

## THE MEDIA PEOPLE'S WEBSITE TERMS

The Media People CC (THE MEDIA PEOPLE)

PLEASE READ THE MEDIA PEOPLE's Website Terms in their prevailing form as posted on THE MEDIA PEOPLE's Website from time to time (THE MEDIA PEOPLE's Website Terms) CAREFULLY ON EACH OCCASION THAT YOU ACCESS THE MEDIA PEOPLE's Website BEFORE YOU USE THE MEDIA PEOPLE's Website.

THE MEDIA PEOPLE PROVIDES ACCESS TO AND USE OF THE MEDIA PEOPLE's Website SUBJECT TO THE MEDIA PEOPLE's Website Terms. THE MEDIA PEOPLE's Website Terms ARE APPLICABLE TO ALL BUSINESS DEALINGS AND AGREEMENTS WITH ALL THIRD PARTIES AND THE MEDIA PEOPLE AND BIND ALL USERS OF THE MEDIA PEOPLE's Website.

CONTINUED USE OF THE MEDIA PEOPLE's Website IN ANY FORM WHATSOEVER ON ANY PARTICULAR DATE CONSTITUTES ACCEPTANCE OF THE MEDIA PEOPLE's Website Terms (in their prevailing form as at the particular date of use) AND AGREEMENT WITH THE MEDIA PEOPLE AND YOU THE USER ON SUCH BASIS. IF YOU DO NOT ACCEPT THE MEDIA PEOPLE's Website Terms IN THEIR ENTIRITY YOU MUST TERMINATE YOUR USE OF THE MEDIA PEOPLE's Website IMMEDIATELY.

THE MEDIA PEOPLE's Website Terms are to be read and construed together with both THE MEDIA PEOPLE's Terms in their prevailing form from time to time (THE MEDIA PEOPLE's Terms) and shall be given priority in the following order and where there is any conflict in any aspect of such terms, the particular aspect of the higher priority terms shall prevail over any conflicting aspect of any lower priority terms

- THE MEDIA PEOPLE's Terms; and
- THE MEDIA PEOPLE's Website Terms.
  
- THE MEDIA PEOPLE's Website Terms are to be read together with THE MEDIA PEOPLE's Terms, and (if applicable) THE MEDIA PEOPLE's Suretyship and Credit Terms in their prevailing form from time to time (THE MEDIA PEOPLE's Surety and Credit Terms).
- The above referred to terms shall be given priority in the following order and where there is any conflict in any aspect of such terms, the particular aspect of the higher priority terms shall prevail over any conflicting aspect of any lower priority terms
  - \*THE MEDIA PEOPLE's Suretyship and Credit Terms (provided that same are applicable and have been signed by the CUSTOMER);
  - \*THE MEDIA PEOPLE's Terms; and
  - \*THE MEDIA PEOPLE's Website Terms.

THE MEDIA PEOPLE's Website Terms, THE MEDIA PEOPLE's Terms and THE MEDIA PEOPLE's Suretyship and Credit Terms are all available at [www.themediapeople.co.za](http://www.themediapeople.co.za).

### 1. Ownership & Copyright

- 1.1 Copyright in all material including copyright, trade marks, service marks, rights in brands, logos, graphics, photographs, product and price information displayed on or made available within THE MEDIA PEOPLE's Website from time to time (all collectively Material) is protected by both national and international intellectual property law. The trademarks, logos and service marks displayed on THE MEDIA PEOPLE's Website are registered and unregistered trademarks of their owners. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation, or exploitation of Material will constitute an infringement of such protection.
- 1.2 Without the prior written permission of THE MEDIA PEOPLE and/or the owner of Material
- 1.2.1 use including incorporation of any material whatsoever from THE MEDIA PEOPLE's Website within any other website or networked computer environment is prohibited;
- 1.2.2 nothing contained on THE MEDIA PEOPLE's Website should be construed as granting any licence or right to use any Material.
- 1.3 Any written permission granted by THE MEDIA PEOPLE to use or reproduce any material from THE MEDIA PEOPLE's Website shall be subject to it being recorded (in a manner acceptable to THE MEDIA PEOPLE) together with such use or reproduction that such use or reproduction is subject to THE MEDIA PEOPLE's Website Terms.

