

## CLIENT ONLINE ADVERTISING AGREEMENT

This document serves as a binding agreement by and between The Indigenous Gardener (the "Publisher") and the Advertiser/ client.

### 1. Advertisement Display and Services

The Publisher agrees to publish the Advertisement on the Website for a specified period of days as per Advertising Package chosen on the submitted Advert Order Form

### 2. Payment

The Client agrees to pay the Publisher for publication of the Advertisement on the Website, the sum agreed as per Advertising Package chosen in the Advert Order Form. Payment is due in advance.

### 3. Content

Client shall deliver the Advertisements to Publisher digitally via email or uploaded via TIG website at least two (2) business days before the scheduled start date. The Client shall be solely responsible for providing the Advertisement in the format required for display. The Client acknowledges that Publisher will not be responsible or liable for the quality of any portion of the Advertisement that does not meet the established mechanical criteria. If at any time the Client desires to modify its content, it shall provide a written request to the Publisher specifying in detail the modification desired. The Publisher shall, within a reasonable time, effectuate the modifications to the content.

### 4. Liability

The Client shall be fully responsible and liable for the content contained in the Advertisement. The Publisher is not responsible for, and in no way warrants, guarantees, or ratifies, anything implied in the contents.

### 5. Prohibited Content

Advertisements shall not contain:

(i) any content promoting the use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content;

(ii) any content which is explicative or inappropriate language;

(iii) content promoting illegal activity, racism, hate, "spam", mail fraud, pyramid schemes, or investment opportunities or advice which is not permitted under law;

(iv) content that is libellous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by the Publisher in its sole discretion.

Use of any such inappropriate content by the Client will result in the suspension, termination and removal of the Advertisement or any other action deemed necessary by the Publisher in its sole discretion.

## 6. Acceptance

The Publisher reserves the right to review and approve the suitability of the Advertisement submitted. The Publisher may reject or cancel any Advertisement for any reason which it believes in good-faith to be detrimental. If the Publisher so rejects the Client's Advertisement or terminates its display, then this Agreement shall be terminated, and the Publisher will return any prepaid advertising fees to Client.

## 7. License

The Client grants the Publisher a limited, non-transferable, non-exclusive license to copy, use, store, set up, publicly display, publicly perform and transmit the Client's Advertisement (including any trade names, trademarks and service marks shown) during the term of this Agreement and solely in connection with this Agreement. Upon termination of this Agreement, the Publisher will remove the Client's Advertisement and cease further display of the Advertisement.

Nothing in this Agreement grants the Client any right to use the name, trademark, or service mark of the Publisher in any advertisement, sales promotion, or press release without the Publisher's prior written approval.

## 8. Proprietary Rights

The Client acknowledges that the contents of the Publisher Website, including, without limitation, all trade names, trademarks, service marks, content, text, images, software, functionality, page and other design and layout, media and other materials therein, is proprietary to or licensed by the Publisher, protected under copyright, trademark and other intellectual property laws and such contents may not be reproduced without the consent of the Publisher.

The Client retains all right, title and interest including copyright and other proprietary or intellectual property rights in the content of the Advertisement, the Client's trade names, trademarks and service marks therein.

## 9. Client Warranty.

The Client warrants to the Publisher that:

- (i) the Client has the right and authority to enter into and perform its obligations under this Agreement;
- (ii) the Advertisement shall conform to the description and specifications set forth by The Publisher;
- (iii) the Advertisement shall not constitute or be the subject of a notice or claim of any false designation of origin, false advertising or unfair competition under the law of any country;
- (iv) the Advertisement does not and shall not contain or be alleged to contain any content, work, name,

mark, designation, materials or link that actually or potentially violates any applicable law or regulation, or infringes any proprietary, intellectual property, contract or tort right of any person or misappropriates a person's trade secret, name, likeness or identity;

(v) the Advertisement contains no viruses, worms, malicious code, trap doors, back doors, timers, clocks, counters, FTP servers, or other limiting routines, instructions or designs, and no web beacons, web bugs, spy ware or other similar hidden or transparent code, script, or routine designed to gather, track or transmit information about the Publisher or the users of the Website.

#### 10. Disclaimer

The services and site are provided "as is" without warranty of any kind, express or implied and any use of the services or Website are at the Client's sole risk. The Publisher does not warrant that the services or Website will be uninterrupted or error free, nor does the Publisher make any warranty as to the performance or any results that may be obtained by use of the services or Website. The Publisher makes no other warranties, express or implied including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, concerning the subject matter of this agreement.

#### 11. Independent Contractor

The Publisher shall provide the Services as an independent contractor, and the Publisher shall not act as an employee, agent or broker of the Client. As an independent contractor, the Publisher will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. The Publisher understands that the Client will not withhold any amounts for payment of any taxes from the Publisher's compensation.

#### 12. Termination

(a) Either party may terminate this Agreement for convenience by providing fifteen (15) days written notice ("Termination Notice") to the other party.

(b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a five (5) day notice in writing. Upon receiving such notice, the defaulting party shall have five (5) days from the date of such notice to cure any such default. If the default is not cured within the required five (5) day period, the party providing notice shall have the right to terminate this Agreement.

#### 13. Assignment

The Publisher shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client and any attempt by the Publisher to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

#### 14. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by email during receiving party's regular business hours.

## 15. Governing Law

This Agreement is to be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.

## 16. Dispute Resolution

All disputes under this Agreement shall be settled by arbitration in accordance with the laws of the Republic of South Africa. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties, and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

## 17. Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

## 18. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO THE PUBLISHER BY THE CLIENT.

## 19. Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sub licensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or wilful misconduct of a party's employees or agents;

## 20. Entire Agreement; Amendment:

This Agreement is the final, complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

## 21. Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default

under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

## 22. Captions

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

Upon signing and submitting the Advert Order Form on the Website, these T & C are deemed as read, understood and agreed to.