

TERMS AND CONDITIONS OF ACCEPTANCE FOR ADVERTISEMENTS, VIDEO PRODUCTION, DESIGN SERVICES AND ONLINE PLACEMENT FOR SOCIAL MEDIA CAMPAIGNS

I hereby confirm that I understand the below terms and conditions will govern every order I place with the Publishers, now or in future. Although I only need to sign the terms and conditions once, copy of the terms and conditions will be annexed to each quotation sent to me by the Publishers for my ease of reference. ProAgri and the website: www.proagri.co.za (as well as all future websites) are produced and published by Fidus Trading 28 (Pty) Ltd trading as ProAgri, Registration Number: CK 2014/268125/07 from their offices at 577 Rossouw Street, The Willows, Pretoria, 0041. Orders for insertion of advertisements in the above titles and/or websites are accepted subject to the following terms and conditions. For the avoidance of doubt, in these terms the words 'published', or 'publication' shall mean published in the magazine and/or on the website/s owned by and produced by the publisher. The headings below are for convenience only and shall not form part of any interpretation to the contract between the parties.

ACCEPTANCE:

- You, being the Advertiser and/or Advertising Agency agrees that the relevant quotation form as signed by you from time to time as well as these terms and conditions represent the entire agreement between the Advertiser and/or Advertising Agency and the Publishers, hereinafter referred to as 'ProagriMedia' and that no alterations or additions may be affected unless agreed to by both parties in writing.
- No verbal agreement in respect of value-added services in favour of the Advertiser/Advertising Agency shall be binding on the Publishers unless reduced to in writing.
- The Advertiser and/or Advertising Agency warrants that the signatory on the reverse side has been duly authorised to contract on their behalf.
- Should the Advertiser and/or Advertising Agency dispute such authority and refuse payment, the person signing this agreement shall be held liable to the Publisher in his/her personal capacity in respect of any payment due and payable to the Publisher in terms of this agreement.
- The placing of an order for the insertion of an advertisement shall amount to an acceptance of these terms and conditions and any conditions stipulated elsewhere on any Agency's order shall be void insofar as they conflict with these terms and conditions.
- These terms and conditions shall be governed by construed in accordance with the laws of the Republic of South Africa.
- The Advertiser/Advertising Agency shall provide the Publishers with advertising materials in accordance with the then existing advertising criteria or specifications, as contained in the Specifications & Guidelines – a copy of which may be requested at any time. Or ProagriMedia can assist in creating any of the desired artwork if required.
- The placing of an order constitutes a warranty from the Advertiser/Advertising Agency to the Publishers:
 - That the advertisement is legal, decent, honest and truthful, complying with the Advertising Standards Authority of South Africa, with any relevant codes of practice and with the requirements of current legislation; and
 - That the advertisement is not defamatory and does not infringe the copyright, moral rights or any other rights of any third party.
- Advertisements appearing on the Publisher's website(s) may contain only hyperlinks or metatags linking to the Advertiser's own website. No other hyperlinks or metatags may be included in any advertisements save with the express prior permission of the Publishers.
- In the event of any error, misprint or omission in the Publication of an advertisement or part of an advertisement, the Advertiser and/or Advertising Agency shall have no claim whatsoever against the Publishers, if the Advertiser and/or Advertising Agency accepted the proofs and shall be liable to the Publishers for the full outstanding amount in respect of the advertisement. In respect of all other errors, misprints and/or omissions, the Advertiser/Advertising Agency specifically agrees that the liability of the Publisher by the Advertiser/Advertising Agency in terms of the agreement between the parties.
- It is the sole responsibility of the Advertiser/Advertising Agency to check the first appearance of any series of advertisements for errors and omissions and to notify the Publishers immediately of any errors. The Publishers assume no responsibility for the repetition of errors unless duly notified by the Advertiser/Advertising Agency and the Advertiser/Advertising Agency shall still be liable to the Publisher for the cost of the advertisement for the specific issue/edition/month of advertising.
- The Publishers reserve the right to:
 - Withhold or refuse any advertisement if already accepted to cancel the order at any time by giving reasonable notice before the next insertion;
 - Require any alteration it considers necessary or desirable in any advertisement.
- Should the Advertiser/Advertising Agency NOT submit its advertising copy and/or artwork to the Publishers before the due date/deadline**, the Publishers reserve the right to insert a copy of the Advertiser's most recent advertisement without the submission of a new proof and such advertisement shall be deemed to have been placed by the Advertiser/Advertising Agency unless proper notification of cancellation has been received in accordance with these terms. If no previous advertising copy and/or artwork is available, the Publisher cannot be held liable for the advertisement for the edition/month.
- The Publishers cannot guarantee that requests for alterations to advertisements received after the deadline has passed will be possible and the Publishers shall not be held liable in respect of such alterations not having been made before the Publication.
- The Publishers accept no liability, and the Advertiser/Advertising Agency shall not hold the Publishers liable for any errors and/or omissions and/or inferior workmanship in respect of design of the advertisement because of the Publisher having received the artwork after the due date/deadline.
- Participation in advertisement features do not imply that Advertisers will be mentioned in accompanying editorial.
- Any marketing line items included in this contract that are not utilized by the Advertiser and/or Advertising Agency within the specified contract period will automatically expire and be considered void without refund or rollover to future terms. This includes videos, online articles not utilised, received, confirmed or approved within two months after original month of booking, and Agri4All related material not received or approved within two months after original month of booking.

