

The following Website Legal Notice contains the terms and conditions of usage of the websites of Cape Media Corporation (CMC-websites) and its affiliated publications and events management enterprises. It also contains other important legal notices applicable to the end user accessing the CMC-Websites.

Enquiries: [online@capemedia.co.za](mailto:online@capemedia.co.za)

## **Website Legal Notice**

Kaqala Media(Pty) Ltd, trading as Cape Media Corporation (CMC)

### 1. WEBSITE TERMS AND CONDITIONS OF USAGE

The User's (Your) usage of the online information services contained on the CMC-Websites constitutes Your acceptance of the Terms and Conditions of Usage contained below and Your arising obligations towards CMC. CMC may amend these Terms and Conditions of Usage at any time by posting the amended terms and conditions on the CMC-Website. All amended terms shall automatically become effective immediately after they are posted on the CMC-Website and any subsequent use of the site shall be governed by such amended terms. This agreement was last revised on 1 August 2009.  
*You are advised to regularly check these terms and conditions for any amendments or updates.*

**1.1 Limited Liability of CMC:** The User understands that usage of the CMC-Website is at the sole discretion and risk of the User. CMC reserves the right at any time to change or discontinue any aspect or feature of the CMC-Websites, including, but not limited to, content, hours of availability, and equipment needed for access or use. Notwithstanding the effort placed on maintaining the availability and accessibility of the CMC-Website. CMC takes no responsibility for, and will not be liable for all or any of the CMC-Websites being temporarily unavailable or inaccessible.

**1.2 No Warranty:** The information contained on the CMC-Websites is provided by CMC and/or its affiliates, partners, suppliers or agents without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties of reliability, fitness for any particular purpose, timeliness, sequence, completeness, non-infringement of third party rights and/or freedom from errors or inaccuracies.

**1.3 Indemnification of CMC:** You agree to defend, indemnify and hold CMC, its officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, damages, actions and liabilities including without limitation, your loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the CMC-Websites or the software supporting/enabling the CMC-Websites and reasonable legal and accounting fees, resulting from, or alleged to result from Your use of these Websites or the software supporting/enabling the Websites.

**1.4 Unauthorised use of the Websites:** The User is permitted to use the CMC-

Websites for lawful purposes only. Unauthorised use of the Websites includes posting or transmission of data which violates or infringes in any way upon the rights of CMC or third parties, which is unlawful, defamatory or otherwise objectionable or which constitutes advertising of goods or services in the absence of written approval from CMC. Unauthorised use of this Website may give rise to CMC instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence and/or be liable for civil damages.

1.5 *Website Links*: From time to time this Website may include links to other websites. These links are provided for Your convenience for the purposes of providing further information. Such links do not signify that CMC endorses the website(s) linked to. You agree that CMC shall have no responsibility or bear no liability in relation to the content of the linked website(s). You may not create a link to these Websites from another website or document without CMC's prior consent in Writing, in which case the terms of Your linking to any of these Websites shall be governed by the terms of your "Linking Agreement" with CMC.

1.6 *Applicable Law and Jurisdiction*: You consent to the jurisdiction of the High Court of South Africa for the adjudication of any legal dispute between CMC and You. This *Website Legal Notice* will be construed and interpreted in accordance with the laws of the Republic of South Africa.

1.7 *Severability*: If any provision of this *Website Legal Notice* is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the *Website Legal Notice*, which shall remain in full force and effect.

