

A close-up photograph of a person's hand with red nail polish pointing at a tablet. The tablet screen displays a grid of various digital media content, including newspaper and magazine covers like 'Metro', 'The City', 'home', and 'Woodsdale'. Navigation categories like 'NEWSPAPERS', 'MAGAZINES', 'GAMES', 'EBOOKS', 'VIDEO', and 'AUDIO' are visible at the top of the screen.

## Digital Media Platform—Terms & Conditions

This page tells the client (You) the terms and conditions on which DLT Media supply the Digital Media Platform as listed on our website [www.digitalmediaplatform.co.za](http://www.digitalmediaplatform.co.za) to You. You should understand that by ordering the Digital Media Platform service, you agree to be bound by these terms and conditions.

### 1. INFORMATION ABOUT US

- 1.1 The Digital Media Platform ([www.digitalmediaplatform.co.za](http://www.digitalmediaplatform.co.za)) is a service operated by DLT Media SA (Pty) Ltd (DLT).  
1.2 DLT are registered in South Africa registration number 2006/005631/07 and with our registered office at: Building 21a, The Woodlands Office Park, Woodmead, Johannesburg. Our VAT number is 4270227632.

### 2. SERVICE AVAILABILITY

- 2.1 The Digital Media Platform is only intended for use by venues in South Africa, Namibia, Botswana, Zimbabwe, Zambia, Tanzania or Mozambique. DLT are not able to accept orders from hotels with a venue address outside these areas unless their head-office is domiciled within these countries.

### 3. YOUR STATUS

- 3.1 By placing an order with us, You warrant that:  
(a) You are legally capable of entering into binding contracts on behalf of your business;  
(b) Your business is based in South Africa, Namibia, Botswana, Zimbabwe, Zambia, Tanzania or Mozambique.

### 4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 All orders for the Digital Media Platform will be subject to acceptance in accordance with these terms and conditions.  
4.2 After accepting your quote, You will receive an e-mail or a letter from us acknowledging that DLT have received your order. Your order constitutes an offer to us to buy a service. All orders are subject to acceptance by us, and DLT will confirm such acceptance to You by sending you an email or a letter to confirm acceptance of your order (the Acceptance Confirmation). The contract between us (Contract) will only be formed when DLT send you the Acceptance Confirmation.  
4.3 The Contract will relate only to the service DLT have confirmed in the Acceptance Confirmation.

### 5. SERVICES PROVIDED

- 5.1 The Digital Media Platform is a digital publishing platform containing media content from local and international publishers of newspapers and magazines, digital games, video, audio books and digital books. DLT reserve the right to add new media content and withdraw existing content without prior notice to You.  
5.2 The Digital Media Platform service is supplied to the venue via an internet browser including Chrome, Firefox, Safari, Internet Explorer and Microsoft Edge.  
5.3 The Digital Media Platform is restricted to the venues IP address and content can only be accessed while guests are connected to the venues Wi-Fi on the same IP address.  
5.4 The Digital Media Platform appearance can be customised to the venues branding and includes banners and promotional areas for the venue to use as indicated in the Artwork Guidelines published on [www.digitalmediaplatform.co.uk](http://www.digitalmediaplatform.co.uk).  
5.5 You may also include your own publications onto the Digital Media Platform as long as it is in a .PDF format and approved by DLT beforehand.

### 6. PRICE AND PAYMENT

- 6.1 The price and payment terms of the Digital Media Platform will be as indicated to You in the quote proposal.  
6.2 All prices quoted are exclusive of VAT unless otherwise specified.  
6.3 DLT retain the right to withhold service of the Digital Media Platform should any payment or portion of payment thereof outstanding not be received.

6.4 In order for DLT to be able to offer You a fixed monthly cost for the Digital Media Platform service DLT will monitor the downloads of media content by guests and others users on your account and if your usage costs consistently exceed the price quoted to you DLT will give you 4 weeks notice of any necessary increase in monthly costs to your subscription to this service. In this instance You may exercise your cancellation rights as laid out in clause 10.4

6.5 DLT pays for all international media on the Digital Media Platform in Euros and therefore if there is a significant change in the exchange rate between the Euro and Rand DLT reserves the right during the contract period to revise the monthly charge to You. If You do not wish to accept the additional charge You may ask DLT to remove certain content affected by this so as not to affect the monthly cost and You may exercise your cancellation rights as laid out in clause 10.4

