

## **WEBSITE TERMS OF USE – Effective from 1 November 2018:**

### **1. Website terms of use**

- 1.1 These terms of use (“the Terms”) govern your (“the User’s”) use of the Cosmopolitan South Africa website, operated by Associated Media (Pty) Ltd, 9<sup>th</sup> Floor, 80 Strand Street, Cape Town, 8001 (“Associated Media”) by permission of Hearst Communications Inc, New York, New York, United States of America and located at the domain name [www.cosmopolitan.co.za](http://www.cosmopolitan.co.za) (“the Website”) and/or any applications (including mobile applications). By accessing and using the Website, the User agrees to be bound by the Terms set out herein. If the User does not wish to be bound by these Terms, the User shall immediately cease all use and refrain from further accessing the Website.

### **2. Updating of these Terms**

- 2.1 Associated Media may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted to this Website. Associated Media will notify the User of the changes by posting a prominent notice on the Website for a minimum of 10 (ten) days after the changes have become effective. The User’s continued use of this Website following the posting of changes or updates will be deemed to constitute acceptance by the User of the amended or updated Terms.

### **3. Content of the Website**

- 3.1 While Associated Media makes every effort to update the information on the Website on a regular basis, Associated Media makes no representations or warranties, express or implied, as to the accuracy, completeness or reliability of any information, data and/or content shown on the Website.
- 3.2 The content expressed on this Website is of a general informative nature and should not be regarded as any advice whatsoever. Before acting on the opinion and ideas expressed on this Website the User is encouraged to seek the appropriate advice from a qualified professional.
- 3.3 Through the Website, Associated Media provides the User with access to various resources, including, without limitation, download areas, communication forums and product information.

### **4. Use of the Website and indemnification**

- 4.1 The User will use the Website for lawful purposes only. The User will not post, nor transmit through the Website, any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal

offence, give rise to civil liability or which, without Associated Media's express approval, contains advertising or any solicitation with respect to products or services. Any conduct by the User that, in Associated Media's sole and absolute discretion, restricts or inhibits any other User from using or enjoying the Website will result in such User immediately being restricted from further use of or access to the Website. The User may not use the Website to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of any organisation, media or other online competitors of Associated Media.

4.2 Through accessing this Website, the User represents and warrants that he/she is legally entitled to agree to these Terms. If the User subscribes to any of Associated Media's product offerings and/or services then, and in such circumstances, the User warrants and represents that he/she is legally authorised and entitled to subscribe for such product offerings and/or services.

4.3 The User hereby indemnifies Associated Media against any loss, liability, damage or expense of any nature whatsoever which Associated Media or any of its affiliates may suffer as a result of the breach of any warranty provided by the User to Associated Media or the User's breach of the Terms contained herein.

4.4 Associated Media reserves the right to modify, withdraw and/or deny the User's access to this Website by any means whatsoever and at Associated Media's sole and absolute discretion.

## **5. Use of the Website Communication Services**

5.1 The Website services may include, without limitation, email, bulletin services, chat areas, news groups, forums, communities, personal pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable the User to communicate with other users (individually "the Communication Service" and, collectively, "the Communication Services"). The User agrees to use the Communication Services solely for the purpose of posting, sending and receiving messages and material relating to the Website and the products and services detailed thereon. The User will not, without limitation:

5.1.1 use the Communication Services to promote or conduct surveys, contests, pyramid schemes, chain letters, junk mail, spamming or any duplicative or unsolicited messages, advertise or offer to buy or sell any goods or services; whether of a commercial nature or otherwise;

5.1.2 defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of other users of the Website;

