

1. Your use of Garmap's Free Business Listing Service ("Services") as set out herein is subject to these terms and conditions ("Terms"). If you are not agreeable to be bound to these terms you may not use the services. Usage of the Services shall constitute your acceptance of these terms, including the limitations on use, liability and warranty set out herein. Before you continue you should print a copy of these terms for your reference.
2. The following terms shall have the meanings set out hereafter:
 - 2.1. "Current Version" means the version of the Map Set that is in use as at the Effective Date;
 - 2.2. "Effective Date" means the date of submission of the Information by the Advertiser;
 - 2.3. "End Date" means midnight on the day before the official launch of a New Version of a Mapset and/or Update by Garmap to replace the Current Mapset;
 - 2.4. "End User" means the intended User of the Garmap Map Sets and/or the Information;
 - 2.5. "Garmap" means Garmap (Pty) Ltd (Reg No:2007/018607/07) a private company duly registered and incorporated in accordance with the Company laws of the Republic of South Africa;
 - 2.6. "Garmap Map Sets" means the digital maps distributed by Garmap from time to time for use with Garmin Devices and various other partners' websites and other platforms;
 - 2.7. "Information" means the information and/or other content that is supplied by the Advertiser;
 - 2.8. "Initial Period" means the period between the Effective Date and the End Date;
 - 2.9. "Listing" means the action of incorporating the Information in a Map Set, sharing same as contemplated herein with business partners and incorporation into other Platforms or distribution as set out herein;
 - 2.10. "Map Set" means a suite of electronic maps and mapping products, covering different geographical areas, together with certain associated information;
 - 2.11. "New Version" means the version of the Map Set which will replace the Current Version of the Map Set at the End Date;
 - 2.12. "Platform" means a combination of hardware architecture and software frameworks that allows software to run on various mediums such as but not limited to websites, mobile phone interfaces etc;
 - 2.13. "PND" means an in-car automotive Personal Navigational Device, which receives Global Positioning System (GPS) signals for the purpose of determining the End User's present location;
 - 2.14. "POI" means a specific geo-tagged point location on a mapset, that someone may find useful or interesting, also known as a point of interest;
 - 2.15. "the Party/ies" shall mean, either collectively or individually as the context may require, Garmap and the Advertiser;
 - 2.16. "Update(s)" means, when the Current version of the Map Set is merely updated to contain the most recent version of information and/or maps, which shall not constitute a New Version;
 - 2.17. When any number of days is prescribed in these Terms, same shall be reckoned exclusively of the first and inclusively of the last day;
 - 2.18. If any provision in this clause 2 is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of these Terms;
 - 2.19. The use of the word "including" followed by a specific example in these Terms shall not be construed as limiting the meaning of the general wording preceding it;
 - 2.20. Garmap Map Sets are updated by Garmap from time to time. From the date of the release by Garmap of such updated Map Set, same then becomes the Garmap Map Set version loaded on all Garmin Devices sold from the date of the release of the updated Garmap Map Set and is available for use on Garmin Devices acquired before the update in the form of an Update to the loaded Garmap Map Set and similarly for any other Platform the Information is used on. Garmap has no control over the timeframe in which the Information may be removed from third party platforms once distributed;
 - 2.21. Unless updated Map Sets are acquired by an existing End User in the form of an Update, the Garmin Device/other Platform utilised by such End User will continue to operate using the Garmap Map Set version loaded on the Garmin Device at the time that it was acquired by the End Advertiser.
3. By submitting the Information, the Advertiser gives Garmap a non-exclusive, worldwide, royalty-free irrevocable, unending licence to publicly display, distribute, share, promote any Information, to modify and translate, post or use the Information in a manner as it sees fit in relation to its business, that of its business partners and the purpose of promotion of the Information as set out herein.

