



**TERMS AND CONDITIONS OF**

**PODCAST CONNECTION (PTY) LTD  
(HEREINAFTER REFERRED TO AS "THE AGENT")**

## GENERAL TERMS AND CONDITIONS:

### 1 DEFINITIONS AND INTERPRETATION

The headings of the clauses in this Terms and Conditions are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Terms and Conditions nor any clause hereof. Unless a contrary intention clearly appears:

#### 1.1 Words importing:

- 1.1.1 any one gender includes the other gender;
- 1.1.2 the singular includes the plural and *vice versa*; and
- 1.1.3 natural persons include created entities (corporate or unincorporated) and the state and *vice versa*;

#### 1.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

- 1.2.1 "**Account**" means a record of the Guest's interview history and Podcast Credits available, which Podcast Credits shall be updated with each payment of the Guest's Subscription Package;
- 1.2.2 "**Agent**" means Podcast Connection (Pty) Ltd with registration number: 2020/175581/07 including its staff and stakeholders and carrying out services through podcastconnection.org, as further specified in these terms and conditions.
- 1.2.3 "**Agreement**" means these terms and conditions and any annexures, including the Privacy Statement, as amended from time to time;
- 1.2.4 "**Billing Period**" shall mean one calendar month and shall be the standard period for all charges and payments under these terms and conditions. The Billing Period shall commence on the date of registration or sign-up of a particular Subscription Package by the Client and shall continue on recurring basis.
- 1.2.5 "**Client**" means the person (including juristic and natural persons) who has engaged the Services of the Agent by means of a Subscription Package and/or as otherwise agreed to in writing by the Parties;
- 1.2.6 "**Completed Interview**" means the interview conducted between the Guest and the Host subsequent to the confirmed booking;
- 1.2.7 "**Confirmed Booking**" means the set date and time for a podcast interview as agreed to by and between the Host and Guest, in writing or verbally;
- 1.2.8 "**Estimated Reach**" means an indication of the amount of listeners the Guest is expected to reach from an interview on a specific podcast show, which estimation is determined by the Agent according to a custom algorithm;
- 1.2.9 "**Host**" means the authorised person and/or representative and/or agent of a particular podcast who liaises with the Agent and/or the Guest on behalf of the podcast show which he represents. This may or may not include the actual host of a given podcast show.
- 1.2.10 "**Personal information**" or "**Your information**" means "Personal information", "your information" or "information" are used interchangeably in these terms and conditions and all mean any and all information the Client provides to the Agent in using this Site including, but not limited to:

- 1.2.9.1 Registration details including the Client's name, address, telephone and other contact numbers;
  - 1.2.9.2 The Client's credit card details or any other payment and financial information;
  - 1.2.9.3 Unique identifiers including the Client's company name and VAT number;
  - 1.2.9.4 The information that we learn about you as a result of your use of this Site;
  - 1.2.9.5 The information obtained from you in confirmation of your identity, address and contact information for security and verification reasons;
  - 1.2.9.6 That information defined as personal information in section 1 of the Protection of Personal Information Act.
- 1.2.11 **"Podcast Credits"** means distinctive credits which are linked to an Account, which are credited upon actual payment received from the Guest to the Agent (or upon completing registration) and debited accordingly for services rendered by the Agent, including but not limited to Confirmed Bookings and/or completed interviews and/or penalties and/or start-up costs as advised in writing by the Agent. The amount of Podcast Credits which may be debited on an Account is determined by the Tier in which a particular podcast is classified by the Agent.
- 1.2.12 **"Podcast Interview"** means an event during which the Host interviews the Guest with the intention of recording and publishing the content of such event to a platform accessible to the Host's designated audience;
- 1.2.13 **"Podcast Opportunity"** means an interview agreed to by the Host of the Guest, as proposed by the Agent, prior to a Confirmed Booking. Podcast Credits are not debited for Podcast Opportunities.
- 1.2.14 **"Podcast Show"** means an episodic series of spoken word digital audio files by a designated person about a particular topic which is downloadable by users. This may or may not be the actual Host itself;
- 1.2.15 **"Services"** means the services rendered by the Agent to the Guest in accordance with the Subscription Package selected by the Guest and/or such other services as may be rendered by the Agent to the Client from time to time;
- 1.2.16 **"Subscription Package"** means the monthly recurring payment option selected by the Guest for and in respect of specified services to be rendered by the Agent associated with the selected package, which package will further determine the amount of Podcast Credits to be received by a Client upon having made payment therefor.
- 1.2.17 **"Tier System"** means a categorization structure subdivided into 12 (twelve) Tiers each with its Podcast Credits, which the Agent uses in order to measure the Estimated Reach that the Guest will obtain from an interview with a particular Podcast Show.
- 1.2.18 **"Tier"** determines the Estimated Reach of a particular Podcast Show as assigned by the Agent as well as the amount of Podcast Credits to be deducted from the Client's account.
- 1.2.19 **"Guest"** means the client;
- 1.2.20 **"Parties"** means the Agent and the Client and **"Party"** shall mean either one of them as the context requires;
- 1.2.21 **"Protection of Personal Information Act"** or **"POPIA"** means the Protection of Personal Information Act, 4 of 2013 as amended from time to time;
- 1.2.22 **"Site" or "Website"** means the internet website of the Agent from time to time, currently <https://podcastconnection.org/>.
- 1.2.23 **"Start-up Costs"** means those costs payable by the Client as contemplated in clause 4.2.1;

1.2.24 “VAT” means Value-Added Tax levied in terms of the Value-Added Tax Act, 89 of 1991.

- 1.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of these terms and conditions.
- 1.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.5 Where any term is defined within the context of any particular clause in these terms and conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of these terms and conditions, notwithstanding that that term has not been defined in this interpretation clause.
- 1.6 The expiration or termination of these terms and conditions shall not affect such of the provisions of these terms and conditions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

## **2. THESE TERMS AND CONDITIONS**

- 2.1 These terms and conditions constitute a binding agreement between the Client and the Agent. If you, as Client, are uncertain, or you do not agree with the terms and conditions or any of the annexures then you should not accept them by registering.
- 2.2 By entering any personal information on this Site in the creation of an account, in registering with the Agent and/or by selecting a Subscription Package thereby accepting these terms and conditions, you consent to the processing of your personal information by the Agent in terms of the Protection of Personal Information Act.
- 2.3 These Terms and Conditions shall apply to any Client of the Agent to whom services have been rendered by the Agent in accordance with the selected Subscription Package selected by the Client and shall govern the services rendered.
- 2.4 The purchase of any Subscription Package by the Client is subject to these terms and conditions and by placing and accepting any Subscription Package the Client irrevocably agrees to be bound by these terms and Conditions.
- 2.5 These terms and conditions shall apply to the Client for the duration of the Subscription Package unless terminated in accordance with clauses 9.4 and 10.2. In the event that there is no duration associated with a particular Subscription Package, then these Terms and Conditions shall endure indefinitely unless terminated as aforesaid.
- 2.6 The Agent reserves the right in its sole discretion to change any or all of these terms and conditions from time to time on the Site and shall notify the Client of any change 1 (one) month in advance.
- 2.7 These terms and conditions must be read in conjunction with Annexure A.
- 2.8 Notwithstanding anything to the contrary contained in these terms and conditions:
  - 2.8.1 in the event of a conflict between the provisions of these terms and conditions and any of its annexures, these terms and conditions shall prevail to the extent of the conflict.
- 2.9 The Client acknowledges that –

2.9.1 The Agent will not become involved in any dispute between any Host and Client arising out of, or in connection with any Podcast Opportunity and/or Podcast Interview and/or Podcast Show and/or these terms and conditions. The Agent reserves the right at its sole discretion to mediate between two parties should the conduct of either party impact on the reputation and or image of the Agent's business.

