

Ads2Trade Terms of Use

USER AGREEMENT

1. This user agreement describes the terms and conditions which you accept by using our website or our services. We have incorporated by reference some linked information.

2. DEFINITIONS

1. In this agreement, the following words shall have the meanings given to them hereunder except where the context indicates otherwise:
 1. "**account**" shall mean the account associated with the user's unique login reference number;
 2. "**Ads2Trade**", "**we**", "**our**", or "**the company or us**" shall mean Ads2Trade (Pty) Ltd with registration number 2018/240831/07 a limited liability company duly registered and incorporated within the Republic of South Africa;
 3. "**Ads2Trade platform**" shall mean the web based outdoor advertising management platform, owned by the company;
 4. "**buyer**" shall mean a user who requires outdoor advertising site/s;
 5. "**Consumer Protection Act**" shall mean the Consumer Protection Act, 68 of 2008, as amended from time to time;
 6. "**intellectual property**" shall mean on a worldwide basis, any and all rights associated with the Ads2Trade platform, including copyrights thereof; trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; patents, patent applications, other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and applications and registrations and foreign equivalents thereof;
 7. "**lease**" shall mean the lease of a site for a specified period;

8. **“listing”** shall mean the listing by an outdoor media owner of a site or sites on the Ads2Trade platform for lease;
9. **“outdoor media owner”** means a user being a third party outdoor media platform owner who has elected to make use of the Ads2Trade platform for the purpose of making their sites available for rental;
10. **“POPI Act”** means the Protection of Personal Information Act, No 4 of 2013;
11. **“site”** shall mean an outdoor advertising site made available for rental on the Ads2Trade platform by an outdoor media owner;
12. **“user”, “you” or “your”** shall mean an individual who visits or uses the website. A user refers to either a buyer and an outdoor media owner, as the context requires, under this agreement;
13. **“user agreement”** shall mean this user agreement and any other material incorporated by reference from time to time;
14. **“website”** shall mean the websites operated by the company and available at: <https://ads2trade.com/> and any of its regional or other domains or properties, and any related company service, tool or application, specifically including mobile web, any iOS App and any Android App, or API or other access mechanism.

3. OVERVIEW

1. We have developed and own the Ads2Trade platform.
2. The user wishes to make use of the Ads2Trade platform.
3. By accessing the website, you agree to the terms as set out in this document.
4. We may amend this user agreement and any linked information from time to time by posting amended terms on the website, without notice to you.
5. We may, from time to time, and without notice, change or add to the website or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if any error occurs in the information on the website or if that information is not current.
6. Before using the website, you must read the whole user agreement, the website policies and all linked information.

7. You must read and accept all the terms in, and linked to, this user agreement and the company's privacy policy and all website policies. By accepting this user agreement as you access our website, you agree that this user agreement will apply whenever you use the website, or when you use the tools we make available to interact with the website.

4. THE ADS2TRADE PLATFORM

1. The Ads2Trade platform is an online venue which has been designed by the company to operate as a web based integrated administration and sales system offering outdoor media owners and buyers, the ability to engage directly with one another to market, source and rent outdoor advertising structures.
2. Whilst the primary focus of the Ads2Trade platform is to facilitate connections between users the Ads2Trade Platform will in addition, amongst others: -
 1. allow a buyer to select the platform that matches their advertising needs;
 2. provide a quotation to the user for and in respect of the rental of the site;
 3. provide monthly billing;
 4. contract for the rental of the site;
 5. customise advertising campaigns;
 6. be capable of being used as a management tool by users.

5. REGISTRATION

1. Prior to the user being able contract on the Ads2Trade platform the user must, for registration purposes, provide the company with the information as provided by the registration icon on the website.
2. In order to access and use the Ads2Trade platform, or register an Ads2Trade account, you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts.
3. The company reserves the sole and exclusive right to approve the user for registration as a user. Such registration shall be subject to the terms and conditions of this user agreement, and satisfaction of all conditions and requirements of this user agreement, and the company's policies and procedures as amended from time to time.

