

	BASIC WEBSITE TERMS OF USE	
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CONTRACT PRECEDENTS

BASIC WEBSITE TERMS OF USE



Acceptance of Terms – This section will detail to the user that by using the website and any services provided, they are agreeing to adhere to the terms and conditions set forth. It also details that the terms are a binding legal agreement and sets any age restrictions for visitors.

License to Use – This section will detail that the visitor has a limited right to use the website as long as they abide by the terms that are set forth in the complete terms of use.

Cookies – If your website uses cookies, you need to have a section that details how they are used to store information. You must also detail how users can decline these cookies by disabling them in their browser settings.

Acceptable Use Policy – This is the section that will provide a list of prohibited uses of the website. Some examples to include are illegal purposes, harvesting data, harassing others, using your website for users' personal gain, and more.

International Use and Compliance – This section will detail that the visitors are required to ensure the site conforms to any laws in their area.

User Accounts – If you allow people to make accounts on your website, you should include this section. It will detail that when an account is made, the user is ensuring all data provided is accurate and true and that they are responsible for their account information, including their password.

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TERMS AND CONDITIONS

Please find below the latest Terms And Conditions (“Terms”).

INTRODUCTION

Please read these Terms carefully. Access to, and use of Troupant Publishers products (“Products”), Troupant Publishers services (“Services”), and the Troupant Publishers website <https://www.troupant.co.za/> (“Website”), including any of its content, is conditional on your agreement to these Terms.

You must read, agree with, and accept all of the terms and conditions contained in these Terms.

By creating an account, or by using or visiting our Website, you are bound to these Terms and you indicate your continued acceptance of these Terms.

1. Your Troupant Publishers Account

If you create an account on the Website, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us and your payment information. You may not use false or misleading information in connection to your account, or trade on the name or reputation of others, and Troupant Publishers may change or remove any information that it considers inappropriate or unlawful, or otherwise likely to expose Troupant Publishers to claims of third parties. You agree that we may take steps to verify the accuracy of information you have provided to us.

You are responsible for taking reasonable steps to maintain the confidentiality of your username and password. You must immediately notify Troupant Publishers of any unauthorized uses of your information, your account or any other security breaches. Troupant Publishers will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

2. Responsibility of Users of the Website, Products, and/or Services

Your access to, and all of your use of the Website, Products, and/or Services must be lawful and must be in compliance with these Terms, and any other agreement between you and Troupant Publishers.

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When accessing or using the Website, Products, and/or Services, you must behave in a civil and respectful manner at all times. We specifically prohibit any use of the Website, Products, and/or Services, and you agree not to use the Website, for any of the following:

- Engaging in conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation that would fail to comply with accepted internet protocol;
- Communicating, transmitting, or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Communicating, transmitting, or posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- Communicating, transmitting, or posting material that infringes on any other intellectual property, privacy or publicity right of another;
- Attempting to interfere in any way with the Website, or our networks or network security, or attempting to use our Website to gain unauthorized access to any other computer system;
- Accessing data not intended for you, or logging on to a server or account, which you are not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of the Website, Products, and/or Services, or our provision of Services to any other users of the Website, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Website, overloading, “flooding”, “mail bombing” or “crashing” the Website.

In addition, if you operate an account, contribute to an account, post material to the Website, post links on the Website, or otherwise make material available by means of the Website (any such material, "Content"), you are solely responsible for the content of, and any harm and damages resulting from that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

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- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received written permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a written waiver as to all rights in or to the Content;
- you have fully complied with any third party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unethical or unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not obscene, libellous, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party.

If you delete Content, Troupant Publishers will use reasonable efforts to remove it from the Website and our servers, but you acknowledge that caching or references to the Content may not be made unavailable to the public immediately.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Troupant Publishers shall take reasonable precautions to prevent the transmission of harmful content from its technology systems to your technology systems.

Troupant Publishers disclaims any liability for any harm or damages resulting from your access or use of the Website, Products, and/or Services, or access or use of non-Troupant Publishers websites.

