

## **PAPER VIDEO'S TERMS AND CONDITIONS OF WEBSITE USE AND SERVICES**

By accessing or using [www.papervideo.co.za](http://www.papervideo.co.za), its related application, or any of its related blogs, websites, or platforms (collectively, "**the Website**"), owned by Paper Video (Pty) Ltd (reg: 2015/010551/07) ("**Paper Video**") or any of its Services, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**Terms**"), in conjunction with any additional Paper Video terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by Paper Video.

Please see Paper Video's distinct sections on Intellectual Property, and Disclaimers & Indemnities.

**Please pay specific attention to the BOLD paragraphs of the Paper Video Terms. These paragraphs limit the risk or liability of Paper Video, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Paper Video or is an acknowledgement of any fact by you.**

**Please read these terms carefully before accessing or using the Website or Services. Paper Video will assume you have read and understood these terms should you continue to access or make use of the Website.**

### **It is important to note the following:**

- The terms "**user**", "**you**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Website or using the Services for any reason whatsoever. Accordingly, the terms "**us**", "**our**" or "**we**" refers to Paper Video or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 22 April 2021.

## **1. INTRODUCTION TO THE WEBSITE AND SERVICES**

- 1.1. Paper Video provides online and offline platforms and tools providing various services, including but not limited to providing users with online and offline access to various schooling and post-schooling grades' past exam papers, exam questions, learning videos, explanatory videos and many other useful content types to assist learners and teachers in supplementing their education and improve their schooling performance (collectively, the "**Services**").
- 1.2. These Terms explain the conditions applicable to how users must make use of the Website and the core provisions applicable to a user's use of any Services derived from Paper Video.
- 1.3. In return for using some of the Services available, the user may have to pay a fee to Paper Video or another third party ("**Fee**"), but same Fee will be detailed to you on the Website before you incur such a Fee, or in any further Service-specific agreement you may conclude with Paper Video or another third party. Please see our Website for a breakdown of the Fees and/or request from us directly a copy of the Fee options in PDF format.
- 1.4. In order to use most of the Services, users must register on the Website using the prompted methods and submit any required information to create a user Profile.
- 1.5. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Paper Video uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

- 1.6. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

## 2. RELATIONSHIP BETWEEN THE PARTIES AND REGULATORY OVERSIGHT

- 2.1. **For all Services provided, Paper Video does not have an agent, intermediary, advisory nor representative relationship with any user. Your use of the Website or the Services is entirely at your own risk and based on your own volition and expertise.**
- 2.2. **Paper Video does not provide any regulated educational, financial, advisor nor payment services. As such, the Services are not subject to oversight or regulation by any regulatory authority in South Africa, other than those concerning general consumer rights.**
- 2.3. **Whilst all content provided by Paper Video emanates from, and is based on, existing national curricula programmes, exams and tests in South Africa, our content is not verified nor regulated by any South African educational regulator (such as UMALUSI or SAQA).**

## 3. USER REGISTRATION PROCESS

- 3.1. There are 4 (four) main user types: students, parents, teachers and/or sponsors.
- 3.2. In order to make use of the full suite of Services, you must complete the necessary registration process detailed on the Website and acquire a Profile. You further agree to provide accurate, current and complete information during the registration process and to update such information as and when it changes.
- 3.3. Once registered, the user is allocated a unique Profile which is under their control and which can be manipulated by the relevant Profile owner/authorised third-party user (such as parents to student users) using the various tools made available on the Website. Some of the features of the Website used by a user may automatically make adjustments or manipulate a Profile in accordance with the tool's functions.
- 3.4. There is also an available function which is a tick box that the students (or parent creating accounts on behalf of their child(ren)) can tick which confirms that they are allowing their data to be shared on their school's dashboard. Once that is done, the student will appear on the school's dashboard, at which point a teacher user Profile linked to that school can accept the student onto the school's dashboard.
- 3.5. Further, sponsor users can be linked to multiple schools to observe the user's Profile activities thereon, but has no write permission over a school's dashboards, and can only read it.
- 3.6. Paper Video requires you to submit your full name, email address/mobile number and selected password when registering a Profile. Users may then set up additional features of their Profile, depending on the exact Services acquired, as prompted by the Website.
- 3.7. To protect your privacy and security, the Website takes reasonable steps to verify your identity by requiring your chosen password together with your provided email address or mobile number in order to grant access to your Profile and data. To view or change your personal information provided, you can go to the profile section under your account.
- 3.8. By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority to act on behalf of a corporate entity (including schools). You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your login details or password with anyone.
- 3.9. Please see Paper Video's [Privacy Policy](#) regarding more details on how Paper Video uses and processes your personal information.

