



Contract  
(Annual)

(Do not fill this if you are listing short-term)

# Welcome to **Special Discounts®** and **Special Donations®**

Thank you for considering Special Discounts® and Special Donations® for your advertising requirements.

There are no costs involved for any legitimately operating registered NPO's and charity organizations wishing to advertise their "needs" on the Special Donations® website. However, there are conditions and terms which are required to be adhered to that ensure that adverts meet the requirements for posting.

There are costs involved in advertising with Special Discounts®, and exceptions may be provided where voucher codes allowing a 100% reduction of costs are utilised for redeeming a discount on the total price of the advertising bill.

For advertising with **Special Discounts®**, refer to **pages 8 to 29** and for advertising with **Special Donations®** refer to **pages 2 to 12**. Please ensure that you have read and understood the relevant sections applicable to your advertising requirements.

# Advertising with Special Donations®

While placing a "request" on the Special Donations® website is a plea for assistance, it is also in part regarded as advertising your organisation as one which aims to obtain exposure through the website for assistance requested, in terms of resources required. The organisation is therefore referred to as "an advertiser" on the Special Donations® website and in binding regulations and policies referred to in the documents linked to the Special Donations® website.

Please note that the Terms and Conditions, Privacy Policy, Disclaimer and Posting Policy apply. Kindly refer to the Special Discounts® website sitemap to download these documents ([www.specialdiscounts.co.za](http://www.specialdiscounts.co.za)), and ensure that you have read and understood these conditions. It is expected that if you have decided to advertise with Special Donations®, that you have acknowledged and agree to the conditions contained in the Terms and Conditions, Privacy Policy, Disclaimer and Posting Policy, and that these form part of the binding contract.

Where will I find my advert for Special Donations®?

**Advert Type 1 Listing:** ONLY in the Category Listing for the Item/Service

What constitutes an advert?

Each item/request advertised for a single 24 hour period (or less) is regarded as an advert.

The details provided below needs to be consistent with the information provided when your organisation profile created on the Special Donations® website. The information provided in this section will be verified against your organisation profile, and any inaccuracies need to be corrected prior to the contract made active. It is the advertiser's responsibility to provide all information accurately to ensure an efficient registration process. It is advised that the advertiser logs onto the Special Donations® Charity/NPO Registration page ([http://specialdiscounts.co.za/sregisterseller\\_do.php](http://specialdiscounts.co.za/sregisterseller_do.php)) and completes the organisation profile concurrently with this section of the contract to ensure accuracy of supplied information.

[Please Initial Each  
Page Here]

**Organisation Details to be Consistent with Advertiser Profile  
Online**

Organisation Name			
Organisation VAT Number (if applicable)		Organisation Registration Number	
Contact Person		ID of Contact Person	
		*City/Town	
*Province		Organisation Telephone Number	
*Mall (if applicable)		Main Operating Site Address	
Cell			
Alternative Cell Number			
Postal Code		Email (Your email address will be used as your user name when accessing the site)	
Website (Optional) Address		Alternative email address	
*Please provide this according to the options indicated on the NPO/Charity Organisation registration page, <a href="http://specialdiscounts.co.za/sregisterseller_do.php">http://specialdiscounts.co.za/sregisterseller_do.php</a>			

Kindly complete the document upload section on the NPO/Charity Organisation Profile Registration page. These documents will be received on our system, and attached to your contract. Failure to upload the requested documents may delay the activation of your profile and the processing of adverts. You confirm that by submitting this form and creation of your organisation profile, that you have read, understood and agrees to the Terms and Conditions, Privacy Policy, Disclaimer and Posting Policy, and that these form part of the binding advertising contract.

