

TERMS AND CONDITIONS

Updated on 8 March 2022

1. Acceptance of these Terms and Conditions

- 1.1. This Website is provided by Durban Filmmart Institute NPC with registration number 2020/255768/08, a non-profit company (hereinafter referred to as “the NPC”, “Durban Filmmart Institute”, “we”, “us” and “our”).
- 1.2. Please read the Terms and Conditions carefully before you proceed to use the Site. By using the Site, or once you click to accept or agree to these Terms and Conditions, you accept and agree to be bound and abide by these Terms and Conditions.
- 1.3. If these Terms and Conditions are not accepted in full, the use of the Website must be terminated immediately.

2. Definitions

- 2.1. “NPC”: when these Terms and Conditions mention “NPC,” “Durban Filmmart Institute” “we,” “us,” or “our,” it refers to Durban Filmmart Institute NPC with registration number 2020/255768/08 with its registered address situated at 11 Rennies House, 41 Victoria Embankment, Durban Central, Durban 4000.
- 2.2. “Country”: where Durban Filmmart Institute or the directors of Durban Filmmart Institute are based, in this case, South Africa.
- 2.3. “Device”: can refer to but is not limited to computer, laptop, tablet and/or mobile cellular telephone.
- 2.4. “Services”: refers to the service provided by Durban Filmmart Institute being *inter alia*:
 - 2.4.1. Providing selected African filmmakers with projects in development an opportunity to pitch film projects to leading financiers and content buyers;

- 2.4.2. Providing a full programme of industry-film related masterclasses, workshops, panel discussions as well as networking opportunities for African and international filmmakers; and
- 2.4.3. In addition to the annual market, Durban Filmmart Institute hosts year round programming to upskill and nurture African film industry professionals.
- 2.5. “Third-party service”: refers to advertisers, sponsors, partners, funders promotional and marketing partners, and others who provide our content or assist us in carrying out our Services or whose products or services Durban Filmmaker NPC may think might interest you.
- 2.6. “Website” means <http://www.durbanfilmmart.co.za> and/or <http://www.durbanfilmmart.com>.
- 2.7. “You”: when these Terms and Condition mention “You” or “User” “Customer” it refers to the person or entity accessing the Website and/or using our Services and/or purchasing our Products.

3. Amendments to these Terms and Conditions

- 3.1. We may from time to time update and/or revise these Terms and Conditions. Such amendments will immediately become operative and effective the moment we post them to the Website.
- 3.2. In the event that you continue to use the Website after these Terms and Conditions are revised and/or amended, you accept and agree to be bound by such revisions and/or amendments. We expect you to check **[insert link]** from time to time so that you are aware of any revisions and/or amendments to these Terms and Conditions.
- 3.3. The User’s continued use of the Website after any changes are posted means the User agrees to be legally bound by these Terms and Conditions as updated and/or amended.
- 3.4. If the User does not agree to the amendments, the User is no longer authorised to access the Website or use the Services.

4. Accessing the Website

- 4.1. We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may

restrict access to some parts of the Website, or the entire Website to users, including registered users.

5. Application of these Terms and Conditions

- 5.1. These Terms and Conditions are applicable to each instance of use of the Durban Filmmart Institute Website. By using the Website, in any manner whatsoever, the User irrevocably accepts to be bound by these Terms and Conditions. We reserve our right to alter these Terms and Conditions at our own discretion. The amended Terms and Conditions shall take effect as soon as they are published on the Website. The User's continued use of the Website will confirm their unconditional acceptance of the amended Terms of Use.

6. Intellectual Property Rights

- 6.1. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated there with, derivative works and all other rights (collectively, "Intellectual Property Rights") that are advertised or part of the Website or that are otherwise owned by Durban Filmmart Institute shall always remain the exclusive property of Durban Filmmart Institute (or of its suppliers or licensors, if and when applicable).
- 6.2. Nothing in these Terms and Conditions grants the User a license to the NPC's Intellectual Property Rights.
- 6.3. No stipulation in these Terms and Conditions may be interpreted as containing a transfer of rights in whatsoever way or to whatsoever extent.
- 6.4. The User agrees that these Terms and Conditions conveys a limited license to certain of our Intellectual Property Rights, solely the Website (and not independently of it), and only if you agree to these Terms and Conditions.
- 6.5. Any use by the User of any of the NPC's Intellectual Property Rights independently of the Website or outside the scope of these Terms and Conditions shall be considered an infringement of our

Intellectual Property Rights. This shall not limit, however, any claim we may have for a breach of these Terms and Conditions in the event the User breaches any of these terms.

- 6.6. Except as expressly granted in these Terms and Conditions, Durban Filmmart Institute reserves and shall retain all rights, title and interest in the Website and Services advertised, including all copyrights and copyrightable subject matter, trademarks and trademarkable subject matter, patents and patentable subject matter, trade secrets, and other intellectual property rights, registered, unregistered, granted, applied-for, or both now in existence or that may be created, relating to the thereto.

