**Terms & Conditions**

**WEBSITE TERMS AND CONDITIONS**

**1. ACCEPTANCE**

Meridian Group provides you with access to its website, [www.meridiangrp.com](http://www.meridiangrp.com/) (“website”) as well as the services in respect thereof (collectively referred to as the “services”). These terms and conditions set out what is expected from you when accessing and using the services. By accessing or using the services, you will be deemed to have read, understood, and accepted these terms and conditions. In terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002 and the common law of contract, these terms and conditions are valid, binding and enforceable against all persons that access and use the services or any part thereof.

**2. PRIVACY POLICY**

Meridian Group recognizes the importance of keeping your personal information private and has formulated a Privacy Policy setting out the manner in which we collect, store, process and use your personal information. You understand that the Privacy Policy forms part of these terms and conditions, and you are deemed to have read, understood and accepted the provisions of our Privacy Policy by your acceptance of these terms and conditions. The Privacy Policy is accessible on the website, and we recommend you read and familiarize yourself with its provisions.

**3. CONTENT AND INFORMATION**

3.1. You are responsible for your use of the services, for any content you post on or through the services, and for any consequences thereof. The content you submit, post or display will be able to be viewed by other users of the services and through third party services and

websites. You should only provide content that you are comfortable sharing with others

under these terms and conditions. Any use or reliance on any content posted on or through

the services or obtained by you through the services is at your own risk.

3.2. We do not endorse, support, represent, or guarantee the completeness, truthfulness,

accuracy, or reliability of any content or any communications posted on or through the

services or endorse any opinions expressed on or through the services. You understand that

by using the services, you may be exposed to content that might be offensive, harmful,

inaccurate or otherwise inappropriate, or in some cases, postings that have been

mislabeled or are otherwise defective. Under no circumstances will Meridian Group be liable in any way for any content, including, but not limited to, any errors or admissions in any content, or any loss or damage of any kind incurred because of the use of any content

posted, emailed, transmitted, or otherwise made available on or through the services or

broadcast elsewhere.

3.3. Meridian Group is not obliged to monitor or control the content posted on or through the services and, we cannot take responsibility for such content. You may therefore be exposed to unwanted content, and it is your duty to report any undesirable content to Meridian Group.

**4. USE OF THE SERVICES**

4.1. You will only use these services for legitimate and lawful purposes, and you agree to abide by all laws when using the services. You agree not to engage in any activities that may

cause any damage or loss to Meridian Group

4.2. You warrant that all information provided to us for the purposes of opening your user

account with Meridian Group is true, accurate and complete. You agree to maintain and update your user account information to keep it true, accurate and complete.

4.3. You may not and agree not to:

4.3.1. monitor, intercept or modify any communication that is not addressed to you or

to your user account;

4.3.2. use any harmful or malicious code, such as viruses, trojan, horses, worms or

spiders, to interfere or access any data, communications or software associated

with the services;

4.3.3. send any unsolicited communication to Meridian Group or to any user of Meridian Group,

whether such unsolicited communication is sent to the Meridian Group user’s account

or to any other address of such Meridian Group user;

4.3.4. use the services in such a manner as to threaten, harass, embarrass or invade the

privacy of any person;

4.3.5. abuse, harass, threaten, intimidate, or harm any other user or any member of

Meridian Group’s staff;

4.3.6. resell the services or any content obtained via the services to a third party;

4.3.7. impersonate any other Meridian Group user or any other person;

4.3.8. use another person’s user name or password to access another user’s account;

4.3.9. use the services for any purpose that is defamatory, pornographic, an invasion of

privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an

infringement of any intellectual property rights of a third party or would

otherwise violate the rights of any third party.

4.4. Meridian Group makes no claims that the services may be lawfully accessed, and the content lawfully viewed or downloaded outside the Republic of South Africa. Access to the services and/or the content may not be legal by certain persons or in certain countries. If you access the services from outside of the Republic of South Africa, you do so at your own risk and you are solely responsible for compliance with the laws of, or applicable to, such

jurisdiction.

**5. RESTRICTIONS ON CONTENT AND USE OF SERVICES**

5.1. You may not and agree not to post content on or through the services that is defamatory, pornographic, an invasion of privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an infringement of any intellectual property rights of a third party or would otherwise violate the rights of any third party.

5.2. You are solely responsible for ensuring that any content posted is appropriate.

5.3. Meridian Group reserves the right at all times (but will not have an obligation) to monitor any activity and content on or through the services. Meridian Group may investigate any reported violations of these terms and conditions or any complaints and take any such steps or action as it may deem necessary to delete, remove, or refuse to distribute any content on the services and to terminate users or reclaim usernames.

