

## **Terms and Conditions**

### **Introduction**

Welcome to the Media Development And Diversity Agency (MDDA) website, ("the website [info@mdda.org.za](mailto:info@mdda.org.za)"). The purpose of the website is to provide information about MDDA.

By accessing and using the website, you, the user, agree to be bound by the terms and conditions that are set out in this notice. If you do not wish to be bound by these terms and conditions, then you may not access, display, use, download and/or otherwise copy or distribute any of the content of this website.

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You agree that your use of this website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, including but not limited to: the commission of a criminal offence; to gain unauthorized access to other computer systems; or for the transmission of unlawful material.

### **General disclaimer**

You agree to access and use this site entirely at your own risk. Please read the Exclusion of Liability clause in this notice.

### **Choice of law**

This website is owned and operated within the Republic of South Africa. Therefore, these terms and conditions are governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Johannesburg High Court in the event of any dispute.

### **Information**

While every effort is made to ensure that the information provided on the website is current and accurate, you should not assume that the information on the website is

always current or accurate, and other sources of this information should be consulted before making any decision to act on the information displayed on this website.

## **Privacy**

We respect the privacy of all visitors to this site. You may use this site without providing any personal information. However, so that we can continually assess the popularity of the site and improve it for our visitors, we collect information on the number of visits to the site, pages viewed etc.

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This website provides links to other websites. The fact that we have such links must not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information and content provided by the external link is done so at your own risk. No endorsement of products, services, or firms is intended, nor is criticism implied of those not mentioned. Third-party advertising and promotional material may be displayed on the site from time to time, and the display of such material should not be construed as MDDA endorsing or creating any relationship between MDDA and that third party. Reliance on any such promotional or advertising material is entirely at your own risk.

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Any third party wishing to link the website to their website must obtain permission from MDDA by directing such request to the webmaster, and permission may be granted on terms and conditions agreed.

### **Exclusion of liability**

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You will indemnify MDDA, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this website. Contact details for any purposes related to these terms and conditions

## **Legal Notice Information**

### **classified**

This refers to information the disclosure of which, may cause financial prejudice to MDDA, expose MDDA to legal risks or damage MDDA's reputation. Such information pertains to confidential Information which is critical to MDDA's daily operations.

Examples of Information classified as Confidential include, but is not limited to: personnel & payroll files, and internal information which is for exclusive internal use and which, if lost, corrupted or disclosure without proper authorisation would result in financial or other loss.

Before such internal information may be disclosed or distributed to third parties, written authorisation or approval from the information owner must be obtained restricted for use within the entity.

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The said information excludes information which is in the public domain, such as but not limited to annual reports, press statements, corporate, public relations and marketing materials disclosed by MDDA's authorised individuals.

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Links from MDDA's website to other websites if any, or references to services or publications other than those of MDDA do not imply the endorsement or approval of such websites, services or publications by MDDA.

## PAIA Manual

Promotion of Access to Information

Manual in terms of The Promotion of Access to Information Act of 2000