

TERMS OF SERVICE

(General terms relating to the use of Media|Connect, its publications and the provision of services by Media|Connect.)

Version number: 1.

INTRODUCTION

Thank you for visiting Media|Connect, a web-based platform (or software as a service) that delivers news, offerings, services and tools to its readers/users across various channels.

These terms are the general terms of the relationship between Media|Connect, any visitor to this website; including any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor and cover the use of Media|Connect and all its various services, channels and publications.

By visiting, signing up or logging in to Media|Connect and its services and platforms by any visitor including any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor accepts and agrees to these Terms.

These Terms also cover any transactions (including any transaction carried out electronically using a computer or network, or in person) where Media|Connect provides any visitor to this website; including any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor (who receives) Services.

DEFINITIONS AND INTERPRETATION

Definitions. For purposes of the Agreement:

- **"Affiliate"** means any parent company, subsidiaries, joint ventures, or other companies under a common control;
- **"Agreement"** means each agreement between INCE and by any visitor including any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor, consisting of these Terms, the Privacy Policy, and any specific terms the parties enter into.
- **"Business"** means a legal or natural person running a business and includes one or more Users or Groups who work together in some capacity and could include:
 1. all employees of a particular business,
 2. a smaller team within a business, or
 3. a Group of Users from different businesses working in collaboration.
- **"Content"** means any content added to a database or submitted by a User to be managed and manipulated by Media|Connect. Content includes data, photos, images, audio files, text, files, folders, listings, postings, messages, posts or other materials;
- **"ECT Act"** means the Electronic Communications and Transactions Act 25 of 2002;
- **"Group"** means a group of one or more Users that share permissions;
- **"Owner"** means the User or Business that owns the relevant thing;
- **"Services"** means any services Media|Connect provides to any visitor including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor as specified on our website from time to time;
- **"Service Levels"** means the levels according to which Media|Connect will provide each Service as agreed by the parties;

- **“Media|Connect”** means the website (or software as a services), the social media channels, the lifestyle community, the platform (or hosted application), including:
 1. all content, goods or services, applications, mailers or apps available through Media|Connect; and
 2. any other marketing material of Media|Connect;
- **“Media|Connect”** or **“we”** means Media|Connect, Registration No: 1939/012146/07;
- **"Terms"** means these terms, consisting of:
 1. these Terms of Service; and
 2. any other relevant specific terms, disclaimers, rules and notices agreed between the parties, (including any that may be applicable to a specific section or module of Media|Connect or any specific Services);
- **“User”** means any visitor including any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor who registers on Media|Connect services or platforms and has a unique login or an external system interacting with Media|Connect via an API. A User can play different roles on Media|Connect. For example, an administrator, an employee of a Business, or a sales representative of a Business;
- **“Writing”** means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, fax transmissions, but excludes information or data in electronic form.

INTERPRETATION

A word defined or assigned a meaning in the Agreement will start with a capital letter. All headings are inserted for reference purposes only and must not affect the interpretation of the Agreement. Whenever “including” or “include”, or “excluding” or “exclude”, together with specific examples or items follow a term, they will not limit its ambit.

Terms other than those defined within the Agreement will be given their plain English meaning.

References to any enactment will be deemed to include references to the enactment as re-enacted, amended, or extended from time to time. A reference to a person includes a natural and juristic person and a reference to either party includes the party’s successors or permitted assigns. Unless otherwise stated in the Agreement, when any number of days is prescribed in the Agreement the first day will be excluded and the last day included.

The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any times.

Conflict. If there is a conflict of meaning between these terms of service and any other relevant specific terms, policies, disclaimers, rules and notices agreed between the parties, the specific terms will prevail in respect of the use of the relevant section or module of Media|Connect, or Services.

TERMS

These Terms commence on acceptance and continue until terminated.

USE OF Media|Connect

License to use Media|Connect.

Media|Connect grants each User, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor a limited, revocable license to use Media|Connect subject to the Agreement. Any person wishing to use Media|Connect contrary to the Agreement must obtain Media|Connect's prior written consent.

Policies.

Media|Connect may establish general policies and limits concerning the use of Media|Connect. Media|Connect may log off, deactivate, or delete any account.

Support and performance.

Media|Connect may provide documentation to assist a User, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor, to use Media|Connect. Each User or any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor is responsible for maintaining its Content, including correcting any faults.

