

GENERAL TERMS AND CONDITIONS OF TRADE
IT IS AGREED BETWEEN Red Rabbit Media (PTY) Ltd
AND THE CUSTOMER
(Version. 1.5 / 1 February 2021)

1. Scope

- 1.1.** These terms & conditions supersede all previous terms & conditions of Red Rabbit Media (PTY) Ltd. All terms & conditions contained in any other document, or issued by other persons are invalid unless specifically agreed in writing, by Red Rabbit Media (PTY) Ltd.
- 1.2.** No statement, description or condition, specific or implied, contained in any document, advertisement or other communication medium, whether verbal or written, for or on behalf of Red Rabbit Media (PTY) Ltd, shall imply any warranty or in any way enlarge, vary or override these conditions, unless specifically confirmed to do so, in writing, by Red Rabbit Media (PTY) Ltd.
- 1.3.** Red Rabbit Media (PTY) Ltd. is a company registered in South Africa; Registration Number: 2017/089645/07.

2. Definitions

- 2.1.** In these conditions Red Rabbit Media (PTY) Ltd. (including its employees authorized to provide goods and/or services on its behalf) are referred to as "the Company", and the firm or organization and representatives of the firm or organization that is purchasing or hiring the goods or services from the Company is referred to as "the Customer".
- 2.2.** The term "Goods" in this statement of terms and conditions of business refers to any goods, property or equipment, owned by, or under contract to, the Company and supplied to the Customer under a specific contract or agreement, or as a consequence of any other contract or agreement. The term "Services" refers to services provided by the Company, or its authorised officers, whether at the premises of the Company or elsewhere, under a specific contract or agreement to provide such services, or as a consequence of any other contract or agreement.
- 2.3.** The specific Goods or Services to be provided by the Company in respect of any particular contract are those as defined and agreed on the booking acknowledgement, hereinafter referred to as "the Contract".
- 2.4.** A week is defined as five consecutive working days (Monday to Friday inclusive). A working day for the purposes of any contract with the Company that includes the provision of staff is deemed to be of eight hours duration, unless agreed otherwise and confirmed in writing by the Company. Normal opening hours are 08:30 to 17:00 Monday to Friday (excluding bank holidays). Services provided outside of our normal opening hours may incur additional charges to cover staff and late-night travel costs.
- 2.5.** Words signifying the number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter.

3. Customers Undertakings and Obligations

- 3.1.** The Customer warrants that:
- 3.1.1.** It has the right and authority to place orders and accept cost estimates in accordance with those terms and conditions and gives the Company the right to make copies and duplications of the Customers materials.
- 3.1.2.** Any person who passes any order, accepts any cost estimate or in any way purports to represent the Customer or is allowed voluntarily by the Customer, or by omission to purport to represent the Customer, is so authorized.
- 3.1.3.** It shall not infringe any third party's copyright or any other rights.
- 3.1.4.** Its materials do not contain any defamatory material
- 3.1.5.** Its materials do not contain anything which is obscene or which in any way infringes any statute.
- 3.2.** The Customer in breach of any warranty given to the Company in terms hereof hereby indemnifies the Company and holds them harmless against any loss arising from any claim including legal fees as well as damages and expenses incurred by the Company which arise in any way whatsoever as a result of a breach of any such warranty. It is recorded that, even if the Company is in breach of any warranty contained herein, the person referred to therein shall in any event, be deemed to have been authorized.
- 4. Price**
- 4.1.** The current prices for Goods or Services quoted in writing supersede all previous published or quoted prices. Any published prices are subject to alteration by the Company at any time, and without prior notice.
- 4.2.** All prices for Goods or Services quoted or published by the Company are exclusive of VAT and any other taxes which, where applicable, are payable to the Company in addition to the published or quoted rate.
- 4.3.** Where a price has been agreed with the Company based on information supplied by the Customer, the Customer will be responsible for the accuracy of the information given and for the supply of all relevant particulars and any increased cost incurred during or after the performance of the Services from any inaccuracy or omission shall be borne by the Customer and shall be paid promptly.

