

TERMS & CONDITIONS OF MEDIA24'S ONLINE MARKETING AGREEMENT

These terms and conditions, together with our [Privacy Notice](#) and the insertion order (“IO”), (collectively, the “Terms”) will form a written contract between:

1. Media24, a division of Media24 Proprietary Limited (Registration No. 1950/038385/07) (“**Media24**”); and
2. the party indicated on the applicable IO (“**Advertiser**”); and will govern the rendering of advertisements (“the **Ads**”) on participating Media 24 consumer websites (each “a **Website**”) (“**the Ad Rendering**”).

2. IOs

1. In the event of a conflict between the provisions of the Terms and the provisions of the IO, unless otherwise stated, the terms of the IO shall take precedence.
2. The IO shall specify: i) the details of the Ads to be rendered and the relevant website(s) on which it will be rendered (“**the Deliverables**”); ii) the applicable commercial terms; iii) details of any third-party ad server; and iv) any special conditions.
3. No IO shall be binding on Media24 unless accepted by Media24. Media24 shall endeavour to accept the IO within 2 (two) business days of receipt. Acceptance shall either be provided by Media24 in writing, or by the first Ad impression delivered by Media24 pursuant to the IO.

4. Where Advertiser is represented by an agent or is located outside of South Africa, Media24 may require Advertiser to confirm the agent's representative capacity and may impose further conditions to Media24's acceptance of the IO, including advance payment.
5. An agent, by signing an IO, agrees (in its own capacity and not as representative of its principal) to indemnify Media24 from any and all losses incurred as a result of Advertiser's breach of any obligations to Media24.
6. Subject to clause 2.7 below, revisions to an IO shall not be binding unless signed by both parties.
7. Notwithstanding clause 2.6 above, Media24 may deviate from an IO where Media24 is acting in a manner it reasonably considers to be in the interests of Advertiser.

3. Services

1. Whilst Media24 will use all reasonable endeavours to deliver the Ad Rendering within the agreed timelines, Media24 will not be liable for any delays, beyond their control, in delivering the Ad Rendering services.
2. Media24 may, where appropriate in its sole discretion, subcontract the Ad Rendering services or certain parts thereof to one of its approved suppliers, service providers, partners or affiliates.
3. Within 2 (two) business days of acceptance of an IO, Media24 shall provide to Advertiser final technical specifications for the Ads. If the specifications change after that period, then Advertiser may suspend the start date of the Ads by a reasonable period to allow it to (i) provide a

revised Ad; (ii) request that Media24 resize the Ad; (iii) agree to a comparable replacement in good faith.

4. Media24 shall endeavour to provide Advertiser 10 (ten) business days' notice if Media24 becomes aware of any material changes to the Website(s) that may potentially materially change the target audience or significantly affect the size or placement of an Ad ("**Website Modification**"). In the event of a Website Modification Advertiser, as its sole remedy, may cancel the then remainder of the IO, provided it gives written notice to Media24 within 10 (ten) days of either the notice of, or of becoming aware of a Website Modification. Provided that Advertiser may not be entitled to cancel the IO where the Ads concerned are to be rendered earlier than 10 (ten) days from the date of the acceptance of the relevant IO.
5. Advertiser agrees that, whilst Media24 uses reasonable efforts to prevent click fraud, Advertiser shall have no claim of any nature whatsoever against Media24 in the event of any click fraud arising in respect of the Ads.
6. Media24 shall provide Advertiser with a standard campaign report.
7. Although Media24 affords Advertisers the ability to utilize third party delivery platforms and technologies, Media24 reserves the right to decline those platforms and/or technologies it deems (in its sole discretion) to have a negative impact on Media24's trading, delivery and/or functionality. Media24 shall notify Advertiser in writing of its election to decline such third-party delivery platforms and technologies and any affected IO will be cancelled with immediate effect and no

further obligations shall be owed by either party to the other from the time of the aforesaid cancellation.