## 4. THE SERVICES

- 4.1. For further and exact information on the various Services currently offered by Paper Video, or those specific to you, please consult the relevant [Home](#) and/or [FAQ](#) page on the Website or please contact [contact@papervideo.co.za](mailto:contact@papervideo.co.za) for further assistance.

- 4.2. For general information purposes, and subject to further information relating to these Services made available by Paper Video on the Website or elsewhere, the following details some of the exciting offerings which constitute our Services available to users:

**4.2.1. Gaining access to past exam papers, questions, learning materials, preparation content and explanatory videos in an easy online format:**

- 4.2.1.1. Users, whether school students or otherwise, can obtain up-to-date and past exam papers on our Website and application to assist their learning progress, as well as use our excellent online videos to guide users when they may get stuck or have queries relating to their learning content.
- 4.2.1.2. Our content is also linked together, so that each resource sits within a rich learning context. This linking allows you to move between conceptual learning and revision, across topics and grades within each subject.
- 4.2.1.3. All guidance provided in this regard is for information and informal education purposes only, where the user must still use their own volition and expertise when using any such information/guidance for their own unique learning purposes.

**4.2.2. Using our Offline SD Card content package when internet is not available:**

- 4.2.2.1. You can also access our great content and exam/question papers offline when internet is not available to you, by purchasing and using our Offline SD Card package on a suitable device.
- 4.2.2.2. The content on the offline resources is a subset of the content on the Website, for a given grade and subject.
- 4.2.2.3. You can purchase our Offline SD Card package by following the relevant prompts on the Website.
- 4.2.2.4. Users of this Service understand that some functionality and content available on the Website may not be available on the Offline SD Card.

**4.2.3. School users and other sponsors:**

- 4.2.3.1. Users can also sponsor other users' access to the Services/Website by contacting and contracting with us directly to sponsor and/or link other users to their Profile and associated Service/Website access.
- 4.2.3.2. School and sponsor users will be verified before being made active on our system. Accordingly:
  - 4.2.3.2.1. these user types must first verify their email or mobile number as per our usual processes when registering a Profile; and
  - 4.2.3.2.2. be subject to our own internal verification procedure which includes contacting this user and discovering more information about them.

- 4.3. **You agree and understand that any information, exam/question papers, guidance or training provided to any user on the Website or as part of the Services, is general in nature and is not specific to any particular user for any specific educational need of that user unless otherwise specified. A user is at all times responsible for their own decisions and actions relating to the Website and Services, where any such information provided by Paper Video is only ever general in nature.**

**5. PAYMENT FOR PAPER VIDEO SERVICES**

- 5.1. For the use of Website and some of the Services, there is no Fee charged to the user, but the use of particular Services and the purchase of an Offline SD Card package does attract a Fee to be paid by the user to Paper Video. Paper Video will charge the Fee to the user making use of the following Services on the following basis:

- 5.1.1. Free access to certain Services:

- 5.1.1.1. Users can make use of our various Free Services access features, where users can, for absolutely free, gain access to and use certain limited content and features for their learning.
- 5.1.1.2. Users can access the Free Service access features by following the correct Free Service access prompts on the Website and choosing that package when prompted.
- 5.1.2. Monthly-paid subscription packages to access all Services and Website features:
  - 5.1.2.1. In order to gain full access to the relevant tiered package Services and/or the full Website with their own unique access and content abilities, users must make application for same subscription package tier using the relevant links and prompts on the Website and purchase one of the following subscription packages available: **Standard** or **Premium**.
  - 5.1.2.2. **Standard** and/or **Premium** packages are billed from the day you first subscribe, and you will be rebilled on the same day of each following month thereafter. You can cancel at any time before the next billing day and will continue to have access to your subscription until the next billing day, after which you will not be billed again, and your subscription will end.
- 5.1.3. One-off payment for Offline SD Card package:
  - 5.1.3.1. Users can purchase the Offline SD Card package from Paper Video by selecting the “offline” tier when making their relevant grade and subject selections (recognising that offline packages are only available for select grades and subjects only).
  - 5.1.3.2. Please see below for further conditions relating to the purchase of our Offline SD Card package from us.
- 5.2. Invoices will be both emailed, in such cases as an email address is provided on your profile, as well as being made available for download on your profile.
- 5.3. For an indication of the monthly subscription and/or Offline SD Card package Fees to be expected for those Services available from Paper Video, please see our Website for a breakdown of the Fees and/or request from us directly a copy of the Fee options in PDF format.
- 5.4. Paper Video is committed to providing secure online payment facilities for the payment of any Fee to us. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service provider, [Peach Payments](#).
  - 5.4.1. Users understand that when using Peach Payments to action an EFT or payment via their plug-in service linked to the Website, you will be using their private and independent services not linked to Paper Video in any way. As such, you may be subject to Peach Payments’ own terms of service, and will be liable to them for any actions performed with their services.
- 5.5. All advertised prices for Services and Fees shall be inclusive of Value Added Tax (“VAT”) and any other applicable taxes/fees, unless otherwise stated and required by law. Any such additional charges and VAT which will apply to a particular transaction, will be clearly indicated to you upon checking-out.
- 5.6. You may contact Paper Video via email at [contact@papervideo.co.za](mailto:contact@papervideo.co.za) or go to your profile to obtain a full record of your transactions with Paper Video.

## 6. REFUNDS AND RETURNS (FOR OFFLINE SD CARDS)

- 6.1. Unless otherwise required by applicable laws, **Paper Video does not refund any Fee which has been paid by a user for their subscription to the Services**. This also means that Paper Video will not return any Fee already paid for a subscription period where the user terminates their use of the Services before the paid subscription period has lapsed entirely.

- 6.2. Users have a lot of flexibility and opportunity when it comes to understanding the exact Services offered, such as by first using our Free Services option, as well as choosing and paying for the subscription package which is right for them. This means that should a user use our Services and purchase any on-going subscription package, it is assumed that the Services are fit for the user's purpose and refunds will therefore not be provided for any related bases.
- 6.3. In relation to our Offline SD Card purchased from us online, the receiving user has 7 (seven) days from the day upon which they received it, in which to return it, for any reason. All costs for the return of the Offline SD Card will be for the user's expense, and it must be returned in its original packaging, in a resell-able condition, and with all the original contents provided therein.
- 6.4. All other returns of defective (patent or latent) Offline SD Cards will be handled in accordance with applicable consumer laws, where the relevant user will be offered the choice of either receiving a repaired or replacement Offline SD Card, or a full refund for any Fee paid for it. This allowance lasts for 6 (six) months from the date of receiving the Offline SD Card.

## 7. USER RESPONSIBILITIES AND WARRANTIES

- 7.1. By using the Website and/or the Services, you warrant that:
  - 7.1.1. you have read and agreed to these Terms and will use the Website and Services in accordance with them;
  - 7.1.2. you understand and agree that Paper Video is not a regulated advisory, educational nor payments service provider and you take all responsibility for the decisions you make via or from the Website and/or Services;
  - 7.1.3. you have not made any misrepresentations and the information provided in the registration process about you, your company and/or your status is true, accurate and complete in every aspect;
  - 7.1.4. **you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. Where you are a minor, your parents/guardian warrant that they take all liability for your use of the Services and/or Website, and warrant that they expressly agree and understand that Paper Video will process the minor's personal information, and that they will supervise all use of the Services and/or Website by their child/ward as well as be liable for any and all Fee payments incurred by their child/ward on the Website;**
  - 7.1.5. you lawfully possess and submit all information to the Website and/or Paper Video for the use of it or the Services;
  - 7.1.6. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
  - 7.1.7. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
  - 7.1.8. you will not rely solely on any information provided by the Website/Paper Video, and will acquire further independent specialist advice for any decision you may make pursuant to information you have attained from Paper Video, the Services and/or the Website;

