AdEveryWhere®

See Ads Differently.

Terms and Conditions.



AdEveryWhere (PTY) Ltd

Terms and Conditions

Advertising network, campaign services and technology platform

VERSION 1 - Master Draft for Legal Review

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Agreement, acceptance and scope

These Terms and Conditions (the "Terms") govern access to and use of the Website, Customer Portal and Services provided by AdEveryWhere (Pty) Ltd. They also govern enquiries, quotations, Campaign Orders, Creative submissions, Campaign delivery, reporting, Screen Partner participation and related electronic communications.

A person accepts these Terms when that person creates an Account, ticks an acceptance box, signs or electronically accepts a quotation or Campaign Order, pays an invoice or deposit, submits Creative for publication, instructs AdEveryWhere to start work, uses a Service after being given a reasonable opportunity to review these Terms, or otherwise concludes an agreement that incorporates them.

If a person accepts these Terms for an organisation, agency, client, brand, political organisation or other principal, that person confirms that they are authorised to bind that principal. "you" and "your" then refer to the principal and, where the context requires, the person acting for it.

These Terms apply to both business customers and Consumers. A provision must not be read as excluding a right or remedy that Applicable Law does not permit the parties to exclude. Where the Consumer Protection Act applies, these Terms must be interpreted in a manner consistent with its fairness, notice and consumer-rights requirements.

> **Important legal notice.** Sections dealing with cancellation charges, service interruptions, Force Majeure, disclaimers, limitation of liability and indemnities may limit AdEveryWhere's liability, allocate risk to you or require you to compensate AdEveryWhere for certain losses. Please read those sections carefully. Nothing in these Terms excludes liability for fraud, wilful misconduct, gross negligence or any liability that cannot lawfully be excluded.

These Terms are effective from 5 August 2026 and are Version 1. They are designed to support AdEveryWhere's current combination of manually administered processes and digital systems, as well as later platform automation.

Company information

The Services are supplied by AdEveryWhere (Pty) Ltd, a private company incorporated in the Republic of South Africa under registration number 2024/646097/07 ("AdEveryWhere", "we", "us" or "our").

AdEveryWhere is a South African advertising technology company that connects Advertisers with a network of digital advertising screens and participating Locations. Its activities include DOOH media sales, multi-location Campaigns, inventory and slot

management, Campaign planning, Creative intake, scheduling, Proof of Play, audience estimation, Campaign analytics and Screen Partner enablement.

Our Website is https://adeverywhere.co.za and our general commercial email address is advertise@adeverywhere.co.za. Our registered and physical address, telephone number, information-officer contact and VAT registration details must appear on the Website, applicable quotation or invoice once confirmed and, where required by law, form part of the Agreement.

AdEveryWhere may trade through operational teams, authorised representatives, contractors and technology providers. No representative may vary the Agreement unless the variation is recorded in writing by a person authorised by AdEveryWhere.

Applicable legal and regulatory framework

The Agreement operates within South African law. Depending on the transaction and Campaign, relevant measures include the Consumer Protection Act, ECTA, POPIA, the Companies Act 71 of 2008, the Promotion of Access to Information Act 2 of 2000, the Copyright Act 98 of 1978, the Trade Marks Act 194 of 1993 and applicable common-law rules of contract, delict, defamation, passing off and unlawful competition.

Advertising content is also assessed against the ARB Code and its sector appendices, together with legislation and regulator rules governing the advertised category. These may include rules for gambling, liquor, tobacco, medicines, health professions, food, financial services, credit, competitions, elections, films and publications, data protection and municipal signage.

Laws and codes change. A reference to a legal measure is to the version applicable when the relevant act occurs. If a change makes scheduled Creative unlawful or requires a new warning, licence or placement restriction, the parties must cooperate promptly to amend or withdraw it.

AdEveryWhere is a media and technology provider, not the Advertiser's legal clearance service. Its review supports responsible publication but does not replace advice from the Advertiser's attorney, regulator, compliance officer or industry body.

Definitions

In these Terms, capitalised words have the meanings below. A defined term includes its grammatical variants where the context allows.

"Account" means a user profile used to access the Customer Portal or another protected part of the Services.

"Ad Slot" means an allocated period within a playback loop during which a Creative is scheduled to appear, ordinarily measured in seconds.