4. Advertisers' obligations

1. Unless otherwise stated in the IO, the Advertiser is solely responsible for creating the Ads with its own choice of design and content, subject to the Content Criteria set out in clause 5 below and for delivering the completed Ads to Media24 in accordance with the Format Specification described in the spec sheets available on <https://advertising.media24.com>, which will include but will not be limited to pixel dimensions, electronic file size and format and links.
2. Advertiser acknowledges that Media24 has the final decision on the display of the Ads. Where Advertiser requested specific limitations on the display of the Ads, such as, that the Ads should not be displayed at specified locations, then Media24 will use all reasonable endeavours to ensure that the Ads is not displayed at such locations, but will not be liable to the Advertiser for any failure to do so.
3. Advertiser shall procure that all Ads shall comply with all applicable laws, regulations or industry codes, Media24's policies, Content Criteria and Format Specifications from time to time, including as to content, technical specifications, privacy, user experience, public image, obscenity and indecency ("**Media24 Policies**"). Media24 may remove any Ads that Media24 determines as non-compliant, or as Media24 is instructed to remove by the publishers it represents, within their sole discretion. Such removal shall constitute an immediate cancellation of such IO with no further obligations owing by either party to each other.

Media24 reserves the right to decline an IO within its sole discretion and there shall be no requirement on Media24 to submit details and the reason for such decline.

5. Content Criteria

1. The Ads must not contain any reference directly, indirectly, by implication or otherwise to Media24 as recommending, endorsing or otherwise approving the content of or links in the Ads, including but not limited to the Advertiser's activities, products, services, offers, prices, practices or the Advertiser as an organisation.
2. The Advertiser warrants that the Ads will not contain:
 1. any material which is misleading, deceptive, untrue, unlawful, offensive, derogatory, defamatory, disparaging, vulgar, abusive, racist, sexist, is a 'scam', constitutes 'phishing' or is in any other way objectionable, of which Media24 will be the sole and final judge;
 2. any material which infringes the copyright or other intellectual property rights of any other party nor be used to transmit any viruses, malware, spyware or the like to any visitor accessing, viewing or clicking on the Ads;
 3. any links that may be used in or linked to any website or webpages which under laws, codes or regulations applicable to the internet:
 1. is in breach of those laws, codes or regulations including but not limited to infringement of copyright and other

- intellectual property rights (“IPRs”), defamation, theft, fraud, financial manipulation, drug-trafficking, money-laundering and terrorism;
2. may incite violence, sadism, cruelty or racial hatred;
 3. may facilitate prostitution, paedophilia or people trafficking;
 4. is pornographic, obscene, indecent, abusive, offensive or menacing;
 5. any virus, worm, trojan horse, cancelbot or other destructive or contaminating program;
4. any material that may invade the privacy of consumers or not be in compliance with relevant data privacy legislation, nor be used to send unsolicited emails (“spam”) nor collect or transfer personal information on data subjects accessing, viewing or clicking on the Ads, without their consent.
3. If Media24 discovers or is notified of any of the instances specified above (notwithstanding Media24’s right to require changes to the Ads) and whether or not there is any clear legislation or regulation to determine the proper course of action for Media24, Media24 will at its sole option and discretion, have the right immediately and without notice, to take down the Ads without further enquiry and/or, if appropriate, report the same to the relevant authorities or party affected and give them all necessary information to identify and pursue the Advertiser if such is the outcome of the investigation.
- 4.