2.9.2 The Estimated Reach is based on a custom algorithm by the Agent and is not guaranteed and no liability of whatsoever nature shall arise in respect of the Agent in this regard.

### **3. SERVICES AND SUBSCRIPTION PACKAGE**

3.1 The Agent shall perform the Services as more fully set out in the Subscription Package as per annexure "A" hereto.

3.2 In order to accept a Subscription Package, the Client must –

3.2.1 Select which monthly Subscription Package the Client wishes to purchase;

3.2.2 Complete his/her details; and

3.2.3 Make and/or select a payment option of the Subscription Package by means of any payment method specified and/or available on the Site, or as otherwise agreed in writing between the parties.

3.3 Once a Subscription Package has been selected and accepted by the Client, it will continue and automatically renew on a monthly basis, without any notification to the Client. Should the Client wish to cancel the subscription, the Client is free to do so at any given time, subject to clause 9.4.

3.4 Subject to the Client having made payment to the Agent of any deposit and/or amounts payable to the Agent, the Services shall:

3.4.1 commence upon the issuing of Podcast Credits; and

3.4.2 if any deposit and/or amounts payable to the Agent is not received within 60 (sixty) days, then the Subscription Package shall immediately be cancelled without notification to the Client and the Agent shall be entitled to recover any damages for any services rendered prior to cancellation.

3.5 Upon securing a Confirmed Booking, the Client's Podcast Credits are reserved and deducted only upon completion of the Podcast Interview.

### **4. RESPONSIBILITIES**

4.1 The Agent shall be responsible for the following –

4.1.1 Making contact with Hosts on behalf of the Guest with an application form including, but not limited to, professional marketing material with content consisting of format and information as approved by the Guest beforehand. Each reach-out e-mail and form is personalised to highlight the Guest's particular experience and expertise in the most effective and best possible way for purposes of increasing the chances of potential Podcast Opportunities and Confirmed Bookings.

4.1.2 Requesting prior approval from the Guest in respect of any documents, marketing material and/or any form of medium which the Agent uses to represent the Guest;

4.1.3 Providing the Guest with a list of upcoming Confirmed Bookings and the history of previous Confirmed Bookings for the Guest's record purposes. Each Confirmed Booking will be documented along with the Tier and Podcast Credits debited;

- 4.1.4 Supplying a monthly statement reflecting the remaining Podcast Credits including any added Podcast Credits available in the Guest's Account;
  - 4.1.5 Presenting each Podcast Opportunity to the Guest along with the Tier and the Podcast Credits deductible upon accepting the Podcast Opportunity;
  - 4.1.6 Providing sufficient Podcast Opportunities in order to debit the number of Podcast Credits associated with the Guest's selected Subscription Package; and
  - 4.1.7 Perform all services to the reasonable satisfaction of the Client;
- 4.2 The Guest shall be responsible for the following –
- 4.2.1 Paying the Agent's start-up costs, which shall be 20 Podcast Credits, as may be amended from time to time, which are deductible from the Client's account upon registering and/or signing up for a particular Subscription Package;
  - 4.2.2 Responding to messages from, and providing information required by the Agent in a timely manner for purposes of fulfilling its responsibilities and rendering the particular services;
  - 4.2.3 Accepting or declining a Podcast Opportunity within 4 (four) working days after the Agent has presented it;
  - 4.2.4 Completing any procedures and protocol which may be required by the Host and which cannot be completed by the Agent, including but not limited to submitting personal information, signing waivers or forms and/or any other procedures which the Agent is unable to complete alone in order to complete a Confirmed Booking;
  - 4.2.5 Notifying the Agent in writing of the confirmed date of a scheduled interview within 4 (four) working days after the Confirmed Booking arose;
  - 4.2.6 Completing the Podcast Interview with the Host in accordance with the Confirmed Booking;
  - 4.2.7 Ensuring timeous and full payment for the selected Subscription Package on a monthly basis as set out in clause 1.2.4.
  - 4.2.8 Clearly and timeously specify its requirements and/or specifications, and provide his/her instructions and all relevant information to the Agent, as may be required, to allow the Agent to render the Services;
  - 4.2.9 Notifying the Agent if the Host and/or the Client wishes to either cancel or reschedule any Confirmed Booking, Podcast Interview or Podcast Show;
  - 4.2.10 In the event of declining a Podcast Opportunity presented by the Agent, providing a sufficient reason to the Agent in this regard together with suggestions and/or the Guest's preferred criteria for future Podcast Opportunities.
- 4.3 Where there is any dispute of payment made by the Guest to the Agent, proof thereof shall be furnished to the Agent forthwith upon its request.