DESIGN:

- Design Fee:**

There are no costs involved in the initial Design for print or other online material required. This includes all aspects of design work, including but not limited to initial consultations, content development, revisions, and final deliverables. **However, the Advertiser and/or Advertising Agency hereby agrees to be billed per change after the third revision. The Advertiser and/or Advertising Agency will pay an additional amount of R350-00 excluding VAT, per design, after the third change request is received for the same design and/or platform.**
- Additional Costs:**

Any costs associated with additional design requests beyond the scope defined in this agreement, including but not limited to extra revisions, additional meetings, or additional deliverables, will be subject to additional charges. ProagriMedia will provide the Advertiser and/or Advertising Agency with a written estimate for such additional costs, which must be accepted by the Advertiser and/or Advertising Agency before any additional work is undertaken. The invoice will be sent after approval on the design/s has been received and payment will be due within three days of acceptance.
- Reimbursement of Expenses:**

The Advertiser and/or Advertising Agency agrees to reimburse ProagriMedia for any pre-approved out-of-pocket expenses incurred in connection with the design work, such as travel, materials, or licensing fees. Such expenses will be billed separately and require prior approval from the Advertiser and/or Advertising Agency. The invoice will be sent after approval to proceed has been received.

VIDEOS:

- Services Provided:**

ProagriMedia offers video shoots and editing services including, but not limited to, cutting, colour correction, sound editing, visual effects, and format conversion. Detailed descriptions of services can be found on our website or in our service agreement.
- Scope of Work:**

Advertiser and/or Advertising Agency Responsibilities: Provide all necessary raw footage, audio files, and any specific instructions or requirements for the project if ProagriMedia is not acting or attending the shoot.
If the video in question is the full responsibility of ProagriMedia as a paid for service, the Advertiser and/or Advertising Agency is to supply ProagriMedia with a detailed breakdown of requirements. ProagriMedia will send a 'Project Scope' / 'Request for Video Service' document, which is to be completed, and special requirements elaborated on to ensure that all is adhered to and taken into consideration during the planning phase of the project.
Additional travel costs might be requested to cover flights, car rental and accommodation. This will be communicated beforehand and ProagriMedia will only proceed with the necessary arrangements if approval is received from the Advertiser and/or Advertising Agency.
If there are any TikTok/Facebook videos/reels included in the monthly package, the Advertiser and/or Advertising Agency is to supply ProagriMedia with high quality content for placement on these platforms. If no content is received, please refer to point 17 within this Agreement.
If the Advertiser/Advertising Agency have any specific video content that has already been created, ProagriMedia's team of experts will review it for upload. Alternatively, if the Advertiser/Advertising Agency would require assistance in creating high-quality video content for any campaign, ProagriMedia is open for discussions to take place on how to assist in bringing any vision to life.

Service Provider Responsibilities:
Perform the editing tasks as outlined in the agreed-upon project scope/request for video services document. We will make reasonable efforts to meet the Advertiser and/or Advertising Agency requirements and deadlines.
An update on the current standings of the project will be communicated to the Advertiser and/or Advertising Agency continuously and until everything is in place, before, during and after the shoot. No changes or additional services might be acted on or will be acted on if not agreed upon in writing. As part of ProagriMedia's commitment to maintaining only the highest quality of content on all our platforms, we can only upload and promote videos and media that we have created or produced. This ensures that all content aligns with our quality standards and provides the best experience for the Advertiser's audience.