5.4. We also reserve the right to access, read, preserve, and disclose any information as we

reasonably believe is necessary to:

5.4.1. satisfy any applicable law, regulation, legal process or governmental request;

5.4.2. enforce these terms and conditions, including investigation of potential violations

hereof;

5.4.3. detect, prevent, or otherwise address fraud, security or technical issues;

5.4.4. respond to reported violations and/or complaints; or

5.4.5. protect the rights, property or safety of Meridian Group, its users and the public.

5.5. Whilst Meridian Group reserves the right to delete or remove content deemed offensive by Meridian Group, Meridian Group does not guarantee that offensive content will be removed or deleted. Failure by Meridian Group to remove or delete any offensive content does not constitute a waiver by Meridian Group of its right to remove or delete offensive content in subsequent or similar cases and you agree that Meridian Group will not be liable for any loss or damage resulting from any such failure.

**6. PASSWORDS**

You are responsible for safeguarding the password that you use to access the services and for any activities or actions under your password. Meridian Group cannot and will not be liable for any loss or damage arising from your failure to comply with a foregoing.

**7. INTELLECTUAL PROPERTY**

7.1. All right, title, and interest in and to the services including all related intellectual property rights (excluding content provided by users) are and will remain the exclusive property of Meridian Group and all its licensors. The services are protected by intellectual property laws. Nothing in these terms and conditions gives you a right to use the Meridian Group name or any of the Meridian Group trademarks, logos, domain names, and other distinctive brand features.

7.2. You retain your rights to any content you submit, post, or display on or through the

services. By submitting, posting, or displaying content on or through the services, you grant

us a worldwide, non-exclusive, royalty-free, perpetual license (with the right to sub-license)

to use, copy, reproduce, process, adapt, modify, publish, transmit, display, distribute, or

otherwise make available such content in any and all media or distribution methods (now

known or later developed).

7.3. You agree that this license includes the right for Meridian Group to make such content available

to other companies, organizations, or individuals who partner with Meridian Group for the

syndication, broadcast, distribution, or publication of such content on other media and

services, subject to our terms and conditions for such content use.

7.4. Such additional uses by Meridian Group, or other companies, organizations or individuals who partner with Meridian Group, may be made with no compensation paid to you with respect to the content that you submit, post, transmit or otherwise make available through the services.

7.5. We may modify or adapt your content to transmit, display or distribute it over

computer networks and in various media and/or make changes to your content as are

necessary to conform and adapt that content to any requirements or limitations of any

networks, devices, services, or media.

7.6. You are responsible for your use of the services, for any content you provide, and for any consequences thereof, including, but not limited to, the use of your content by other users and our third-party partners. You understand that your content may be rebroadcasted by our partners and if you do not have the right to submit content for such use, it may subject you to liability. Meridian Group will not be responsible or liable for any use of your content by Meridian Group in accordance with these terms and conditions. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any content that you submit.

**8. THIRD PARTY CONTENT AND LINKS**

8.1. The services may contain content posted and/or services provided by third parties and/or links to third party websites, or resources. You acknowledge and agree that Meridian Group is not responsible or liable for the availability or accuracy of such third-party content, services, websites, and/or resources.

8.2. You agree that Meridian Group does not endorse any such third-party content, services, websites, and/or resources. You acknowledge sole responsibility for and assume all risk arising from your access and/or use of any such third-party content, services, websites, and/or resources. You indemnify, defend, and hold us harmless against any claim by any third party for any loss or damage of any kind arising out of or in connection with your use of third-party content, services, websites and/or resources.

**9. CHILDREN**

9.1. The services are intended solely for persons 18 (eighteen) years of age and older. If you are under the age of 18 (eighteen), you may not access or use the services.

9.2. By using the services, you represent and warrant to us that you are 18 (eighteen) years of age or older.

10. USER WARRANTY

You represent and warrant to Meridian Group that:

10.1. you have full power, authority, and legal capacity to enter into these terms and conditions and follow its obligations, and if you are registering on behalf of a company or other entity, you have the authority to bind your principal or employer company.

10.2. you will provide complete and accurate information to Meridian Group what you warrant is true and correct;

10.3. you will adhere to these terms and conditions.

10.4. you are 18 (eighteen) years of age or older; and

10.5. in the event that your use of the services is dependent on using a cellular phone, personal computer, bandwidth or such other device or technology of another person, you have the necessary permission from that person.