**5. CONSENTS AND APPROVALS**

All consents and approvals necessary for the Services shall either be obtained by the Client and provided to the Agent timeously or obtained by the Agent.

**6. SERVICE LEVEL AGREEMENT**

- 6.1 The parties shall at all times endeavour to perform their respective obligations with good faith and in this regard, the parties shall attempt to resolve any dispute between them amicably.
- 6.2 Should the Client be dissatisfied with the services rendered by the Agent after purchasing and/or registering a Subscription package, the Client shall provide a refund request accompanied by adequate proof that the Agent has not fulfilled one or more of its responsibilities in accordance with clause 4.1.
- 6.3 In the event that the Client has complied with clause 6.2 above, a refund may at the sole discretion of the Agent be issued at 3\$ per Podcast Credit remaining in the Client's Account. In deciding whether a refund shall be due, the Agent shall take into consideration the averments by the Client, the proof provided and any other relevant factor as the case may be.
- 6.4 Any Podcast Credits debited at any stage prior to the refund request are non-refundable unless the Client can provide adequate proof that the services in respect of which the Podcast Credits were debited, have not been rendered by the Agent.

## **7. PENALTIES**

### **7.1 Slow Responses to Podcast Opportunities:**

7.1.1 If the Client fails to respond to a Podcast Opportunity provided by the Agent within 4 (four) working days from date of notification, then the Client shall forfeit 1 (one) Podcast Credit for every 1 (one) day thereafter that the response is delayed. This penalty is limited to the number of Podcast Credits of the Tier assigned to the Podcast Show, equal to the Podcast Opportunity's tier.

7.1.2 Notwithstanding clause 7.1.1, this penalty is not applicable in the event that the Client notifies the Agent in advance of dates during which the Client will not be able to communicate.

### **7.2 Subscription Package Payment Failures:**

7.2.1 Should the Agent fail to receive actual payment of the Subscription Package due to non-payment by the Client or due to any reason whatsoever as result of the fault of the Client, and without a registered cancellation, the Podcast Credits for the selected Subscription Package will not be issued to the Client's Account.

7.2.2 In addition to clause 7.2.1, the Agent's services will be suspended effective immediately until full and satisfactory payment from the Client has been received by the Agent.

## **8. PODCAST CANCELLATION POLICY**

### **8.1 By the Host:**

8.1.1 In the event of cancellation or failure to complete the Podcast Interview for any reason whatsoever, the Agent will liaise with the Host in an attempt to reschedule the Podcast Interview to a different time and date as may be agreed upon by the Parties.

8.1.2 In the event that the Agent is unable to reschedule the Podcast Interview thereby causing the Podcast Opportunity to be lost, the Booking Confirmation will be null and void.

8.1.3 Should the Booking Confirmation referred to in clause 8.1.2 above have been debited from the Client's available Podcast Credits, then such credits will be refunded and credited to the Client's account accordingly.

### **8.2 By the Client:**

- 8.2.1 In the event of cancellation or failure to complete the Podcast Interview for any reason whatsoever, subsequent to a Booking Confirmation, the relevant Podcast Credits will be debited from the Client's Account and no refund and/or credit will be issued in this regard.
- 8.2.2 The Agent will assist in rescheduling the booking without any guarantee or liability whatsoever should a subsequent booking not be confirmed.