"AdEveryWhere Calculate" means AdEveryWhere's methodology, tools and workflows for matching Campaign schedules and playback records with available audience, presence, footfall or sensor data in order to produce Campaign Metrics.

"Advertiser" means the person whose goods, services, brand, cause or message are promoted by a Campaign, whether it books directly or through an Agency.

"Agency" means an advertising, media, marketing or other intermediary that books, manages or pays for a Campaign on behalf of an Advertiser.

"Agreement" means these Terms together with the accepted Campaign Order, quotation, specifications, policies and other documents incorporated under the Order of Priority section.

"Analytics" means summaries, calculations, charts, comparisons and insights derived from Campaign Data.

"Applicable Law" means the Constitution, legislation, regulations, municipal by-laws, binding court orders, lawful regulator requirements and applicable industry codes in force in South Africa, including any sector-specific rule applying to a Campaign.

"ARB Code" means the Code of Advertising Practice administered by the Advertising Regulatory Board, as amended from time to time, including applicable appendices and procedures.

"Audience Data" means aggregated, statistical or device-generated information about footfall, presence, opportunity to see, dwell, traffic or audience conditions at or near a Location.

"Business Day" means a day other than a Saturday, Sunday or South African public holiday.

"Campaign" means a planned placement of one or more Creatives across one or more Locations for an agreed period.

"Campaign Data" means scheduling records, playback logs, proof files, audience inputs, reports, service records and related data created or processed in connection with a Campaign.

"Campaign Metrics" means any reported measure such as Plays, Proof of Play, estimated impressions, Verified Impressions, reach, frequency, footfall, presence or opportunity to see.

"Campaign Order" means a quotation, insertion order, booking form, online checkout, statement of work or other written record accepted by the parties that identifies the Campaign and its commercial details.

"Consumer" has the meaning assigned under the Consumer Protection Act to the extent that Act applies to the transaction.

"Consumer Protection Act" means the Consumer Protection Act 68 of 2008, including applicable regulations, as amended.

"Creative" means an advertisement, video, image, animation, audio element, HTML asset, feed, copy, file or other material supplied or approved for a Campaign.

"Customer Portal" means any current or future online portal, dashboard, application or interface through which users may manage Campaigns, Creatives, Locations, payments, reports or Screen Partner activities.

"Data Protection Law" means POPIA and any other Applicable Law governing privacy, electronic communications, direct marketing, monitoring or information security.

"DOOH" means digital out-of-home advertising displayed on electronic screens in places outside a viewer's private home, including retail, hospitality, transport, service and community environments.

"ECTA" means the Electronic Communications and Transactions Act 25 of 2002, as amended.

"Estimated Impression" means a modelled opportunity for a person to have been exposed to a Creative, calculated from stated assumptions and available inputs; it is not proof that a person looked at, understood or acted on the Creative.

"Fees" means all prices, charges, deposits, production costs, installation costs, licence fees, membership fees, taxes and other amounts payable under the Agreement.

"Force Majeure Event" has the meaning given in the Force Majeure and events beyond reasonable control section.

"Location" means a venue, site, vehicle, screen environment or other place within the AdEveryWhere network at which a Campaign may be displayed.

"Location Rules" means reasonable content, technical, operational, brand-safety or trading requirements imposed by a venue owner, landlord, mall, transport operator, municipality or Screen Partner.

"Make-good" means replacement advertising inventory, an extension, rescheduling, substitute Location, service credit or comparable remedy provided for a qualifying delivery shortfall.

"Operating Hours" means the hours during which a Location and its screen are ordinarily available for Campaign playback, as stated in a Campaign Order or service description and subject to actual venue operations.

"Personal Information" has the meaning given in POPIA.

"Play" means a recorded instance in which the relevant player or content-management system indicates that a Creative was instructed to display or was displayed for all or part of its scheduled duration, subject to the reporting methodology.

"POPIA" means the Protection of Personal Information Act 4 of 2013, as amended.

"Proof of Play" means a playback log, player record, screenshot, photograph, system event or other evidence used by AdEveryWhere to indicate Campaign delivery. Proof of Play does not by itself prove human attention.

"Reach" means an estimate of the number of distinct persons or devices with an opportunity to be exposed to a Campaign. Unless a Campaign Order expressly states a validated deduplication method, Reach may be modelled and should not be treated as a census of unique people.