- 7.1.9. you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;
- 7.1.10. you will not use the Website platform for any commercial purpose other than as expressly provided for by Paper Video herein;
- 7.1.11. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- 7.1.12. you will not facilitate or assist any third party to do any of the above,  
failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing Paper Video to manifest all of its rights in the case of breach, including but not limited to denying you access to the Website/Services, reporting your actions to an applicable authority, demanding specific performance and/or suing you for damages.
- 7.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees. Our Offline SD Card is compatible with most devices that can read the SD format, but it is up to the user to confirm the suitability and compatibility of any Offline SD Card before purchasing it.
- 7.3. **Without prejudice to any of Paper Video's other rights (whether at law or otherwise), Paper Video reserves the right to deny you access to the Website or the Services where Paper Video believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 7.4. **Paper Video does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

## 8. KYC AND AML REQUIREMENTS

- 8.1. A user's ability to make use of various parts of the Website or particular Services, may be regulated by applicable know-your-customer ("KYC") and/or anti-money laundering ("AML") laws and the respective rules and regulations.
- 8.2. Paper Video may, at various times and depending on a range of factors in its sole discretion, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to Paper Video in order for the user to be verified as not infringing any of Paper Video's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents and/or bank account information. Paper Video reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by Paper Video. Paper Video also reserves the right to share this information with any legal authority when required under applicable laws.
- 8.3. Paper Video may restrict user transactions that may violate laws or Paper Video's internal KYC or AML conditions herein and as updated from time to time.
- 8.4. As a minimum, the following rules are applied:
  - 8.4.1. should we receive a Fee or any payment from you with no clear correlation to a Service-provision we are providing you, or which payment or source seems suspicious to us for any reason, we will ask for a copy of your ID and proof of contract with us;
  - 8.4.2. Should we receive a payment from you above R100,000.00 (ex VAT) (one hundred thousand Rand), we may ask you for a copy of your ID, proof of address as well as copies of your company's founding documents.

## 9. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 9.1. Data messages, including email messages, sent by you to Paper Video will be considered to be received only when acknowledged or responded to.
- 9.2. Data messages sent by Paper Video to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 9.3. Paper Video reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 9.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Paper Video is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Paper Video to a user, between users or from a user to Paper Video.

## 10. HYPERLINKS, DEEP LINKS, FRAMING

- 10.1. The Website may include links to other internet sites ("**the other sites**"). Paper Video does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 10.2. Paper Video does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to [contact@papervideo.co.za](mailto:contact@papervideo.co.za) to request the removal of such content.
- 10.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

## 11. ADVERTISING AND SPONSORSHIP

- 11.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with all applicable laws and regulations.
- 11.2. Paper Video, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## 12. INTELLECTUAL PROPERTY PROTECTION

- 12.1. All Website layout, Website content, exam/question papers, worksheets, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, content framework and interdependencies, designs, copyright and/or service marks, together with the underlying software code and everything submitted by a user to the Website and Paper Video in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Paper Video, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
  - 12.1.1. For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided Paper Video with a non-exclusive, non-transferable licence to use such user intellectual property as Paper Video deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website.
- 12.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code**



**whether in whole or in part, without the written consent of Paper Video first being granted, which consent may be refused at the discretion of Paper Video. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Paper Video and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

- 12.3. Paper Video reserves the right to make improvements or changes to the intellectual property, information, videos, exam/question papers, artwork, graphics and other materials on the Website, including that of a user in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).
- 12.4. Where any of the Website intellectual property has been licensed to Paper Video or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 12.5. Subject to adherence to the Terms, Paper Video grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the user is the primary user. However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Paper Video.
- 12.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Paper Video at [contact@papervideo.co.za](mailto:contact@papervideo.co.za).

