

NEWSCLIP MEDIA MONITORING (PTY) LTD

TERMS AND CONDITIONS

THIS AGREEMENT is between Newsclip Media Monitoring (Pty) Ltd (referred to as "us", "our" or "we" in these terms, which expressions shall include, where the context so admits, any other relevant subsidiaries of Newsclip Media Monitoring (Pty) Ltd or joint venture companies in which Newsclip Media Monitoring (Pty) Ltd directly or indirectly holds shares) and the visitors to our website (referred to as "you" or "your" in these terms).

In consideration of our making available this website for your use you accept the terms of this agreement by your use of this website.

1. Who We Are.

This website is controlled by Newsclip Media Monitoring (Pty) Ltd (the company) a company incorporated under South African Law under company registration number 1999/002288/07

Registered Office address:

Physical Address

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Website: www.newsclip.co.za and or any other affiliate Newsclip websites

2. Terms of Use.

1. You may use this website on the strict proviso that you irrevocably agree to the terms of use detailed below. Any use of the website, irrespective whether such use is intentional or in error will be deemed as an acceptance of the terms and conditions of use applicable to the website and irrevocable agreement to all terms and conditions attached thereto.
2. The company reserves the right to change these terms of use at any time, without prior or any notice and such changes will be contained on said website. The new terms will be effective immediately they are posted on such website, and by continuing to use this website you will have deemed to have irrevocably accepted the new terms.

3. Intellectual Property.

The website, contents of such website and all of the related pages including but not limited to content, software, code, graphics and/or any other material contained in or electronically distributed on this website remains the property of and is solely owned by and/or licensed to the company and is protected by copyrights, trade marks, service marks, patents or other proprietary rights or laws. Unauthorized use of any copyrighted materials; trade marks or any other intellectual property without the express written consent of the owner is strictly prohibited.

4. Copyright and Use of Material.

1. We recognize that when you obtain access to our website, your computer downloads a copy of the material on this website. By obtaining access to our website, you agree that you will use the material for your personal use only and not for any commercial purpose whatsoever. Such will not be distributed to any third person. You remain responsible and are liable for any unauthorized distribution, copying or use of the material and you agree that you are liable to act in compliance at all times with all applicable copyright laws.

2. In particular, notwithstanding the provisions of paragraph 3 above, you may not action or allow any of the following to occur or be carried out without obtaining prior written permission from us:
 1. Redistribute, modify, adapt or vary any of the content of our website.

 2. Remove any copyright or trade mark notices from any copies of the content.

 3. Create a database in electronic or structured manual form by systematically downloading and storing all or any of the content of our website.

 4. The Copyright and all rights ancillary thereto including residuary rights referred to in Section 20 of the Act (as amended from time to time) made or to be made by the employee in the course of the employee's employment by the company shall vest in the company and is hereby assigned to the company.

5. Links to Third Party Sites.

This website contains hyperlinks to websites owned and controlled by third parties which are not under our control and we are not responsible for the contents of any linked third party site.

The links are provided for your convenience and any such link does not imply endorsement by us of the site nor does it imply that there is any association between us and the operators of the site and use of this and/or any other website is done so entirely at your own risk.

6. Warranties.

1. We do not give any warranty, condition, guarantee or representation, express or implied, relating to information contained on this website or on any website to which it is linked.
2. We make no representations or warranties concerning the accuracy, completeness or suitability for any purpose of the information and related graphics contained on this website or on any website to which it is linked, or that such information is up to date.
3. We do not warrant that our website or any website to which this website may be linked or any relevant server are free of computer viruses or other harmful applications.

7. Use of Information.

You agree that we may collect, store and use information in accordance with our Privacy Statement.

8. Limitation of Liability.

1. To the extent permitted by law, all implied terms are excluded.
2. We shall not be liable to any person, regardless of the form of action, irrespective whether such action arises from contract, tort (including negligence and breach of statutory duty) and/or delict or any other statutory provision for any actions irrespective whether such action involves any loss of profit, business, contracts or revenues, or for any special, indirect or consequential or other losses or damages of any nature whatsoever arising directly or indirectly out of your access to or use of our website.

Any decisions made, as a result of or influenced from information contained in this website, are done so entirely at your own risk.