6. Data Privacy Obligations

1. The parties acknowledge that in providing the Ad Rendering, or creating the Ads, the Parties may be exposed to Personal Information (as defined in the Protection of Personal Information Act, 2013 ("POPIA")) of the other party or third parties.
2. The parties specifically record that all Personal Information provided by one party to the other, or to which a party may be exposed, shall constitute confidential information.
3. Each party warrants to the other that when processing any Personal Information for and/or on behalf of the other party it shall:
 1. Process such Personal Information only in accordance with the provisions of the Terms and shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Personal Information for any purpose other than provided for in these Terms and only to the extent necessary to perform under the Terms;
 2. not disclose Personal Information to any third parties without the written consent of the other party, unless required by law or in the course of the performance of its obligations under the Terms;
 3. have due regard to generally accepted information security practices and procedures which may apply generally or be required in terms of specific industry or professional rules and regulations;

4. notify the other party immediately where there are reasonable grounds to believe that Personal Information has been accessed or acquired by any unauthorised person;
 5. establish and maintain security measures to secure the integrity and confidentiality of Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of Personal Information and unlawful access to, or processing of, Personal Information.
4. The Parties shall fully comply with the statutory obligations contained in POPIA, when processing Personal Information.
 5. Where the Ad Rendering is provided by Media24 based on Personal Information provided to Media24 by Advertiser, Advertiser warrants that it has verified such Personal Information and that it may be processed and used for the purposes of these Terms and that the Advertiser has complied with all requirements and obligations under POPIA, including to obtaining the necessary consents from data subjects in order for Media24 to process the Personal Information. Media24 shall not be liable whatsoever for any loss, claim or penalty suffered or incurred by any person as a result of Advertiser's failing to comply with the requirements of POPIA. Advertiser hereby indemnifies Media24 from all liability arising out of such non-compliance by Advertiser.

7. License

Advertiser grants to Media24 a worldwide, royalty-free license to use the Ads and any logo, trade name, trade mark, brand name, logo, or domain name associated therewith for the purposes of fulfilling its obligations in respect of these Terms.

8. Fees

1. Advertiser shall pay to Media24 the amount stated in the IO (plus VAT thereon) for the Ad Rendering within 30 days of invoice unless otherwise provided for in the IO. Such amount will be based on the campaign dates as stated on the IO and will not be pro-rata on a per impression delivered basis.
2. Should Advertiser fail to pay any amount by its due date or otherwise breach any obligation it owes to Media24, Media24 may (as one of its remedies) suspend the Ad Rendering.
3. Interest at the prime interest rate charged by ABSA Bank Ltd shall accrue on all overdue amounts from the due date until date of payment.
4. A certificate by any director of Media24, whose appointment authority need not be proved, shall be prima facie proof of the amount of Advertiser's indebtedness to Media24 for purposes of obtaining summary judgment or provisional sentence.
5. In the event of Media24 instructing its attorneys to recover monies from Advertiser, Advertiser shall be liable for and shall pay all legal costs incurred by Media24 on an attorney/client scale, inclusive of collection commission.

9. Duration

1. The Terms shall commence on the date the first IO is signed and endure until terminated in accordance with the provisions of the Terms.
2. Each IO shall commence on the signature date of the IO and endure for the duration set out in the IO, or until terminated in accordance with the terms of this Agreement.

10. Cancellations

1. Advertiser may cancel any IO, without penalty, if notice is given to Media24 more than 30 (thirty) days prior to the rendering of the first Ad contemplated in the IO. If a shorter cancellation notice is given then Advertiser is liable to Media24 for the cost of those Ads scheduled to be rendered during the 30 (thirty) day period following the notice. For clarity and by way of example, if Advertiser cancels the IO 15 (fifteen) days prior to the serving of the first impression, Advertiser will only be responsible for the first 15 days of the IO.
2. Non-standard CPM advertising placement, including but not limited to sponsorships, newsletters, promo-mailers and packaged offers may be cancelled by the Advertiser at any time. Notwithstanding the aforesaid, the Advertiser will be held liable for the full value of the placement for its entire duration as stipulated in the IO.
3. The cancellation of one IO, or portion thereof shall not affect the remainder of the IO(s).

11. Campaign postponements

1. Where it is able to accommodate postponement requests received from the Advertiser in writing (and that explicitly state postponement dates),

Media24 shall endeavour to execute such postponement in accordance with the request received.

