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, Social 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; and
• "Trudon" refers to Trudon (Pty) Ltd formally trading as TDS Directory operations (Pty) Ltd (Registration Number 1992/002262/07).

3. Duration of Contract

1.1 By its signature on the contract, the Advertiser hereby authorises Trudon to publish the advertisements 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, and "Trudon" platform refers to print, online, mobile, social, telephonic or other advertising medium owned or used by Trudon.

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 Telkom 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:

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 the winding-up of a substantial portion of its business; and

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

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 committing or entering into an agreement with any of its creditors which will be liable for a cancellation fee of 10% (ten percent) of the annual total contract value on the Electronic platform.

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

2.9.6 the monthly charge overleaf not being billed for any reason whatsoever by Trudon 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 customercare@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. The same applies for Social media bought from Facebook.

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 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 [link to website].