



The Marketing and Exposure Investment Company®

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Clickonit (Pty) Limited - Registration No: 2014/070460/07 - V.A.T Registration No: 493 0190 741  
Cnr Foundry and Laing Street, George Industria, 6536 - Tel: 044 874 6140

[info@clickonit.co.za](mailto:info@clickonit.co.za)

[www.clickonit.co.za](http://www.clickonit.co.za)

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## **T's & C's Regulation the Placing of an Advertisement in Printed Media Published by Clickonit (Pty) Ltd.**

### **A. Agreement**

This agreement is subject to the normal terms and conditions relating to the publishing of printed media. The Advertiser desires to advertise in the/a publication and agrees as follows:

1. This Agreement is for Advertising Space Only and shall include Placement of Artwork supplied by the Advertiser, Publishing and Distribution.
2. All Prices include V.A.T. This is not a V.A.T Invoice, an invoice will be sent out via email or facsimile.
3. Artwork and Logo Design are excluded from prices quoted above and will be quoted for separately.
4. This agreement shall commence on the date order and shall continue until publishing of the issues paid for.
5. This agreement is irrevocable and may not be cancelled by the Advertiser prior to the expiration of this agreement.
6. The Advertiser is aware of the contractual terms and conditions regulating this agreement with Clickonit (Pty) Ltd.
7. Both Parties agree that the addresses contained in this agreement are to be used as address for delivering any notice (domicilium citandi et executandi) and have the right to notify either party in writing of any change of addresses within seven days after such change has taken place.
8. If advertising space is booked and payable in advance, any payment is dishonoured or cancelled, this service will still be construed as delivered, and payment shall be due and payable by the Advertiser. Failing hereof will result in legal action. All legal costs and fees will be paid by the Advertiser on the scale as between attorney and own client including interest at 2,5% per month on all outstanding amounts.
9. Regardless of the place or date of Agreement, the final Agreement is concluded at Clickonit (Pty) Ltd.'s principal place of business in George, South Africa and commences on the date this agreement is signed and accepted by Clickonit (Pty) Ltd. All parties agree to the Jurisdiction of George.

10. The Responsible Person do hereby irrevocably bind himself/herself jointly and severally as surety (ties) and co-principal debtor (s) with the Advertiser for the due and proper fulfilment of all its obligations to and in favour of Clickonit (Pty) Ltd. And for the due payment of all amounts due Clickonit (Pty) Ltd. under and by virtue of this agreement and renounce the benefits of exclusion, division, and cession of action.

## **B. Terms**

All agreements entered into by Clickonit (Pty) Ltd. (Registration No: 2014/070460/07) (Hereafter referred to as "Clickonit (Pty) Ltd.") shall be upon these terms and subject to these conditions read with the provisions on the first page before this one, (hereinafter referred to as "the Advertising Agreement" or "this agreement") and no variations or additions to this agreement shall be binding on the Clickonit (Pty) Ltd. unless expressly accepted in writing by a responsible person duly authorized thereto

1. Clickonit (Pty) Ltd. reserves the right to refuse participation to any applicant or participant at any time in its sole discretion. Clickonit (Pty) Ltd. reserves the right to refuse to publish, and / or to discontinue any advertisement and / or to withdraw your listing from publication at any time due to nonpayment, fraud, miss representation, obscene content or any reason whatsoever. Clickonit (Pty) Ltd. reserves the right not to disclose a reason.
2. No variations or additions to this agreement shall be binding on the Company unless expressly accepted in writing by a responsible person of the Company who is duly authorized thereto.
3. Clickonit (Pty) Ltd. reserves the right to raise any price upon renewal.
4. Clickonit (Pty) Ltd. reserves the right to extend or change any Publication Date.
5. The Positioning of placements of advertisements in publications shall be entirely at the sole discretion of the Editor unless a specified space is paid for.
6. The Advertiser shall furnish to Clickonit (Pty) Ltd. the Advertisement as per placement size ordered before or on the deadline in terms of this agreement, failing which Clickonit (Pty) Ltd. shall place an advertisement in its discretion.
7. The Advertiser warrants the accuracy of the content of the advertisement and hereby indemnifies and holds the Advertiser harmless against all or any claims, loss damage or expense (including legal expense) arising out of a breach of such warranty, howsoever and whatsoever including breach of any right or copyright on any material provided by the Advertiser.
8. If Clickonit (Pty) Ltd. or its Associates must design an advertisement, then the Advertiser shall provide Clickonit (Pty) Ltd. with all artworks, photographs and or other material needed to compile such an advertisement in terms of the quote. By failing thereof, Clickonit (Pty) Ltd. shall be entitled to draft and publish an advertisement based on its own compiled artwork, which may be simple and could only include the Advertiser's name, phone number, address, and trade.
9. If Clickonit (Pty) Ltd. designs the Artwork, a proof of the advertisement is mailed, faxed or e-mailed to the Advertiser for approval. One proof must be signed by the Advertiser and returned to Clickonit (Pty) Ltd. on or before the specified date indicated on the proof. If the said proof is not returned prior to that date, Clickonit (Pty) Ltd. will not be held responsible for any errors thereafter and will continue to place the advertisement in any event.
10. Space is sold to advertisers for the purpose of making announcements concerning their own business and may not be used for attacking or making invidious comparisons with other advertisers, businesses, institutions, or persons. Clickonit (Pty) Ltd. provides advertising space, and no sale or business is guaranteed by them.