Provided Video Quality:
Videos supplied by Advertisers/Advertising Agencies will not be edited by ProagriMedia and will be required to contain the following:
- Quality, Formats, Minimum length
- Maximum length
- Project Timeline:**

Estimated Completion: A project timeline will be provided based on the complexity and length of the video. Timelines are estimates and may vary based on project scope and Advertiser and/or Advertising Agency responsiveness.
ProagriMedia has an internal deadline of 7 working days for general videos and an internal turnaround time of 3 working days for auctions or time-sensitive videos, unless otherwise communicated and confirmed by both parties.

24. Revisions:

- A maximum of five (5) revisions will be allowed from the first draft of the video. Should there be a request to revise the video for a sixth time, an additional amount of R550-00 excluding VAT, per revision will be applicable.** This will be communicated to the Advertiser and/or Advertising Agency and approved prior to additional changes taking place.
When requesting changes to the video, the Advertiser and/or Advertising Agency is to ensure that the project manager, sales strategist and product manager involved in the Advertiser and/or Advertising Agency's campaign, is aware of the change/s which should be communicated via email and/or WhatsApp.
Once approved, the video will be placed on the various online platforms if included in the Advertiser's campaign. Any changes, thereafter, will result in the video having to be removed, amended again, and re-uploaded. This will be at an additional charge of R350-00 excluding VAT per upload.
 - Approval of Content:**

ProagriMedia reserves the right to refrain uploading of any content in its own discretion and if no response or approval on any content has been received after the specified period of seven (7) working days after the initial first draft shared, the Advertiser/Advertising Agency will forfeit the upload/added value and ProagriMedia will not be held responsible for any loss or damage to the brand as a result thereof.
 - Quantity of Videos:**

Each Advertiser/Advertising Agency's package is custom made and based on specific requirements. We do, however, require written instruction should it be required to compile additional/added videos than what was initially included in the booking/order. Internal approval will also be required prior to proceeding. NO additional video requests will be accepted once the signed booking form, order, brief or video request document has been received.
 - Rush Fees:**

A rush fee will be calculated and charged additionally for any video requests received less than 5 working days in advance. Rush fees will be communicated for approval prior to any arrangements being made.
 - Late Payments:**

Late payments may incur additional fees or interest charges. Continued non-payment may result in suspension of services and removing of projects from online platforms.
 - Copyright and Ownership**

Advertiser and/or Advertising Agency Rights: The Advertiser and/or Advertising Agency retains ownership of the raw footage and final edited video.
Service Provider Rights: We reserve the right to use completed projects in our portfolio and for promotional purposes unless otherwise agreed upon. We will make use of the completed video/s which form part of the Advertiser's social media campaign and marketing package. No footage, etc. will be made public or listed for viewing without the required approval received.
Should the Advertiser and/or Advertising Agency require to make use of any content written or compiled by ProagriMedia's staff for their own website/online platforms, they will be required to get approval and give the necessary credit to ProagriMedia and the person within the Company relating to the piece/project.
 - Provision of Raw Materials and Footage**

ProagriMedia shall not provide any raw materials, footage, or any related content free of charge. All requests for raw materials, footage, or other proprietary content will be subject to applicable charges as determined ProagriMedia. The Advertiser and/or Advertising Agency agrees to pay for any raw materials or footage provided by the ProagriMedia, in accordance with the pricing outlined in the relevant agreement or as separately agreed in writing.
 - Confidentiality:**

We handle all Advertiser and/or Advertising Agency materials with the utmost confidentiality and will not disclose any details to third parties without prior consent.
 - Cancellation and Refunds:**

Cancellation: Advertiser and/or Advertising Agency may cancel a project before work begins. Once work has commenced, cancellation fees may apply.
Refunds: Refunds will be issued based on the stage of completion of the project. If work is already in progress or completed, refunds may not be provided.
 - Limitation of Liability:**

We will not be liable for any indirect, incidental, or consequential damages resulting from the use of our services. Our liability is limited to the amount paid for the services.
 - Dispute Resolution:**