"Restricted Advertising" means advertising that is lawful only subject to licence, age, warning, placement, timing, substantiation, regulator or venue requirements, or that AdEveryWhere treats as higher risk.

"Screen" means a display, media player and related equipment used to present a Creative at a Location.

"Screen Partner" means an independent venue owner, operator or other network participant that makes a Screen or Location available for Campaign delivery.

"Services" means the advertising, technology, planning, Creative-handling, scheduling, reporting, Screen Partner and related services offered by AdEveryWhere from time to time.

"Synchronized Campaign" means a Campaign expressly sold as using coordinated playback windows across specified Locations. Normal multi-location Campaigns are not necessarily simultaneous.

"User Content" means information, files, logos, data, instructions, feedback or other material uploaded or supplied by or for a user, including Creative.

"Verified Impression" means an impression classified as verified under the methodology stated in the Campaign Order or report, typically because a qualifying audience or presence event was matched with a qualifying Play. It remains evidence of an opportunity to see, not proof of gaze, comprehension, recall or purchase.

"Website" means adeverywhere.co.za and any successor or related web property operated by AdEveryWhere.

Interpretation

Headings aid navigation and do not limit a clause. References to legislation include amendments and subordinate measures in force from time to time. "Including" and similar words do not limit the general wording that comes before them.

The singular includes the plural and vice versa. A reference to a person includes a natural person, company, close corporation, partnership, trust, state body, association or other juristic person where appropriate.

A reference to "writing" includes email, a Portal record and another data message that can be retained and reproduced. An electronic signature, tick-box acceptance, one-time password, typed name, portal action or comparable electronic method may evidence consent where legally effective.

If a period is stated in days, calendar days are meant unless Business Days are expressly stated. A period ending on a non-Business Day moves to the next Business Day, except for Campaign flight dates, content deadlines and system events that operate by calendar time.

No interpretation rule requiring an ambiguity to be resolved against the drafter applies merely because AdEveryWhere prepared these Terms. This clause does not reduce any protection under the Consumer Protection Act or other Applicable Law.

Eligibility, capacity and authority

A natural person using the Services must be at least 18 years old and legally capable of contracting. A minor may not create an Account, place a Campaign or submit Restricted Advertising.

An Agency warrants that it has a valid mandate from the Advertiser to book the Campaign, approve Creative, receive reports, give instructions and incur Fees. Unless AdEveryWhere expressly releases one of them, the Agency remains responsible for its own obligations and the Advertiser remains responsible for the lawfulness and accuracy of the advertising.

If an Agency books in its own name or receives an agency discount, it is liable for payment even if its client does not pay it. AdEveryWhere may require written confirmation of mandate, client identity, licences or payment responsibility before accepting a booking.

Public bodies, political organisations, regulated entities and persons using third-party funds must obtain all internal approvals, procurement authority and delegations required for the Campaign. AdEveryWhere is not responsible for verifying internal governance unless it agrees in writing to do so.

Website and acceptable use

The Website provides information, enquiry channels, maps, indicative inventory, forms and access to certain Services. Website content is general information and is not a binding offer unless clearly identified as an immediate online offer capable of acceptance.

You must use the Website lawfully and in a manner that does not impair security, availability or other users. You may not attempt to bypass access controls, scrape inventory at disruptive scale, introduce malware, test vulnerabilities without written permission, reverse engineer protected components, impersonate another person, submit fraudulent enquiries or use automated tools contrary to published instructions.

Location pins, photographs, availability indicators, audience descriptions and prices shown on the Website may be illustrative, delayed or indicative. A Location is secured only when confirmed in an accepted Campaign Order, and inventory may change before acceptance.

We may restrict or block access reasonably required to protect systems, investigate abuse, comply with law or maintain service quality. We will act proportionately and, where practicable, notify an affected legitimate user.

Links to third-party websites are supplied for convenience. AdEveryWhere does not control or endorse third-party content merely by linking to it, and the third party's own terms and privacy practices apply.

Accounts and account security

Registration information must be accurate, current and complete. You must promptly update material changes, including authorised users, billing details and contact addresses.

Each user must keep passwords, one-time codes, API keys and devices secure. Accounts may not be shared in a way that prevents accountability. You are responsible for actions taken through your Account by authorised personnel and for unauthorised use caused by your failure to take reasonable security measures.