[Please Initial Each Page Here]

## Organisation Details to be Consistent with Advertiser Profile Online (continued)

### IMPORTANT DOCUMENTS REQUIRED FOR REGISTRATION

Considering the preservation of brand identity for organisations advertising Special Donations®, you need to upload the following documentation electronically upon registration. **This is a once off task.** Please have these available electronically in Jpeg picture format:

- VAT Registration Number for VAT registered organisations (The user will also be required to upload proof of VAT Registration, if they are registered for VAT. This may be relevant documentation from SARS)
- Organisations Registration Number (The user will also be required to upload proof in the form of either a signed letter from the Finance department, or organisations letterhead, or letter from the Registrar of Companies)
- ID of Contact person: Identity number of Contact person (The user will also be required to upload proof in the form of either a valid Driver's license, Primary ID Document such as a Green Barcode ID, or Secondary ID document, such as passport)
- Proof of address (As part of the initiative to ensure our advertisers are legitimate, we verify operation is genuine by requesting that the advertiser provides a scanned letterhead, or water and electricity account in Jpeg or Jpg format)
- The Organisations Logo field allows the user to upload their logo, of maximum file size 500kB, in Jpeg format. The dimension of the logo must fit proportionately a square – 10cm x 10cm. Please ensure that the resolution on the logo is clear. Where the advertiser uploads the logo which is not in Jpeg or Jpg format, the “logo space” in the advert will appear as a black block. The users profile will not be made active unless all information required is provided

[Please Initial Each  
Page Here]

**ALSO NOTE THE FOLLOWING EACH TIME YOU UPLOAD AN IMAGE FOR YOUR ADVERT "NEEDS REQUEST":**

- Image of Product or Service advertised: The advertiser may upload an Image in Jpeg or Jpg format. The image will provide the viewer of a better idea of the type of product or service required for the requested "need". Any other format may not display correctly or not display at all. The dimension of the image must fit proportionately a square - 10cm x 10cm. Larger images may take a long time to display which may frustrate the user searching the site for adverts. It is advised that the minimum size of the image is 100kb and maximum size of 500kB. Larger images also take longer to upload and may result in information loss.

**FURTHER SPECIFICATIONS FOR INTERNET ADVERTISING CONTRACT AGREEMENT FOR Special Donations®**

This Letter Agreement For Internet Advertising Services ("Letter Agreement") is intended to set forth the general terms and conditions pursuant to which Special Donations® (hereinafter "Advertising Service Provider") agrees to provide certain advertising services relative to the advertisement of \_\_\_\_\_ (please complete organisations name) (hereinafter referred to as the "Client"), which business operations is located at \_\_\_\_\_

\_\_\_\_\_. Reference to "The Advertiser" and "The Client" are the same. The signature of an authorized representative of Special Discounts® or Special Donations® set forth below signifies our offer to provide the Advertising Services subject to the terms and conditions set forth herein. By executing this Letter Agreement, you agree to accept the terms of this Letter Agreement.

[Please Initial Each Page Here]

## **Terms of Service:**

### **1. Entire Agreement:**

The services are provided to the CLIENT under the Terms and Conditions as described herein, as well as available terms and conditions available on the "Special Discounts Website, located at URL: [www.specialdiscounts.co.za](http://www.specialdiscounts.co.za). The terms and conditions of this Agreement supersede any previous agreement, statement of terms and conditions, or understanding between CLIENT and Special Donations®. All representations or promises relied upon in executing the agreement are included in the agreement.

### **2. Billing:**

There are no costs associated with advertising on Special Donations® for legitimately operating NPO's and charity organisations. However, were adverts are erroneously removed from the site, the advertiser may not hold Special Discounts® or Special Donations® responsible for loss of income or consequence arising from the circumstance. Where the advertiser falsely represents the organisation and its "needs" on the website, Special Discounts® or Special Donations® reserves the legal right to take necessary action against the organisation for such misrepresentation.

### **3. Modifications or amendments:**

Modifications or amendments to the Internet Advertising Contract Agreement will only be made expressed in writing 30 days after Email or Postage Mail notification is sent to the CLIENT. CLIENT shall keep Special Donations® informed of any changes in the principals or management of CLIENT, its current mailing address and telephone number to which notices and invoices may be sent.

[Please Initial Each  
Page Here]

## Terms of Service (continued):

### 4. Right to Terminate and Decline Advert:

Either party may terminate this Agreement, with or without cause, by giving a thirty (30) day written notice to the other party, via Registered Postage mail. Also refer to the Posting Policy document available on the Special Discounts® sitemap on the website for violations under which an advert may be removed, declined or terminated. Where an advertiser advertises more than the stipulated maximum in an Advert Listing for their contract, the administrator reserves the right to decline the publication of the advert on the website.

### 5. Content:

CLIENT agrees to assume full responsibility and liability for the content of its advertisement. Special Discounts® or Special Donations® is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in CLIENT's content. The CLIENT is responsible for the upload of advert content. It's the responsibility of the CLIENT to check and verify information before approval and uploading onto the Special Donations® website. Where the CLIENT cannot modify advert content and the CLIENT desires to modify its content, it shall provide a written request to Special Donations® specifying in detail the modification desired. Special Donations® shall, within a reasonable time, effectuate the modifications to the content ("Content Maintenance"). You represent and warrant to us that the advertising that you provide us is not false and misleading, does not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights. You also warrant and represent that you have the unrestricted and exclusive right to use all such materials.

[Please Initial Each  
Page Here]



## **Terms of Service (continued):**

### **5. Content (continued):**

We have the right and option to reject, in our absolute discretion, the content of any advertising material that you submit to us if we find that it does not meet our Advertising Specification, if it is objectionable to us in any way, if it contains false or misleading information, if it contains any illegal information, if it contains any vulgar or pornographic items, or for any other reason, in our sole discretion. If we reject any advertising material that you submit to us, we will notify you. Even after we accept your advertising, we have the right to remove it if it does not function correctly or for any of the reasons described above. Our placing the advertising on our page does not signify our approval or waiver of the right to object to it in the future.

### **6. Limitation of Liability:**

In no event shall Special Discounts® or Special Donations® or its agents, officers, or employees, or any affiliated company, or any agent, officer, or employee of any such company (INDEMNITIES), be liable for incidental or consequential damages of any kind, including but not limited to, loss of revenue or profits whether resulting from breach of contract, negligence, or otherwise. The CLIENT acknowledges that Special Discounts® and Special Donations® is dependent on National Backbone Operators for Internet access and routing. INDEMNITIES shall not be held liable if one or more of these National companies should experience a problem that prevents Special Discounts® or Special Discounts®'s CLIENTS or Special Donations® or Special Donations® 's CLIENTS from gaining access to the Internet, and/or the CLIENT's advertisement.

[Please Initial Each  
Page Here]

## **Terms of Service (continued):**

### **6. Limitation of Liability (continued):**

Any liability of Special Discounts®, including, without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, delay of operation or transmission, communications line failure, theft or destruction of, or unauthorized access to, alteration of, or use of records, shall be strictly limited to the lesser of the amount paid on behalf of the CLIENT to Special Discounts® during the year, or since the beginning of this Agreement, whichever is the lesser.

### **7. Indemnification:**

CLIENT shall indemnify, defend and hold Special Discounts® or Special Donations® and Indemnities harmless against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including without limitation, interest, penalties, and attorneys' fees, that Special Discounts® or Special Donations® shall incur or suffer, which arise, result from or relate to any action taken or omitted, or representation made by the CLIENT to their customers. The duty to indemnify arises in any action or happening that arises, results from, or relates to, in whole or in part, to any action, inaction, or reps of the CLIENT. The CLIENT has a duty to pay the attorneys fees of the lawyers "Special Discounts® or Special Donations®" chooses to defend itself in any such action.

### **8. Arbitration:**

Any controversy or claim arising out of, or related to, this Agreement shall be settled by arbitration in accordance with the then existing rules of the Arbitration Association of the Country and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter in the controversy.

[Please Initial Each  
Page Here]

## **Terms of Service (continued):**

### **9. Severability and Assignment:**

If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. Special Discounts® or Special Donations® has the right to sell, assign, and/or transfer this Agreement with its rights, title, or interest in it to any person, firm, or corporation at any time, and such assignee shall acquire all rights and assume all the obligations of Special Discounts® or Special Donations® under this Agreement.

### **10. Viewing of Advert:**

We do not guarantee any given amount of Impressions to your page as a result of our advertising services. However, we will use our reasonable efforts to make Special Discounts® and Special Donations® available for display through the World Wide Web, twenty four hours per day, and seven days per week. Where Special Discounts® or Special Donations® experiences downtime for maintenance, backup, acts of God, power outages, and other circumstances even though beyond our control or which is a normal part of the Internet business, the CLIENT exempts Special Discounts® and Special Donations® from reimbursements of any nature occurring from said downtime incidents. We make no warranties that the advertising contained on Special Discounts® or Special Donations® will be free from errors or defects or that the use of the hypertext link or access to our site will be uninterrupted.

The CLIENT agrees to abide by the above terms and conditions, as amended, provided pursuant to Paragraph 4.

**Terms of Service (continued):**

**“CLIENT”**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“Witness 1”**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

**“Witness 2”**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Special Discounts® or Special Donations®

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Please Initial Each  
Page Here]

# Advertising Contract with Special Discounts®

The contract option will allow the Seller to advertise over a longer period, with a monthly reduced fixed advertising cost, as determined by the advertising option selected in the table below.

Please complete this document and the Debit Order Mandate. Ensure that the right corner of each page is initialed, and sign the last page of the contract and Debit Order Mandate (**Annexure A** at the end of this document).

You are required to scan and return these documents to: [marketing@specialdiscounts.co.za](mailto:marketing@specialdiscounts.co.za) within 7 days after the contract is signed. This document will need to be completed and returned to us, via email, at least 3 (three) full working days prior to your first advert displaying on the site, as indicated in the invoice. Failure to do so may result in your advert not uploading, for which Special Discounts® will not be held responsible. It is also your responsibility to inform Special Discounts®, via written communication should any details change with regard to your banking information provided.

Please note that the Terms and Conditions, Privacy Policy, Disclaimer and Posting Policy apply. Kindly refer to the Special Discounts® website sitemap to download these documents ([www.specialdiscounts.co.za](http://www.specialdiscounts.co.za)), and ensure that you have read and understood these conditions. It is expected that if you have decided to undertake a contract with Special Discounts® for advertising, that you have acknowledged and agree to the conditions contained in the Terms and Conditions, Privacy Policy, Disclaimer and Posting Policy, and that these form part of the binding contract.

Please refer to the table below for the various options we have available for annual contracts. Kindly select the appropriate option when indicating this on the Debit Order Mandate.

[Please Initial Each  
Page Here]

Contract Options**	Cost per Month	Cost Per Annum – Consecutive months, uninterrupted	Maximum Distribution of Adverts Across Advert Category Type per month ****(Refer to Details below for description of “Advert Types”)			Mark this column with an “X” representing the contract option for which you would like to sign up
			Advert Type 1	Advert Type 2	Advert Type 3	
Option A: 100 Adverts per Month	R300	R3600	99	1	0	
Option B: 250 Adverts per Month	R700	R7000	249	1	0	
Option C: 500 Adverts per Month	R1400	R8000	447	2	1	
Option D: 750 Adverts per Month	R2000	R14000	747	2	1	
Option E: 1250 Adverts per Month	R3200	R20000	1246	2	2	
Option F: 1750 Adverts per Month	R4000	R33000	1746	2	2	
Option G: 2500 Adverts per Month	R6000	R45000	2440	5	5	
Option H: 5000 Adverts per Month	R10000	R80000	4990	5	5	

\*\*\*Each Contract option is provided at a cost of adverts posted per month, not per day. This means that a client may determine at their discretion how many adverts to post per day, limited to a maximum stipulated number of adverts per month associated with that contract.

\*\*\*\*Where will I find my Advert?

- **Advert Type 1 Listing:** ONLY in the Category Listing for the Item/Service
- **Advert Type 2 Listing:** Company logo and item/service in the Category Listing, and Company logo only in the Category Flash/rolling Banner for the Item/Service

[Please Initial Each Page Here]

## What constitutes an advert?

Each item advertised for a single 24 hour period (or less) is regarded as an advert.

**For example:** where a Seller chooses option A in the above contract specifications, for an amount of R300 per month, the Seller will be allowed to advertise a maximum of 100 adverts in total. The Seller may utilize all 100 adverts for a one day period, or spread the adverts over a 30 day period. Where the same advert runs over a two day period, for example, it is counted as two adverts, as it takes up 2 advert spaces over that period.

For each contract option, the seller may distribute their monthly advert allocation over 3 advert forms (up to a maximum allocation stipulated for that contract option).

**For example:** in option A above, the seller may not advertise more than 99 adverts for the month in an "Advert Type 1" listing. The same explanation applies for an "Advert Type 2" and "Advert Type 3" listing.

The details provided below needs to be consistent with the information provided when your seller profile created on the Special Discounts® website. The information provided in this section will be verified against your Seller profile, and any inaccuracies need to be corrected prior to the contract made active. It is the sellers responsibility to provide all information accurately to ensure an efficient registration process. It is advised that the seller logs onto the Special Discounts Seller Registration page (<http://www.specialdiscounts.co.za/sregisterseller.php>) and completes the seller profile concurrently with this section of the contract to ensure accuracy of supplied information.

[Please Initial Each  
Page Here]

Company Name			
Company VAT Number (if applicable)		Company Registration Number	
Contact Person		ID of Contact Person	
		*City/Town	
*Province		Company Telephone Number	
*Mall (If applicable)		Main Operating Site Address	
Cell			
Alternative Cell Number			
Postal Code		Email (Your email address will be used as your user name when accessing the site)	
Website (Optional) Address		Alternative email address	
*Please provide this according to the options indicated on the NPO/Charity registration page, <a href="http://specialdiscounts.co.za/sregisterseller">http://specialdiscounts.co.za/sregisterseller</a>			

Kindly complete the document upload section on the Seller Profile Registration page. These documents will be received on our system, and attached to your contract. Failure to upload the requested documents may delay the activation of your profile and the processing of adverts.

[Please Initial Each Page Here]



You confirm that by submitting this form and creation of your seller profile, that you have read, understood and agrees to the Terms and Conditions, Privacy Policy, Disclaimer and Posting Policy, and that these form part of the binding contract.

### **IMPORTANT DOCUMENTS REQUIRED FOR REGISTRATION**

Considering the preservation of brand identity for businesses advertising on Special Discounts®, you need to upload the following documentation electronically upon registration. **This is a once off task.** Please have these available electronically in Jpeg picture format:

- VAT Registration Number (The user will also be required to upload proof of VAT Registration, if they are registered for VAT. This may be relevant documentation from SARS)
- Company Registration Number (The user will also be required to upload proof in the form of either a signed letter from the Finance department, or Company letterhead, or letter from the Registrar of Companies)
- ID of Contact person: Identity number of Contact person (The user will also be required to upload proof in the form of either a valid Driver's license, Primary ID Document such as a Green Barcode ID, or Secondary ID document, such as passport)
- Proof of address (As part of the initiative to ensure our Sellers are legitimate, we verify operation is genuine by requesting that the Seller provides a scanned letterhead, or water and electricity account in Jpeg or Jpg format)
- The Company Logo field allows the user to upload their logo, of maximum file size 500kB, in Jpeg format. **The dimension of the logo must fit proportionately a square - 10cm x 10cm.** Please ensure that the resolution on the logo is clear. Where the Seller uploads the logo which is not in Jpeg or Jpg format, the "logo space" in the advert will appear as a black block. The users profile will not be made active unless all information required is provided.

[Please Initial Each  
Page Here]

## ALSO NOTE THE FOLLOWING EACH TIME YOU UPLOAD AN IMAGE FOR YOUR ADVERT PRODUCT OR SERVICE:

- Image of Product or Service advertised: The Seller may upload an Image in Jpeg or Jpg format. Any other format may not display correctly or not display at all. **The dimension of the image must fit proportionately a square - 10cm x 10cm.** Larger images may take a long time to display which may frustrate the user searching the site for adverts. It is advised that the minimum size of the image is 100kb and maximum size of 500kb. Larger images also take longer to upload and may result in information loss.

Please Note the Following:

1. Where a client desires to provide a full annual once-off payment of a contract into the Special Discounts® Bank account, the client will be entitled to a further 5% discount on the annual amount for the associated contract.
2. A client who has taken a contract will be provided with a voucher code, to be used each time an advert is posted for their business. The voucher code will generate an invoice reflecting a value payment of ZERO, as the contract has the already agreed upon rand value payment stipulated for each month. Where a rand value of Zero is generated by the system, it does not imply the advert is free, neither does it imply that payment via the debit order system is not necessary. The voucher code simply ensures that the payment gateway is avoided as prior payment agreement options would have been arranged (either monthly Debit Order payment or once-off annual payment).
3. Where the client does not use the voucher code, the client will be directed to the payment gateway and may be liable for the payment of the associated advert. It is therefore the responsibility of the client to be cautious and ensure that the voucher code provided is utilized. The voucher code is only allocated to one specific email address (provided on the Seller Profile Registration for the Special Discounts® website) and the client is required to use **that email address** when posting an advert. Where the client fails to follow this instruction, the voucher code will not be valid, and the client will consequently be directed to the payment gateway.

[Please Initial Each  
Page Here]

## **FURTHER SPECIFICATIONS FOR INTERNET ADVERTISING CONTRACT AGREEMENT FOR Special Discounts®**

This Letter Agreement For Internet Advertising Services ("Letter Agreement") is intended to set forth the general terms and conditions pursuant to which Special Discounts® (hereinafter "Advertising Service Provider") agrees to provide certain advertising services relative to the advertisement of \_\_\_\_\_ (please complete vendor company name) (hereinafter referred to as the "Client"), which business operations is located at \_\_\_\_\_.

\_\_\_\_\_. Reference to "The Seller" and "The Client" are the same. The signature of an authorized representative of Special Discounts® set forth below signifies our offer to provide the Advertising Services subject to the terms and conditions set forth herein. By executing this Letter Agreement, you agree to accept the terms of this Letter Agreement.

### **Terms of Service:**

#### **1. Effective Date:**

This Agreement shall commence upon execution by the parties and continue for one (1) year (i.e. twelve consecutive months) and renew automatically each year for an additional one (1) year (i.e. twelve consecutive months) until terminated by either party as provided for in Paragraphs 4 and 5.

#### **2. Entire Agreement:**

The services are provided to the CLIENT under the Terms and Conditions as described herein, as well as available terms and conditions available on the "Special Discounts Website, located at URL: [www.specialdiscounts.co.za](http://www.specialdiscounts.co.za), as described herein, and **Annexure A (the Debit Order Mandate)**, which is attached to and made a part of this Agreement. The terms and conditions of this Agreement supersede any previous agreement, statement of terms and conditions, or understanding between CLIENT and Special Discounts®. All representations or promises relied upon in executing the agreement are included in the agreement.

[Please Initial Each  
Page Here]

### **3. Billing:**

All payments, as shown in Exhibit A, are due and shall be paid following the execution of this Agreement, and no services shall be rendered until receipt of said payment. After the initial payment, yearly scheduled payments are due under net 30 days terms, unless specified otherwise on the invoice. Late amounts may be subject to reasonable collection and legal fees, plus interest accrued at 1.5% per month. If payment is not received by Special Discounts® according to the debit order payment terms, the CLIENT shall be informed, or attempted to be informed, by telephone, fax, Postage Mail or Email of the overdue payment. If the CLIENT does not cure the default within thirty (30) days of notification of default, all Internet and related services provided by Special Discounts® may be suspended or terminated. We reserve the right to suspend advertising services until your account is brought current as well as the right to terminate this Agreement if any advertising fee is delinquent. The allocated number of adverts for each month needs to be used within that month, and will not be carried forward to the next month of the contact. Where the client fails to use the allocated number of adverts for each month, the client cannot claim a reimbursement of any nature on the contract, and will be liable for the payment as provided by the debit order mandate.

### **4. Modifications or amendments:**

Modifications or amendments to the Internet Advertising Contract Agreement will only be made expressed in writing 30 days after Email or Postage Mail notification is sent to the CLIENT. CLIENT shall keep Special Discounts® informed of any changes in the principals or management of CLIENT, its current mailing address and telephone number to which notices and invoices may be sent.

## **5. Right to Terminate and Decline Advert:**

Either party may terminate this Agreement, with or without cause, by giving a thirty (30) day written notice to the other party, via Registered Postage mail. No refund of any portion of yearly payment will be given. Also refer to the Posting Policy document available on the Special Discounts® website for violations under which an advert may be removed, declined or terminated. Where a seller advertises more than the stipulated maximum in an Advert Listing for their contract, the administrator reserves the right to decline the publication of the advert on the website. It is the responsibility of the seller to be aware of the number of adverts already utilized for the month.