- 4.4.** The Company requires the Customer to provide information or materials in a timely fashion for the performance of the Services and reserves the right to make additional charges in the event of late provision of information or materials outside of the Company's control. The Company will not be responsible for any costs, charges or expenses incurred by the Customer as a result of the late arrival of information or materials to the Company.
- 4.5.** The Customer will be charged for and liable for the charges in respect of all facilities on the time basis as referred to in the rate card (i.e. per quarter/per hour/ per day). Each part of such quarter or hour or day used will be charged for as a full quarter, full hour, or full day as the case may be.
- 4.6.** The Company reserves the right to vary at any time any published hiring or service charges without notice and accordingly the Customer will be liable to pay the price prevailing on the day that a service is provided.
- 4.7.** Any price quoted in any quote form or quotation shall only be in respect of the hours stipulated therein which quantity of hours is a rough estimate only. Should any facility be used for any period of time in excess of the hours stipulated then the Customer will be liable for the hire of the relevant equipment for such additional time at the standard rates thereof. Should any equipment be used for any period of time shorter than that furnished in any quotation then the Customer will still be liable for payment for the full periods stipulated in such quotation.

5. Payment

- 5.1.** The Company reserves the right to require the Customer to make full or partial payment prior to the supply of Goods or Services.
- 5.2.** A credit account may be offered to the Customer at the sole discretion of the Company, upon provision of satisfactory credit references. The Company reserves the right to withdraw the credit account facilities at any time.
- 5.3.** Credit payment terms are strictly thirty calendar days from the date of invoice, unless stated otherwise on the invoice. The Company reserves the right to charge interest at 8% above the current bank base rate on all overdue amounts and to charge any costs incurred in recovering the overdue amount.
- 5.4.** In the event of any amount not being paid on due date by the Customer to the Company then all further amounts owing by the customer to the Company shall immediately become due and payable.
- 5.5.** Payment shall not be set-off against or withheld on account of any counterclaims of a Customer (whether in respect of any alleged defects, non or partial performance or whatsoever) unless same is acknowledged by the Company in writing.
- 5.6.** If the Customer wishes to dispute any invoice, the Company must be informed in writing of the reason for the dispute within fourteen days of the invoice date, otherwise the invoice will be deemed to be accepted by the Customer and is therefore payable in full within the credit payment terms specified on the invoice.
- 5.7.** The Company reserves the right to make deliveries of Goods and/or Services by installments and to render a separate invoice in respect of each such installment.
- 5.8.** If the Company exercises its right to make deliveries of Goods and/or Services in accordance with sub-paragraph (5.7) above, then any delay in the provision of such deliveries/and or Services, or failure to deliver any further installment or installments, shall not entitle the Customer to reject the contract or the deliveries of Goods and/or Services of any other installment or to withhold payment in respect of any installment previously delivered or serviced.

6. Bookings and Cancellations

- 6.1.** Bookings must be made and confirmed by an authorized representative of the Customer and no booking shall become binding on the Company until it has been accepted by an authorized representative of the Company.
- 6.2.** Bookings must be confirmed by the Customer in writing or by email before the date specified on the Contract, or in the absence of any specified date or time, within 48 hours of the start of the booking.
- 6.3.** The Company may charge the agreed rate for the full booking as specified in the Contract for any booking that is cancelled, curtailed, postponed or rescheduled after the period specified in the sub-paragraph (6.2) above or for any booking that has been previously confirmed by the Customer. The Company may at its sole discretion moderate these charges but will not enter into discussions should it elect not to do so.
- 6.4.** Bookings that form part of a discounted package will be identified as such on the Contract. If any part of the packaged bookings is curtailed or cancelled, the Company may at its sole discretion apply any such alternative rate that have been specified in the Contract, or if no such alternative rate has been specified the Company may charge its rate-card rate for any bookings that have already been carried out or remain to be completed.