You must notify AdEveryWhere without undue delay if credentials are lost, an authorised user leaves, suspicious activity occurs or information appears to have been accessed without authority. We may suspend credentials while investigating.

Administrators may invite other users and allocate permissions. The customer is responsible for choosing appropriate access levels and reviewing them regularly. We may rely on an instruction that reasonably appears to come from an authorised user until notified otherwise.

AdEveryWhere may require identity, company, authority or payment verification. Verification reduces risk but is not a guarantee that every user is who they claim to be.

Description and evolution of the Services

Services may include Campaign planning, bulk buying, Creative intake, scheduling, remote content management, playback monitoring, Proof of Play, audience estimation, Analytics, Screen Partner administration and related technology services. The precise Services for a Campaign are those stated in the Campaign Order.

Version 1 uses a combination of staff-managed workflows, spreadsheets, email, messaging, cloud platforms, media-player tools and customer-facing digital features. An instruction or approval given through an authorised manual channel is as effective as one given through the Portal, subject to verification and the Agreement.

AdEveryWhere may introduce automation, self-service booking, programmatic inventory, APIs, artificial intelligence, new measurement devices, updated dashboards and other platform features. Unless a Campaign Order states otherwise, new features do not retrospectively change an already confirmed Campaign's material commercial terms.

Service descriptions, examples and demonstrations explain capability but do not create a guarantee. A feature labelled beta, pilot, preview or experimental may be changed, suspended or withdrawn and should not be relied on for a critical decision without written confirmation.

Enquiries, Campaign planning and forecasts

AdEveryWhere may help identify Locations, formats, timing, package structure and expected delivery. Recommendations depend on information supplied by you and assumptions available when the recommendation is made.

Audience forecasts, availability indications, media plans, mock-ups, budget splits and estimated performance are planning tools. They are not guarantees of sales, footfall, conversions, brand lift, unique Reach or any minimum result unless the Campaign Order states an express guaranteed metric and remedy.

You must disclose material facts that may affect feasibility or compliance, including launch deadlines, regulated products, age restrictions, political content, comparative claims, exclusivity expectations, required sound, required synchronisation, language needs and mandatory legal warnings.

Planning work may be charged separately if stated in a quotation. If substantial planning is performed and the Campaign does not proceed, you remain liable for an agreed planning or production fee.

Quotations, Campaign Orders and formation of contract

A quotation is valid for the period stated in it and, if no period is stated, for seven calendar days. It is subject to inventory, technical approval, credit approval and final Creative review.

A Campaign booking becomes binding only when AdEveryWhere issues written acceptance or otherwise confirms the Campaign after receiving any required signed order, deposit, upfront payment, purchase order, compliance documents and acceptable Creative. An automated acknowledgement of receipt is not necessarily acceptance.

AdEveryWhere may correct an obvious pricing, quantity, tax, date or system error before Campaign commencement. If the correction materially disadvantages you, you may cancel the affected booking and receive a refund of amounts paid for undelivered Services.

A purchase order supports administration but does not replace or amend the Agreement. Terms printed on a customer purchase order or vendor portal do not apply unless an authorised AdEveryWhere representative expressly agrees to them in writing.

Each accepted Campaign Order is a separate contract incorporating these Terms. Multiple Campaign Orders may run concurrently without being treated as one inseparable agreement.

Campaign bookings and customer instructions

A Campaign Order should identify the Advertiser, Agency if any, Campaign name, Locations or package, flight dates, Operating Hours or dayparts, Creative duration, expected Plays or delivery basis, price, VAT treatment, reporting level and any special requirements.

You must review the Campaign Order before acceptance. AdEveryWhere may rely on its recorded details even if your internal brief differs, unless we receive and accept a correction before the relevant deadline.

Instructions must come from an authorised contact and be sufficiently clear. If two authorised contacts give conflicting instructions, we may pause work until the conflict is resolved, with resulting deadlines moving where reasonably necessary.

A Campaign may be conditional on minimum participating Locations, network capacity, venue consent or supplier availability. We will state a material condition in the Campaign Order where reasonably practicable.

Campaign inventory is not reserved by an enquiry or draft media plan. AdEveryWhere may place a temporary hold at its discretion, but a hold expires at the time communicated and does not guarantee acceptance.