## **6. Content:**

CLIENT agrees to assume full responsibility and liability for the content of its advertisement. Special Discounts® is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in CLIENT's content. The CLIENT is responsible for the upload of advert content. Voucher Codes may be assigned to the CLIENT in uploading an advert. Voucher Codes which are erroneously used will not be compensated for by Special Discounts® as accuracy is expected to be exercised by the CLIENT when uploading advert content. Erroneously uploaded advert content will be charged for as any regular advert, as it's the responsibility of the CLIENT to check and verify information before approval and uploading onto the Special Discounts® website. Where the CLIENT cannot modify advert content and the CLIENT desires to modify its content, it shall provide a written request to Special Discounts® specifying in detail the modification desired. Special Discounts® shall, within a reasonable time, effectuate the modifications to the content ("Content Maintenance"). You represent and warrant to us that the advertising that you provide us is not false and misleading, does not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights.

## **6. Content (continued):**

You also warrant and represent that you have the unrestricted and exclusive right to use all such materials. We have the right and option to approve, in our absolute discretion, the content of any advertising material that you submit to us if we find that it does not meet our Advertising Specification, if it is objectionable to us in any way, if it contains false or misleading information, if it contains any illegal information, if it contains any vulgar or pornographic items, or for any other reason, in our sole discretion. If we reject any advertising material that you submit to us, we will notify you. Even after we accept your advertising, we have the right to remove it if it does not function correctly or for any of the reasons described above. Our placing the advertising on our page does not signify our approval or waiver of the right to object to it in the future.

## **7. Limitation of Liability:**

In no event shall Special Discounts® or its agents, officers, or employees, or any affiliated company, or any agent, officer, or employee of any such company (INDEMNITIES), be liable for incidental or consequential damages of any kind, including but not limited to, loss of revenue or profits whether resulting from breach of contract, negligence, or otherwise. The CLIENT acknowledges that Special Discounts® is dependent on National Backbone Operators for Internet access and routing. INDEMNITIES shall not be held liable if one or more of these National companies should experience a problem that prevents Special Discounts® or Special Discounts®'s CLIENTS from gaining access to the Internet, and/or the CLIENT's advertisement.

Any liability of Special Discounts®, including, without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, delay of operation or transmission, communications line failure, theft or destruction of, or unauthorized access to, alteration of, or use of records, shall be strictly limited to the lesser of the amount paid on behalf of the CLIENT to Special Discounts® during the year, or since the beginning of this Agreement, whichever is the lesser.

## **8. Indemnification:**

CLIENT shall indemnify, defend and hold Special Discounts® and Indemnities harmless against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including without limitation, interest, penalties, and attorneys' fees, that Special Discounts® shall incur or suffer, which arise, result from or relate to any action taken or omitted, or representation made by the CLIENT to their customers. The duty to indemnify arises in any action or happening that arises, results from, or relates to, in whole or in part, to any action, inaction, or reps of the CLIENT. The CLIENT has a duty to pay the attorneys fees of the lawyers "Special Discounts®" chooses to defend itself in any such action.

## **9. Arbitration:**

Any controversy or claim arising out of, or related to, this Agreement shall be settled by arbitration in accordance with the then existing rules of the Arbitration Association of the Country and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter in the controversy.

## **10. Severability and Assignment:**

If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. Special Discounts® has the right to sell, assign, and/or transfer this Agreement with its rights, title, or interest in it to any person, firm, or corporation at any time, and such assignee shall acquire all rights and assume all the obligations of Special Discounts® under this Agreement.

[Please Initial Each  
Page Here]

## 11. Viewing of Advert:

We do not guarantee any given amount of Impressions to your page as a result of our advertising services. However, we will use our reasonable efforts to make Special Discounts® available for display through the World Wide Web, twenty four hours per day, and seven days per week. Where Special Discounts® experiences downtime for maintenance, backup, acts of God, power outages, and other circumstances even though beyond our control or which is a normal part of the Internet business, the CLIENT exempts Special Discounts® from reimbursements of any nature occurring from said downtime incidents. We make no warranties that the advertising contained on Special Discounts® will be free from errors or defects or that the use of the hypertext link or access to our site will be uninterrupted.