Troupant Publishers has the right (though not the obligation) to (i) refuse or remove any Content that, in Troupant Publishers's reasonable opinion, violates any Troupant Publishers policy or is in any way harmful or objectionable, or (ii) terminates or denies access to and

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use of the Website, Products, and/or Services, to any person for any reason, in Troupant Publishers's sole discretion.

3. Fees and Payments

By purchasing Products and/or Services, you agree to pay Troupant Publishers annual subscription fees indicated for such Product or Service. Payments will be due as of the first day you sign up for a Product and/or Services, and will cover an annual period, as indicated when signing up.

Configurations and prices of the Website, Products, and/or Services are subject to change at any time, and Troupant Publishers shall at all times be entitled to modify configurations, fees, prices and quotations, provided that no price changes shall be made applicable to you during a subscription term, and shall only take effect after Troupant Publishers and you have agreed upon an extension, upgrade or renewal of the subscription term. You agree to any such changes if you do not object in writing to Troupant Publishers within seven (7) business days of receiving a notice of Troupant Publishers, or an invoice, incorporating or announcing the fee and/or price changes. All prices are exclusive of, and you shall pay all taxes, duties, levies or fees, or other similar charges imposed on Troupant Publishers or yourself by any taxing authority (other than taxes imposed on Troupant Publishers's income), related to your order, unless you have provided Troupant Publishers with an appropriate resale or exemption certificate for the delivery location, which is the location where the Products and/or Services are used or performed. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to Troupant Publishers of delivering the Products and/or Services, whereby and to such an extent Troupant Publishers is entitled to increase its prices accordingly and retroactively.

4. Use of Third Party Content and Materials

Troupant Publishers has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Troupant Publishers does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Troupant Publishers disclaims any

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responsibility for any harm and/or damages resulting from the use or downloading of postings of other parties on the website.

5. Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Troupant Publishers.com links, and that link to Troupant Publishers.com. Troupant Publishers does not have any control over those non-Troupant Publishers websites and webpages, and is not responsible for their contents or their use. By linking to a non-Troupant Publishers website or webpage, Troupant Publishers does not represent or imply that it endorses such website or webpage.

6. Copyright Infringement

As Troupant Publishers requires others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website violates your copyright, you are encouraged to notify Troupant Publishers. Troupant Publishers will, as it is able, respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In order to bring infringing material to our attention, you must provide our DMCA Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the Website of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) your name and contact information, including telephone number and email address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

In the case of a user who may infringe or repeatedly infringes upon the copyrights or other intellectual property rights of Troupant Publishers or others, Troupant Publishers may, in its discretion, terminate or deny access to and use of the Website, Products, and/or Services. In the case of such termination, Troupant Publishers will have no obligation to provide a refund of any amounts previously paid to Troupant Publishers to any person in respect of any such termination.

7. Trademarks

Troupant Publishers, the Troupant Publishers logo, and all other trademarks, service marks, graphics and logos used in connection with the Website, Products, and Services, are

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trademarks or registered trademarks of Troupant Publishers or Troupant Publishers’s licensors. Other trademarks, service marks, graphics and logos used in connection with the Website, Products, and Services, may be the trademarks of other third parties in which case such license is for the exclusive benefit and use of us unless otherwise stated, or may be the property of their respective owners. Your use of the Website grants you no right or license to reproduce or otherwise use any Troupant Publishers or third party trademarks. Likewise, you grant no right or license to reproduce or otherwise use any of your trademarks, service marks, graphics and/or logos, unless expressly authorized by you.