6.6 In the event of late payment, DLT reserve the right to charge interest on any outstanding sums.

6.7 In the event of either party breaching any obligation under this agreement and the aggrieved party deeming it necessary to engage the services of a registered debt collector to recover any payments which may be due or payable, the infringing party shall be liable for:

6.7.1 Tracing agent fees (if required);

6.7.2 Fees, disbursements and expenses to which the debt collector is entitled in terms of the Debt Collectors Act;

6.7.3 Collection Commission in the amount of 10% on each instalment paid to the debt collector or paid directly to the aggrieved party following handover of the matter to the debt collector, provided that the collection commission charged shall not exceed the statutorily prescribed maximum amount.

6.8 In the event of either party breaching any obligation under this agreement and the aggrieved party deeming it necessary to engage the services of an attorney to enforce his/her rights (including the right to receive payment), the infringing party shall be liable for:

6.8.1 Tracing agent fees (if required);

6.8.2 The attorney's costs on an attorney and own client scale;

6.8.3 Collection Commission in the amount of 10% on each instalment paid to the attorney or paid directly to the aggrieved party following handover of the matter to the attorney, provided that the collection commission charged shall not exceed the statutorily prescribed maximum amount.

6.9 The aggrieved party's attorney or debt collector (as the case may be) shall on receiving a payment from the infringing party, have the right to allocate such payment firstly towards disbursements incurred by the attorney or debt collector, secondly towards fees to which the attorney or debt collector is legally entitled, thirdly towards interest due to the aggrieved party and finally towards the capital amount due to the aggrieved party.

## **7. VAT**

7.1 VAT on all products and services DLT offer will be charged at the appropriate rate.

## **8. SUBSCRIPTION PERIOD**

8.1 All subscriptions to the Digital Media Platform are for a minimum 12 month period. The subscription period will commence from the date of service delivery of the Digital Media Platform and be charged on a pro-rata basis for any part month.

## **9. RENEWALS**

9.1 This contract constitutes a rolling agreement and in the absence of any express notice from You to terminate the contract in accordance with our cancellation policy below, after the 12 month minimum period has passed the contract will roll continuously with 60 days notice required in writing from either party to terminate the contract.

9.2 DLT reserve the right to reasonably amend the terms and conditions of this contract with particular reference to any increases in the price, and will endeavour to provide You with a minimum of 6 weeks notice of their intention to do so.

## **10. CANCELLATION**

10.1 Once service delivery of the Digital Media Platform has commenced, no refunds will be given for total or part cancellation of the subscription by You. In the event that You do not wish to renew your subscription to the Digital Media Platform, once the 12 month minimum term has expired You may provide 60 days written notification at any time of your intention not to renew, failing which the subscription will roll continuously.

10.2 On cancellation of your subscription your final invoice will be for a full calendar month and the service will terminate at the end of that month.

10.3 You will remain liable for the cost of the remaining element of your Digital Media Platform subscription and undertake to pay DLT in respect of the cost of the outstanding subscription period and any costs incurred by DLT in recovering these monies.

10.4 You may not assign or sub-contract any of your rights or obligations under this contract to any third parties unless expressly agreed in writing by DLT.

10.5 If DLT increase the monthly charge to You due to in relation to clause 6.4 and 6.5, You may in this instant only cancel the Contract giving 4 weeks notice to DLT if you choose not to accept the additional charges.

## **11. DELIVERY**

11.1 The Digital Media Platform will be activated to your business and restricted to the IP address of your business.

11.2 If you are ordering the Digital Media Platform for multiple venues then a separate IP address is required for each location.

## **12. RETENTION OF TITLE**

12.1 You expressly agree that until You have paid in full for the Digital Media Platform comprised in this or any other agreement with DLT, the service remains the property of DLT. Should outstanding payments for goods not be forthcoming, You undertake to pay all costs DLT incur in the collection of any such sums due, including legal costs.

## **13. VARIATION OF CONTRACT AND SUBSTITUTIONS**

13.1 DLT reserve the right to change the selection of media, including newspapers, magazines, video content, games, audio and digital books from time to time and without prior notice to you.

## **14. OUR LIABILITY**

14.1 DLT has no control over the publishers of the newspapers and magazines and other media content offered on the Digital Media Platform and cannot be held responsible if publishers of the content change publication dates, change publishing frequency, suspend submission of content or decide not to supply a venue with their content.

