

MATRIX MARKETING RENTAL SUBSCRIPTION TERMS AND CONDITIONS

"Information" shall mean all or any information provided in any form by the Company to a Subscriber.

"Company" shall mean Matrix Marketing (Pty) Ltd.

Information provided electronically, or printed, is for the exclusive use of the Subscriber and may not be divulged, published or used on behalf of any other person, company, business or organization.

The Company, whilst exercising reasonable care, does not guarantee the correctness or the effective delivery of the aforesaid information. Nor shall the Company be held liable for any loss or damage resulting from negligence, delay or failure on the part of the Company or its employees and agents in procuring, presenting or communicating the said information.

This Subscription period is as per the front page. Should you not wish to extend this Subscription, cancellation must be received in writing on or before the anniversary date upon which date cancellation will be effected. Cancellation notice must be e-mailed to subscriber@matrixmarketing.co.za and must be acknowledged by the Managing Director of the Company. Should a written notification of cancellation not be received within the stipulated period, this Rental Subscription will be renewed, for the same term at the end of each consecutive annual period. Should the Subscriber wish to cancel the service provided under the Rental Subscription at any time during the period, no part of the annual fee is cancelled. On termination of this Subscription the Subscriber warrants that all information in all formats under license will be removed and will not be used in any way whatsoever after the termination date. A breach of this warranty shall entitle the Company, without prejudice to its rights, to claim and obtain payment from the Subscriber of an amount equivalent to 3 times the aggregate annual fee payable in terms of this Subscription, by way of a license fee. Should the Company uncover abuse of the system, the Company reserves the right to cancel the Subscription.

Funds allocated for export and printing are carried over month to month but must be utilized within the Subscription period.

Please note that a Subscription provides for searching, viewing & printing. Printing and exporting including email data, where available over the allocated amount is at an additional charge (see price list).

The Company is not responsible for postage/courier charges should these services be required.

Lists supplied by the Company for one time usage may not be copied or re-used in any way and must be used within 90 days of supply.

The Company does not work on a nett name basis, if this is required, it must be agreed to in writing prior to this Subscription being signed. Prices are nett.

INDEMNITY

Each of the parties hereby indemnifies the other party against all claims as may be made against the other party by any third party, for any loss or damage, arising from, or occasioned by:

- a) Any act or omission by the first party which amounts to a breach of the terms of this Subscription;
- b) Any act or omission by the first party which amounts to a contravention of any statutory provision or other law;

Neither party nor any of its servants or agents will, save as aforesaid, be liable for any loss or damage to the other party whether direct, indirect or consequential and howsoever caused, arising out of, or associated with, this Subscription;

The Subscriber uses the database entirely at its own risk.

UPDATES

The system updates records automatically on a monthly basis (about 5000 records are updated each month).

CONTROL NAMES

The data supplied will be seeded with control names, a common practice in the industry to reveal usage. Receipt of control names post the termination of the contract period will trigger invoices for usage.

DIRECT MARKETING ASSOCIATION OF SOUTH AFRICA

As a member of the Association, the Company subscribes to certain protection of privacy issues. The Subscriber accordingly agrees and warrants in favour of the Company, that it will comply with, and not breach, any guidelines or directives published or issued by the Association (which are or will be made available on request and which are deemed to be specifically incorporated herein).

THE SUBSCRIBER UNDERSTANDS THAT

Attention must be given to adhere to current rules and legislation pertaining to direct marketing and electronic mail communication. It is the Subscribers duty and the Company carries no liability, should the Subscriber not act in accordance with these rules.

The Company shall be entitled to review and increase the fees set out in the schedule hereto on an annual basis; such increases to take effect on the Subscription anniversary date. Increases will be in accordance with the ruling CPI Index or 8%, whichever is the highest, said variation in fees shall not entitle a Subscriber to terminate this Subscription.

Should the Subscriber fail to make payment of any rental due in terms hereof on due date, then the entire rentals by the Subscriber for the remaining period of the contract shall immediately become due and payable. The Subscriber shall not, for the duration of this Subscription and for an equivalent period thereafter, employ any employee of the Company, whether directly or indirectly (through a labour broker). Should the Subscriber breach this clause then it shall pay to the Company a placement fee equivalent to the total remuneration paid by the Company to that employee for the last four months of his or her employment.

I/we hereby consent to the Company or its cessionary making enquiries about my/our credit record with any credit reference agency and any other party to confirm the details of this Subscription.

_____ **FOR**

MATRIX MARKETING OFFICE USE ONLY

Accepted by:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

NEWS LETTER CIRCULATION:

	Sal	First Name	Surname	Job Title	Email Address	Birth Date
Signatory						/mm/yyyy
Database Contact						/mm/yyyy
Accounts Contact						/mm/yyyy

Matrix Marketing (Pty) Ltd has our permission to include our e-mail address in their database for marketing communication purposes. To confirm, please tick in the box.