- 5.1.3 publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful material of any nature whatsoever;
  - 5.1.4 upload or otherwise make available files that contain images, photographs, software or any other material protected by intellectual property laws unless the owner, author and/or licensee, as the case may be, has consented to the publishing of such intellectual property on the Website, subject to these Terms;
  - 5.1.5 upload any files which contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software or programs that may damage the operation of a user of the Website's computer, mobile device or similar device in any way whatsoever (including that of Associated Media);
  - 5.1.6 download any file posted by another user on the Communication Services that the User knows or should reasonably have known cannot be legally reproduced, displayed, performed and/or distributed in such manner;
  - 5.1.7 falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in uploaded files;
  - 5.1.8 restrict or inhibit any other user from using the Communication Services;
  - 5.1.9 violate any code of conduct or other guidelines which may, in addition hereto, be applicable to a particular Communication Service;
  - 5.1.10 harvest or otherwise collect any information about another user;
  - 5.1.11 violate any applicable laws and/or regulations; or
  - 5.1.12 create a false identity for the purposes of misleading Associated Media and/or any other user/s.
- 5.2 Associated Media has no obligation to monitor the Communication Services. Associated Media reserves the right to review material posted on any of the Communication Services and to remove any materials, without providing reasons and in its sole and absolute discretion. Furthermore, Associated Media reserves the right to terminate the User's access to any or all of the Communication Services at any time, without notice or providing reasons for such termination.

- 5.3 Materials uploaded on the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination. The User is responsible for adhering to such limitations if the User downloads or copies such material.
- 5.4 Associated Media does not control and/or endorse in any way whatsoever the material posted on the Communication Services and Associated Media disclaims any liability arising therefrom. The managers and/or hosts are not authorised spokespersons of Associated Media and their views do not necessarily reflect those of Associated Media.
- 5.5 By posting, uploading, inputting, providing and/or submitting (“Posting”) the User’s materials on the Website, the User grants to Associated Media, its affiliates companies and sub-licensees and other users permission to use such materials including, without limitation, to copy, transmit, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the User’s material submission to the Website. This furthermore includes the right to publish the User’s name in connection with the User’s material submission and the right to sub-license such rights to any third party.
- 5.6 By Posting on the Website any images, photographs, pictures or other material that is otherwise of a graphical nature in whole or in part, the User warrants and represents that:
- 5.6.1 the User is the copyright owner of such images or that the copyright owner of such images has granted the User permission to make use of such images consistent with the manner and purpose of the User’s use and as otherwise permitted in terms of these Terms; and
- 5.6.2 the User has the rights necessary to grant the licenses and sublicenses described in these Terms.

## **6. User account and password**

- 6.1 If any of the Communication Services and/or any of the products or services offered by Associated Media requires the User to open an account, then the User must complete the registration process on the Website. The User warrants in such circumstances that the information provided is complete and accurate in all respects as at the date of registration.
- 6.2 The User will be required to choose a user name and password, which may be amended by Associated Media where a user name is not available for any reason.
- 6.3 The User is responsible for maintaining the confidentiality of the User’s password and account and is responsible for all activity that occurs on the User’s account. The User will notify Associated Media immediately of any unauthorised use of a User’s account or any breach in respect thereto.

Associated Media will not be responsible for any loss that may occur as a result of a third-party breach by any means whatsoever, either with or without the User's knowledge or consent. The User shall remain liable to Associated Media, or any other affected third party, due to a breach of the User's account by a third party.

## **7. Software available on the Website**

7.1 Any software that is made available to download from the Website ("Software") is, and shall remain, the intellectual property of Associated Media and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). The User will be unable to install any Software that is accompanied by a License Agreement, unless the User agrees to the terms thereof.

7.2 Save as provided for in the License Agreement, and where applicable, the Consumer Protection Act of 2008, as amended, Associated Media does not provide any warranties relating to the Software, including the merchantability, fitness for a particular purpose, title or non-infringement.

7.3 Associated Media may make available for use and/or download, tools and/or utilities. Associated Media does not make any assurances with regard to the accuracy of the results or output derived from the use of any such tool or utility.

## **8. Software, documents and Communication Services available on the Website**

8.1 In no way whatsoever will Associated Media and/or its respective service providers be liable for any special, direct or indirect, consequential damages or any damages whatsoever resulting from the loss, use, data or profits, whether in an action of contract, negligence or other delictual action, arising out of or in connection with the use or performance of the Website, Software, documents, information, provision of or failure to provide services or information.

## **9. Associated Media's details**

9.1 Associated Media's details are as follows:

9.1.1 Associated Media (Pty) Ltd (Registration Number: 2002/003460/07);

9.1.2 Principle Place of Business: 9<sup>th</sup> Floor, 80 Strand Street, Cape Town, 8001;

9.1.3 Contact Person: Technical Operations Manager – Katerina Smith at [katerina@assocmedia.co.za](mailto:katerina@assocmedia.co.za).