1.8 *Website Intellectual Property*: This Website constitutes software and content that is the intellectual property of CMC and/or various third party providers to CMC and is subject to the intellectual property laws of South Africa. No license to CMC intellectual property or the intellectual property of third parties has been granted to You unless otherwise indicated. The software and content may not be used in violation of the intellectual property rights of CMC and/or such third parties as applicable. Without limitation on the prohibitions placed on the User, the User expressly agrees not to:

1.8.1 commercially exploit, reproduce, distribute, transmit, display, published or broadcast any of the Websites' content without the prior written permission of CMC or in the case of third party content, the owner of that content;

1.8.2 the User agrees not to claim or convey ownership of any of the Websites' content either in its entirety or otherwise;

1.8.3 modify any of the Websites' content for the purposes of reposting to other websites or documents;

1.8.4 alter or remove any trademark, copyright or other notice from any of the Websites' content;

1.8.5 copy or otherwise incorporate any of the Websites' content into or store in any other website, electronic retrieval system, publication or other work in any form;

1.8.6 frame the Website or any part of the Website.

## 2. CAPE MEDIA CORPORATION INFORMATION AND WEBSITE COMPLIANCE

The following table contains further information on CMC and represents the information that must be provided by CMC to You in compliance with Section 43 of the Electronic Communications and Transactions Act. This section of the Website Legal Notice was last revised on August 5, 2009. You are advised to regularly check this section of the Websites' Legal Notice for any amendments or updates.

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### NO. QUESTION ANSWER

	Question	Answer
1	Full name of CMC	Kagala Media Proprietary Limited trading as Cape Media Corporation
2	Physical address and telephone number	Cape Media House, 28 Main Road, Rondebosch. 7700. 021 681-7000
3	CMC Website and email address	<a href="http://www.capemedia.co.za">www.capemedia.co.za</a> <a href="mailto:online@capemedia.co.za">online@capemedia.co.za</a>
4	Membership of self-regulatory or accreditation bodies	Magazine Publishing Association <a href="http://www.mpasa.org.za">www.mpasa.org.za</a>
5	Company registration number	1999/023655/07
6	Place of registration	South Africa
7	Names of directors	Andrew Fehrsen – Director Roysten Lamond – Director Rose Lund – Director Robert Arendse – Managing director Andrew Brading – Financial director
8	Physical address where legal service of documents will be received	Cape Media House, 28 Main Road, Rondebosch, Cape Town
9	Description of the main characteristics of the products and services offered by CMC	Publication of printed magazines, online publications related to advertising and events management
10	Alternative Dispute Resolution Code	You agree that in the event of a dispute or alleged breach of the terms hereof, You will work together with CMC in good faith to resolve the matter internally by escalating it to higher levels of management prior to

	resorting to arbitration.
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### 3. WEBSITE PRIVACY POLICY

#### 3.1 *The information we collect:*

3.1.1 CMC and/or its authorised technology agents automatically collect information about Your visits to the Websites. This information is used to make Your visits to the Websites more efficient, and analysis thereof facilitates improvements made to Your experience of the Websites.

3.1.2 Our external Website hosting agents may also automatically log your “IP address” which is a unique identifier for your computer or other access device.

3.1.3 Further and to the extent necessary, CMC may utilise Your contact information to provide You with information requested by You in relation to subscription or advertising services offered by CMC.

3.1.4 Where applicable, Your contact information and the contact information of third parties submitted by You may be used for communications such as marketing and distribution of newsletters with You and/or such third parties. This contact Information includes without limitation, names, e-mail addresses and/or the name of the respective person’s company.

3.1.5 You agree that your submission of your information indicates Your willingness for Your information to be used as set out above.

3.2 *Handling of personal Information:* In the event that You elect to submit personal information, such information shall be handled in accordance with the laws pertaining to the handling of personal information in South Africa. To prevent unauthorised access, maintain data accuracy and ensure the appropriate use of information, CMC has in place policies and procedures to protect the information we collect online. Any personal information submitted by You shall not be unlawfully distributed, disclosed and/or commercially exploited in the absence of your prior approval.

3.3 *Disclosure of personal information:* CMC may only disclose personal information

3.3.1 to comply with the law or with legal process;

3.3.2 protect and defend CMC’s rights, equipment, facilities, and other property;

3.3.3 protect CMC against misuse or unauthorised use of it’s Websites; and/ or

3.3.4 protect other Website Users or third parties affected negatively by Your use of the CMC-Website

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