3. If you enter our website you hereby irrevocably agree that this paragraph relating to the limitation of liability is reasonable and that it reflects the nature of our website and that such has been irrevocably accepted by yourself.

9. Indemnity.

You hereby agree and confirm that you irrevocably indemnify and hold harmless, the company against any/all liabilities, damages, claims, losses, costs and expenses, which may be incurred to a third party or to yourself as a result of your breach of the provisions of this agreement.

10. Severance.

If any terms of this agreement, are held by any competent authority to be invalid or unlawful or unenforceable, it shall not affect the enforceability of any of the remaining terms of this agreement.

It is hereby recorded and the employee specifically agrees that all the terms of this agreement are material.

If any clause or term of this Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

11. Waiver.

Any failure to exercise any rights, obligations or conditions under the terms of this agreement does not constitute a waiver or relaxation of any rights contained herein.

12. Applicable law and Jurisdiction.

Your use of this website and any downloads from it, and the operation of this agreement shall be governed by and construed in accordance with the laws of South Africa and any dispute arising out of or in connection with your use of this website shall be subject to the exclusive jurisdiction of the Magistrate Court of South Africa.

In the event that any legal action is brought as a result of this agreement and the offending party is ordered by a Court of competent jurisdiction, to comply with any/all of the terms of this agreement, then the offending party hereby irrevocably agrees that they/he/she shall pay the company's legal fees on the scale as between attorney and own client.

13. Disclaimer.

The information contained on this website is intended to be, but is not guaranteed to be, complete, correct and up to date. This information is made available without any representation or warranty, either expressly or implied. Newscip Media Monitoring (Pty) Ltd (Hereinafter referred to as The Company) accepts no responsibility as to the suitability or accuracy of any information on this website. The Company accepts no responsibility for any errors or omissions on this website.

14. Third Parties.

To the extent that this website is published or hosted by a third party on our behalf, such third party will not be responsible for the accuracy of its contents.

Disclaimer

While Newsclip Media Monitoring (Pty) Ltd has endeavoured to ensure that all information provided on the Newsclip Media Monitoring (Pty) Ltd website is accurate and up to date, Newsclip Media Monitoring (Pty) Ltd takes no responsibility for any error or omission relating to this information.

To the maximum extent permitted by law, Newsclip Media Monitoring (Pty) Ltd will not be liable for any cost, loss or damage suffered by you through your use of Newsclip Media Monitoring (Pty) Ltd websites or Newsclip Media Monitoring (Pty) Ltd failure to provide access to these websites or information updates.

15. Use of Images

Before attempting download or make use of any image contained on this website, you hereby confirm and agree that you have read and fully understood the terms and conditions of use contained in this Policy and that you agree to be bound by such terms and conditions contained therein

Classification of images

a) Media Usage

Such images are intended for Newsclip Media usage only. Such usage is for editorial purposes only and must be used solely for this purpose and for no other purpose.

Alteration of such images is strictly prohibited. In the event that alteration is unavoidable, prior permission must be obtained from Newsclip and you may contact artwell@newsclip.co.za in this regard.

Parties who fail to obtain the necessary permission to edit such images, will be held liable for any damages or injuries that may arise, howsoever such may arise and further any person who alters any images, will be liable for any/all claims of whatsoever nature that may arise due to the alteration of such images.

b) Other usage

Notwithstanding the provisions above, images contained on the website may not be used for any other purpose other than their intended use and these other purposes may include *inter alia* for the purposes of advertising, selling, promoting and or the like. Such images may not be used on any form of promotional or advertising paraphernalia whatsoever. Modification to such images in part or in whole for whatsoever reason is forbidden.

The images may not be reproduced or used in any shape or form without either the owner or Newsclip's express permission

Any use of images is done so entirely at the user's risk and any usage must contain the appropriate reference and "credit" to Newsclip Media Monitoring (Pty) Ltd.

Newsclip reserves its right to change this policy as and when such is deemed fit, without any prior notice to any party and any use of any imagery will be deemed as the user having read, understood and accepted this agreement in totality.