2. Any postponement shall be subject to inventory availability within the new campaign date range and should insufficient inventory be available, Media24 shall afford the Advertiser inventory on an alternative environment, save that the Advertiser shall remain liable for the full campaign billing value as per the original IO (without the consideration of any discount or credits) irrespective of whether or not the Advertiser agrees to the alternative inventory offered by Media24.
3. Billing and payment of all fees shall be as per the original IO campaign dates and shall not be amended in respect of the postponement dates.
4. Should the Advertiser opt to cancel the IO 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 campaign commencement date and any cancellation fees shall be determined as from the original campaign start date.

12. Late material supply

1. Material is deemed to be supplied late by the Advertiser, when such material is delivered to Media24 less than 5 (five) business days prior to the rendering of the first Ad contemplated in the IO (the “**Late Material**”);
2. Whilst Media24 shall endeavour to implement the Late Material in time to render the first Ad contemplated in the IO, Media24 shall not in any event whatsoever be held liable to the Advertiser or any third party

should the first Ad not be rendered by the specified campaign start date as per the IO;

3. Media24 shall not be held liable by the Advertiser and/or any third party for any reason whatsoever in the event that the supply of the Late Material effects Media24's ability to meet its obligations as per the IO, save that Media24 shall use its reasonable commercial endeavours to meet the IO delivery requirements for CPM campaigns. The Advertiser shall remain liable for the full payment of the IO, notwithstanding Media24's failure to meet its delivery obligations as a result of the Advertiser's supply of the Late Material;
4. If the Advertiser supplies Late Material to be implemented in respect of non-standard CPM advertising placement IO's, including but not limited to sponsorships, newsletters, promo-mailers and packaged offers, the Advertiser shall forfeit those days affected by the supply of the Late Material with no recourse whatsoever, and the Advertiser shall remain liable for the full IO value, including such forfeited placements;
5. Media24 shall, inventory permitting, use its reasonable commercial endeavours to deliver as per the original IO requirements, save that Media24 shall not be held liable in any circumstances whatsoever, nor shall the Advertiser be entitled to withhold any payments due to Media24, should Media24 be unable to find suitable replacement inventory and/or placements.

13. Breach

1. Either party may terminate an IO or the Terms at any time if the other party is in material breach of its obligations under an IO, these Terms, or

the Media24 Policies and that breach, if it can be cured, is not cured within 10 (ten) days after written notice thereof.

2. If Advertiser breaches any Media24 Policy on three separate occasions after having received notice of such breach, then Media24 may terminate the IO associated with such breach or the Terms, upon written notice even if such breach has been cured by Advertiser.
3. Media24's sole liability to Advertiser for any non-delivery of any Deliverables in respect of any Ad or IO shall be to provide Advertiser with a credit equal to the value of the under-delivered portion of the IO. Alternatively, an agreement may be reached with Advertiser to extend the campaign end date in order for the full number of impressions booked to be served.
4. Media24 shall allow for a maximum 10% (ten percent) delivery discrepancy and where it is deemed warranted in Media24's sole discretion, Media24 shall deliver bonus impressions, to a maximum of 10% (ten percent) of the originally booked number of impressions. No bonus or discrepancy allowances will be applicable to any cost per day (CPD) or sponsorship campaigns whatsoever.

14. Indemnities and limitation of liability

1. Each party ("the indemnifying party") indemnifies and holds the other party ("the other party") harmless against any claims or liability or damages arising on the part of the other party from any breach by the indemnifying party of any obligation imposed on it in any IO, these Terms or in law.

2. If notwithstanding any of the foregoing, Media24 is found to be liable to Advertiser for any amount or claim hereunder, such liability shall never exceed the lesser of the amount that Advertiser paid to Media24 in the 3 (three) months immediately preceding the date the liability arose, or the proceeds available from any insurance procured by Media24 in relation thereto (if any).
3. Except for third party claims resulting from intellectual property infringements or data privacy law infringements, in no event shall either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by the other party arising out of these Terms.
4. Save for payment obligations, neither party shall be liable for delay or default in the performance of its obligations to the other party if such delay or default is caused by conditions beyond its reasonable control not occasioned by its fault or negligence or breach of any obligation arising in terms hereof. An affected party's obligations shall be suspended for the duration of the foregoing circumstances. If those circumstances persist for longer than one month then the other party may cancel the relevant IO.