## **9. PODCAST CREDITS IN DEFICIT OR SURPLUS**

### 9.1 In Surplus:

- 9.1.1 If the Client's account has a surplus amount of Podcast Credits at the start of a new month, the full amount of remaining Podcast Credits shall carry over from the previous month.
- 9.1.2 The new month's related Podcast Credits will be added to the remaining surplus Podcast Credits of the Client's account accordingly.

### 9.2 In Deficit:

- 9.2.1 If the Client's account has a deficit amount of Podcast Credits at the end of each month, the following month's Subscription Package related Podcast Credits will be added to the deficit amount of Podcast Credits reflecting the new account balance.

### 9.3 Purchasing Additional Podcast Credits:

- 9.3.1 The Client may purchase additional Podcast Credits at any stage at the rate of 3\$ per credit. This rate is subject to an annual review by the Agent.
- 9.3.2 Upon having received payment of additional Podcast Credits purchased by the Client, same shall be credited to the Client's account accordingly.

### 9.4 Cancellation of Subscription Package with a deficit amount of Podcast Credits:

- 9.4.1 The Client may not cancel the Subscription Package in the event of a deficit amount of Podcast Credits in his account.
- 9.4.2 The Client shall be liable for payment to the Agent of the deficit amount of Podcast Credits and shall continue paying the Subscription Package alternatively purchase new Podcast Credits until such time as the Podcast Credits balance have reached 0 (zero).
- 9.4.3 Should the Client's account reach a 0 (zero) balance or surplus in Podcast Credits, only then shall the Client be able to cancel the Subscription Package.

## **10. VALUE-ADDED SERVICES**

- 10.1 All value-added services ("VAS") associated with a particular Subscription Package can be found on the Site and more particularly at the following URL:

<https://podcastconnection.org/pricing/>

- 10.2 The Agent shall perform the VAS as referred to in clause 10.1 as far as necessary in accordance with these terms and conditions, and clauses 10.5 and 10.6 below.
- 10.3 The Agent shall only be required to perform and deliver the VAS, as may be amended from time to time, associated with the particular selected Subscription Package which the Guest has selected and paid for.



- 10.4 Notwithstanding clause 10.3, the Agent may at its sole discretion provide the Guest with additional VAS as it sees fit. Such additional VAS where provided, do not form part of the legal relationship between the Agent and the Guest and the Agent may withdraw or change such additional VAS at any time.
- 10.5 **Sponsor Fund:** For Subscription Packages that include the 'Sponsor Fund' VAS, such VAS will be provided by the Agent to the Guest as follows:
- 10.5.1 Upon each successful recurring payment by the Guest, the Agent will transfer 7% of the total funds received into a 'Sponsor Fund' account dedicated to the Guest.
- 10.5.2 The amount in the Sponsor Fund may be used strictly and solely for Podcast Opportunities wherein the Host requires a payment in order for the Podcast Opportunity to become a Confirmed Booking. The aforesaid amount shall not be used for any other purpose whatsoever.
- 10.5.3 The Agent reserves the right to use the funds accumulated in the Sponsor Fund at its sole discretion and may elect, without having to provide any reason, to withhold the usage of such funds.
- 10.5.4 The funds accumulated in the Sponsor Fund are not redeemable and/or refundable to the Guest upon the cancellation of a Subscription Package or Account.
- 10.5.5 The Agent will not deduct the 7% in funds from the Podcast Credits payable to the Guest.
- 10.6 **Free Professional Mic Bundle:** For Subscription Packages that include the 'Free Professional Mic Bundle' VAS, such VAS will be provided by the Agent to the Guest as follows:
- 10.6.1 A bundle, kit or package of audio recording gear chosen by the Agent will be purchased by the Agent, at no additional to the Guest, and delivered to an address nominated by the Guest.
- 10.6.2 The Agent shall not accept any liability of whatever nature and however arising, where the wrong shipping and/or delivery address is provided.
- 10.6.3 The Agent shall not accept any liability of whatever nature and however arising if the products fail to be delivered due to the fault of the courier or shipping service and/or due to any circumstances beyond the Agent's immediate control.
- 10.6.4 The Agent shall not be liable for any visible damage and/or damage of whatever nature and however arising, to the bundle, kit or package of audio recording gear and the goods in this respect upon receipt thereof, or upon delivery to the Guest and thereafter, and in this regard the Guest shall indemnify, defend and hold the Agent harmless against any such claims or demands from any and all parties.