You agree not to use our website for any unlawful purpose, and, specifically, you agree not to post or transfer to our website (nor include in any message sent to our website) any material that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. You agree to indemnify us in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of your obligation hereunder, including, but not limited to, any claims made against us by any third party.

1. We have to protect our business and secure our systems. Consequently, you agree that we may intercept and monitor any communication that you may send to or receive via our web site to the maximum extent allowed by law and you understand that we may use, publish and disclose such communications for any lawful purpose. Monitoring may include (without limitation) the filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or Content.

2. You acknowledge that the ownership in any intellectual property rights (including without limitation, copyright and patent rights) in the components and features of this site belongs to Newsclip, including any data, materials, comments, ideas, feedback or suggestions specifically submitted by Users. You acknowledge that we also own any intellectual property rights in the compilations, collective works and derivative works created by us which may incorporate the Content of Users. Accordingly, no part of this site (including its source HTML code) may be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilizing this site, meaning that you may only display it on your computer screen and print it out on your printer for the sole purpose of viewing its Content. Framing of the content on this site without our written consent is expressly prohibited. If you submit any Content to our website, you grant us an irrevocable, perpetual, worldwide and royalty-free license to use, compile, display, publish, publicly perform, reproduce, distribute, broadcast, lease, adapt, modify and promote such Content in any manner of form, which license will survive termination of any contractual arrangement between us.
3. You may only use the trademarks featured in our site for the purpose of displaying this site on your computer screen or printing out this site on your printer for the purpose of viewing same. Any other use of the trademarks without prior written consent is strictly prohibited.

4. We, our subsidiaries, officers and employees do not make any warranties, representations or undertakings, express or implied, about the content of this site or the services provided on it or about the content of any other website which may be referred to or accessed by hypertext link from this site, and we do not endorse or approve the content of such third party websites. In particular, we disclaim all warranties implied by law and we do not make any representations as to the accuracy, suitability, non-infringement, availability, timeliness, security, completeness or reliability of information contained on this site and we shall not be bound in any manner whatsoever by the information contained on this web site, including errors and omissions. Furthermore, we do not represent that this site is free of viruses or bugs or anything else, which may have a harmful effect on any technology or that the site is compatible with all computer systems and browsers. Any material and/or information downloaded or otherwise obtained through the use of this web site is thus done at the User's sole discretion and risk and the User is solely responsible for any damage to its computer system or loss of data that results from the download of any such material.

5. We are committed to protecting your privacy. We will compile and use the information which may be provided by you to give to provide you or others with services. We may also use such information to inform you, the User, about changes in the services we offer and/or about features we think you would find of interest. By giving us this information, you consent to our use of it for these purposes and for the purposes outlined in our Privacy Policy, you are referred to our Privacy Policy.

6. You use our web site at your own risk. We exclude any and all liability that we, our subsidiaries, officers and employees may incur for any losses or claims arising from an inability to access this site or use a service on this site, or arising from any use of this site or reliance of the data obtained from or transmitted using this web site, to the fullest extent permissible by law, even if we, our subsidiaries, officers or employees were negligent or aware of the problem in advance. In no event will we, our subsidiaries, officers and/or employees be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated saving and/or other direct or indirect or consequential loss of any kind in statute, contract, delict (including negligence and gross negligence) or otherwise arising in connection with your use of this site, save where such liability cannot be excluded by applicable law.

7. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including attorneys' fees on a party and own client scale, made by any third party due to or arising out of your breach of these terms or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

We we also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use.

It is your sole responsibility to review our terms of use on each occasion prior to making use of this site.

If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change, suspend or discontinue without notice, any service component and/or feature of this web site.

ONLINE PRIVACY POLICY

This privacy statement is provided by Newsclip Media Monitoring (Pty) Ltd (referred to as "us", "our", or "we" in these terms which expressions shall include, where the context so admits, any other relevant subsidiaries of Newsclip Media Monitoring (Pty) Ltd or joint venture companies in which Newsclip Media Monitoring (Pty) Ltd directly or indirectly holds shares) for the information of visitors (referred to as "you" or "your" in these terms) to our website.

