge a fee for rejected and returned debit order payments.

5.2 PAYMENTS & OVERDUE PAYMENTS

5.2.1 Notwithstanding anything to the contrary herein contained, the Companies terms for paying accounts are as follows:

5.2.1.1 Advertising Agent accounts are due on the date that is printed on the tax invoice which is not later than 45 (forty-five) days from the date of statement that coincides with the date of publication.

5.2.1.2 Advertiser accounts are due 30 (thirty) days from the date of statement if credit terms have been granted.

5.2.1.3 In reference to clause 2.8.3 regarding upfront payment, the Advertiser or Advertising Agent accounts where credit terms have not been granted (i.e. COD) are due by no later than material deadline as stipulated on the rate cards and invoice.

5.2.2 Payment for all advertising placed across all media platforms, as per the Advertising Contract, shall be due by the Advertiser and/or Advertising Agent to the Company, free of any deductions or set-off. Payments shall be made on presentation of invoice, normally by tracking email delivery and confirmation, in accordance to the agreed payment terms.

5.2.3 If the Advertising Agent or the Advertiser as the case may be is in default of payment, the Company shall be entitled, without prejudice to its other rights and remedies for breach of Agreement, to refuse further insertion of the advertisement and/or to deny the Advertising Agent or the Advertiser as the case may be the use or benefit of any other facilities and/or services procured in terms of this Agreement, and/or to cancel the signed Advertising Contract.

5.2.4 The Company shall be entitled to recover any outstanding amounts which shall become immediately due, owing and payable and in such an event, the Advertising Agent or the Advertiser as the case may be, shall pay all legal costs incurred by the Company for the recovery of such amounts, interest at the rate prescribed in the National Credit Act for overdue accounts as well as collection commission. The Company has agreed to charge the Advertiser and/or the Advertising Agent interest of 2% (two per cent) per month on all overdue accounts.

5.2.5 It is further recorded that nothing contained in these Terms and Conditions shall prevent the Company from ceding any and/or all of its claims against the Advertising Agent or the Advertiser as the case may be to a third party.

5.2.6 In the event of the Advertising Agent or the Advertiser as the case may be not paying any account on due date in accordance with the terms as prescribed in 5.2.1 above, the Company reserves the right, without prejudice to all and/or any of its other rights, not to accept further bookings from the Advertising Agent or the Advertiser as the case may be.

5.2.7 The existence of a query of any individual item in an account will only affect the due date of payment of that individual item. The Advertising Agent or the Advertiser as the case may be, shall notify the Company of any query in writing via email within 15 (fifteen) working days of the date of the dispatch of the statements. This notification must include the reason for the query and should be addressed to credit controller (as it appears on the debtors' statement) of the Company. The Advertising Agent or the Advertiser as the case

may be, may not bring any item into query after this time. In the event that a credit note and re-invoice is required, then the balance will be paid within 7 (seven) working days of the new statement date and not 30 days after the new statement date.

5.2.8 Payments relating to digital advertising across any of the Company's websites, mobile platforms, social media platforms, video platforms or electronic newsletter platforms will not be pro-rata based on a per impression delivered basis.

5.3 SPECIAL RATES & PAYMENT DISCOUNTS

5.3.1 Special positions, if available, are subject to premium rates as stipulated on the various rate cards. In all cases special positions are subject to confirmation by the Company and should be included in writing via email and signed by all parties concerns in the Advertising Contract.

5.3.2 The Company will in its sole and absolute discretion allow, on application, an early settlement discount to the Advertising Agent as the case may be:

5.3.2.1 Should such account be paid not later than 45 (forty-five) days from the date of statement that coincides with the publication date or;

5.3.2.2 if payment for the advertising is made before 30 (thirty) days from date of invoice, then the Advertiser or the Advertising Agent shall be entitled to a discount of 2.5% (two and a half per cent) on the total amount due excluding VAT. This 2.5% discount will not apply for any payment made after 30 days from date of invoice.

5.3.2.3 if payment by the Advertiser is made within 3 (three) days of the date on the tax invoice, the Advertiser shall be entitled to a discount of 5% (five per cent) on the total amount due excluding VAT. This payment incentive discount does not apply to an Advertising Agent. This 5% discount will not apply for any payment made after 3 (three) days from date of invoice.

5.3.2.4 Early settlement discount will be paid by way of deduction from the account statements only.

5.3.2.5 In this regard it is recorded that no early settlement discount of whatsoever nature shall be allowed by the Company on any account paid later than 60 (sixty) days from date of Statement that coincides with the publication date.

5.3.2.6 The early settlement discount will only be allowed if all prior accounts of the Company have been paid in full and timeously in accordance with the terms allowed by the Company in terms of these Terms and Conditions, or at the sole and absolute discretion of the Company.

5.4 RATES

5.4.1 All rates quoted on the rate cards issued by the Company from time to time are shown excluding VAT (value added tax).

