

Website Terms of Use

1. Introduction

- 1.1. By accessing or using our website, <https://indieauthorsriseup.co.za/> or any related platform or application (collectively, “the **Website**”) you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the content of the Website always remain expressly reserved by *Indie Authors Rise Up*.
- 1.2. These Terms explain the conditions applicable to how you will use the Website. Please read these Terms carefully before using the Website. We will assume you have read and understood these Terms if you continue to access or make use of our Website.
- 1.3. Please pay specific attention to the BOLD paragraphs of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.
- 1.4. The terms "user", "you" and "your" are used interchangeably in these Terms and accordingly refer to anyone using the Website for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to *Indie Authors Rise Up* or our possession.

3. Our Services

- 3.1. Welcome to the official website of *Indie Authors Rise Up* an annual festival celebrating independent authors and their work and the service providers who assist them (“**Festival**”).
- 3.2. This Website serves as an informational landing page designed to provide you with key details about the Festival, including its date, time, location, and ticket purchasing options.
- 3.3. Please note that this Website is not interactive and does not collect personal information or facilitate transactions directly.

4. Purchasing a Festival Ticket and meals

- 4.1. If you would like to attend the Festival, you are welcome to purchase tickets through the Indie Authors Rise Up section of the, Quicket platform or hard copies from the Imibala Cafe at 16 Bright Street, Somerset West. Quicket will handle all online ticketing directly for the Festival.
- 4.2. From time to time, the Website may refer to, promote or link to meals that may be ordered from a third party service provider for consumption during the Festival. Any purchase of a meal is a transaction concluded directly between you and the service provider, on the service provider's terms and conditions, and the service provider is solely responsible for the order fulfilment, delivery, returns, refunds, customer service and any related queries or disputes.
- 4.3. We do not sell meals via the Website, nor do we act as an agent for meal service providers in respect of such sales, and we do not receive any payment or share of revenue for any meals sold pursuant to any link, reference or promotion on the Website.

5. Purchases through The Clowder Bookstore

- 5.1. From time to time, the Website may refer to, promote or link to the books of festival authors that may be purchased from The Clowder Bookstore (“**Clowder**”). Any purchase of books from Clowder is a transaction concluded directly between you and Clowder, on Clowder's terms and conditions, and Clowder is solely responsible for order fulfilment, delivery, returns, refunds, customer service and any related queries or disputes.
- 5.2. We do not sell books via the Website, we do not act as agent for Clowder or for any author in respect of such sales, and we do not receive any payment or share of revenue for any books sold through Clowder pursuant to any link, reference or promotion on the Website.

6. Website Content, Programme and Social Media

- 6.1. The Website may include the logos, names and/or trademarks of certain Festival sponsors.
- 6.2. The Website may include a programme of Festival events (the “**Programme**”). The Programme may include the names of participants and venues, but will not include photos of participants or venues.

- 6.3. Authors, participants and/or holders or hosts of events may place a link to the Website in their social media posts or profiles, provided that such linking must not suggest that we endorse or support any person, product or service, unless we have given written permission to do so.
- 6.4. We are not responsible or liable in any way for any social media content, statements, posts, comments, images or other output created, shared or published by any Festival participant, author, event holder/host or venue (including where such content links to or refers to the Website). Any such social media output is the sole responsibility of the relevant third party.

7. Use of this website

- 7.1. **Licence.** We grant you a limited licence to use this Website on these Terms. We may cancel your licence at any time for any reason. Your licence is automatically cancelled if you do not get our written permission before using this Website in a way these terms do not allow.
- 7.2. **Warranties.**
- you have read and agreed to these Terms and will use the Website in accordance with them;
 - you will not post, upload, replicate or transmit any abusive content through the Website or directly to us, that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, or in breach of privacy;
 - you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
 - you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that you do not own or do not have the right to publish or distribute;
 - you will not use the Website for any commercial purpose other than as expressly provided for by us herein;
 - you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
 - you will not facilitate or assist any third party to do any of the above.
- 7.3. **Breach.** If you breach any of the Terms or infringe any other person's rights (including copyright), we may cancel your licence, block you from using the Website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.
- 7.4. **Framing and linking.** You may not frame this Website or any of its pages. You may only link to the home page of this Website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our Website or intellectual property, unless we have given you written permission to do so.
- 7.5. **Virtual agents.** You may not use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this website, unless we have given you permission to do so.

8. Hyperlinks, Deep Links, Framing

- 8.1. The Website may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.
- 8.2. Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

9. Capacity

You warrant that you are entitled to visit this Website and agree to the Terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- are not 18 yet but have permission from your parent (or legal guardian) to do so.

10. Intellectual property

- 10.1. **Ownership.** Except as provided to the contrary in these Terms, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this Website are our sole property or will vest in us or a third-party licensor. All moral rights are reserved.
- 10.2. **Trademarks.** Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.
- 10.3. **Restrictions.** Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**
- 10.4. **Improvements.** We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Website or Festival, or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

7. Limits to our liability

- 7.1. **Own risk.** We provide the website “as is”. We do not give any express or implied warranty or make any other promise about this Website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.
- 7.2. **Indemnity.** You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or direct or indirect liability (including reasonable attorneys’ fees) related to your access to or use of this Website or breach of these Terms.
- 7.3. **Indirect damages.** We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.
- 7.4. **Direct damages limited.** If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.
- 7.5. **Faults.** We will do our best to fix any fault in this website as soon as reasonably practical after we discover it. This is the limit of our responsibility and liability for any fault in the Website.
- 7.6. **Security.** We take reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website offline. However, we do not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Website remains solely at your own risk, and you should take your own precautions accordingly.

8. Dispute Resolution

- 8.1. Should any dispute, disagreement or claim arise between us concerning the use of the Website or these Terms, we will endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 8.2. Should we fail to resolve such dispute in the aforesaid manner or within such further period as may be agreed to, we will approach an independent industry expert who will mediate the discussions to find a mutually beneficial solution.

- 8.3. If the dispute is still not resolved after such mediation, we will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), with an arbitrator selected by us.
- 8.4. Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 8.5. The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

9. Termination of Use

- 9.1. **IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR WEBSITE IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.**
- 9.2. Termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

10. General

- 10.1. **Entire agreement.** The Terms are the entire agreement between the parties on the subject.
- 10.2. **Changes to website.** We may change or stop publishing this Website without notice and will not be responsible for any consequences.
- 10.3. **Changes to terms.** We may change the Terms at any time by placing a notice on this Website or updating this web page. If you do not agree with the change, you must stop using this Website or the changed terms will apply to you.
- 10.4. **Facts about Website.** If an authorised administrator of this Website signs a letter confirming any fact related to the Website, that letter is conclusive proof of its contents. These may include the version of the Terms that apply to any dispute, or what content or functions the Website had at a particular time or date.
- 10.5. **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 10.6. **Severability.** Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
- 10.7. **Law and jurisdiction.** South African law and conditions (such as time and date) govern the terms. Notwithstanding clause 8 above, only the South African courts may decide any dispute about the Terms.
- 10.8. **Relationship Between the Parties.** The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party.
- 10.9. **Force Majeure.** If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned