5.4. Trudon and the Advertiser acknowledge that this agreement constitutes the entire agreement between the parties and that those 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-etc/

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 facilitate necessary efforts to attend to the 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 authorises 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 to Trudon and/ or to the 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; (All Records of all Domain Names as 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); (ii) it has the consent of the owner to use such Domain Name(s); (iii) it is not 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(s); (iv) 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 shall retain the right to change the Domain Name as stated above if the Advertiser fails to conform to the terms and conditions set out above.

7. Non-Solicitation of Business

7.1. The Advertiser agrees not to divert business or to solicit, induce, or employ any employee of Trudon in the performance of their 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.