14.2 DLT undertakes to ensure that the Digital Media Platform is always operational, but cannot be held responsible if it is necessary to suspend the service for limited period while updates and improvements are implemented and technical issues resolved.

14.3 DLT shall not be liable to You or be deemed in breach of this agreement by reason of any delay in performing, or any failure to perform any of DLT's obligations under this Contract, if the delay or failure was due to any cause beyond DLT's reasonable control. This may include any act of god; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by You; failure of power supply; lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute; or owing to any inability to procure materials required for the performance of the agreement.

14.4 DLT shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this contract or any further agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by DLT's negligence or negligence by DLT's employees or agents or otherwise) which arise out of or in connection with the supply of the Hotel Media Service.

14.5 DLT reserve the right to refuse to enter an agreement with any business, without providing reasons for this refusal.

14.6 DLT's aggregate liability in connection with this contract or any further agreement (whether in contract, tort or otherwise) for loss or damage shall not exceed the price of the subscription in respect of one incident or a series of incidents, except as expressly provided in these Terms.

## **15. CONFIDENTIALITY, DATA PROTECTION AND INDEMNIFICATION**

15.1 DLT undertake to You that DLT shall use all reasonable endeavours to prevent its employees and contractors divulging or communicating to any person, except as may be required by law or any other legal or regulatory authority, any confidential information about You which may come to DLT's knowledge.

15.2 DLT are committed to protecting Your privacy. DLT will take all reasonable precautions to keep the information You provide it with, secure and only use the information to provide the Services and Goods lawfully.

15.3 You agree to indemnify and hold DLT Media harmless from any claim, demand, or damage due to or arising out of your subscription or conduct on the Site and any data loss that may occur for any reason what so ever.

## **16. INTELLECTUAL PROPERTY**

16.1 You understand that the Publisher of any media content on the Digital Media Platform shall be and remain the sole proprietor (or licensee) of all intellectual property rights, including copyrights, trademarks, trade names, and all other rights in connection media supplied with the Digital Media Platform and any other rights arising hereunder shall accrue to the Publisher.

16.2 You understand that you may not reproduce, copy or distribute other than via the Digital Media Platform service any content contained within the Digital Media Platform library and DLT may suspend the service with immediate effect if it is proven that such a transgression has occurred.

16.3 DLT Media is a registered trademark and all intellectual property rights, including but not limited to copyright, trademarks and trade names are owned solely by DLT Media SA (Pty) Limited.

## **17. WRITTEN COMMUNICATIONS**

17.1 Applicable laws require that some of the information or communications DLT send to You should be in writing. You accept that communication with us will be mainly electronic. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that DLT provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **18. NOTICES**

18.1 All notices given by You to us must be given to DLT Media SA (Pty) Ltd, Postnet Suite 53, Private Bag X1, East Rand, 1642 OR info@dltmedia.co.za. DLT may give notice to You at the e-mail address, postal address or physical address which you provide to us when placing an order, or in any of the ways specified in clause 17 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

18.2 You select the physical address which you provide to us when placing an order as your domicilium citandi et executandi and You specifically agree that the physical address may be used by DLT to serve all documents of whatsoever nature, including, but not limited to legal notices and legal process.

#### **19. TRANSFER OF RIGHTS AND OBLIGATIONS**

19.1 The Contract is binding on You and DLT and on our respective successors and assigns.

19.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

19.3 DLT may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### **20. WAIVER**

20.1 If DLT fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if DLT fail to exercise any of the rights or remedies to which DLT are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

20.2 A waiver by DLT of any default shall not constitute a waiver of any subsequent default.

20.3 No waiver by DLT of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with clause 18.

#### **21. SEVERABILITY**

21.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **22. ENTIRE AGREEMENT**

22.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

22.2 DLT and You each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

22.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

#### **23. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

23.1 DLT have the right to revise and amend these terms and conditions from time to time.

23.2 You will be subject to the policies and terms and conditions in force at the time that you order the Hotel Media Platform from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority, or if DLT notify You of the change to those policies or these terms and conditions before DLT send You the Acceptance Confirmation.

#### **24. LAW & JURISDICTION**

24.1 These Terms & Conditions are subject to South African Law and You consent to the exclusive jurisdiction of the South African courts in all matters regarding this contract or any further agreement.