

## STANDARD TERMS AND CONDITIONS

### PANORAMA MEDIA CORPORATION

All advertisements are accepted subject to the standard conditions of insertion set out below.

1. In these conditions,

- 1) “the Publisher” means the Publisher of the magazine (including any supplement for which no charge is made to its recipient and which is published, whether regularly or occasionally, as part of, or in association with, the magazine in print or digital format or any other form, such as online, in or with which the advertisement is to appear or has appeared;
- 2) “the Advertiser” means the person placing with the Publisher the order for the insertion of the advertisement, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein or the Advertiser’s advertising agency or media buyer;
- 3) “the rate” means the Publisher’s rate card in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, copy and cancelation deadlines and setting styles, and standard conditions;
- 4) “an advertisement” means matter to be printed on the page, separately inserted or reproduced as a copied cutting of the magazine or digitised version.

2. The Advertiser warrants that:

- a. in relation to an advertisement the Advertiser contracts with the Publisher as a principal notwithstanding that the Advertiser may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity;
- b. the reproduction and/or publication of the advertisement by the Publisher as originally submitted or as amended pursuant to condition 3 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever;
- c. any information supplied in connection with the advertisement is accurate, complete, true and permits the reproduction of the advertisement as a copied cutting;
- d. in respect of any advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or

any part of any living person and /or copy by which any living person is or can be identified, the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;

- e. the advertisement complies with the requirements of all relevant legislation (including subordinated legislation, the rules of statutorily recognised regulatory authorities and the law of South Africa);
  - f. all advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the South African Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Regulatory Board.
3. The Publisher may, without derogation from the warranties contained in condition (II) refuse to require to be amended any artwork, materials and copy for or relating to an advertisement so as
- I. to comply with the legal or moral obligations placed on the Publisher or the Advertiser; or
  - II. to avoid infringing a third party's right, the South African Code of Advertising Practice and all other codes under the general supervision of the Advertising Regulatory Board or the production and quality specifications stipulated or referred to in the rate card. The Publisher will supply the Advertiser with written reasons to support the refusal.
4. The Publisher has the right at its discretion to decline to publish, or to omit, suspend or change the position of any advertisement otherwise accepted for insertion. However, the Publisher will use reasonable efforts to comply with the wishes of the Advertiser although it does not warrant the date of insertion, the wording, or the quality of the colour or mono reproduction of the advertisement.
5. The Publisher will not be liable for any loss of copy, artwork, photographs, or other materials, save where any such loss or damage was as a result of the Publisher, its agents, employees, representatives, contractors or sub-contractors.
6. Where the Advertiser (or agency) warrants that it is authorised by the Advertiser to place the advertisement with the Publisher and the Advertiser will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from the publication thereof.
7. Payment terms will be 30 days from the date of receipt of a valid tax invoice, of which payment is to be made via EFT into the Publisher's bank account.
8. Full details of each remittance are to be supplied to the Publisher by the due time. Payment shall mean the receipt by the Publisher at its bank of moneys transferred electronically (EFT). The Publisher reserves to itself a right to recharge the Advertiser any charges it incurs resulting from the Advertiser's chosen method of payment (i.e. foreign exchange commissions and service charges).

9. The Advertiser agrees to pay the Publisher in respect of each advertisement for which payment is not made by the due time interest on the amount paid late at the prime lending rate determined by the South African Reserve Bank (SARB) from time to time.
10. It is the responsibility of the Advertiser to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to condition 6, the Publisher assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless notified immediately of the error occurred in writing. Any other matter of complaint, claim or query (whether in relation to the advertisement or the invoice) must be raised with the Publisher in writing within 7 (seven) days following (as the case may be) insertion of the advertisement or of the date on which it is claimed the advertisement should have appeared or the receipt by the Advertiser of the invoice giving rise to it. Without prejudice to the Publisher's entitlement to be paid for the advertisement as published a sum representing a reasonable portion of the charge agreed at the time the advertisement was booked, if the advert doesn't flight due to circumstances which are beyond reasonable control of the Publisher, the Advertiser, upon agreement, accepts a re-flight at a different time slot, to the same value in the same publication and same placement/position in another month, if this is a suitable remedy to the Advertiser. Such complaint, claim or query shall not affect the liability of the Advertiser for payment by the due time of the Publisher's charges for that and all other advertisements. Once any dispute in respect of any advertisement has been resolved, payment (defined as in condition 8) for that advertisement will, if the original due date has then already passed, be due within 14 (fourteen) working days.
11. Should either party breach any material provision of this agreement and fail to remedy the breach within 10 (ten) days of written notice to do so, that party shall be in default ("Defaulting Party"). Should any party be in default the other party ("Aggrieved Party") will be entitled to cancel the agreement by written notice to the Defaulting Party with immediate effect and claim damages or specific performance without prejudice to its right to make use of any other remedy available to it in law. In the event that claiming specific performance is unable to remedy the breach, then the Aggrieved Party will be entitled to immediately cancel the agreement while maintaining the right to claim damages.
12. The placing of an order for the insertion/placing of an advertisement shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by the Advertiser shall be void insofar as they are inconsistent with these conditions.
13. No waiver or indulgence by the Publisher shall be effective save in relation to the matter in respect of which it was specifically given.
14. These conditions shall apply to each contract for the insertion of an advertisement together with such additional relevant conditions as are set out elsewhere in the Publisher's rate card and in the event of any variations or inconsistency between these conditions and such other conditions, these conditions shall prevail.
15. For your protection, calls to and from the Publisher may be recorded.

16. The contract which incorporates these conditions shall be construed under and governed by the law of South Africa and the parties hereby irrevocably agree that the courts of South Africa shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this contract or breach thereof.

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