To enable a great experience for everyone on Media|Connect, each User or any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor must ensure that its use of Media|Connect does not unduly degrade the performance of Media|Connect, including exceeding the quotas and limitations set by Media|Connect (for example, bandwidth and system resources). If this happens, Media|Connect may suspend the use of Media|Connect.

Framing.

No person or any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor or web site may frame Media|Connect or any of the pages on Media|Connect.

Linking.

A person, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor, may link to Media|Connect only by linking to the home page of Media|Connect. Media|Connect prohibits "deep linking" to any other pages in a manner that would incorrectly suggest endorsement or support by Media|Connect or suggests anyone is the owner of any intellectual property belonging to Media|Connect.

Spiders and Crawlers.

No person, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor may use any technology (including spiders or crawlers) to search and gain any information from Media|Connect.

INTERACTION

Relationship between a User and a Business is independent. The relationship between any User and any Business (or any Business and any other Business) is between them and is independent of Media|Connect. The relationship may include the delivery of goods or services, and any other associated terms, conditions, warranties or representations.

Release. Each User, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor releases Media|Connect (and its affiliates, officers, employees, agents and successors) from any claims, demands, and damages regarding any disputes between any User or Business.

Third party terms. If a third party supplies or delivers any goods or services directly to a User, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor, third party terms or conditions may apply. Each Business is solely responsible to ensure they understand and agree to those terms.

MODIFY

Media|Connect may modify, suspend, or discontinue providing Media|Connect or any Services (with or without notice) and will not be liable.

USER ACCOUNTS

Passwords and Security. Only a registered User can use Media|Connect. Each User is responsible for keeping their password secure. Each User is solely responsible and liable for activities that occur under their account. User authorises Media|Connect to act on any instruction given under User's account, even if it transpires that someone else has defrauded both Media|Connect and User, unless User has notified Media|Connect prior to Media|Connect acting on a fraudulent instruction.

Users. User accounts registered by bots or other automated methods are not permitted. Each User must provide their full legal name, a valid email address, and any other information requested in order to complete the registration process. One person may only use each User's login – Media|Connect does not permit multiple people to share a login.

USERS

Each User represents and warrants that User:

1. is old enough under applicable law to enter into the Agreement;
2. is legally capable of concluding any transaction;
3. possesses the legal right, full power, and authority to enter into the Agreement;
4. is authorised to use the password required for any account; and
5. will submit true, accurate and correct information to Media|Connect.

If a User is younger than 18 years of age, the User warrants that User has the consent of its legal guardian to enter into the Agreement or that User has obtained legal status in another manner.

SERVICES

Provision. Media|Connect will provide the Services to each Business at the Service Levels.

Support. Basic or premium Services include access to priority email support. "Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by Media|Connect to respond within one business day) concerning the use of the Basic or Premium Services. "Priority" means that support for Basic or Premium Services customers takes priority over support for users of the standard, free Media|Connect services. Media|Connect will provide support in accordance with its practices, procedures and policies.

ACCEPTABLE USE AND CONDUCT

Responsibility. Each User, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor is responsible for its conduct or Content on Media|Connect. Each Business must ensure that its Users have the correct permissions to act on Media|Connect.

Prohibited conduct. Nothing may be unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or harm minors in any way. Do not harass, stalk, degrade, intimidate, or be hateful toward an individual or group of individuals. No one may impersonate any person, falsely state, or otherwise misrepresent its affiliation with any person. Nothing may be false, deceptive, misleading, deceitful, or constitute "bait and switch". Do not infringe any patent, trademark, trade secret, copyright, or other proprietary rights of any party. Any chain letter, pyramid scheme, or advertisement that is prohibited by law, is prohibited on Media|Connect. The advertising and provision of any illegal service or the sale of any goods that are prohibited or restricted by applicable law are prohibited. Malware or badware is prohibited. Do not negatively affect the ability of anyone else to use Media|Connect. Do not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through Media|Connect. No one may impose an unreasonable or disproportionately large load on Media|Connect's infrastructure. Do not attempt to gain unauthorised access to Media|Connect or engage in any activity that disrupts or diminishes the quality of, interferes with the performance of, or impairs the functionality of Media|Connect.

INTELLECTUAL PROPERTY

Ownership. Except as provided to the contrary in the Agreement, all right, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to or of Media|Connect are the sole property of or will vest in Media|Connect or a third party licensor.

All moral rights are reserved.

Trademarks. Media|Connect's logo and sub-logos, marks, and trade names are the trademarks of Media|Connect and no person may use them without permission. Any other trademark or trade name that may appear on Media|Connect or other marketing material of Media|Connect is the property of its respective owner.