## 11. **DEFAULT AND TERMINATION**

### 11.1 **Default by the Client**

#### 11.1.1 Should the Client:

11.1.1.1 fail to make payment of the Subscription Package after a period of 60 (sixty) calendar days without any prior agreement with the Agent in this regard, this shall place the Client in immediate default of these terms and conditions; and/or

11.1.1.2 commit any other breach of these terms and conditions;

then the Agent may, without prejudice to any other rights it may have, immediately cancel these terms and conditions and/or the Subscription Package.

### 11.2 **Termination by either Party**

11.2.1 The Agent reserves the right to suspend or terminate some or all of the services including the Subscription Package, and/or terminate the agreement, at its sole discretion, subject to 7 calendar days' prior written notice to the Client. In the event of cancellation by the Agent for any reason other than that mentioned in clause 11.1 above or 11.2.2 below, then the Agent

shall refund the Client in respect of any unused Podcast Credits at \$3 per Podcast Credit remaining in the Client's account.

11.2.2 Either party shall be entitled, subject to Clause 9.4, to terminate these terms and conditions forthwith upon written notice to the other in the following instances:

11.2.2.1 if the other Party commits an act of insolvency, proposes a general compromise with its creditors or any class of creditors or adopts or proposes a resolution for its winding up;

11.2.2.2 a third party applied for the liquidation or winding up on a Party;

11.2.2.3 a Party in placed into liquidation (whether provisionally or finally) or under business rescue;

11.2.2.4 a Party generally ceases to conduct its business or trade or disposes of a major part or all of its material business assets.

11.2.3 Subject to Clause 9.4, the Client may cancel the subscription package within 30 calendar days of subscribing and/or registering without any specific reason given. In the event of cancellation by the Client within this time period, then the Agent shall refund the Client in respect of any unused Podcast Credits at \$3 per Podcast Credit remaining in the Client's account.

11.2.4 Notwithstanding any provision contained in these terms and conditions, the Client may only terminate these terms and conditions and its Subscription Package subject to and in accordance with Clause 9.4 read with Clause 3.3 above.

## **12. EFFECT OF CANCELLATION**

12.1 In the event of a cancellation or termination, for any reason, of these terms and conditions:

12.1.1 all amounts due to the Agent as at the date of cancellation or termination of these terms and conditions shall remain immediately payable to the Agent.

## **13. INDEMNITIES AND LIMITATION OF LIABILITY**

13.1 Under no circumstances shall the Agent be liable to the Client for consequential, indirect, delictual, special or any other damages of any nature whatsoever and howsoever arising.

## **14. WARRANTIES**

14.1 The Parties warrant to each other that:

14.1.1 They are not precluded from entering into these terms and conditions by reason of any existing arrangement, contractual or otherwise.