**11. INDEMNITY**

You agree to indemnify, defend, and hold Meridian Group, its subsidiaries, affiliates, officers, agents, licensors, employees, and any other partners harmless from all claims,

losses, expenses, damages, actions, demands, liabilities, or costs, including but not limited to legal fees resulting from your violation of these terms and conditions, your violation of any rights of a third party, and/or any content posted by you on or through the services.

**12. MODIFICATIONS TO THE SERVICES**

Meridian Group reserves the right at any time to modify or discontinue, temporarily or permanently, services or any part thereof with or without notice to you. Meridian Group will not be liable to you or to any third party for any such modifications, suspension, or discontinuance of the services.

**13. AMENDMENTS TO TERMS AND CONDITIONS**

Meridian Group reserves the right to amend these terms and conditions at any time, for any reason with or without notice to you. The amended terms and conditions shall enter into force on the date that they are published on the website or from the first time you log on to Meridian Group subsequent to such amendments, whichever occurs first.

**14. DISCLAIMER**

14.1. Whilst every effort has been made by Meridian Group to ensure the proper performance of the services, Meridian Group does not guarantee the availability of the services. Your use of the services is at your sole risk and the services are provided by Meridian Group on an “as is” and “as available” basis. Without limiting a foregoing, Meridian Group and its partners disclaim any warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement related to the services. We make no warranty that the services will meet your requirements or be available on an uninterrupted, secure, complete, timely, or error-free basis.

14.2. Any material or data downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and you will be solely responsible for any damages or loss of data or e-mail that result from your use of the service. You also agree the Meridian Group has no responsibility or liability for the deletion of, or the failure to store or to transmit, any material or data maintained by the services. No advice or information, whether oral or written, obtained by you from Meridian Group or through or from the services will create any warranty not expressly stated in these terms and conditions. Some jurisdictions do not allow the disclaimer of implied warranties, so a foregoing disclaimer may not apply to you.

**15. LIMITATION OF LIABILITY**

You agree that Meridian Group will not be liable for any loss or any direct, indirect, incidental, special, or consequential damages of any kind resulting from your use of the services, any content acquired from Meridian Group, from any third party through the services, or in connection with any information or data uploaded to Meridian Group. Meridian Group will further not be liable to any third party who has obtained content from you.

**16. BREACH**

If you breach any of your obligations in terms of these terms and conditions, Meridian Group shall be entitled, without derogating from any other right may have in terms of these terms and conditions or otherwise, cancel these terms and conditions and without prior notice to you, restrict or suspend your access to the services for such period of time as Meridian Group may deem fit, remove any content posted by you and/or terminate your access and reclaim your username.

**17. WAIVER AND SEVERABILITY**

The failure of Meridian Group to enforce any rights or provision of these terms and conditions will not be deemed a waiver of such rights or provisions. In the event of any provision of these terms and conditions is held to be invalid or unenforceable, the remaining provisions of these terms and conditions will remain in full force and effect.

**18. NOTICES**

18.1. You agree that for the purposes of the giving of any notice, Meridian Group may send such notices to your e-mail address as indicated on your user account.

**19. GOVERNING LAW AND JURISDICTION**

19.1. These terms and conditions and the relationship between you and Meridian Group will be governed by the laws of the Republic of South Africa without regard to its conflict of law

provisions.

19.2. You consent to the jurisdiction of the Magistrate’s Court of South Africa in respect of any proceedings instituted by either party in terms of these terms and conditions.

**20. GENERAL**

These terms and conditions constitute the entire agreement between you and Meridian Group relating to the subject matter hereof and these terms and conditions supersede and replace any prior agreements between you and Meridian Group. Any claim or cause of action arising out of or related to the use of the services, or the terms and conditions must be filed within 1 (one) year after the claim or cause of action arose or be forever barred.

**21. SUPPORT**

Should you experience any difficulties with any aspect of the services and/or the website, contact us on +2731 – 563 6965 during office hours (08h00 to 17h00) Monday to Friday.

**22. DISCLOSURES REQUIRED IN TERMS OF SECTION 43 OF THE ECT ACT**

The following disclosures are made in terms of section 43 of the ECT Act:

**Full name and legal status:** Meridian Group (PTY) LTD
**Telephone number:** +2731 – 563 6965
**E-mail address:** support@meridiangrp.co.za
**Physical address:** Building 1, Glass House Office Park, 309 Umhlanga Rocks Drive, Somerset Park, Durban, 4319
**Main business:** Sales and Merchandising Services
**Company Registration number:** 2003/013518/07