4. Registration of the user is conditional upon the user's continued compliance with all applicable terms of the user agreement.
5. The registration is specific to the user and may not be used by any other person. Once registered the user will be provided with a unique login reference number as well as account number. The user associated with the account will be held responsible for all actions taken in respect of the account, without limitation.
6. Once registered the user agrees that it will not attempt or otherwise do any of the following: -
 1. infringe any laws, third party rights or the company's policies and procedures as developed from time to time;
 2. fail to effect payment for services delivered to the user;
 3. circumvent or manipulate the company's fee structure, the billing process, or fees owed to the company or another user;
 4. post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
 5. transfer your account;
 6. distribute viruses or any other technologies that may harm the Ads2Trade Platform or the interests or property of users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
 7. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
 8. download and aggregate listings from the company's website for display with listings from other websites without the company's express written permission, "frame", "mirror" or otherwise incorporate any part of the website into any other website without the company's s prior written authorisation;
 9. attempt to modify, translate, adapt, edit, decile, disassemble, or reverse engineer any software programs used by the company in connection with the Ads2Trade Platform;

10. copy, modify or distribute rights or content from the Ads2Trade Platform of the company's copyrights and trademarks; or
11. harvest or otherwise collect information about users, including email addresses, without their consent;
12. use any robot, spider, other automatic device or manual process to monitor or copy any part of the website;
13. use any device, software or routine or the like to interfere or attempt to interfere with the proper working of the website;
14. take any action that imposes an unreasonable or disproportionately large load on the website infrastructure;
15. attempt to access any area of the website to which access is not authorised;
16. attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

6. CONTENT

1. When the user provides content, the user grants the company worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) the user has in the content.
2. The company: -
 1. makes no warranty that user content will be made available on the website;
 2. has the right (but not the obligation) to take any action deemed appropriate by the company with respect to your user content;
 3. has no responsibility or liability for the deletion or failure to store any content, whether or not the content was actually made available on the website.
3. Any and all content submitted to the website is subject to our approval. The company may reject, approve or modify your user content at our sole discretion.
4. The user represents and warrant that the user content: -
 1. will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;

2. will not violate any law or regulation;
 3. will not be defamatory;
 4. is not harmful to minors;
 5. will not be obscene;
 6. will not include incomplete, false or inaccurate information about a user or any other individuals; and
 7. will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
5. The user acknowledges and agrees that the company may transfer the user's personal information to a related body and your information may be transferred outside of South Africa.
 6. The user is solely responsible for all material that the user submits and any consequences that may result from the user's submission.
 7. The company has the right (but not the obligation), in its sole discretion and without notice, to refuse or to delete any material that the company in its sole discretion considers to be in breach of these terms and conditions.
 8. The user must submit all material in the format and detail determined by the company from time to time.
 9. The company is not responsible for the accuracy of any material that is submitted; and does not endorse any material submitted and no such endorsement may be inferred or claimed by the user.
 10. Some areas of the Ads2Trade platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service.

7. COMMUNICATION

1. Communication with other users on the website must be conducted through the text, audio and or other functionality provided on the Website.
2. You must not post your email address or any other contact information (including but not limited to Skype ID or other identifying strings on other platforms) on the

Website, except in the "email" field of the signup form, at our request or as otherwise permitted by us on the website.