Ownership of Content. All rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to or of Content added by a User, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor is the sole property of or will vest in the Owner or a third-party licensor.

Restrictions. Except as expressly permitted under the Agreement, Media|Connect may not be:

1. modified, distributed, or used to make derivative works;
2. rented, leased, loaned, sold or assigned;
3. decompiled, reverse engineered, or copied; or
4. reproduced, transferred, or distributed.

Sufficient rights. No one may provide Content for which it does not have sufficient rights.

Copyright infringement by a User or Business. Each User or Business must promptly address any written notice to it that its Content infringes the copyrights or other rights of another person. If a User or Business does not promptly remove or change the infringing element of the Content specified in the notice, Media|Connect may remove the Content without any liability to any User or Business.

Prosecution. All violations of proprietary rights or the Agreement will be prosecuted to the fullest extent permissible under applicable law.

DISCLAIMER OF WARRANTIES

Disclaimer. Use of Media|Connect is at the sole responsibility and risk of each User, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor. Media|Connect is provided on an “as is” and “as available” basis. Except for the warranties given in the Agreement, Media|Connect expressly disclaims all representations, warranties, or conditions of any kind, whether express or implied, including:

1. any implied warranties or conditions of satisfactory quality, no latent defects, merchantability, fitness for a particular purpose, accuracy, system integration, quiet enjoyment, title, and non-infringement; or
2. any warranties regard to third party software

Media|Connect does not warrant that Media|Connect will meet the requirements of any User or Business or be uninterrupted, be legally effective or complete, timely, secure, error-free or free from infection by malicious software. Each User or Business should keep up-to-date security software on the systems used to access Media|Connect.

Sales representatives. No sales representatives of Media|Connect has the authority to bind Media|Connect and no representation, warranty or any other statements made or given by any sales representative of Media|Connect will be binding on Media|Connect, unless given in Writing and Signed by a duly authorised representative of Media|Connect.

INDEMNITY

Each User or Business agrees to indemnify, defend, and hold Media|Connect harmless (and its subsidiaries, Affiliates, officers, agents, co-branders or other partners, and employees) from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to its use of Media|Connect.

LIMITATION OF LIABILITY

Correct faults. INCE will correct any fault in Media|Connect where possible and as soon as reasonably practical and this is its entire liability regarding any fault in Media|Connect. If this clause is held inapplicable or unenforceable, then the following clause will apply.

Direct damages limited. To the extent permitted by applicable law, regardless of the form (whether in contract, tort, or any other legal theory) in which any legal action may be brought, Media|Connect’s maximum liability to a User or Business for direct damages for anything giving rise to any legal action will be an amount equal to the total fees already paid by the Business to Media|Connect for the Services related to the claim. The aggregate amounts for all claims will not be greater than the maximum amount.

Indirect damages excluded. To the extent permitted by applicable law, in no event will Media|Connect (or its personnel) be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including loss of profits, loss of goodwill, damages relating to lost or damaged data or software, loss of use, damages relating to downtime or costs of substitute products) arising from the Agreement.

Errors and modifications. Media|Connect is not liable or responsible for errors caused by any modifications to any Content or output once exported, downloaded or published.

Other web sites, goods, or services. Media|Connect is not liable for any other web site, goods, or services provided by any third party.

TERMINATION

Discontinue Media | Connect.

The Agreement will automatically terminate if Media | Connect discontinues Media | Connect.

Breach. If a User or Business:

1. commits a breach of the Agreement;
2. repeatedly infringes the copyrights or other rights of others;
3. fails to pay any amount due and fails to remedy the breach within 2 calendar days of having been called on in writing to do so;
4. effects or attempts to effect a compromise or composition with its creditors; or
5. is provisionally or finally liquidated or placed under judicial management;

User or Business agrees that Media | Connect may, to the extent permitted by applicable law and without prejudice to its rights in the Agreement or in law, deactivate or delete the User's account (or the Business's Media | Connect Domain), terminate access to or use of Media | Connect, claim specific performance of the Agreement, or cancel the Agreement immediately on written notice and claim damages from User or Business (including, any claim for any Fees already due).

Effects of termination. On the deactivation or deletion, the Agreement will terminate and access rights will immediately cease to exist. On termination, cancellation or expiry of any Order all amounts due to Media | Connect for Services rendered prior to termination will become due and payable even if Media | Connect has not invoiced them. A Business may not withhold the amounts for any reason, unless the arbitrator directs otherwise. The termination, cancellation, or expiry of an Order will not affect the enforceability of the terms that are intended to operate after expiry or termination.