Advertising packages, Ad Slots and bulk purchases

A package may combine Locations, Ad Slots, date ranges, estimated Plays, planning services, reporting and other benefits. Package components may be aggregated for pricing and delivery unless the Campaign Order gives a separate guaranteed allocation for each Location.

An Ad Slot is normally placed within a repeating loop shared with other advertisers. Loop length, order and neighbouring advertisements may vary. No particular sequence, first position, separation from every competitor or continuous display is promised unless expressly purchased.

Creative duration must match the booked Ad Slot. If a file is shorter, the player may hold the final frame or return to the loop; if longer, it may be rejected, trimmed only with approval, or charged as a longer slot.

Bulk pricing may depend on committed volume, selected clusters, flight length, standardised Creative and advance payment. If the agreed volume is reduced or locations are removed at your request, AdEveryWhere may recalculate pricing using the rate applicable to the lower volume.

Package and bulk inventory is for the named Advertiser and Campaign. It may not be resold, sublicensed, transferred between unrelated advertisers or used as an undisclosed media-arbitrage product without our written consent.

> **Example.** If a package is priced for 30 Locations as one network buy, delivery and Make-goods may be assessed across the package. It does not automatically promise the same number of Plays at every Location unless the Campaign Order says so.

Location availability and venue conditions

Locations operate independently and may change trading hours, layout, ownership, tenancy, access rules, electrical supply or screen position. Availability shown during planning remains subject to final confirmation and continued venue participation.

A Location photograph or map pin is descriptive and may not show the exact final line of sight, surrounding stock, temporary signage, reflections, crowd conditions or later fit-out changes. You may request a current placement confirmation where this is material.

Venue and Screen Partner permissions may restrict product categories, competitors, political messages, sound, brightness, timing, language, QR codes, data collection or promotional claims. You must comply with Location Rules communicated before or during a Campaign.

AdEveryWhere may substitute a reasonably comparable Location, adjust delivery across a package, extend the Campaign or issue another Make-good if a confirmed Location becomes unavailable. We will consult you before a material substitution where time reasonably allows.

Unless expressly stated, a Campaign does not grant physical access to a Location, the right to install customer equipment, exclusivity, merchandising space or permission to conduct activations, sampling, sales or data collection at the venue.

Campaign scheduling, Operating Hours and synchronisation

Campaign dates and dayparts are stated in the Campaign Order. Playback is scheduled using South African Standard Time unless another time zone is stated.

Operating Hours usually follow actual venue trading and screen availability. Public holidays, Sundays, maintenance periods, emergency closures and local operating decisions may produce shorter hours than a general description.

A standard multi-location Campaign distributes Creative across selected Locations but does not guarantee simultaneous playback. Exact synchronisation is technically sensitive and is supplied only as a Synchronized Campaign with agreed tolerance, participating Screens and remedy.

Scheduling may use a target number of Plays, a share of loop, a time-based rotation, a budget pacing method or another delivery rule. The applicable basis must be read from the Campaign Order and report.

Start dates depend on timely payment, final Creative approval and completion of required integrations. If you miss a deadline, AdEveryWhere may move the start date, reduce the remaining flight, charge a rush fee or require a new booking, depending on available inventory.

We may make minor pacing adjustments across hours or days to account for system connectivity, venue operations or expected audience patterns, provided the Campaign remains materially consistent with the agreed delivery basis.

Creative submission and delivery deadlines

Creative must be supplied through the designated Portal, secure transfer, email or other approved channel by the deadline in the Campaign Order. A link that expires, requires inaccessible permissions or contains an unsupported file is not valid delivery.

You must supply final, publication-ready Creative unless production services are separately purchased. Source files, fonts, subtitles, language versions, safe-area instructions and brand guidelines must be included where required.

AdEveryWhere may publish technical specifications for resolution, dimensions, aspect ratio, duration, codec, frame rate, file size, audio, colour and naming. The Campaign-specific specifications prevail if they differ from general guidance.

We may transcode, resize, compress, rename or package Creative as reasonably necessary for playback, provided we do not intentionally make a material editorial change. Colour, sharpness, motion and audio may vary between devices and environments.

You are responsible for proofreading names, prices, dates, contact details, legal warnings, QR destinations, language and claims. AdEveryWhere's technical review is not proofreading or legal approval.

Creative review, approval and revisions

All Creative is subject to technical, legal-risk, venue and brand-safety review. Acceptance of a booking does not guarantee acceptance of a later-supplied Creative.