## **10. Copyright and intellectual property rights**

- 10.1 Associated Media provides certain information on the Website. Content displayed on the Website, including the Associated Media name and logo, or provided in email format, is provided by Associated Media, its affiliates or subsidiaries, or any other third-party owners of the content (“the Content”). All the proprietary works, and the compilation of the proprietary works, belong to Associated Media, its affiliates or subsidiaries, or any third-party owners of the rights (“the Owners”), and the content is protected by South African and international copyright laws.
- 10.2 Associated Media may make changes to the Website, the Content, or to products or services offered through the Website at any time and without notice to the User. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms, the User is not granted a license or any other right, including in terms of intellectual property rights, in or to the Content or otherwise.

## **11. Limited license to Users**

- 11.1 Associated Media grants to the User a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- 11.2 This Website and the Content may not be reproduced or otherwise exploited for any commercial purpose, without the express prior written consent of Associated Media.
- 11.3 The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative (copied or derived) use of the Website or the Content for the benefit of another merchant. The User may not frame the Website or the Content, without the express prior written consent of Associated Media.
- 11.4 Associated Media and the Owners, their affiliates or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit Content in their sole and absolute discretion.
- 11.5 Any unauthorised use of the Website will automatically terminate the license contained in this paragraph 11.

## **12. Permission to link to the Website**

- 12.1 The User may not establish a hyperlink, frame, meta-tag or any such similar reference, whether electronically or otherwise, to the Website or any subsidiary pages, without first obtaining the prior

written approval of Associated Media. Associated Media reserves the right to withhold such approval or grant such approval in its sole and absolute discretion.

### **13. Crawlers and spiders**

13.1 The User may not use any technology whatsoever to search and/or gain information from the Website and/or Associated Media, without Associated Media's prior written approval.

13.2 Information transmitted over the internet is susceptible to monitoring and interception by third parties. The User bears the sole and absolute risk of transmitting information in this manner. Associated Media will not be liable for any loss, harm and/or damages suffered by the User as a result of transmitting information of any nature whatsoever to Associated Media through the Website or otherwise.

13.3 The confidentiality of any unsolicited confidential or proprietary information sent to Associated Media over the internet cannot be guaranteed by Associated Media. If the User requires any confidential or proprietary information to be sent to Associated Media, then the User may contact Associated Media and Associated Media shall advise the User of the most appropriate method by which to transmit such information.

13.4 The Website is made available for public viewing on the basis that Associated Media excludes, to the extent lawfully permitted, all liability of whatsoever nature for any loss, harm and/or damage howsoever arising out of the use of the Website or reliance placed upon the content of the Website.

### **14. Third party links**

14.1 The Website may, from time to time, include links to third party websites. It is hereby recorded that these links are provided in order to enhance certain featured content on the Website. These links are not intended to signify that the supplier endorses or otherwise has any responsibility for the content of the linked third party website. Use of these third party links are at the User's sole and absolute discretion and risk.

14.2 Associated Media does not endorse or approve, whether express or implied, any third party's advice, opinion, information or otherwise of any nature whatsoever.

### **15. No contractual relationship**

15.1 Save for these Terms and the Privacy Policy, nothing in the Website is intended to be nor should be construed as a contractual relationship between Associated Media and the User.

## **16. Applicable law**

16.1 Use of the Website and/or any dispute arising in relation thereto shall be subject to the laws of the Republic of South Africa and the User agrees to be bound to the exclusive jurisdiction of the courts of the Republic of South Africa. The party against whom legal proceedings are instituted shall be liable to the aggrieved party for any and all costs occasioned in respect of any legal proceedings so instituted by the aggrieved party on the scale as between attorney and client, including collection commission, if any.

## **17. Privacy Policy**

17.1 A full Privacy Policy document may be accessed [here](#).

17.2 We will not use your information for any other purpose but to render necessary and specifically requested services to you. This information will never be disseminated to third parties, whether for profit or otherwise.

## **18. Email Communications**

18.1 All email communications from Associated Media are intended for the addressee only, are privileged and confidential in nature and any unauthorised dissemination or copying of any such communications or the information contained therein is strictly prohibited.