3. Unless you have a prior relationship with a user, you must only communicate with users via the website. You must not, and must not attempt to, communicate with other users through any other means.
4. We may read all correspondence posted to the website and download or access, and test (if necessary), all uploaded files, programs and websites related to your use of the website for the purpose of investigating fraud, regulatory compliance, risk management and other related purposes

8. FEE

1. We charge fees for certain services. When you use a service that is subject to a fee, you have an opportunity to review and accept the fee in terms of the quotation generated.
2. Unless otherwise stated, all fees are quoted in South African Rand. All company charges are exclusive of VAT.
3. The company's fees and charges provided for in clause 8 shall become due and payable as indicated of the quotation generated.
4. Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into our bank account, the details of which will be provided on the quotation.
5. As an overriding proviso it is recorded that the provision of goods and services by the company are subject to availability. In cases of unavailability, the company will refund the buyer in full within 30 days.
6. Cancellation of orders by the buyer will attract a 5% administration fee.
7. In terms of card transactions we record that: -
 1. card transactions will be acquired for us via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks;
 2. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy;

3. customer details will be stored by us separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to www.paygate.co.za;
4. the merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

9. ADVERTISING CONTRACT

1. Upon the buyer accepting a quotation such quotation is to be approved by the outdoor media owner. If the quotation is approved by the outdoor media owner then we will advise the buyer accordingly at which stage the buyer and the outdoor media owner will be deemed to have entered into an advertising contract under which the buyer agrees to lease outdoor advertising space and the outdoor media owner agrees to let such space to the buyer on the terms and conditions as set out in the quotation ("the advertising contract"). Users agree not to enter into any contractual provisions in conflict with the advertising contract.
2. You are solely responsible for ensuring that you comply with your obligations to other users. If you do not, you may become liable to that user. You must ensure that you are aware of any domestic laws (including common law), international laws, statutes, ordinances and regulations relevant to you as a lessor and a lessee, or in any other uses you make of the Website.
3. If a user breaches any obligation to another user, that user is solely responsible for enforcing any rights that such user may have. For the avoidance of doubt, we have no responsibility for enforcing any rights under between users.
4. Depending on their jurisdiction, buyers and outdoor media owners may have rights under statutory warranties that cannot lawfully be excluded. Nothing in this user agreement is intended to override a right that by applicable law may not be excluded. Nothing in this user agreement is intended to violate any laws relating to unfair contracts, and this agreement has been specifically redrafted to ensure compliance with unfair contracts legislation. To the extent that any component of this user agreement is in conflict with inalienable rights under local laws, all parties

intend for this agreement to be read down only insofar as to be in compliance with such local laws and no further.

5. Each user acknowledges and agrees that the relationship between buyer and outdoor media owners is that of an independent contractor. Nothing in this user agreement creates a partnership, joint venture, agency or employment relationship between users. Nothing in this user agreement shall in any way be construed as forming a joint venture, partnership or an employer-employee relationship between the company and any user.

10. RENTAL

1. Should a buyer wish to conclude a contract with the outdoor media owner in relation to a site, or sites, then such contract shall be concluded on the basis that the outdoor media owner has mandated and appointed the company to collect the rentals from the buyer.
2. The buyer shall be required to effect payment of the amount on the terms as set out in the quotation generated by the company.
3. The company shall pay over the monthly rental amounts received from the buyer, less 15% commission, to the outdoor media owner within 30 days of those amounts being received by the company.
4. The outdoor media owner accepts that should the buyer not effect payment in terms of the rental contract then in such event: -
 1. the company shall: -
 1. advise the outdoor media owner of such non-payment within 30 days of the date on which such non-payment occurred;
 2. pay over such amounts that the company has collected from the buyer for and in respect of rental less 15% commission within 45 days of such non-payment;
 2. the outdoor media owner shall assume responsibility for the collection of the balance of the rentals/damages (to the extent that these exist) from the buyer.
5. Save for the obligations as set out in 10.3 and 10.4 the company shall have no further obligations, and or liability, of whatsoever nature and howsoever arising to

the outdoor media owner in relation to the collection and payment of rentals arising out of the rental contract concluded with the buyer.