DISPUTES

Notifying each other. If there will be a dispute about or from this Agreement if a party writes to the other about it and asks for it to be resolved under this clause. The parties must refer any dispute to be resolved by:

- **Negotiation** (direct talks to try and agree how to end the dispute); failing which
- **Mediation** (talks in which a neutral third party tries to help the parties agree how to end the dispute); failing which
- **Arbitration** (a hearing after which a neutral third party makes a binding decision about the dispute).

Negotiation. Each party must make sure that their chosen representatives meet within 10 business days of notification, to negotiate and try to end the dispute by written agreement within 15 more business days.

Mediation. If negotiation fails, the parties must refer the dispute to mediation under the Arbitration Foundation of South Africa's (AFSA) rules.

Arbitration. If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English where Media | Connect's head office is situated. The parties will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.

Periods. The parties may agree in writing to change the periods for negotiation or mediation.

Urgent interim relief. This clause will not stop a party from applying to court for urgent interim relief (temporary help) while the dispute resolution process is being finalised. An example might be an interdict (type of court order).

Severability. This clause is separate and divisible from the rest of this Agreement and remains effective even if the Agreement ends or is invalid.

Statute of limitations. Any claim or cause of action by a User or Business arising out of or related to the Agreement must (regardless of any statute or law to the contrary) be filed within 12 calendar months after the claim or cause of action arose or be forever barred.

Collection proceedings. Media|Connect retains the right to institute collection proceedings in a court of law of competent jurisdiction for matters involving outstanding payment.

NOTICES AND DOMICILE

Notices. All notices, authorisations, disclosures, acknowledgements, and requests must be sent by hand, prepaid registered post, courier, facsimile, or electronic mail to the addresses and numbers provided on Media|Connect. By providing contact information, each party consents to its use for administering the relationship by the other party and other third parties that help a party administer the relationship.

Domicile. Each party chooses its addresses and numbers provided on Media|Connect as its domicilium citandi et executandi (its domicile for being served summons and execution levied) for all purposes.

Change of addresses and numbers. Each party may change the addresses and numbers provided on Media|Connect.

Deemed Delivery. Notice will be deemed delivered on the date shown on the by hand, prepaid registered post, courier, facsimile or electronic mail confirmation of delivery.

Notice actually received. If a notice is actually received by a party, adequate notice will have been given.

CIRCUMSTANCES BEYOND CONTROL

No party will be responsible for any breach of the Agreement caused by circumstances beyond its control, including any breakdown or failure of power supply, the Internet, any telecommunications systems, or any computer hardware or software.

CESSION AND ASSIGNMENT

No User or Business may delegate its duties under the Agreement or assign its rights under the Agreement, in whole or in part. Media|Connect may assign the Agreement to any successor or purchaser of its business or some of its assets.

GENERAL

Entire Agreement. The Agreement constitutes the entire agreement between the parties in respect of the subject matter of the Agreement.

Changes. The Agreement may be changed at any time by Media | Connect and where this affects the rights and obligations of a User or Business, Media | Connect will notify the User or Business of any changes by placing a notice in a prominent place on Media | Connect (or by email). If a User or Business does not agree with the change the User or Business should stop using Media | Connect. If a User or Business continues to use Media | Connect following notification of a change to the Agreement, the changed terms will apply to the User or Business.

Fact related to Media | Connect. A certificate, signed by an administrator of Media | Connect, of any fact related to Media | Connect (including the version of the Terms that governs a particular Order or dispute and what content was published or functionality was available on Media | Connect at a specific point in time) will be conclusive irrefutable proof of the correctness of the certificate's contents.

Waiver. No granting of time or forbearance will be, or be deemed to be, a waiver of the Agreement and no waiver of any breach will operate as a waiver of any continuing or subsequent breach.

Severability. If any term is void, unenforceable, or illegal, the term will be severed and the remainder of the Agreement will have full force and effect, provided the severance does not alter the nature of the Agreement.

Governing Law and jurisdiction. As between Media | Connect and each User or Business, the Agreement is governed by and must be interpreted under the laws of the Republic of South Africa and each User or Business agrees to submit to the exclusive jurisdiction of the South African courts.

Right to reference. Each User, any other person, website, Business, or agent (including any virtual or robotic agent) associated with the visitor or Business consents to Media | Connect using its name in any marketing or sales material.