- 6.5.** The Company may require the Customer to confirm their bookings at any time. The Company will make reasonable endeavors to give the Customer reasonable notice of its request to confirm the bookings. The Company may at its sole discretion and without being liable to compensate the Customer, cancel any bookings that have not been confirmed by the Customer at any time.
- 6.6.** The Company reserves the right to terminate at any time, and without explanation or recourse, any agreement for the supply of Goods or Services, if in its sole opinion there is, or is likely to be a breach of any of these terms and conditions.
- 7. Data**
- 7.1.** Security: Without limiting Clause 12 or 13, The Company will implement all reasonable and appropriate measures designed to help secure data against accidental or unlawful loss, access or disclosure.
- 7.2.** Privacy. The Customer consents to the storage of The Customers data in, and transfer of The Customers data into The Company's equipment and its chosen storage or Cloud Provider. The Company will not access the Customers data except as necessary to maintain or provide the service offering, or as necessary to comply with the law or a binding order of a governmental body. The Company will not (a) disclose the Customers data to any government or third party except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, The Company will give The Customer notice of any legal requirement or order.
- 7.3. Responsibilities**
- 7.3.1.** User Accounts. Except to the extent caused by The Companies breach of this Agreement, (a) The Customer is responsible for all activities that occur under their account, regardless of whether the activities are authorized by The Customer or undertaken by The Customer, The Customers employees or a third party (including The Customers contractors, agents or End Users), and (b) The Company and The Companies affiliates are not responsible for unauthorized access to The Customers' account.
- 7.3.2.** Data. The Customer will ensure that The Customers data and The Customers End Users' use of the data or the service offerings will not violate any of the Policies or any applicable law. The Customer is solely responsible for the development, content, operation, maintenance, and use of The Customers data.
- 7.3.3.** Log-In Credentials and Account Keys. Log-in credentials and private keys generated by the services are for The Customers internal use only and The Customer will not sell, transfer or sublicense them to any other entity or person, except that The Customer may disclose The Customers' private key to The Customers agents and subcontractors performing work on The Customers behalf.
- 7.3.4.** End Users. The Customer will be deemed to have taken any action that The Company permits, assist or facilitate any person or entity to take related to this Agreement, The Customers data or use of the service offerings. The Customer is responsible for End Users' use of The Customers data and service offerings. The Customer will ensure that all End Users comply with The Companies obligations under this Agreement and that the terms of The Customers agreement with each End User are consistent with this Agreement. If The Customer becomes aware of any violation of The Customers obligations under this Agreement caused by an End User, The Customer will immediately suspend access to The Customers data and the service offerings by such End User. The Company does not provide any support or services to End Users unless The Company has a separate agreement with The Customer or an End User obligating The Company to provide such support or services.
- 8. Liabilities**
- 8.1.** The Company handles and stores all media (e.g. film, tapes, magnetic disks or similar) on the express condition that its liability for all such media does not exceed the replacement cost of new, unused media of a similar specification.
- 8.2.** The Company can accept no liability for any financial loss, loss of profit, consequential losses or damage to, any equipment, documents or personal effects belonging to the Customer whilst in the custody of the company, or on, or in transit to or from, the Company's premises. Customers are advised to affect their own insurance cover in this respect. The Company accepts no liability in respect of legal proceedings brought against the Customer as a direct or indirect result of the Company honouring, or through the failure of the Company to honour any agreement, verbal or otherwise, for the provision of Goods or Services.
- 8.3.** The Company accepts no liability for any fees, penalties or charges, financial or otherwise that the Customer may incur, through the use of, or inability to use, any of the Goods or Services supplied by the company, unless arising directly through negligence.
- 8.4.** The Company shall not be responsible for any direct or consequential loss or delay suffered in consequence of strikes, lockouts, fire or restrictive legislation, nor in consequence of war, civil or internal strife, riots or other abnormal conditions beyond our control.
- 8.5.** The Company shall not be responsible for any direct or consequential loss or delay suffered in consequence of the disruption of mains electricity, telephony, email and internet services, external data networks, or other such utility services that are beyond the Company's control.
- 8.6.** The Customer agrees to take all reasonable precautions to protect Goods on loan from or hire from the Company against loss or damage, and is responsible for ensuring that all equipment, media (e.g. film, tapes, magnetic disks or similar), documents, furniture or other items on loan from or hired from the Company are adequately insured.
- 8.7.** All Goods on hire or loan from the Company remain the sole property of the Company at all times, and the Customer must not sell, loan, assign, pledge, encumber, part with, or suffer any lien to be created over any such Goods.
- 8.8.** The Customer agrees to indemnify the Company against associated third-party claims for infringement of copyright or other intellectual property rights, and agrees to seek, obtain and pay for all necessary permission and/or licenses to enable the Customer to legally use any such owned and protected material.