11. FUNDS

1. You may have positive funds in your account if you have prepaid for fees or charges or for services to be provided to you in terms of this agreement.
2. Funds in your account are held by us in our operating accounts held with financial institutions. Funds in your account are not held separately by us, and may be commingled with our general operating funds, and/or funds of other user's accounts.
3. You are not entitled to any interest, or other earnings for funds that are in your account.
4. We may receive interest on funds held by us in our operating accounts from financial institutions with whom we hold our operating accounts. Any such interest earned belongs to us and we will not be liable to any user for any imputed interest on such funds.
5. You acknowledge and agree that:
 1. we are not a bank or other licensed financial institution and do not provide banking services or any financial services to you;
 2. the funds shown in your account which may include payments and/or any prepayment of fees and charges which you owe;
 3. we are not acting as a trustee or fiduciary with respect to such funds or payments;
 4. the amount of funds showing in your account is not insured and is not a guaranteed deposit;
 5. funds in your account may be released from your account, at our sole and absolute discretion.

12. INDEMNITY

1. The user indemnifies the company (and our officers, directors, agents, subsidiaries, joint venture partners and employees) against any claim or demand, including legal fees and costs, made against us by any third-party due to or arising out of user's

breach of this user agreement, or the users infringement of any law or the rights of a third party in the course of using the website and the Ads2Trade platform.

2. In addition, the company can apply any funds in the user account against any liabilities the user owes to the company or loss suffered by the company as a result of the User's non-performance or breach of this Agreement.

13. INTELLECTUAL PROPERTY

1. The user acknowledges, and accepts, that they will have no rights, of whatsoever nature in and to the intellectual property.

14. NO WARRANTY AS TO EACH USER'S PURPORTED IDENTITY

1. The company does not confirm the user's purported identity on the Ads2Trade platform. Whilst we may provide information about a user such information is based solely on data that a user submits and the provision of such information does not in any way amount to an introduction, endorsement or recommendation by us.

15. NO WARRANTY AS TO CONTENT

1. The Ads2Trade platform is a dynamic time-sensitive website. As such, information on the website will change frequently.
2. Having accepted the above the user accepts that the Ads2Trade platform and all content on it are provided on an "as is", "with all faults" and "as available" basis and without warranties of any kind either express or implied. Without limiting the foregoing, we make no representation or warranty about: -
 1. any outdoor media owner;
 2. any buyer;
 3. the accuracy, reliability, availability, veracity, timeliness or content of the Ads2Trade platform or any outdoor media owner's information;
 4. whether the Ads2Trade platform or sites are up-to-date, error-free or non-misleading;
 5. whether defects will be corrected;
 6. whether the Ads2Trade platform or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Ads2Trade platform;

7. the website or infrastructure on which they are based, being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.

16.PRIVACY

1. The company shall all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in POPI. The PAIA may be downloaded from: <http://www.polity.org.za/attachment>.
2. We use your information as described in the Ads2Trade privacy policy. If you object to your information being transferred or used in this way then you must not use our services. For the avoidance of doubt, your name and personal details shall be used for identity purposes in the normal course of conducting business in this online marketplace. This may include on invoices and purchase orders including but not limited to between transacting parties, including those automatically generated on awarding,
3. You authorise us, subject to any applicable laws, to access from credit bureaux who are members of the Credit Bureau Association and subscribe to its Code of Conduct ("credit bureaux") your personal information concerning financial risk and payment habits ("payment profile") for purposes of fraud prevention and debtor tracing, and to disclose information regarding your payment profile to such credit bureaux.

17.DISPUTES BETWEEN USERS

1. If you continue to have any difficulties or problems in relation to a dispute with another user in relation to a listing, we encourage you to contact us.
2. While we may help facilitate the resolution of disputes, the company has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any listing or service, (ii) the truth or accuracy of any listing descriptions. The company does not endorse any user, listing or service. Any references to a user being "verified" (or similar language) only indicate that the user has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by the company about user, including of the user's identity or background or whether the user is trustworthy, safe or suitable. Users should always exercise due diligence and care.