## **15. DOMICILIUM CITANDI ET EXECUTANDI**

15.1 The Contractor chooses as its *domicilium citandi et executandi* for all purposes in terms of these terms and conditions, the following address:

Physical Address: **303 HEREFORD ESTATE SULTAS STREET, PRETORIA EAST, 0157, IRENE, 0157**

Email: erick@podcastconnection.org

- 15.2 The Client chooses as its *domicilium citandi et executandi* for all purposes in terms of these terms and conditions, the email address and other contact details used to select the Subscription Package.
- 15.3 Either Party shall be entitled to change its domicilium addresses with not less than 7 (seven) days' written notice to the other.
- 15.4 Any notice required in terms of these terms and conditions, shall be in writing and shall either be delivered by hand, sent by registered post or sent by email:
- 15.4.1 in the event of delivery by hand, such notice shall be deemed to have been received upon the date of delivery;
- 15.4.2 in the event of delivery by registered post, such notice shall be deemed to have been received on the fourth day from the date of posting;
- 15.4.3 in the event of delivery by email, such notice shall be deemed to have been received on the business day following the date of transmission of such email.
- 15.5 Notwithstanding that where written notice is not given strictly in accordance with the terms of this Agreement, such notice shall be deemed to be effective notice if it can be proved that such notice was actually received by the addressee.

**16. WHOLE TERMS AND CONDITIONS**

These terms and conditions, including annexures hereto, constitutes the entire Terms and Conditions between the Agent and the Client. No representations or warranties have been given by any Party to the other, save as recorded herein.

**17. SEVERABILITY**

Any provision in these terms and conditions which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these terms and conditions shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as *pro non scripto* (as if it was never written) and severed from the balance of these terms and conditions without invalidating the remaining provisions of these terms and conditions or affecting the validity or enforceability of such provision in any other jurisdiction.

**18. WAIVER**

Other than provided for in these terms and conditions, no extension of time or waiver or relaxation of any of the provisions or terms of these terms and conditions or any agreement or other document issued or executed pursuant to or in terms of these terms and conditions shall operate as an estoppel against any Party in respect of its rights under these terms and conditions, nor shall it operate so as to preclude such Parties thereafter from exercising its rights strictly in accordance with these terms and conditions.

**19. CESSION**

The Agent shall be entitled to cede its rights and/or obligations in terms of these terms and conditions or any part thereof without the prior written approval of the Client. The Client shall not be entitled to cede or assign its rights and/or obligations under these terms and conditions to any third party without the prior written consent of the Agent.

**20. GOVERNING LAW**

These terms and conditions shall be governed by the laws of the Republic of South Africa.

**21. NON-VARIATION**

No variation or agreed cancellation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by both parties in hand and ink.

**22. COSTS**

22.1 Any costs, including attorney and own client costs, incurred by the Agent arising out of the breach by the Client of any of the provisions of these terms and conditions shall be borne by the Client in breach, on the scale as between attorney and client, on a full indemnity basis.

ANNEXURE A CLIENT INFORMATION	
Full Name / Registered Name of Entity:	
Identity / Registration Number:	
Trading Name (if applicable):	
VAT Registration No. (if applicable):	
Contact Person:	
Telephone Number:	
Fax Number:	
Cellphone Number:	
Email Address:	
Physical Address:	
Postal Address:	
Accounts Contact Person:	
Accounts Telephone Number:	
Accounts Cellphone Number:	
Accounts Email Address:	
Website details:	

### **SUBSCRIPTION PACKAGE**

Standard Subscription Package rates can be found on our website at: <https://podcastconnection.org/pricing/>

TIER SYSTEM RATES					
PODCAST TIER	ESTIMATED REACH	CREDITS DEDUCTIBLE	PODCAST TIER	ESTIMATED REACH	CREDITS DEDUCTIBLE
1	1 – 199	10	7	5550 – 9999	240
2	200 – 399	18	8	10000 – 16999	392
3	400 – 799	32	9	17000 – 24999	567
4	800 – 1499	50	10	25000 – 34999	700
5	1500 – 2999	77	11	35000 – 40999	900
6	3000 – 5499	132	12	50000 – 70000	1167

**\*The above estimate reach indicators are merely estimates. No guarantee of whatsoever nature thereof is provided and the Agent shall not be held liable for failure to obtain such reach. The above estimated reach indicators are further provided above and in these terms and conditions, without guarantee, express or implied, by common law, statute or otherwise.**