15. Confidentiality

The parties shall treat all information, in whatever form and howsoever recorded, that may reasonably be argued to have commercial value that a party receives from the other party as a result of this Agreement ("confidential information"), as private and confidential and safeguard it accordingly. The parties furthermore agree not to use or

disclose or divulge or copy or reproduce or publish or circulate or reverse engineer and/or decompile or otherwise transfer, whether directly or indirectly, any confidential information to any other person and shall take all such steps as may be reasonably required to prevent confidential information falling into the hands of unauthorised persons.

16. Intellectual Property

1. For purposes of this clause the following terms shall have the meanings assigned to them hereunder:
 1. "**Media24 Data**" – the data owned, collected, provided and/or compiled by Media24 and all adaptations thereto, which may include, text, graphs, graphic user interfaces, images, photographs, illustrations, articles, profiles, still and animated graphics, audio content and video content;
 2. "**Media24 Databases**" – any list or database created, compiled or enhanced by Media24 and all adaptations thereto, which may include, without limitation, the Media24 Data;
 3. "**Tools**" – the software and other tools independently developed and owned by Media24 and used in the provisioning of the Ad Rendering, including the source code or object code (or any other code) which form part of the Tools.
2. All the intellectual property rights of Media24 (a) existence as at the signature date of an IO; and in or relating to (b) the Adspace24's Data; (c) all Media24's Databases; (d) the Tools; (e) Websites and (f) its confidential information ("**Media24's Intellectual Property**") shall vest in and remain the sole property of Media24. Nothing in the Terms shall

result in Advertiser owning any intellectual property rights in Media24's Intellectual Property.

3. All the intellectual property rights of Advertiser in (a) existence as at the signature date of an IO; and in or relating to (b) the Ads; and (c) its confidential information ("**Advertiser's Intellectual Property**"), shall vest in and remain the sole property of Advertiser. Nothing in the Terms shall result in Media24 owning any intellectual property rights in Advertiser's Intellectual Property.
4. In the event that new inventions, designs or processes evolve during the provision of the Ad Rendering, Advertiser acknowledges that the same will belong to Media24.

17. Force Majeure

1. If either party ("**Affected Party**") is prevented or restricted directly or indirectly from carrying out all or any of its obligations under the Terms by reason of an event of Force Majeure, then the Affected Party shall be relieved of its obligations hereunder during the period that such event continues (and for so long as the Affected Party is so prevented from fulfilling its obligations, then the corresponding obligations of the other party shall be suspended to the corresponding extent), and the Affected Party shall not be liable for any delay and/or failure in the performance of its obligations under the Agreement during such period, provided that
—
 1. a party claiming *Force Majeure* shall as soon as reasonably possible after becoming aware of the *Force Majeure* event, notify

the other party thereof, stating the nature, extent and expected duration thereof;

2. the burden of proof of the existence and extent of the alleged event and the enforceability thereof, shall rest on the party claiming *Force Majeure*.

2. In the event of *Force Majeure*, as notified in terms of clause 17.1, continuing for a period of more than 30 (thirty) days, the party who has received notice of Force Majeure, shall be entitled to terminate the relevant IO with immediate effect.

18. General terms

1. Each party warrants to the other party that it has the expertise, experience and required licenses and permissions to fulfil its obligations in terms of these Terms.
2. Advertiser may not resell, assign or transfer any of its rights or obligations hereunder.
3. These Terms constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO.
4. An IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.
5. These Terms shall be interpreted in accordance with the laws of the Republic of South Africa.

6. Any claims, legal proceeding or litigation arising in connection with these Terms shall be subject solely to the jurisdiction of the courts of the Republic of South Africa.
7. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.
8. Each party chooses as its domicilium the address set out in the relevant IO.