AdEveryWhere may request evidence, licences, disclaimers, age gates, warning text, substantiation, talent releases, proof of authority, translations or changes reasonably required for compliance or venue acceptance.

Approval means only that AdEveryWhere is willing to schedule the Creative based on information then available. It does not transfer legal responsibility, certify truthfulness, clear third-party rights or prevent later suspension following a complaint, regulator request or new information.

Revisions requested by you after approval may be treated as a change order. Re-review, reformatting, urgent replacement and re-scheduling may attract Fees and may delay launch.

If AdEveryWhere offers design, adaptation or production services, you must approve a proof. Approval confirms the visible content and technical output. Minor screen-to-screen rendering differences do not amount to a production defect.

Advertiser responsibilities, warranties and substantiation

You warrant that every Creative and instruction is lawful, accurate, decent, honest and truthful; does not omit information in a misleading way; and complies with the ARB Code, Applicable Law, licences, Location Rules and the terms of any promoted offer.

Before publication, you must hold current and market-relevant evidence for every objective claim capable of substantiation. Claims such as "best", "number one", guaranteed savings, health outcomes, environmental benefit, audience superiority or performance comparison require an appropriate factual basis.

You warrant that advertised goods and services are genuine, lawfully supplied, reasonably available on the stated terms and not part of a scam, pyramid scheme, prohibited financial arrangement, illegal gambling operation or deceptive lead-generation practice.

Prices, discounts, free offers, competitions, stock limitations, subscription terms and material exclusions must be presented clearly enough for the intended audience and medium. A QR code or landing page may provide detail but must not be used to cure a materially misleading main claim.

You must promptly notify us if a claim becomes inaccurate, an offer changes, stock is withdrawn, a licence expires, a regulator begins an inquiry or a third party alleges infringement. We may suspend the affected Creative while the matter is assessed.

Advertising standards and responsible advertising

Creative must respect human dignity, equality, privacy and the likely impact of the advertisement as a whole on the audience at the Location. Context, language, imagery, sound and placement are all relevant.

Advertising must be recognisable as advertising where its commercial nature may otherwise be unclear. Paid testimonials, endorsements, influencer content and native formats must include disclosures required by law or the ARB Code.

Advertising must not be misleading by statement, implication, exaggeration, omission, visual treatment, price presentation, comparison, fabricated testimonial or misuse of technical information. Obvious humour or puffery must not disguise an objective claim.

Comparative advertising must be fair, based on like-for-like and current facts, not disparage a competitor without basis, and identify the comparison clearly enough to avoid confusion.

Advertising likely to cause serious, widespread or unjustifiable offence, discrimination, harmful stereotyping, exploitation, humiliation or fear may be rejected even if it is not clearly unlawful. The standard may vary with the audience and venue.

Prohibited advertising and conduct

AdEveryWhere will not knowingly carry Creative that promotes or facilitates illegal goods, unlawful services, violence, trafficking, sexual exploitation, child sexual abuse material, hate, terrorism, fraud, malware, phishing, counterfeit goods, stolen property or evasion of law.

Creative may not contain defamatory allegations, unlawful threats, harassment, doxxing, non-consensual intimate material, deceptive impersonation, fabricated official notices or content that creates a material public-safety risk.

Creative may not use flashing, sound, emergency imagery, road-sign imitation or other effects in a manner likely to distract drivers, trigger foreseeable harm or mislead people about an emergency, official instruction or safety condition.

Advertising of tobacco products is not accepted where prohibited by Applicable Law. AdEveryWhere may apply the same default prohibition to vaping, nicotine and closely associated brand-extension advertising where legality or public-health compliance is uncertain.

We may maintain a more restrictive internal policy than the minimum legal standard for child safety, financial harm, explicit sexual content, weapons, drugs, gambling, alcohol, political advertising or venue suitability.

Restricted Advertising: general requirements

Restricted Advertising requires prior written disclosure and approval. You must not disguise a regulated category as ordinary retail, lifestyle, education, recruitment or entertainment content.

We may require licences, regulator registrations, responsible-advertising warnings, legal opinions, scripts, substantiation, product approvals, age targeting, venue consent and proof that the Advertiser is authorised to operate in each relevant province.