Any disputes arising from these terms and conditions will be resolved through mediation or arbitration, in accordance with the laws of jurisdiction in South Africa.
 - Changes to Terms:**

We reserve the right to modify these terms and conditions at any time. Any changes will be communicated to Advertiser and/or Advertising Agency and will apply to new projects or ongoing services.
- INDEMNITY:**
- The Publishers do not warrant a specific number of sales and/or hits and/or results in respect of any advertisement published in any of its magazines or websites and the Advertiser's reliance thereon in order to support its business is entirely at its own risk and the Advertiser shall not be entitled to withhold any payment due and payable to the Publishers because of such reliance.
 - The Publisher accepts no liability for losses or damages suffered by the Advertiser directly, indirectly nor consequently arising from or out of omissions, failure to publish, publication or incorrect material, typographical errors, positioning of an advertisement and/or any mistake/error of whatever kind or nature.
 - The Advertiser and/or Advertising Agency agrees to indemnify the Publishers in respect of all costs, claims, damages, or other charges rising directly or indirectly because of the Publication of the advertisement(s).
- COSTS:**
- The Advertiser and/or Advertising Agency shall be liable to the Publishers for all legal expenses (including collection of fees) on the attorney-and-client scale of an attorney and counsel incurred by the Publishers in the event of (a) any default of the Advertiser and/or Advertising Agency or (b) any litigation regarding the validity and enforceability of this agreement. The Advertiser chooses the physical address supplied on the quotation document as his *domicilium citandi et executandi* for purposes of accepting any correspondence and or legal process herein.
- COPYRIGHT:**
- The copyright for all purposes, in all artworks, copy and other material which the Publisher or its employees have originated, contributed to or reworked shall vest in the Publishers.
 - The placing of an order by and Advertiser, or an Advertising Agency on behalf of a client, constitutes an assurance that all necessary authority and consents have been secured in respect of the use in the advertisement(s) and in respect of pictorial or other representations of (or purporting to be of) living persons and any other material where copyright vests with a third party.
 - Any material submitted by the Advertiser is held by the Publishers at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publishers reserved the right to destroy without notice all such property after the date of its last appearance in an advertisement unless the Advertiser has given instructions to the contrary.
- PAYMENT:**
- The rate payable for any advertisement shall be in accordance with the Publisher's current rates save as otherwise agreed. VAT will be charged on all advertising in accordance with current legislation.
 - Payment of all amounts due to the Publishers by the Advertiser/Advertising Agency may be made by Electronic Funds Transfer (EFT) or cash, and shall be made as follows:
Advertisers: 7 Days from date of invoice / signed order form received
Advertising Agencies: 45 Days from date of invoice
 - Any overdue payments shall incur interest at the rate of 2% per month** from the due date until the payment is made in full. In the event of a late payment, ProagriMedia reserves the right to suspend all work until payment is received.
 - If an account becomes overdue for payment, the Publishers shall have the right to refuse further performance until the arrear amounts have been settled.
 - The Advertiser/Advertising Agency consents to the Publishers performing a credit search on the Advertiser's record with any registered Credit Bureau when assessing the Advertiser's application.
 - The Advertiser/Advertising Agency acknowledges and agrees that any defaults in payment may be disclosed to any Credit Bureau.
 - Where any discount is allowed for advertising on a series basis, any special terms agreed shall lapse in the event of the Advertiser/Advertising Agency being in breach of any of these terms.
- CANCELLATION:**
- The Advertiser/Advertising Agency may cancel the order 30 (thirty) days to date of publication subject to such cancellation being in writing AND subject to such cancellation being accompanied by the payment of 50% of the value of the order plus VAT thereon.
Failing payment aforesaid simultaneously with the written notice of cancellation, the Advertiser/Advertising Agency shall still be liable for payment of the total value of the order placed notwithstanding any purported cancellation.
 - Cancellation and Refund Policy**
If the Advertiser and/or Advertising Agency decides to cancel the project before completion, ProagriMedia will retain any fees paid up to the point of cancellation. Refunds for any work not yet performed or completed will be at the discretion of ProagriMedia, based on the work completed and any incurred costs
 - The Advertiser and/or Advertising Agency hereby acknowledges that they have read and understood each term of this Agreement and accept them as binding.
- Name & Surname: _____
- Signed on this _____ day of _____ 20____ at _____ (location).