



Publishers of the Yellow Pages.

# PRINT / ELECTRONIC ADVERTISING CONTRACT

## TERMS AND CONDITIONS OF CONTRACT - ELECTRONIC

### For the purposes of these Terms and Conditions:

- "10118 – Talking Yellow Pages" shall refer to the Yellow Pages accessed telephonically
- "Activation date" refers to the start date of the contract.
- "Advertiser" refers to any legal entity that purchases Electronic Products from Trudon. This also includes legal entities that receive any Electronic Products from Trudon free of charge.
- "Billing Date" refers to the date that the first invoice is sent to the advertiser.
- "Cooling off period" refers to five days after the electronic contract has been signed, during which time this contract may be cancelled without prejudice to the advertiser.
- "DMMA" refers to the Digital Media and Marketing Association
- "Electronic Products" refers to any digital form of publishing and/or advertising products, consisting of, but not limited to, Online, Mobile and Telephonic publishing and/or advertising products.
- "Electronic Yellow Pages" refers to the 10118 – Talking Yellow Pages, Mobile Yellow Pages and Internet Yellow Pages as well as any products sold on these platforms.
- "Initial period" refers to the time frame for the contract or the contract duration.
- "Internet Yellow Pages" refers to the Yellow Pages Directory accessible on the Internet at the website address of [www.yellowpages.co.za](http://www.yellowpages.co.za); and
- "Mobile Yellow Pages" refers to the Yellow Pages Mobile product offering, accessible through mobile devices and/or the internet at [m.yellowpages.co.za](http://m.yellowpages.co.za) as well as mobile sites created or owned by Trudon.
- "Trudon" refers to Trudon (Pty) Ltd formally trading as TDS Directory operations (Pty) Ltd (Registration Number 1992/002329/07).
- "Trudon Platform" refers to print, online, mobile, telephonic or other advertising medium owned or used by Trudon.

### 1. Publication of Advertisements

1.1 By its signature on the contract, the Advertiser hereby authorises Trudon to publish the advertisements required as specified within this contract, provided that the relevant business rules for all products and combinations thereof are upheld.

### 2. Terms and Conditions of Payment

2.1 Should the Advertiser so choose to pay via Telkom SA Limited, the Advertiser understands that Telkom S.A. Limited will collect all amounts due and payable by the Advertiser in terms of this agreement as an agent for Trudon. Accordingly, the Advertiser hereby authorises Telkom S.A. Limited to debit against its telephone account the monthly amount/s indicated in the contract in the case of the Electronic Yellow Pages, on the date on which the advertisement is marked "live" by Trudon, either on the Telkom S.A. Limited telephone account or on Trudon billing.

2.2 The costs of any additional artwork or production material shall be for the account of the Advertiser and included in the total contract price specified in the contract which shall be charged in the case of the Electronic Yellow Pages, on the date on which the advertisement is marked "live" by Trudon, either on the Telkom S.A. Limited telephone account or on Trudon billing.

2.3 If payment is by means of a monthly debit order, the debit order shall commence on the Billing Date (Initial Period) and will continue for 12 (twelve) monthly installments and will thereafter automatically renew on a month to month basis (Renewal Period) unless terminated by the Advertiser on written notice to be received by Trudon not less than 1 (one) clear calendar month prior to the last day of the Initial Period or Renewal Period as the case may be.

2.4 All Electronic Products and combinations thereof are subject to annual increases on the 1st of April of each year.

2.5 All debit order dates that fall on a Sunday or Public Holiday will be processed on the following working day.

2.6 In the event that the debit order is unsuccessful Trudon will attempt to collect the outstanding amounts on the 20th calendar day of the month for all debit orders presented on the 1st, 5th or 15th and on the 1st calendar day of each month for all debit orders presented on the 20th and last day of the calendar month and thereafter. Should the debit order be unsuccessful the second time the electronic advert shall be cancelled.

2.7 In the event that payment is not received in any other form and the account is overdue for 60 days or more, the electronic advert will be cancelled.

2.8 In the event of a payment default, the Advertiser shall be charged interest on all amounts outstanding. Such interest shall be charged as per the prescribed rate of interest in terms of the National Credit Act 34 of 2005. Such interest rate shall be determined by Trudon which will not exceed the maximum rate allowed under the National Credit Act 34 of 2005 and provided that the said rate shall be uniformly applied to all amounts outstanding and due.

2.9 Notwithstanding anything to the contrary herein contained and in particular the terms of payment agreed upon, in the event of any of the following occurrences, the full contract price shall forthwith become due and payable namely:

- 2.9.1 the Advertiser alienating or in any other manner disposing of or giving up its business or substantial part of its assets or in the event of the Advertiser passing a resolution for any of the foregoing;

2.9.2 the Advertiser ceasing or threatening to cease to carry on its business or passing a resolution for the winding-up of a substantial portion of its business;

2.9.3 a judgment being granted against the Advertiser and such judgment not be satisfied within 7 (seven) days of the date thereof;

2.9.4 the Advertiser compromising or entering into an agreement with any of its creditors whatsoever;

2.9.5 the provisional or final sequestration/liquidation of the Advertiser or a judicial manager being appointed over the Advertiser

2.9.6 the monthly charge overleaf not being billed for any reason whatsoever by Telkom S.A. Limited;

2.9.7 the Advertiser's failure to make timeous payment of any charges due in terms hereof.

2.10 Should Trudon cancel this Agreement in terms of Clause 2.9, or should the Advertiser, at any time prior to the closing date as specified, cancel this agreement, the Advertiser will be liable for a cancellation fee of 10% (ten percent) of the annual total contract value on the Electronic platform. The cancellation fee will not apply if the contract is cancelled by either party during the cooling off period as defined above.

### 3. Duration of Contract

3.1 This Agreement will commence on the Activation date and, subject to the terms of this agreement, will continue for 12 (twelve) monthly installments, unless otherwise stated, and thereafter shall continue on a month to month basis (Renewal Period) until terminated by either party on not less than 1 (one) calendar month's written notice. Notice should be sent to [customer@trudon.co.za](mailto:customer@trudon.co.za)

### 4. Electronic Traffic Products

Electronic Traffic Products are those products which generate traffic for the Advertiser from external sources outside of Trudon. An example of an external source could be search engines on the internet. The traffic could be directed to an Advertiser's own electronic resources (for example, a website) or to a Trudon electronic product owned by the advertiser, provided the business rules are upheld.

For Electronic Traffic Products bought from Google, Trudon retains a management fee and the remaining ad-spend is used on Google at the prevailing Google rates, which are determined by Google.

### 5. Limitations of Liability

5.1 Whilst Trudon will use its best efforts to ensure that entries and advertisements are displayed correctly; the Advertiser shall have no claim of any nature against Trudon and/or Telkom S.A. Limited for any loss or damages including but without being limited to consequential damages which the Advertiser may suffer as a result of, without limiting the generality of the foregoing, any error in or omission from its advertisement/s in any entry, or on the Electronic Yellow Pages or as a result of the incorrect display in or the omission of any unit of advertising from the Trudon Platform.

5.2 Where the Advertiser has placed an advertisement in the Electronic Yellow Pages, the Advertiser hereby acknowledges and accepts that in no event will Trudon or Telkom S.A. Limited be liable for any loss or damages including consequential damages which the Advertiser may suffer as a result of any downtime of any computer system on which the Electronic Yellow Pages relies or to which the Electronic Yellow Pages is connected, for any reason whatsoever including but expressly without being limited to any act of Force Majeure, computer viruses and the like.

5.3 If for any reason whatsoever any of the entries as ordered by the Advertiser in terms hereof, are not displayed, this will not justify cancellation of the entire contract, but will only entitle the Advertiser to a pro rata reduction of the contract price equivalent to the price of the adverts not published, as determined by Trudon.

5.4. Trudon and the Advertiser acknowledge that this agreement constitutes the entire agreement between the parties and that these terms and conditions are to be applied in conjunction with the terms and conditions for the Printed Contract if applicable.

5.5 Trudon subscribes to the guidelines as stipulated by the Digital Media and Marketing Association (DMMA). This agreement is subject to the DMMA Terms and Conditions as applicable to electronic advertising. The DMMA Terms and Conditions can be viewed at <http://www.dmma.co.za/about-us/advertising-tcs/>

### 6. Terms and Conditions Specific to Domain Registration

6.1 Trudon will act as the mediator between the Advertiser (SME) and a third party vendor and will use its reasonable efforts to attend to the registration of Domain Name in conjunction with the third party vendor where applicable. In the case of the transfer of the hosting of an existing Domain Name it will be the responsibility of the Advertiser to liaise with the third party vendor to cancel the existing services as soon as reasonably possible after the commencement of the Domain Service.

6.2 Advertiser authorizes Trudon to use any of its particulars it deems fit to effectively manage the registration, transfer, and renewal and/or hosting of Domain Name in terms of the Domain Service. For the avoidance of doubt, the Parties agree that Domain Name shall not become the property of Trudon who serves only as the administrator on behalf of the Advertiser.

6.3 Should the Domain Service be terminated for any reason whatsoever Trudon shall, without incurring any liability of whatever nature and without limiting the generality of the General Terms, be entitled to notify the Registrar of such termination and to instruct such Registrar to remove Trudon and/or any of its systems as the host of such Domain Name even if no replacement is available.

6.4 It is recorded that (i) All domain names in the .co.za name space or sub-domain ending in co.za, are administered by Lexsynergy and are subject to the terms and conditions of Lexsynergy as amended from time to time; (ii) Trudon utilizes the services of Lexsynergy, to register all international Domain Names subject to the terms and conditions of Lexsynergy, as amended from time to time; (iii) registration, maintenance, transfer of a Domain Name is subject to the terms and conditions of the Registrars which allocate and govern such Domain Name, and Trudon cannot guarantee the registration of Domain Name(s) selected by Advertiser; (iv) Registrars may change or be replaced from time to time; and (v) Trudon may change its registration provider from time to time on written notice to Advertiser; (vi) All Registrars' terms and conditions, mentioned above, are binding upon Advertiser by reason of Advertiser's acceptance of these Terms.

6.5 Advertiser hereby warrants in favour of Trudon that: (i) it is the lawfully entitled owner of Domain Name(s) or it has the consent of the owner to use such Domain Name(s); and (ii) in using Domain Name(s) it has not violated any intellectual property rights of whatever nature of any person who may lawfully claim title of whatever nature to such Domain Name. Advertiser indemnifies Trudon against any third party or other claim that may be instituted against Trudon as a result of the breach of such party's intellectual property rights.

6.6 Trudon has no interest in the Domain Name and nothing that Trudon does in the performance of its obligations in terms of the Domain Service shall be construed as an assumption of responsibility or liability by Trudon for attending to the Domain Service whether or not Trudon had knowledge of the Domain Name or not

### CUSTOMER CARE NO: 0860 YELLOW (086 093 5569)

JOHANNESBURG	011 677 6000	P.O. Box 10474 Johannesburg 2000
PRETORIA	012 678 9800	P.O. Box 10474 Johannesburg 2000
CAPE TOWN	021 408 1700	P.O. Box 743 Cape Town 8000
DURBAN	031 536 4000	P.O. Box 102 Umhlanga Rocks 4320
PORT ELIZABETH	041 503 9600	P.O. Box 5647 Walmer 6065
EAST LONDON	043 705 6600	P.O. Box 19102 Berea 5214
BLOEMFONTEIN	051 411 8800	P/Bag X11, Suite 8, Brandhof 9301

### CUSTOMER CARE FAX NO: 0880 11677 6344

**CUSTOMER CARE EMAIL**  
[customer@trudon.co.za](mailto:customer@trudon.co.za)

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