1. Introduction

Please read this Privacy Policy carefully as it contains important information about the use of any personal information which you provide to us. Your privacy is very important to us. We are therefore committed to protecting that privacy whenever personal information is requested from you. Provided it is reasonably possible, we will try to use or disclose your personal information only in the manner stated in this Privacy Policy. We do, however, reserve the right to amend this Privacy Policy from time to time, in which case the amended Privacy Policy will supersede and replace any previous policies with effect from the date on which it is posted on this website. Wherever possible, we will give you notice of any changes prior to their implementation.

Please visit this Privacy Policy regularly to familiarize yourself with the latest version and to understand what we can do with your personal information.

This Privacy Policy forms part of the Terms and Conditions of use for this website.

2 Personal Information

Personal information refers to all information about you as an identifiable individual, including (but not limited to) your name, address, e-mail address, telephone number, and identity number, but for the purposes hereof will exclude all information that you submit to a publicly accessible section of our web site such as a blog, chat room, bulletin board, discussion group. All information which you submit to a publicly accessible section of our web site may be collected, used and disclosed freely and will not be protected under this Privacy Policy. Your submission of information to such a publicly accessible section of our web site is thus at your own risk. For your protection we recommend that you do not disclose any sensitive personal information about yourself or anyone else on this web site, including information pertaining to your or anyone else's mental or medical condition, criminal record, participation in court processes, employment, sexual activities or preferences, religious beliefs, political opinions, race or ethnic origin. Please be aware that such information could be abused by others.

3 Your Consent

3.1. You do not have to give us personal information in order to visit or access the freely available sections of our web site. Some services on our web site may, however, be restricted to subscribers only (including but not limited to the placing of orders, promotional features and competitions).

In order for you to use such subscriber services we will need some personal information about you. The information will be collected when you register with us or when you choose to use one of the subscriber services available via our web site.

We may also collect information regarding your use of our web site to enable us to improve our services and to assess your compliance with the terms applicable to such use.

3.2. All your personal information so collected, will be stored, used and disclosed in accordance with this Privacy Policy and you consent to such storage, use and disclosure when you subscribe to these subscriber services. If you are under the age of 18, we may also require the consent of your parent or legal guardian authorizing you to submit personal information to us by way of our Parental Consent.

4 Personal Information Shared

4.1. We will not sell, rent or otherwise disclose your personal information to any third party without your consent, or if you are under 18 the consent of your parents or legal guardians, provided that by using our website and/or subscribing for any of our services, you provide your express and informed consent for us to disclose your personal information to third parties.

4.2. We reserve the right to share non-personal, non-individual information in aggregate form with third parties for business purposes, for example with advertisers on our website or business associates and partners. You will not be identifiable from such data as such. We are not responsible and cannot be held liable for the privacy practices of such third parties.

5. Use of Your Personal Information

- 5.1. We and our commercial partners may use your personal data for the purposes of executing transactions concluded with you, for billing purposes or in order to serve relevant advertising to you. We may send you information, special offers, notices about upcoming events and advertising by email, through SMS, within our regular newsletters, through once-off promotional offers or by telephone.
- 5.2. We may also make available your personal information to our affiliates and business partners (who may be located outside South Africa) in order to enable them to offer goods and services that they think will interest you. By using our services and by submitting your personal details, you consent to this transfer.
- 5.3. We may receive information about you from reliable third parties and add it to our database. When we receive such information, we shall use it to improve the personalization of our service.
- 5.4. If you do not want to receive the information as set out above then please send an e-mail to us.

6. Feedback and Complaints

If you have any questions or comments about our Privacy Policy, or if you have a complaint about how we are using your data, then please write to us or send an email.

7. Information Protection

We may protect personal information by establishing appropriate physical, electronic and managerial procedures to safeguard the personal information we collect from you. This helps prevent unauthorized access, maintains data accuracy and ensures that the personal information is used correctly. In order to carry out these security procedures, we may sometimes ask for proof of identity before we disclose personal information to you. The company will not be liable for any breach/es which may lead to any information being obtained/copied/distributed by an unauthorized or third person, irrespective how such occur.

8. Links

Our website may contain links to other websites. Please note that we are not responsible and cannot be held liable for the privacy practices of third party websites or the manner in which they use cookies and advise you to read the privacy statements of each website you visit which collects personal information.

The company reserves its rights in respect of any use of this website.