7. Your Suggestions

- 7.1. Any feedback, comments, ideas, improvements or suggestions provided by the User to Durban Filmmart Institute with respect to the Website and/or our Services shall remain the sole and exclusive property of the NPC. The NPC shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to the User.

8. Modifications to Services

- 8.1. We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Services or any other service we may provide now or in the future, with or without notice and without liability to the User.

9. Third-Party Services

- 9.1. We may use third-party service providers/freelancers from time-to-time.
- 9.2. The User agrees to our use of third-party service providers/freelancers.
- 9.3. The NPC does not assume and shall not have any liability or responsibility to the User or any other person or entity for any third-party services.

9.4. Third-party services and links thereto are provided solely as a convenience to the User and the User's access and use is at the User's own risk and subject to such third-parties' terms and conditions.

10. Third-Party Websites

10.1. The Website may contain links to other websites. These links are provided for your convenience and Durban Filmmart Institute has no control over such websites, nor is it responsible for their content.

10.2. The inclusion of these links on the Website does not imply endorsement of any material on those websites, or any association with their operators, unless otherwise stated.

10.3. Durban Filmmart Institute cannot guarantee the security of these sites, the operation of the links or that they will be virus-free.

11. Term and Termination

11.1. These Terms and Conditions shall remain in effect until terminated by the NPC and or by the User.

11.2. The NPC, may, in its sole discretion, at any time and for any or no reason, suspend or terminate these Terms and Conditions with or without prior notice to the User.

11.3. The NPC is at all times entitled to stop the User from accessing the Site.

11.4. These Terms and Conditions will terminate immediately, without prior notice from the NPC, in the event that the User fails to comply with any provision of these Terms and Conditions.

11.5. Termination of these Terms and Conditions will not limit any of the NPC's rights or remedies at law or in equity in case of breach by the User (during the term of these Terms and Conditions) of any of the User's obligations under these Terms and Conditions.

12. Indemnification

12.1. The User agrees to indemnify, defend and hold harmless the NPC and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses,

damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to:

12.1.1. The User's use or misuse of the Services;

12.1.2. The User's misuse of the Services resulting in death or injury;

12.1.3. The Users failure to comply with any applicable law, regulation, or government directive;
or

12.1.4. The Users breach of these Terms and Conditions.

12.2. The User agrees that the NPC assumes no responsibility for the information or content the User submits or makes available through this Site or the content that is made available to the User by third parties.

13. No Warranties

13.1. The Services are provided to you "AS IS" and "AS AVAILABLE" without any representations or any form of warranty (whether made expressly or implied by law) including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, security, accuracy and compatibility.

13.2. To the maximum extent permitted under applicable law, the NPC, on its own behalf and on behalf of its affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

13.3. Without limitation to the foregoing, the NPC provides no warranty or undertaking, and makes no representation of any kind that the Website and/or Services will meet the User's requirements, achieve any intended results, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

13.4. Without limiting the foregoing, neither the NPC nor any of its providers make any representation or warranty of any kind, express or implied:

13.4.1. as to the operation or availability of the Services, or the information, content, and materials or products included thereon; or

13.4.2. as to the accuracy, reliability, or currency of any information or content provided on the Website.

14. Limitation of Liability

14.1. The NPC is, to the maximum extent permitted under applicable laws, not liable for possible damage that can arise from abuse of the Website by the User or third-parties.

14.2. The Website is not liable for any damage, be it material or immaterial damage that can arise from infringement of intellectual property rights of third parties by the duplication and/or publication of the content from the Website, by the User, including but not limited to copyright and image rights.

14.3. The User guarantees that the personal details given during registrations are correct and complete and indemnifies the NPC against any damage, be it material or immaterial damage that may arise from the inaccuracy or completeness of data.

14.4. No data transmission over the internet can be guaranteed to be 100% secure hence any information sent via e-mail or submitted through the Website is done at the User's own risk.

15. Severability

15.1. If any provision of these Terms and Conditions is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

16. Waiver

16.1. No failure to exercise, and no delay in exercising, on the part of either the User or NPC, any right or any power under these Terms and Conditions shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under these Terms and Conditions preclude further exercise of that or any other right granted herein. In the event of a conflict between these Terms and Conditions and any applicable purchase or other terms, the terms of these Terms and Conditions shall govern.

17. Governing Law

17.1. These Terms and Conditions are governed and construed by the laws of the Republic of South Africa and the User hereby submits to the exclusive jurisdiction of the High Court of South Africa to hear any dispute arising therefrom which the User and Institution are unable to settle amicably.

18. Headings

18.1. The headings in these Terms and Conditions are for reference only and shall not limit the scope of, or otherwise affect, the interpretation of these Terms and Conditions.

19. Entire Agreement

19.1. The Terms and Conditions constitutes the entire agreement between the User and Durban Filmmart Institute and supersedes all prior and contemporaneous written or oral agreements between the User and Filmmart Institute.

Do not hesitate to contact us if you have any questions about these Terms and Conditions.

! Via Email: info@durbanfilmmart.com

! Via these Links: <http://www.durbanfilmmart.co.za>

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