Approval may be limited to certain Locations, times, audience profiles, wording or versions. Restrictions may change if law, regulator guidance, licensing conditions, venue policy or public-risk circumstances change.

If required documents are not supplied by the deadline, AdEveryWhere may reject the Creative, delay the Campaign or allocate the inventory elsewhere. Unless the failure is ours, reserved inventory and work already performed may remain chargeable.

Political, election and advocacy advertising

Political advertising, election messages, referendum material, public-policy advocacy and issue advertising are accepted only at AdEveryWhere's discretion and require prior written approval. A Campaign Order is not final for this category until the specific Creative, funder and authority have been approved.

The advertiser must disclose the political party, candidate, office-bearer, organisation, campaign, sponsor and person legally responsible for the message. Anonymous or disguised political advertising, foreign interference, voter suppression, false voting instructions and unlawful use of state resources are prohibited.

Political Creative must comply with election legislation, the Electoral Code of Conduct, Independent Electoral Commission requirements, municipal and venue rules, applicable disclosure obligations and any lawful moratorium or campaigning restriction. Because the ARB Code does not generally determine political acceptability, AdEveryWhere and each affected Location may apply their own reasonable acceptance rules.

Manipulated media, synthetic voice, deepfakes, misleading editing or impersonation involving a political person or public institution must be clearly disclosed where permitted and may be refused where likely to deceive, inflame violence or undermine an election.

AdEveryWhere does not promise equal access, category exclusivity or equivalent availability to political competitors unless required by Applicable Law or expressly agreed. It may pause all political advertising at a Location if safety, legality or venue neutrality reasonably requires it.

Gambling, betting and prize-based gaming

Gambling advertising is accepted only from an operator lawfully licensed for the advertised activity in the relevant South African jurisdiction. You must provide licence details and any

requested confirmation from the National Gambling Board or applicable provincial licensing authority.

Gambling Creative must not be false or misleading, promote unlawful gambling, target or depict minors, present gambling as free or discounted contrary to law, imply guaranteed financial or social success, portray winning as probable, encourage chasing losses or imply that longer play improves the chance of winning.

Required responsible-gambling warnings, age restrictions, helpline details, licence disclosures and display durations must be legible, noticeable and included in the Creative itself. A warning hidden only behind a QR code is insufficient.

AdEveryWhere may check a public register of verified operators, but that check does not replace the Advertiser's continuing responsibility. A licence suspension, province-specific restriction or regulator concern must be disclosed immediately.

Campaigns for fantasy games, trading games, prize pools, prediction markets, gaming tokens or competitions may be treated as gambling if their operation or presentation creates comparable legal risk. AdEveryWhere may require a legal opinion before acceptance.

Alcohol, tobacco, vaping and controlled products

Alcohol advertising must comply with liquor legislation, the ARB Code and applicable industry rules. It must not target minors, encourage irresponsible or excessive consumption, associate alcohol with driving, workplace safety or guaranteed social success, or conceal material conditions of a promotion.

AdEveryWhere may restrict alcohol Creative by Location, audience context, Operating Hours, product strength or proximity to schools, transport safety areas and family-focused venues. Required responsible-consumption statements must remain legible for the medium.

Tobacco product advertising, promotion and sponsorship is prohibited to the extent required by the Tobacco Products Control Act and related measures. AdEveryWhere's default policy is to reject tobacco-brand advertising and any indirect brand extension designed to defeat that prohibition.

Vaping, e-cigarette, nicotine-pouch, cannabis, CBD and similar controlled-product advertising requires prior legal confirmation and may be rejected regardless of availability in retail. Product availability does not by itself establish that public advertising is lawful.

The Advertiser is responsible for age restrictions, health warnings, licence conditions, product classification and avoiding misleading therapeutic or reduced-harm claims.

Medicines, health, cosmetics and wellness claims

Advertising for medicines, medical devices, complementary medicines, health services, diagnostics, procedures, supplements, cosmetics and wellness products must comply with applicable health legislation, professional rules, SAHPRA requirements and the relevant ARB Code appendices.

You must establish product registration or lawful market status where required and supply substantiation for efficacy, safety, comparative, before-and-after and endorsement claims. A customer testimonial does not replace competent scientific evidence.

Creative may not guarantee a cure, exploit fear or vulnerability, encourage unsafe self-diagnosis, discourage necessary professional care, present a regulated product as approved when it is not, or use a health professional's identity without authority.