4. By submitting the Information the Advertiser agrees that Garmap may share this Information with other companies, business partners and individuals with whom Garmap has a business relationship and to use the Information in relation to the associated entities for use which will give the Information exposure. The Advertiser agrees and understands that this may include distribution over various mediums, Platforms, public networks and that Garmap may have to make certain changes to the information to make it compatible with the technical requirements of these mediums.
5. Garmap attempts to continuously provide End Users and its business partners with the best possible navigational and mapping technology available. The Advertiser hereby licenses the Information to Garmap on the following basis:
6. The Advertiser agrees that the Information provided will be correct and up to date and updated regularly. Garmap has agreed to list the Advertiser as a POI and share the advertising information with its suppliers and business partners from time to time to be used to gain exposure for the Advertiser;
7. Nothing in these Terms will give the Advertiser any rights to use any of Garmap's trademarks, logos and any other intellectual property;
8. It is recorded that the decision of as to whether or not to list the Advertiser as part of the Services shall be made by Garmap acting in its sole and absolute discretion and such decision shall not be capable of being challenged on any basis whatsoever. In the circumstances Garmap offers no guarantee that subsequent to the completion of the application for registration form that the Advertiser's details will be listed;
9. In addition to the above, Garmap reserves the right, without notice, and acting in its sole and absolute discretion to:-
 - 9.1.1. subject the Advertiser's Information to such amendments as Garmap deems necessary or appropriate, whether prior to or after a listing;
 - 9.1.2. to remove a listing;
 - 9.1.3. determine the manner, category (if applicable), form and ranking of any listing;
 - 9.1.4. decide to which third parties and on which platforms the Information will be distributed;
10. For the avoidance of doubt, the Parties acknowledge that Garmap does not necessarily determine the type of Information required by End Users and also has no control over the extent of the use of the Information and therefore, notwithstanding anything contained in these Terms, Garmap shall be under no obligation to use the Information supplied by the Information Provider or to meet any minimum usage targets in relation thereto and the Advertiser acknowledges that the service being provided by Garmap may of its nature result in the Advertiser's competitors also being listed and Garmap does not offer any exclusivity to the Advertiser;
11. Garmap relies solely on the Advertiser's data and Information submitted insofar as the listing is concerned. Garmap does not in any way verify such Information and Garmap accepts no liability of whatsoever nature regarding the correctness or integrity of the Advertiser's Information. It is the Advertiser's responsibility to notify Garmap in writing regarding any amendments in respect of its listing. Garmap may incorporate such amendments in respect of the Advertiser's listing. In the event of Garmap accepting the amendments it shall give effect thereto at such time and in such manner as it deems appropriate and is commercially possible/viable. Garmap considers itself bound to all copyright laws in the territory of Southern Africa or otherwise and to terminating these Terms of offending Advertisers who do not adhere to clause 12 hereof in the strictest sense.
12. The Advertiser warrants that the listing does not in any way infringe the intellectual property rights, whether registered or not or howsoever stored, of any third party and that the Advertiser is entitled to apply for a listing and has the power, authority and right to grant the licence set out herein. The Advertiser hereby indemnifies and holds Garmap harmless in respect of any and all claims of whatsoever nature and howsoever arising which may be made related to the listing and use of the Information in terms of the license set out herein. The indemnity as set out herein shall, without derogating from the generality thereof, include all legal costs incurred by Garmap on the scale as between attorney and own client;
13. The Advertiser will at all times retain any and all copyright in and to the Information which is submitted for listing by Garmap, subject to the rights of use granted by the licence set out herein;
14. Garmap Mapsets are not compiled to meet the End Users' individual requirements and Garmap does not make any warranties or representations that the inclusion of the Advertiser's Information on Garmap Mapsets and/or any other use of the Information as set out herein, will have any positive impact on the Advertiser's business;
15. All intellectual property in respect of the Services, including but not limited to, content, trademarks logos, patents, software, source codes; texts, graphics, and any other intellectual property rights in and to the Garmap Mapsets vest in Garmap, and are protected against infringement by any third party including the Advertiser. It is in addition recorded, and the Advertiser acknowledges, that once the Advertiser's Information has been converted into a listing then such listing shall, at no cost to Garmap, accrue to and form part of Garmap (or its third party business partners, affiliates and/or subsidiary)'s intellectual property as regards the Basic Information only;
16. Garmap may provide the Advertiser with software to enable the upload of the Information in which event such software shall be subject to a royalty-free, limited, non-exclusive, non-assignable license granted by Garmap to the Advertiser for the duration of these Terms and the listing. The Advertiser is prohibited from disclosing, reverse engineering, copying, decompiling, distributing, creating derivatives, modifying, adapting, translate, or otherwise alter the software in any way or prepare and/or develop any derivative works from it and similar actions;
17. In the event of the Advertiser electing to cancel its listing, it will provide Garmap with 3 (three) calendar month's written notice, and Garmap will endeavour to exclude the Advertiser's listing in New Versions of Map Sets and/or on other platforms and mediums, but Garmap may not have any control on the period it will take to remove such content on third party platforms once distributed and does not give any guarantees or warranties to the Advertiser in this regard;

18. The Advertiser acknowledges and accepts that it will not have any claim of whatsoever nature against Garmap, its subsidiaries, affiliates, licensors or third party business partners, howsoever arising, whether directly or indirectly resulting from the listing, the Services and the related distribution of the Information as a result of entering into these Terms, such as but not limited to the loss of goodwill, the Information not being removed timeously on termination and losses due to the Advertiser's reliance on the Services. In particular, the Advertiser shall not be able to claim for any consequential damages, howsoever arising.
19. Garmap reserves the right, in its sole and absolute discretion to amend and/or update these terms and conditions, from time to time, without prior notice or justification to the Advertiser. Garmap may cancel these Terms at any time due to breach by the Advertiser, when required to do so by law, if it no longer renders the Services or for any other reason whatsoever. In the event of termination, all rights that vested in either party will remain unaffected and clause 20 will continue to apply to the parties.
20. No variation or addition hereto, including this clause, shall be of any force or effect unless reduced to writing and signed by a director duly authorised. This document contains the entire Agreement between the Parties regarding the matters contained herein and neither Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. No leniency or extension of time, which either Party may grant or show to the other, shall in any way prejudice that Party or preclude that Party from exercising any of its rights in the future. Garmap reserves the right to terminate and withdraw the Services at any time without notice to the Advertiser. These Terms and all matters or disputes arising therefrom, or incidental thereto shall be governed and construed in accordance with the exclusive jurisdiction of the courts of the Republic of South Africa. In the event of the invalidity of any part or portion of these Terms for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of these Terms and such invalid part or portion shall be deemed to have been struck out of these Terms.
21. The Advertiser agrees that Garmap may provide it with notices by e-mail or mail for purposes hereof and related to the Services and similar Services and other Products of Garmap from time to time.

Full Name _____

Business Name _____

Customer Reference Number _____

Signed _____ Date _____

This document can be returned by fax to +27 011 794 6054