

## SAINT Advertising Terms

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The following terms apply to all orders for advertising on the SAINT website (www.SAINT.org.za) ("the Web Site").

In these terms, reference to "we", "us", "our" and "ours" refers to ("SAINT") and reference to "you", "your" and "yours" refers to the legal entity placing an order for advertising. Unless expressly agreed otherwise, it will be whatever company name is used in written, electronic or telephonic communications.

Details of the terms that apply to all advertising contracts are as follows:-

### 1. General interpretation

- 1.1 Any headings in these terms are for ease of use and are not intended to form part of the terms nor effect their interpretation.
- 1.2 If you are more than one legal entity, each person or legal entity accepts joint and several liability under these terms.
- 1.3 Reference to something in the masculine form includes the feminine and neuter forms and vice versa and reference to the singular includes the plural and vice versa.
- 1.4 These terms are to be interpreted exclusively in accordance with English Law and any disputes regarding these terms will be subject to the exclusive jurisdiction of English courts of law. We make no representation that the Web Site and its content complies with the laws of other countries.

### 2. Advertisement display

- 2.1 We will, subject to compliance with these terms, display any advertisement accepted by SAINT on the Web Site for a period of one calendar month from when it is first uploaded onto the Web Site.
- 2.2 Notwithstanding clause 2.1 above, whilst we agree to use reasonable endeavours to ensure a properly functioning, accessible Web Site, you will appreciate that it is technically impossible to guarantee access to the Web Site 100% of the time or error-free functionality and we will not accept any responsibility for losses resulting from any temporary interruption of or other problems with service. If any errors come to your attention, please notify us immediately and we will endeavour to remedy the problem as soon as reasonably possible.
- 2.3 We reserve the right to withdraw your advertisement at any time, with or without justification. If there is no reasonable legal justification (which includes but is not limited to reasonable suspicion of breach of these terms), we will credit you with a reasonable portion of the advertising fee payable (pro rata for the period it is withdrawn) but if its withdrawn with reasonable justification, no such credit will be given. We also reserve the right to refuse you as a customer at the outset or at any time without notice or justification.
- 2.4 All advertisements are to be paid for at the prevailing rate displayed on the Web Site from time to time (unless otherwise expressly agreed in writing) and that fee is due in respect of each job advertised so that single advertisements for several posts will be treated as different advertisements for these purposes (unless otherwise expressly agreed in writing).
- 2.5 All advertising fees displayed on the Web Site are exclusive of any VAT that may be payable.

### 3. Advertiser's obligations

- 3.1 You must submit your copy for the Web Site together with your logo (if desired) - if you want us to prepare the form of advertisement you must provide us with all the necessary information and you must approve the advertisement before it will be displayed publicly on the Web Site. If you are or represent an agency, you must declare that fact when ordering an advertisement.
- 3.2 You warrant to us that all copy complies with the standards set by the Advertising Standards Authority and that no content will breach any third party intellectual property rights or be illegal, immoral, offensive or defamatory. You agree to indemnify us (on a full indemnity basis) against any costs claims and liability arising from any breach of this warranty.
- 3.3 You acknowledge that we are entitled to edit the content of any advertisement at our absolute discretion or refuse it for publication.
- 3.4 When you place an order for an advertisement, there will not be a binding contract for the display of the advertisement until we accept your order.

#### **4. Payment terms**

4.1 All advertisements are invoiceable when the advertisement is displayed (or on cancellation where cancellation takes place after the advertisement has been prepared).

#### **5. Privacy**

5.1 You understand that by displaying the name or email address of a contact in your advertisement, you are providing personal data to us. As such, you warrant that you have the consent of the person whose name you have given to appear in the advertisement in compliance with the Data Protection Act 1998 and agree to indemnify us against any costs, claims and liabilities arising from any breach of that Act in the supply of that information. In particular, you warrant that you have informed all people whose name, email address or other personal data you have supplied that by consenting they are acknowledging that they are aware that their personal data will be available worldwide including in jurisdictions where there are no adequate data protection laws.

5.2 We, in turn, agree not to use that information other than for the display of the advertisement or any other web site for which we provide content from time to time and to inform you of our other services and of developments on the Web Site.

#### **6. Exemptions and Exclusions**

6.1 You acknowledge that we are not in any way involved in any dealings between you and a candidate and that we have no responsibility for any information given to you by a candidate, irrespective of whether that information appears on the Web Site or not. You are therefore advised to verify any information that is given to you. You are advised to mark all written or electronic communications "private and confidential" in the subject heading so the recipient is made aware of its obligations to you - as part of the terms of advertising on our Web Site, advertisers agree to respect the privacy and confidentiality of candidates applying to them through the Web Site. If we agree to enforce the advertising terms with regard to candidate privacy on your behalf, we reserve the right to refuse to do so at our absolute discretion and we will only enforce such terms on the understanding that you will pay us in advance for any costs we incur in doing so.

6.2 Neither you nor we are responsible for any breach of these terms insofar as that breach is a result of something beyond our reasonable control but both you and we agree that if that situation arises, we will do everything we reasonably can to overcome that problem as soon as possible.

6.3 We are not responsible to you for any consequential loss or damage arising from any breach of these terms including but not limited to any delay in displaying or any failure to display an advertisement and any incorrect information contained in any advertisement. Our liability under these terms is limited strictly to twice the amount payable for the particular advertisement.

#### **7. Copyright, etc.**

7.1 If you have prepared the advertisement yourself or have prepared it jointly with us, you may have copyright in the advertisement, you grant us a perpetual, royalty-free, worldwide licence to reproduce the advertisement (in the same form or as altered or further altered by us) and to grant other organisations (at our discretion) the right to display the advertisement on such terms as we may agree with that third party.

#### **8. Cancellation**

8.1 You may cancel an advertisement at any time up to the actual time of online display. Termination must be confirmed in writing to be effective (email is effective for these purposes provided it is correctly addressed and not returned to you).

#### **9. General provisions**

9.1 No representations made to you will have any effect unless they have been confirmed in writing (obviously this clause is not intended to cover any fraudulent misrepresentations). As such, the terms of your order and these terms constitute the entire agreement between us. Unless these terms have been varied by us and confirmed in writing, no attempted variation is effective.

9.2 If we do not strictly enforce our rights under these terms at any time, we reserve the right to do so in future both in respect of a particular breach and in respect of any future breach.

9.3 Our Web Site Use Terms apply to all use of the Web Site

9.4 These terms are not intended to benefit anyone other than you and us.