- 1.5 Copyright in all material vesting in **THE MEDIA PEOPLE** published within **THE MEDIA PEOPLE's** Website shall continue to vest in **THE MEDIA PEOPLE**. You agree to prevent any unauthorized copying of Materials. You may not resell, redistribute, decompile, reverse engineer, disassemble or otherwise convert any software used within **THE MEDIA PEOPLE's** Website.
- 1.6 Without derogating from the foregoing, **THE MEDIA PEOPLE** authorises you to view, copy, download to a local drive, print and distribute the content of **THE MEDIA PEOPLE's** Website, or any part thereof on the basis that
- 1.6.1 if you download from **THE MEDIA PEOPLE's** Website, any material will be deemed to be licensed to you by **THE MEDIA PEOPLE** or the owner thereof only for the purposes specified herein;
- 1.6.2 neither title nor intellectual property rights are transferred to you, but remain with **THE MEDIA PEOPLE** or the owner thereof;
- 1.6.3 any downloading is on condition that such download is only used
- 1.6.3.1 to place an order or for information purposes;
- 1.6.3.2 (other than for placing orders) for non-commercial purposes.
- 1.7 No right, title or interest in any material whatsoever contained within **THE MEDIA PEOPLE's** Website is granted to you hereunder.
- 2. Content**
- 2.1 **THE MEDIA PEOPLE's** Website is only intended to provide general content, information, comment and functionality (all collectively **Content**) regarding **THE MEDIA PEOPLE** and its Products and services and it is not intended to provide exhaustive treatment of any subject.
- 2.2 **THE MEDIA PEOPLE's** Website may include technical, typographical or other inaccuracies.
- 3. Right to amend**
- 3.1 **THE MEDIA PEOPLE** reserves all rights without notice at any time to
- 3.1.1 change, add or remove anything whatsoever within **THE MEDIA PEOPLE's** Website, **THE MEDIA PEOPLE's Website Terms**, **THE MEDIA PEOPLE's Terms**, and **THE MEDIA PEOPLE's Suretyship and Credit Terms**;
- 3.1.2 alter or amend any criteria or **Content** within **THE MEDIA PEOPLE's** Website;
- 3.1.3 introduce new products and services, to discontinue products and services, and to make design changes or modification to existing products and services;
- 3.2 A certificate and a copy of any relevant content of **THE MEDIA PEOPLE's** Website, **THE MEDIA PEOPLE's Website Terms**, **THE MEDIA PEOPLE's Terms** and **THE MEDIA PEOPLE's Suretyship and Credit Terms** signed by a member of **THE MEDIA PEOPLE** shall be prima facie evidence of the contents of **THE MEDIA PEOPLE's** Website, **THE MEDIA PEOPLE's Website Terms**, **THE MEDIA PEOPLE's Terms** and **THE MEDIA PEOPLE's Suretyship and Credit Terms** at any particular date.
- 4. Hyperlinks to Third Party Sites**
- 4.1 Hyperlinks are provided within **THE MEDIA PEOPLE's** Website for your convenience, are beyond the control of **THE MEDIA PEOPLE** and do not imply any representation or endorsement of any or website or its content.
- 4.2 Use of or reliance upon any provided hyperlink is at your own risk.
- 5. No Offer**
- 5.1 No **Content** contained within **THE MEDIA PEOPLE's** Website should be construed as an offer by **THE MEDIA PEOPLE**. All Products and services offered by **THE MEDIA PEOPLE** are subject to signature of the requisite application forms and other documentation relating thereto and are governed by **THE MEDIA PEOPLE's** Terms.
- 5.2 **THE MEDIA PEOPLE** shall not be bound in any manner until a formal written agreement has been entered into between yourself and **THE MEDIA PEOPLE**. **THE MEDIA PEOPLE** reserves the right to reject in its discretion any order or application submitted howsoever using **THE MEDIA PEOPLE's** Website.
- 6. Transmission of Content and security**
- 6.1 **THE MEDIA PEOPLE** is pleased to hear from you and welcomes your comments regarding **THE MEDIA PEOPLE** and Products.
- 6.2 While **THE MEDIA PEOPLE** has taken measures to attempt to ensure the integrity of **THE MEDIA PEOPLE's** Website and employs security features, processes and procedures on **THE MEDIA PEOPLE's** Website, **THE MEDIA PEOPLE** cannot guarantee the security of **Content** you transmit to **THE MEDIA PEOPLE**. Notwithstanding various precautions taken by **THE MEDIA PEOPLE**, you accept that transmitting **Content** including email over the internet may be subject to unlawful access or monitoring and that **THE MEDIA PEOPLE** are not liable for any loss harm or damage which you may suffer as a result of this.
- 6.3 You are therefore discouraged from transmitting to **THE MEDIA PEOPLE** any **Content** which may be confidential, proprietary or sensitive. You shall bear all risk of transmitting such **Content** in this manner and under no circumstances will **THE MEDIA PEOPLE** be liable for any loss, harm or damage suffered by you as a result thereof. **THE MEDIA PEOPLE** reserves the right to request independent verification of any **Content** transmitted via e-mail and you consent to such verification should **THE MEDIA PEOPLE** deem it necessary.
- 6.4 **THE MEDIA PEOPLE** requests that no unsolicited, confidential or proprietary **Content** be sent to **THE MEDIA PEOPLE**. Any **Content** sent to **THE MEDIA PEOPLE** will be deemed not to be confidential, unless otherwise agreed in writing by **THE MEDIA PEOPLE**.
- 6.5 All remarks, suggestions, ideas, graphics, or other **Content** communicated to **THE MEDIA PEOPLE** through or as a result of **THE MEDIA PEOPLE's** Website (the **Submissions**) become the sole and exclusive property of **THE MEDIA PEOPLE**. **THE MEDIA PEOPLE** will not be required to treat any **Submissions** as confidential, and will not be liable to any third parties for any ideas howsoever relating to **THE MEDIA PEOPLE's** business or Product.