5.4.2 The new advertising rates are issued by the Company from time to time, the rate cards will be updated to reflect the new effective rates. The previous rates will only apply to all orders signed, received and accepted by the Company before the announcement and the new effective date. Any Advertising Contract received after this period will be subject to the new rates, as per the updated rate cards.

6. WARRANTIES AND INDEMNITY

The Advertising Agent or the Advertiser as the case may be warrants and undertakes that:

6.1 It will notify the Company, in writing, via email, within

7 (seven) working days of any change in ownership or in the case of a company, of its share transactions whereby the majority shareholding is affected, failing which notice of the entire balance owing (whether due or not) will immediately be deemed to be due and payable to the Company.

6.2 No Advertisement Copy will breach the copyright, any other rights of or shall be defamatory towards any person and/or entity whomsoever.

6.3 It indemnifies and keeps the Company and/or its employees indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities of any kind arising from any breach of the above warranties.

6.4 It hereby indemnifies and holds the Company and/or its employees harmless against any claims for damages to property or personal injuries, infringement of copyright, defamation, losses, legal costs or claims of any kind howsoever arising out of, in respect of or as a result of the use and/or publication of advertisements or the use and/or access by the Advertising Agent or the Advertiser as the case may be of facilities, services and media solutions offered and provided by the Company.

6.5 The Advertiser and/or Advertising Agent warrants to the Company that it is, and at all relevant time shall be, the lawful owner or licensed user of the copyright in, and all other intellectual property rights relating to the Advertising Material & Copy.

6.6 The Company does not and can not guarantee any results in respect of advertisements/advertorials/inserts across any and all of the available media platforms, brands and products.

7. FURTHER RIGHTS AND OBLIGATIONS

7.1 The Company shall have the right, in the event of the Advertising Agent committing any act of insolvency in terms of the Insolvency Act as amended, to summarily or in any act by the Advertising Agent constituting a breach, to cancel the Advertising Contract and in such instance to revert to the Advertiser and collect any outstanding payments from the Advertiser directly, without prejudice to any of Company's rights and remedies against the Advertising Agent.

7.2 The Advertising Agent or Advertiser shall not be entitled to cede or assign any rights and/or obligations, which it may have in terms of the Advertising Contract without the prior written consent of the Company.

8. FORCE MAJEURE

In the event of the Company's publication activities being restricted, curtailed or prevented by any law or any other act or thing beyond its control, the Company may at any time, notwithstanding anything to the contrary herein contained, forthwith terminate the Advertising Contract without prejudice to the Company's right to be paid by the Advertising Agent or the Advertiser as the case may be in terms of these Terms and Conditions at the time of such termination for services delivered up to the point of termination.

9. BREACH

In the event of a material breach of any of the Terms and Conditions of the Advertising Contract by either party hereto and failure of such party to remedy such breach within 14 working days after receipt of a written demand by the aggrieved party to effect such remedy, the aggrieved party shall

be entitled to terminate the Advertising Contract forthwith with written notice to such other party, and such termination shall be without prejudice to any right of the aggrieved party to recover, inter alia, any costs, damages or expense arising from or consequent upon such breach, provided that any breach arising out of casus fortuitus, or vis major shall exempt the breaching party from any liability for specific performance or damages arising out of such breach during the continued existence of such casus fortuitus or vis major as the case may be.

10. CONSENT TO JURISDICTION

The Advertising Agent or the Advertiser as the case may be hereby consents in terms of Section 45 of the Magistrate's Court Act 1944 (as amended), to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted by the parties in such Magistrate's Court or in any other Court having jurisdiction.

11. GENERAL

11.1 In addition to the Terms & Conditions set forth in this document, specific Terms & Conditions as per the advertising rate cards shall be available and binding to the Advertiser and/or the Advertising Agent.

11.2 The parties acknowledge having read and understood the Advertising Contract and the accompanied Terms & Conditions and are not entering into the Advertising Contract on the basis of any representations not expressly set forth herein.

11.3 Should any of the Terms & Conditions of the Advertising Contract be held to be invalid, unlawful or unenforceable, such Terms & Conditions will be severable from the remaining Terms & Conditions, which will continue to be valid and enforceable.

11.4 The party signing for and on behalf of the Advertiser and/or the Advertising Agent warrants that he/she/they is/are duly authorised to sign the Advertising Contract.

11.5 The Advertiser and/or Advertising Agent agrees to these Terms & Conditions as and when he/she/they sign/signs the Advertising Contract.

11.6 The Advertising Contract and these Terms and Conditions are binding on the Advertiser's successors in title.

12. DOMICILIA

12.1 The Advertiser and/or the Advertising Agent chooses the address appearing on the Advertising Contract as its chosen domicilium citandi et executandi for any and all purposes.

12.2 The Company and the Advertising Agent or Advertiser as the case may be, shall be entitled from time to time by written notice to one another, to vary their domicilium to any other physical address in the Republic of South Africa