11. All content is published by in good faith. The Advertiser is invited to contact Clickonit (Pty) Ltd. immediately if any errors or omissions on the Clickonit (Pty) Ltd.'s side appear in any listings that you have approved were made. Clickonit (Pty) Ltd. will use all reasonable endeavours to correct any such error as quickly as possible, if possible, but will not be liable for any losses (whether direct, indirect, or consequential) arising from an error, omission, or failure to publish of the listing.
12. If Clickonit (Pty) Ltd. is unable to display the advertisement for any reason whatsoever, other than due to the direct fault of the Company, the costs and charges payable by the Advertiser to the Company in terms of this agreement, will be reduced pro-rata, and the Advertiser shall have no further claim against the Company.
13. If the Advertiser fails to pay any amount by it hereunder on due date or otherwise commit any breach of this agreement, then Clickonit (Pty) Ltd. shall be entitled to (but not obliged) and without prejudice to all or any of its other rights or remedies under this agreement or in law, to cancel this agreement on written notice to the Advertiser to such an effect, whereupon the Advertiser shall be and remain liable for all amounts payable under this agreement, until this agreement would have terminated by effluxion of time, without deduction or set-off.
14. The contract price is made available on conditions that the full amount due monthly is payable monthly for the whole contract period. If any amount due is not honoured, the monthly option lapses and the contract amount for the remaining period will be due and payable, calculated at the full price per annum and all right to discounted rates will be forfeited.
15. If this agreement is cancelled before the end of the original agreement, for any reason whatsoever, all benefits and discounts received in terms of this agreement will fall away immediately and all advertisements placed will be at the normal placement price at the date of the publication. All advertisements already placed will be retroactive and balances will be due and payable.
16. INTELLECTUAL PROPERTY - The Advertiser Acknowledges and agrees that:
  - a. all materials, including the content, constituting the Company's Services are protected by copyright and intellectual property rights which are either owned by, or the use thereof is likened to, Clickonit (Pty) Ltd. ("content rights"); and
  - b. the copyright in the artwork, software and all the other intellectual property rights incorporated (but not limited thereto) on the Website/s, Printed Publications, Online Publications, Online Exposure methods and Tools, Format and Display, the Equipment, and in any other services that are owned by, licensed and/or contracted by Clickonit (Pty) Ltd. ("the system rights") belongs to Clickonit (Pty) Ltd.
  - c. he/she/they/it acquire/s no right or interest in the content rights or the system rights and you shall use all best endeavours to maintain and protect our interest and that of our suppliers and licensors in the content rights and the system rights.
  - d. Clickonit (Pty) Ltd. has the right to charge any Advertiser for unauthorized use of any artwork and layouts designed and published by Clickonit (Pty) Ltd. that was not paid for in full, that is duplicated in any other reproductions or publications.
  - e. Artwork not supplied by the Advertiser and Special layouts created by Clickonit (Pty) Ltd. for any advertisement in any publication, remains the property of Clickonit (Pty) Ltd. and could not be used in any other media unless paid for by the Advertiser. Quotes will be supplied on request.
  - f. The Advertiser grants Clickonit (Pty) Ltd. the express right to reproduce and display the advertisement in printed and/or electronic format and grants Clickonit (Pty) Ltd. a world-wide, non-exclusive, fully paid license to reproduce and display its advertisement (including all content, trademarks and brand features contained therein). This is mainly for the purpose of digital copies distributed by means of e-books on the Internet, but not limited thereto.

These Terms were last updated on 19 February 2024