- 6.6 **THE MEDIA PEOPLE** will be entitled to use, reproduce, disclose and distribute any Submissions for any commercial or other purpose whatsoever, without compensation to you or any third party. You acknowledge that you are responsible for whatever Content you submit.
- 6.7 To enjoy full functionality and all the security features available on **THE MEDIA PEOPLE's** Website you require the browser and version thereof as specified on **THE MEDIA PEOPLE's** Website from time to time. If you do not have the specified browser then you might not enjoy the full functionality or security features made available on **THE MEDIA PEOPLE's** Website, in which case you acknowledge and accept that **THE MEDIA PEOPLE's** Website may fail to function properly and you accept all risks in relation to this.
- 6.8 Should **THE MEDIA PEOPLE** make available a discussion group or bulletin board on **THE MEDIA PEOPLE's** Website, you, shall be liable and take full responsibility for what you provide by way of Content and for any mistakes, defamation, libel, slander, omissions, falsehoods, obscenity, pornography, or profanity you might post or encounter and **THE MEDIA PEOPLE** shall bear no liability or responsibility therefore whatsoever.
7. **South African application**  
Unless otherwise specified in writing, the Products, services and features on **THE MEDIA PEOPLE's** Website are directed solely for use in South Africa. Those who choose to access **THE MEDIA PEOPLE's** Website from locations other than South Africa do so on their own initiative and are responsible for compliance with their own local laws if and to the extent applicable.
8. **Disclaimer and limitation of liability**
- 8.1 **THE MEDIA PEOPLE's** Website and the information contained therein is provided "as is" (ie voetstoots).
- 8.2 Certain information contained within **THE MEDIA PEOPLE's** Website is supplied by manufacturers and suppliers of Product, service providers to **THE MEDIA PEOPLE** and third parties.
- 8.3 The Content within **THE MEDIA PEOPLE's** Website is general in nature and is not intended as advice on any particular matter.
- 8.4 You should not act or fail to act merely on the basis of any Content contained within **THE MEDIA PEOPLE's** Website.
- 8.5 While **THE MEDIA PEOPLE** has taken measures to attempt to ensure the integrity of **THE MEDIA PEOPLE's** Website and employs security features, processes and procedures within **THE MEDIA PEOPLE's** Website, **THE MEDIA PEOPLE** and **THE MEDIA PEOPLE's** affiliated companies, holding company, subsidiaries or subsidiaries of its holding company, or their shareholders, members, agents, consultants, officers, directors, employees and agents (the **THE MEDIA PEOPLE** Team)
- 8.5.1 shall not be liable for
- 8.5.1.1 any damages whatsoever (including any direct, indirect, special, incidental, consequential or punitive damages, whether in an action arising out of contract, statute, delict or otherwise) arising from or relating to the use of **THE MEDIA PEOPLE's** Website, irrespective of the cause of loss;
- 8.5.1.2 any interruption; malfunction; downtime or other failure of
- 8.5.1.2.1 **THE MEDIA PEOPLE's** Website or computer systems for whatsoever reason;
- 8.5.1.2.2 products, goods or services provided by third parties, including, public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;
- 8.5.1.3 any event caused by force majeure or over which **THE MEDIA PEOPLE** have no control;
- 8.5.2 make no, and expressly disclaim all, express or implied representations or warranties, including warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
- 8.5.3 do not warrant that
- 8.5.3.1 **THE MEDIA PEOPLE's** Website or information will be
- 8.5.3.1.1 uninterrupted, timely, secure or error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality;
- 8.5.3.1.2 free of viruses or any other data or code which has the ability to corrupt or adversely affect the operation of your computer, data or network;
- 8.5.3.2 any files, downloads or applications available within **THE MEDIA PEOPLE's** Website are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system and make no express, implied representations or warranties with regard to the issues referred to in 8.5.3.1 and 8.5.3.2;
- 8.5.4 do not accept any liability or responsibility whatsoever for
- 8.5.4.1 policies adopted by the proprietors of any other websites which are not under **THE MEDIA PEOPLE's** control;
- 8.5.4.2 the content of any other websites including any link contained, or any changes or updates to any such websites;
- 8.5.4.3 the functionality (or lack thereof) of any other websites.
9. **Enforceability**  
If any part of **THE MEDIA PEOPLE's** Website Terms is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.
9. **Jurisdiction**  
**THE MEDIA PEOPLE's** Website Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You consent to the exclusive jurisdiction of the relevant courts of South Africa in respect of any disputes arising in connection with the use of **THE MEDIA PEOPLE's** Website or the products and services referred to in **THE MEDIA PEOPLE's** Website, or **THE MEDIA PEOPLE's** Website Terms or any matter related to or in connection with **THE MEDIA PEOPLE**.
10. **Availability of THE MEDIA PEOPLE website**



