

## Terms and Conditions

### 1. USAGE

1.1 Persons using the Media24 website for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of Media24 when accessing the website as set out below.

1.2 This website is only intended to provide the user with information regarding Media24, its products offered and services rendered.

1.3 Without derogating from the foregoing, Media24 hereby authorises the user to view, copy, download to a local drive, print and distribute the content of this website, or any part thereof, provided that:

1.3.1 such content is used for information and/or non-commercial purposes only; and

1.3.2 any reproduction of this the content of this website, or portion thereof, must include the following copyright notice: © Media24 2002. ALL RIGHTS RESERVED.

1.4 Users that wish to use content from this site for commercial purposes may only do so with prior written permission.

### 2. INTELLECTUAL PROPERTY RIGHTS

All content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to Media24, and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this site is expressly reserved.

### 3. ELECTRONIC COMMUNICATIONS

By using this website or communicating with Media24 by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

### 4. CHANGES AND AMENDMENTS

4.1 Media24 expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in this website without prior notice.

4.2 Media24 reserves the right to change and amend the prices and rates quoted on this website without any notice.

4.3 The user undertakes to check Media24 frequently and to acquaint themselves with the changes and/or amendments in the information supplied on the website.

### 5. PRIVACY POLICY

5.1 Media24 protects the user's privacy:

5.2 No personal information will be disclosed to third parties without the user's permission or due process.

5.3 Media24 gathers and will be in possession of the following private and personal information:

5.4 Information provided by the user voluntarily - this information is used to provide a better service to users;

5.5 Information automatically provided (e.g. cookies) - this information is gathered to better your browsing and interaction with Media24. Cookies cannot harm your computer or carry viruses; and

5.6 By using this website the User consents to the following:

5.6.1 Media24 may use your personal information to communicate with the user from time to time. Users may indicate if they do not wish to receive such communications; and

5.6.2 Media24 may use user's information for non-personal statistical purposes.

5.7 Media24 retains the copyright in databases of personal information of users.

### 6. LINKING AND FRAMING

6.1 Any third party site may link to this website provided that such a link is directed at the home page of this website. It is expressly prohibited for any person, business, entity or web site to link to any page other than the home page of this website, without the prior written approval of Media24.6.2 It is expressly prohibited for any person, business, entity, or website to frame any page on this

website, including the home page, in any way whatsoever, without the prior written approval of Media24.

## **7. AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

7.1 No information or data on this website is an offer but merely an invitation to do business.

7.2 No agreements shall be concluded merely by sending a data message to this website or its owners, valid agreements require an acknowledgement an offer, of receipt from this website.

## **8. SEARCHING TECHNOLOGY**

The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this website is not permitted if such technology will result in slowing down this website server or copyright infringement of any data and information available from this website. Data and information may only be used in compliance with sections 5 to 8 hereof.

## **9. LINKS TO THIRD PARTY SITES**

9.1 Media24 may provide links to the user only as a convenience and the inclusion of any link does not imply Media24's endorsement of such sites.

9.2 Linked websites or pages are not subject to the control of Media24. Media24 shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website.

## **10. SECURITY OF INFORMATION**

10.1 All reasonable steps will be taken to secure a user's information.

10.2 Users undertake not to divulge their user name and passwords to any other person.

10.3 It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this website or attempts to gain unauthorised access to any page on this website shall be held criminally liable, and in the event that Media24 should suffer any damage or loss, civil damages will be claimed.

## **11. DISCLAIMER**

11.1 Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, Media24 shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Furthermore, Media24 makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be 100% uninterrupted and error free.

11.2 This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Media24 that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.

11.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Media24 and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

11.4 All items purchased from Media24 are made pursuant to agreements with shipping and delivery agents and risk of loss pass from Media24 to such agents upon delivery of any item to such carrier.

11.5 Neither Media24 nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this website.

11.6 Postings of any kind posted to this website or e-mail sent to this website are not editorially controlled and therefore Media24 cannot be held liable for illegal or unconstitutional content. The user indemnifies Media24 from all liability in this regard.

**12. SEVERABILITY**

12.1 These Terms and Conditions of Use constitute the entire agreement between Media24 and you, the user of this website. Any failure by Media24 to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

12.2 In the event that any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

**13. APPLICABLE AND GOVERNING LAW**

This website is hosted, controlled and operated from the Republic of South Africa, and thus the South African Law governs the use or inability to use this website and these terms and conditions.

**14. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI**

If you have any questions, queries or wish to request permission to use any part of this website, including, linking, framing, or searching, please contact us at:

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