- 8.9.** The Company will incur no liability for delay in delivery or in completion of any undertaking howsoever caused. Any times and time limits furnished by the Company or agreed upon between the parties shall be estimated only and shall not be deemed to be of the essence of these conditions, or any contract.
- 9. Lien**
- 9.1.** Any Goods being the product of or derived from the Services shall remain the sole and absolute property of the Company until such time as full payment is received. Furthermore, such Goods shall not pass to the Customer until the Company has also received payment in cash or cleared funds of all monies due from the Customer to the Company under any other Bookings or business transaction.
- 9.2.** The risk in respect of such Goods shall pass to the Customer as soon as the Goods are under the Customer's control, but the Customer shall nevertheless insure the Goods for the full value for the benefit of the Company.
- 9.3.** The Company may for the purpose of recovery of the Goods enter upon any premise where they are stored or where they are reasonably thought to be stored and may repossess such Goods.
- 9.4.** Until such time as the Customer becomes the owner of the Goods the Customer will store them on its premises separately from other goods and keep full records of any third parties to whom it sells or disposes of the same
- 9.5.** The Customer acknowledges that it is in possession of the Goods solely as bailee for the Company until the Customer becomes the owner of the Goods.
- 10. Cession of Copyright**
- 10.1.** As security for all amounts which are present or which may be in the future become owing by the Customer to the Company from whatsoever cause arising, the customer hereby ceded all its rights, title and interest including all copyright, which it may have or acquire in respect of all film and video tape edited, produced or processed by the Company.
- 10.2.** Copyright (Company material). The Copyright of all material that has been captured by the Company is solely owned by the Company. Upon completion and cleared funds, we will, in some instances and upon prior agreement, transfer the Copyright Ownership to the Customer. In both circumstances, the Company reserves the right to use the footage / material / media, either in sections or in its entirety, for promotional purposes.
- 10.3.** Copyright (Material provided by Customer). By supplying material to the Company for inclusion in a Company production or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. However, the creative edits of the production remain the property of the Company. The copyright of the creative edits will be transferred to the customer after the final payment of the production is received in full. The customer will have to indemnify the Company against any possible future claims, disputes and expenses or similar that may arise for a third-party concerning usage of such material. The Company will reserve the right to use the final production in full or part content for promotional purposes.
- 11. Usage**
- 11.1.** At all times, the Company shall not be liable for any claim whatsoever being made by the Customer, the Customers assigned clients or any party contracting with the Customer or any other party whatsoever as a result of the breach of copyright, breach of any other rights.
- 11.2.** At all times, the Company shall not be liable for any claim whatsoever being made by the Customer, the Customers assigned clients or any party contracting with the Customer or any other party whatsoever as a result of the breach of the South African Consumer Protection Act (No 68 of 2008), breach of the South African Films and Publications Act (No 65 of 1996), breach of any other acts.
- 12. Warranty**
- 12.1.** All services are provided as is. The Company does not warrant products or service will operate without error or interruption. The Company specifically disclaims all representations and warranties, express or implied, statutory or arising under operation of law, including the implied warranties of merchantability, non-infringement, or fitness for a particular purpose. The Customer assumes all risk and cost of use and The Company assumes no support obligation other than specific purchased support in accordance with and subject to these terms.

13. General Indemnity

13.1. The Company shall not be liable for any claim whatsoever being made by the Customer, the Customers assigned clients or any party contracting with the Customer or any other party whatsoever as a result of the breach of copyright, breach of any other rights of third parties, contravening of any laws, ordinances, government regulations or similar sanctions arising out of any act of the Customer in selling any article or providing any service to the Customer and the Customer hereby indemnifies and agrees to hold the Company harmless against any such claim which might be made against the Company which indemnity shall include and indemnify against all attorney and client costs incurred by the Company on the "attorney and own client" scale.

14. Acceptance

14.1. By entering into a contract with, and accepting Goods or Services from

the Company, whether the agreement is verbal or written, the Customer agrees to accept and be bound by these terms and conditions in their entirety.

14.2. The Company and the Customer agree that these terms and conditions of business shall be governed by, and interpreted according to, Republic of South Africa law, and Republic of South Africa courts are deemed to have jurisdiction.

14.3. No variation or modification of these general conditions shall be of any force or effect unless the same shall be confirmed, in writing and signed by both parties and then such variation or modification shall be effective only in the specific instance and the purpose and extent for which it was made or given.

14.4. If for any reason part of these terms and conditions is unenforceable, the validity of the remaining terms and conditions shall not be affected.