THE MEDIA PEOPLE may, in THE MEDIA PEOPLE's sole discretion, at any time suspend or terminate the operation of THE MEDIA PEOPLE's website or any of the services provided through THE MEDIA PEOPLE's website or advertised within THE MEDIA PEOPLE's website or your access to any or all parts of THE MEDIA PEOPLE's website at any time, without prior notice to you and without the need to provide you with any reasons.

#### Privacy

11. **When and how THE MEDIA PEOPLE collects information**

THE MEDIA PEOPLE may specifically request information from you, generally this information is requested when you wish to contact THE MEDIA PEOPLE by means of an enquiry, query, a request for quotation, or an order, or when you register as a CUSTOMER.

12. **Why THE MEDIA PEOPLE collects information**

THE MEDIA PEOPLE collects information to ensure that you receive a more customised service, which will add value to your experience with THE MEDIA PEOPLE. By doing this THE MEDIA PEOPLE is better equipped to meet your needs by targeting the best and most appropriate services and Products for you.

13. **Use of information collected**

THE MEDIA PEOPLE will treat your information in total confidence and will only share your information with the THE MEDIA PEOPLE Team and its suppliers, affiliates, investors, members, alliance partners and agents. The information THE MEDIA PEOPLE collects from you may be used for a variety of reasons, such as establishing the general demographics, statistics or market information or to compile a broad profile of visitors/members who access and interact on and through THE MEDIA PEOPLE's website. If you register, or otherwise give THE MEDIA PEOPLE your personal details, THE MEDIA PEOPLE will not share that information with third parties without your permission, other than for the limited exceptions already listed. Information will only be used for the purposes stated above. THE MEDIA PEOPLE do not make our mailing list available to anyone else.

14. **Email/mail of promotions**

THE MEDIA PEOPLE may also use the information THE MEDIA PEOPLE collects to be better able to meet your needs by emailing/ mailing you information on Products and related matters which may be of interest to you. From time to time THE MEDIA PEOPLE will email/mail you information about THE MEDIA PEOPLE and Products. If you do not wish to receive these emails/mail you can opt out by contacting THE MEDIA PEOPLE with a request to be removed from THE MEDIA PEOPLE's mailing list.

15. **Security of your personal details**

THE MEDIA PEOPLE have endeavoured to protect the security of your personal details and honour your choices for its intended use. THE MEDIA PEOPLE has in place IT which endeavours to protect your data carefully from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Your personal details are not shared outside THE MEDIA PEOPLE without your permission, except under conditions already explained above. Inside THE MEDIA PEOPLE data is stored in a password-protected environment and is only accessible to relevant staff.

16. **Cookie technology**

THE MEDIA PEOPLE uses cookie technology. Cookie technology consists of tiny pieces of data or a small text file that is stored on your computer's hard drive and which contains information about you, so that next time you visit THE MEDIA PEOPLE's website the cookie reminds THE MEDIA PEOPLE of who you are, enabling THE MEDIA PEOPLE to achieve THE MEDIA PEOPLE's goal of providing a valuable online experience to you. You can, however, set up your internet browser to disable this cookie technology.

17. **When THE MEDIA PEOPLE will disclose information**

THE MEDIA PEOPLE will disclose information if required to do so by law or if disclosure is required to protect the safety of THE MEDIA PEOPLE's customers or the public, or if THE MEDIA PEOPLE believes that such action is necessary to protect and defend THE MEDIA PEOPLE's rights or property, THE MEDIA PEOPLE's Website or THE MEDIA PEOPLE's customers.