8. Termination

You may terminate your agreement and close your account with Troupant Publishers at any time, effective the last day of your subscription term, by sending an email to antoinette@troupant.co.za Troupant Publishers may terminate its relationship with you, or may terminate or suspend the accessibility to the Website, Products, and/or Services at any time, including the use of any software, (i) if you breach these Terms and/or any other agreement with Troupant Publishers; (ii) if Troupant Publishers reasonably suspects that you are using the Website, Products, and/or Services to breach the law or infringe third party rights; (iii) if Troupant Publishers reasonably suspects that you are trying to unfairly exploit or misuse Troupant Publishers’s policies; (iv) if Troupant Publishers reasonably suspects that you are using the Website, Products, and/or Services fraudulently, or that Products or Services provided to you are being used by a third party fraudulently; (v) if you fail to pay any amounts due to Troupant Publishers; (vi) you violate any applicable law or regulation. Upon termination of your Troupant Publishers account for the above reasons, there will be no refund of fees and you will be denied access to the Website, Products and/or the Services, including all of its data.

Troupant Publishers may terminate any agreement and access to your account, if the Services or any part thereof, are no longer legally available in your jurisdiction, or are no longer commercially viable, at Troupant Publishers’s sole discretion. In case of termination or closing of your account by you because of a material breach by Troupant Publishers, without any default by you, or in case of a force majeure on the side of Troupant Publishers, Troupant Publishers will refund pro rata for the remaining period of your subscription any fees or expenses paid by you.

If you believe that Troupant Publishers has failed to perform or the Services are defective, you must notify Troupant Publishers in writing and allow fourteen (14) days for Troupant Publishers to cure the defect. If Troupant Publishers cures the defect within this cure period, Troupant Publishers will not be in default and cannot be held liable for any damages and/or

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losses in connection to such default. If Troupant Publishers has not cured the defect within this cure period, you may terminate the subscription with immediate effect, upon written notice to Troupant Publishers.

9. Changes

The configurations and specifications of the Website, including without limitation all content there available, the Products, and the Services may be amended and/or updated from time to time, at the sole discretion of Troupant Publishers. You are bound by any such changes or updates, unless such changes materially diminish the functionality and value of the Website, Products and/or Services.

10. Limitation of Warranties of Troupant Publishers, Its Suppliers and Its Licensors

Troupant Publishers warrants to Troupant Publishers customers of paid products and/or services, provided that such customers have paid all fees due, and are not otherwise defaulting any obligations towards Troupant Publishers, an availability of the Products and/or Services (“uptime”) of ninety-eight percent (98%) per month. If for a reason solely attributable to Troupant Publishers the uptime is not met, Troupant Publishers will credit you as “liquidated damages”, R100 for every day, or part of the day, the Products and/or Services are not accessible in violation with the uptime. You agree that it would be difficult to determine the amount of damages that will be suffered by you if the uptime will not be met. You also agree that the above compensation schedule will result in liquidated damages that bear a reasonable proportion to the probable loss and the amount of your actual loss. The aforementioned liquidated damages shall be the sole and exclusive remedy in the event the uptime has not been met by Troupant Publishers. However, if the Products and/or Services are not available to you for a reason solely attributable to Troupant Publishers for a continuing period of five (5) days or more, you may terminate your agreement in writing with immediate effect, and you may request return of fees paid by you related to the unavailable Products and/or Services, pro-rata the remaining unused term of your agreement.

Troupant Publishers and its licensors make no warranties or representations whatsoever with respect to the Website, Products, and Services, or any linked site or its content, including the content, information and materials on it or the accuracy, completeness, or timeliness of the content, information and materials. We also do not warrant or represent that your access to or use of the Website, Products, and/or Services, or any linked site will be uninterrupted or free of errors or omissions, that defects will be corrected, or that the Website, Products, and/or Services, or any linked site is free of computer viruses or other harmful components. We assume no responsibility, and shall not be liable for any damages

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to, or viruses that may infect, your computer equipment or other property on account of your use of the Products or Services, or your access to, use of, or browsing of the Website, or your downloading or uploading of any Content from or to the Website. If you are dissatisfied with the Website, your sole remedy is to discontinue using the Website.

No advice, results or information, whether oral or written, obtained by you from Troupant Publishers, or through the Website, shall create any warranty not expressly made herein. Troupant Publishers does not necessarily endorse, support, sanction, encourage or agree with any content or any user content, or any opinion, recommendation, content, link, data or advice expressed or implied therein, and Troupant Publishers expressly disclaims any and all liability in connection with user content and any other content, materials or information available on or through the Website, Products, and/or Services, created or provided by users or other third parties.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

11. Limitation of Liability of Troupant Publishers, its Suppliers and its Licensors

Under no circumstances shall any party, its subsidiaries and affiliates, their respective directors, officers, employees or agents, and other representatives, be liable for any indirect, consequential, incidental, special, or punitive damages, including but not limited to lost profits and business interruption, whether in contract or in tort, including negligence, arising in any way from the use of the Website, Products, Services, and/or the Contents thereof, or of any hyperlinked website even if such party is expressly advised of the possibility of such damages. With the exception of damages related to legally proven or admitted intellectual property infringement caused by Products and/or Services as delivered by a party without any third party content, in no event shall a party’s liability exceed the total sums received by Troupant Publishers from you during the twelve (12) month period immediately prior to the date the damages first occurred.

12. Your Representations and Warranties

You represent and warrant that your use of the Website, Products, and/or Services will be in accordance with any agreement between you and Troupant Publishers, the Troupant Publishers Privacy Policy, these Terms, and with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all

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applicable laws regarding the transmission of technical data exported from the country in which you reside, and with any other applicable policy or terms and conditions.

13. Indemnification

Subject to the limitations set forth herein, the Parties agree to defend, indemnify, and hold each other harmless, including its subsidiaries and affiliates, their respective directors, officers, employees or agents, and other representatives, from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of, relating to or in connection with (i) a material violation of these Terms, or any agreement between the Parties, or (ii) any allegation that any information or material (including any Content) violates any rights of any third party.

You understand and agree that, by using the Products and/or Services, you are solely responsible for any data, including personally identifiable information, collected or processed via our Products and/or Services. You will defend, indemnify, and hold Troupant Publishers harmless, without any limitation, for all damages in connection to (alleged) violations of any privacy laws through the use of the Products and/or Services under your account.

14. Miscellaneous

Each party shall take out adequate insurance in order to cover its risks hereunder, including but not limited to a general- and product liability insurance. Regarding the security, confidentiality and integrity of data, each party is responsible for maintaining appropriate technical and organizational measures for the protection of data processed on their own systems and on third party systems that are in use by the involved party.

Troupant Publishers will not be liable for any delay in performing or failure to perform any of its obligations to you caused by events beyond its reasonable control. Troupant Publishers will notify you promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

If you are located in the United States and use or access the Website, Products, and/or Services from the United States, these Terms, the Website, Products, and/or Services and any and all agreements between you and Troupant Publishers shall be governed by and construed in accordance with the laws of South Africa.

All disputes between you and Troupant Publishers shall be resolved by Arbitration in front of a sole arbitrator as per the South African Arbitration Act.

The place of arbitration shall be in Johannesburg.

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The language of the arbitration shall be English.

Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction.

Any cause of action against a party, regardless whether in contract, tort or otherwise, must commence within one (1) year after the cause of action accrues, otherwise, such cause of action is permanently barred.

If any part of these Terms is held invalid or unenforceable, that part will be construed to reflect the Parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may only assign your rights under these Terms to any party that consents to, and agrees to be bound by, the terms hereof in writing. Troupant Publishers may assign its rights under these Terms at its sole discretion. These Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms, or your use of the Website, Products, and/or Services.

A Special Note About Children

The Website is not designed or intended for use by children under the age of 18, and our Products and Services may not be purchased by children under the age of 18. We do not intentionally gather personal information from visitors who are under the age of 18. If you are under the age of 18, you are not permitted to submit any personal information to us. If you are under the age of 18, you should use the Website only with consent of a parent or guardian.

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REVISION SHEET

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ENDORSEMENT

NAME	DESIGNATION	DATE	SIGNATURE & PERSONNEL NUMBER

RECORDS

DESCRIPTION	RESP	LOCATION	FILE NAME / INDEX	RETENTION TIME (MINIMUM)

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