The CLIENT agrees to be responsible for payment of this account and to abide by the above terms and conditions, as amended, provided pursuant to Paragraph 4.

### “CLIENT”

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### “Witness 1”

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

### “Witness 2”

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

### Special Discounts®

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Please Initial Each  
Page Here]



# Welcome to **Special Discounts**<sup>®</sup> and **Special Donations**<sup>®</sup>

## Annexure A: Debit Order Mandate for Advert Contract Option

**Welcome to Special Discounts**<sup>®</sup> Thank you for utilizing Special Discounts<sup>®</sup> for your advertising requirements. This document does not apply when using the Special Donations<sup>®</sup> website. Only complete this document if you are using the Special Discounts<sup>®</sup> advertising services.

Date : \_\_\_\_\_  
BANK DEBIT ORDER INSTRUCTION AUTHORITY Contract No. : \_\_\_\_\_  
Name (Debtor) : \_\_\_\_\_ \*Debit Amount: \_\_\_\_\_  
Address : \_\_\_\_\_ Commencement Date : \_\_\_\_\_  
\_\_\_\_\_ Indicate your Advert ID number: \_\_\_\_\_  
\_\_\_\_\_

Contact No: \_\_\_\_\_

\*You agree that you legally owe this amount to Special Discounts<sup>®</sup> as per the Advert Contract option selected

The details of my account are as follows:

CARDHOLDERS NAME : \_\_\_\_\_

CARD NUMBER (Front of Card) : \_\_\_\_\_

EXPIRY DATE : \_\_\_\_\_

CVV NUMBER : \_\_\_\_\_

(three digit number on back of card)

CARD TYPE : \_\_\_\_\_

(mastercard, visa)

BANK : \_\_\_\_\_

BRANCH TOWN : \_\_\_\_\_

BRANCH NO. : \_\_\_\_\_

ACCOUNT NAME. : \_\_\_\_\_

ACCOUNT NO. : \_\_\_\_\_

TYPE OF A/C : \_\_\_\_\_

(savings, current, transmission, cheque)

[Please Initial Each  
Page Here]

<b>For bank use only</b>		
Verification done by (Print Name):	<b>Signature:</b>	Date:
Bank Stamp		

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement/"Profile created by Seller/Shopper on the Special Discounts Website"). I hereby authorise you to issue and deliver payment instructions to the bank for collection against my abovementioned account at my above mentioned bank (or any other bank or branch to which I may transfer my account) on condition that the sum of such payment instructions will never exceed my obligations as agreed to in the Agreement (or Invoice issued for payment), and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated in this document.

[Please Initial Each  
Page Here]

The individual payment instructions so authorised to be issued must be issued and delivered as follows

[DELETE THAT WHICH IS NOT APPLICABLE]:

i. On the \_\_\_\_\_ day ("payment day") of each and every month commencing on \_\_\_\_\_. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;

ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement/Invoice. A payment reference is added to this form before the issuing of any payment instruction. I shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

#### **MANDATE**

I acknowledge that all payment instructions issued by you shall be treated by my above mentioned bank as if the instructions had been issued by me personally.

#### **CANCELLATION**

I agree that although this Authority and Mandate may be cancelled by me, such cancellation will not cancel the Agreement (and/or Amounts payable as per the Invoice/s in question). I shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

[Please Initial Each  
Page Here]

## ASSIGNMENT

I acknowledge that this Authority and Mandate has been ceded to Netcash (Pty) Ltd as per your agreement with Netcash (Pty) Ltd, but in the absence of such assignment of the Agreement, this Authority and Mandate will be null and void.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

[SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS]

## “CLIENT”

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## “Witness 1”

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

## “Witness 2”

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Assisted by (If Applicable): \_\_\_\_\_

FOR OFFICE USE AGREEMENT REFERENCE NUMBER This Agreement reference number is:

\_\_\_\_\_

## Contacting Us

If there are any questions regarding this policy you may contact: [marketing@specialdiscounts.co.za](mailto:marketing@specialdiscounts.co.za)

[Please Initial Each Page Here]