



# Africa Adventure™ Membership - Terms and Conditions

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Africa Adventure™ is a Destination Marketing Organisation offering companies within the tourism industry of Southern Africa to promote their services to the traveller. Members using our services are subject to compliance with the terms and conditions set forth below.

Under the terms of this agreement, the placement of information on Africa Adventure™ internet sites or any other Africa Adventure™ publication is an acknowledgement that the member has read and understood this agreement, and that the member agrees to be bound by the terms and conditions below.

If the member does not wish to be bound by these terms and conditions, the interested party should not proceed to join Africa Adventure™ as a member.

The yearly membership fee is payable in full in advance or monthly via Debit Order (South Africa only). Africa Adventure™ reserves the right to increase its membership fees at 10% maximum per year. Once the membership fee has been paid, the member receives a membership certificate and a Tax Invoice.

The membership to Africa Adventure™ includes a web advertisement on both, Africa Adventure's™ German and English websites. The information used for this web advertisement has to be provided by the member. The member's web advertisement includes a maximum of 4 graphics, 200 words of text and the contact details of the member. Updates on this information are free of charge. The contact form and E-mail link on the web advertisement are linked directly to the member's E-mail address and therefore the members E-mail address will not be listed. It will be the members sole responsibility to measure the referrals, inquiries and bookings made through Africa Adventure's™ websites. **The members own Internet address will not be listed.**

The member understands that any other services such as the publishing of the printed Africa Adventure™ Travel Directory, the exhibition on national and international trade shows and the advertising in national or international magazines forms not part of the membership agreement. It is in Africa Adventure™ sole discretion to decide to print or not to print and when to print the Africa Adventure™ Travel Directory, to exhibit or not to exhibit on national or international trade shows as well as to advertise or not to advertise in national or international magazines.

**The subscription with Africa Adventure™ is valid for 12 months and will be automatically renewed for another 12 months until cancelled by the customer in writing, four weeks prior the renewal date.**

Any Debit Order arrangements can be cancelled with giving 30 days written notice. The member understands that the member shall not be authorised to any refund of amounts, which Africa Adventure™ may have withdrawn while the debit order authority was in force if such amounts legally owned to Africa Adventure™.

The member understands as well that a cancellation of the debit order authority does not change the status of the member's valid membership agreement and that the member will oblige to it by paying the balance of any outstanding membership fees within the notice period.

The member may use Africa Adventure™ services only for lawful purposes. Any use of these services which violates any local, national or international laws which may apply to Africa Adventure™, the member's local jurisdiction, or any jurisdiction that the member may be subject to is strictly prohibited.

The member agrees to indemnify, defend, and hold harmless Africa Adventure™ from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from the membership which damages either the member, Africa Adventure™, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your membership to Africa Adventure™.



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Africa Adventure™ reserves the right to refuse or discontinue service to anyone at Africa Adventure™ sole discretion. Africa Adventure™ may deny you access to all or part of the service without notice if you engage in any conduct or activities that Africa Adventure™ in its sole discretion believes violates any of the terms and conditions in this agreement. Africa Adventure™ shall have no responsibility to notify any third-party providers of services or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.

You agree that Africa Adventure™ has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Africa Adventure™ reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

Africa Adventure™ makes no warranties or representations of any kind for the services being offered. The service is provided without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or fitness for a particular purpose. No advice or information given by Africa Adventure™ or its agents or employees shall create a warranty. Africa Adventure provides no warranty that the service will be uninterrupted or error free.

The member understands that by placing information on Africa Adventure™ websites, that such information becomes available to all Internet users and that Africa Adventure™ has no way of limiting or restricting access to such information or protecting such information from copyright infringement. It is solely the member's responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information provided through Africa Adventure™.

The member agrees, to supply Africa Adventure™ with a current and truthful name, postal address and telephone number for our records, and the member has a continued obligation to keep this information current.

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

April 2001