18. DISPUTES BETWEEN US

1. If a dispute arises between you and the company, our goal is to address your concerns immediately and, if we are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly. We strongly encourage you to first contact us directly to seek a resolution by using our customer support website or emailing us at info@ads2trade.com.
2. For any claim, the company may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the company elects arbitration, such arbitration will be initiated through an established alternative dispute resolution (ADR) provider, which is to be selected by the company.
3. All claims you bring against the company must be resolved in accordance with the terms of this agreement. All claims filed or brought contrary to this agreement shall be considered improperly filed and a breach of this agreement.

19. RELATIONSHIP

1. This Agreement does not constitute any of the parties as an agent or legal representative of the other for any purposes whatsoever and neither of the parties shall be entitled to act on behalf of, or to represent the other unless duly authorised thereto in writing.

20. SECURITY

1. The user must immediately notify the company on becoming aware of any unauthorised access or any other security breach to the website, the user's account or the Ads2Trade Platform and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities). The user's user account is the users, and the user must not share their user information with any third party. The User is solely responsible for securing their user information. The company will not be liable for any loss or damage arising from unauthorised access of the user's account.

21. PROMOTION

1. The company may display the user's business name, logo, images or other media as part of the Ads2Trade Platform and/or other marketing materials relating to the

Website, except where you have explicitly requested that we do not do this, and we have agreed to such a request in writing

22. POLICIES AND PROCEDURES

1. It is important for the User to read and understand all of the company's policies and procedures as they provide the rules for trading on the Ads2Trade platform.
2. The company policies and procedures, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to the use of the Ads2Trade platform and the website, including but not limited to:
 1. privacy policy;
 2. code of conduct;
 3. POPI policy;
 4. Consumer Protection Act policy.
3. Each of these policies may be changed from time to time. Changes take effect when the company post them on the website. When using particular services on our Website, you are subject to any posted policies or rules applicable to services you use through the Website, which may be posted from time to time. All such policies or rules are incorporated into this User Agreement.

23. ABUSING ADS2TRADE

1. We reserve to the greatest extent possible all rights, without limiting any other remedies, to limit, suspend or terminate our service(s) and or user account(s), suspend or ban access to our services, remove any content, and to take any and all technical or legal steps to ban users.
2. Without limiting the reasons for taking the aforementioned actions, conduct giving rise to this response could include: -
 1. use of our services for any illegitimate or non- bona fide purpose
 2. creating problems with other users or potential legal liabilities
 3. infringing the intellectual property rights of third parties
 4. acting inconsistently with the letter or spirit of any of our policies
 5. abuse of any staff members including inappropriate or unreasonable communications

6. any attempt to use the Ads2Trade platform or services for any objectionable purpose

24. TERM AND TERMINATION, SUSPENSION AND OTHER MEASURES

1. This Agreement shall be effective until such time when you or the company terminate the Agreement in accordance with this provision.
2. The outdoor media owner may terminate this Agreement at any time by sending us an email. If you cancel your account, any confirmed booking(s) will be automatically cancelled and the buyer will receive a full refund. If you cancel your account as a buyer, any confirmed booking(s) will be automatically cancelled.
3. Without limiting our rights specified below, the company may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

25. GENERAL

1. The expiration or termination of this Agreement does not affect such of its provisions which of necessity shall continue to apply after such expiration or termination. No party may rely on any representation which allegedly induced that party to enter into this Agreement, unless the representation is recorded herein.
2. No relaxation or extension which any party may grant to another party hereto to perform its obligations in terms of this Agreement shall prejudice or shall constitute an abandonment or novation of the first-mentioned party's rights in terms of this Agreement.
3. No agreement varying, adding to, deleting from or cancelling this Agreement (including this clause) and no waiver of any right under this Agreement shall be effective unless in writing and signed by or on behalf of the parties.
4. The user agreement is deemed to be concluded at our principal place of business.
5. If you have any questions about this user agreement or if you wish to report breaches of this user agreement, please contact us by using our customer support website or emailing us at info@ads2trade.com .