### **13. DISCLAIMERS AND WARRANTIES**

- 13.1. **The Website and Services, including any learning materials and intellectual property appearing therein, are provided "as is" and "as available". Paper Video makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services or the information contained in it.**
- 13.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not Paper Video. While Paper Video makes every reasonable effort to present such information accurately and reliably on the Website, Paper Video does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 13.3. **Paper Video, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services offered.**
- 13.4. **Paper Video, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Website in any manner.**
- 13.5. Paper Video takes reasonable security measures to ensure the safety and integrity of the Website and sold Offline SD Cards and to exclude viruses, unlawful monitoring and/or access from the Website offline and SD Cards. However, Paper Video does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website and/or SD Card will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user's access to and use of the Website and SD Card remains solely at the user's own risk and the user should take their own precautions accordingly.**



#### **14. INDEMNITIES**

- 14.1. The user indemnifies and holds harmless Paper Video, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website and/or Services offered or concluded through the Website in any way.
- 14.2. The user agrees to indemnify, defend and hold Paper Video harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.
- 14.3. This clause will survive termination of this agreement.

#### **15. COMPANY INFORMATION**

- 15.1. **Site owner:** Paper Video (Pty) Ltd
- 15.2. **Legal status:** (Pty) Ltd
- 15.3. **Registration number:** 2015/010551/07
- 15.4. **Director:** Christopher Mills, Paul Maree, Mike McDougall
- 15.5. **Description of main business:** Online educational content provider
- 15.6. **Telephone number:** +27 21 426 2222
- 15.7. **Email address:** [contact@papervideo.co.za](mailto:contact@papervideo.co.za)
- 15.8. **Website address:** [www.papervideo.co.za](http://www.papervideo.co.za)
- 15.9. **Physical address:** 6th Floor Guarantee House, 37 Burg Street, Cape Town, 8001
- 15.10. **Postal address:** PO Box 833, Cape Town, 8000
- 15.11. **Registered address:** 6th Floor Guarantee House, 37 Burg Street, Cape Town, 8001
- 15.12. **Membership of any Association:** N/A

#### **16. DISPUTE RESOLUTION AND GOVERNING LAW**

- 16.1. The user's access and/or use of the Website and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 16.2. Should any dispute, disagreement or claim arise between a user and Paper Video concerning the use of the Website or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 16.3. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them in order to find a mutually beneficial solution.
- 16.4. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by Paper Video. Arbitration proceedings shall be conducted in Cape Town in English.
- 16.5. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

- 16.6. **The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.**

## **17. TERMINATION OF USE OF WEBSITE OR SERVICES**

- 17.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, PAPER VIDEO RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR PROFILE AND USE OF THE WEBSITE AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT PAPER VIDEO GIVES REASONABLE NOTICE TO YOU.**
- 17.2. If you wish to terminate your agreement with Paper Video and these Terms, or end your use of the Services, you may do so by deregistering your Profile with the Website and discontinuing your payment of a monthly subscription Fee and end your use of the Website/Services. **Such deregistration from the Website will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which the parties may have at the time of said termination with the Website.**
- 17.3. In the event of cancellation of your agreement with the Terms and with Paper Video, Paper Video will delete your profile.

## **18. NOTICES AND SERVICE ADDRESS**

- 18.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
- 18.1.1. in the case of Paper Video, at [info@papervideo.co.za](mailto:info@papervideo.co.za); or
- 18.1.2. in the case of the user, at the e-mail and addresses provided by the user to Paper Video in the registration process and/or in their Profile.
- 18.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 18.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## **19. GENERAL**

- 19.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 19.2. No indulgence, leniency or extension of time granted by Paper Video shall constitute a waiver of any of Paper Video's rights under these Terms and, accordingly, Paper Video shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 19.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 19.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 19.5. The user's access and/or use of the Website and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

- 19.6. Should you have any complaints or queries, kindly address an email to Paper Video at [contact@papervideo.co.za](mailto:contact@papervideo.co.za) of same.
- 19.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Paper Video in relation to the payment failure or breach.
- 19.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 19.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 19.8.