Weight-loss, sexual-health, fertility, mental-health, chronic-disease and children's health Campaigns may be subject to enhanced review because of their sensitivity. AdEveryWhere may require less graphic wording, audience-appropriate placement or an independent legal review.

AdEveryWhere's review is not clinical, regulatory or professional advice. The Advertiser remains responsible for every medical and scientific representation.

Financial services, credit, investments and crypto-assets

Financial Advertising requires prior disclosure of the regulated entity, relevant FSP, credit-provider, bank, insurer, collective-investment, payment or crypto-asset authorisation and the specific product promoted. AdEveryWhere may verify public registers but does not certify compliance.

Financial Creative must be fair, clear and not misleading; present material fees, risks, eligibility, interest or return assumptions appropriately; and include required licence numbers, warnings and disclosure statements.

Advertising may not promise guaranteed investment returns unless lawfully guaranteed and fully explained, minimise material risk, present past performance as certain future performance, promote an unlawful deposit-taking or credit scheme, or exploit financial distress.

Credit advertising must comply with the National Credit Act and applicable disclosure requirements. Debt-relief, credit-repair and business-opportunity Campaigns may require enhanced substantiation and proof of authority.

Crypto-assets, foreign exchange, contracts for difference, trading signals and similar high-risk products may be accepted only from appropriately authorised persons and with

prominent risk disclosure. AdEveryWhere may reject a Campaign based on consumer-harm risk even if the advertiser claims that a product falls outside a particular licence category.

Promotions, competitions, endorsements and advertising to children

A promotional competition must have lawful and accessible rules identifying the promoter, eligibility, closing date, selection method, prize, material limitations and process for claiming. The Creative must not create a false impression of winning or hide a payment or subscription obligation.

Endorsements, testimonials, reviews and influencer statements must reflect genuine experience and disclose material commercial relationships where required. Actors and dramatizations must not be presented as independent customers or professionals in a misleading way.

Advertising directed at or likely to materially influence children must account for their credulity and lack of experience. It may not exploit trust, encourage unsafe behaviour, undermine caregivers, create unreasonable pressure to purchase, collect children's Personal Information unlawfully or depict inappropriate products as suitable for them.

A Campaign using a school, campus, family or youth-oriented Location may face stricter category and Creative limits. The Advertiser must disclose if children are a target audience or likely audience.

QR codes, games, lead forms and landing pages associated with child-facing Creative must include age-appropriate notices and safeguards. AdEveryWhere may disable or reject an interactive element that creates privacy or safety risk.

Competitor advertising, exclusivity and category separation

Multiple competing advertisers may appear at the same Location or within the same playback loop. A booking does not include category exclusivity, adjacency separation or competitor blackout unless expressly stated in the Campaign Order.

If exclusivity is purchased, it applies only to the defined category, Locations, dates and media inventory. It does not cover venue signage, tenant promotions, broadcast content, customer devices, unrelated screens or unavoidable incidental references unless stated.

A comparative advertisement naming or depicting a competitor requires appropriate substantiation and rights clearance. AdEveryWhere may seek a legal review, require neutral wording or decline the comparison where a fast-moving dispute cannot reasonably be assessed before launch.

Venue owners may reserve rights for tenants, fuel brands, franchise partners, mall campaigns or other commercial categories. These venue commitments may override general network availability and lead to a Make-good.

Campaign rejection, suspension and removal

AdEveryWhere may reject, suspend, restrict or remove a Creative or Campaign where it reasonably believes that publication may breach the Agreement, Applicable Law, the ARB Code, a regulator direction, Location Rules, third-party rights, public safety or legitimate brand-safety standards.

We may act immediately where delay could cause harm, legal exposure, system risk or a venue breach. Where circumstances permit, we will explain the concern and allow a reasonable opportunity to provide evidence or replacement Creative.

Suspension does not imply that an allegation is proven. It is a risk-control measure while facts, authority, complaints or updated Creative are considered.

If the problem results from your Creative, product, omission or failure to supply evidence, reserved inventory, review work and delivery already completed remain chargeable. Additional costs of removal, replacement, regulator response or urgent re-scheduling may be charged where reasonable.

If AdEveryWhere rejects a compliant Campaign solely for its own commercial convenience before delivery and no suitable replacement is agreed, it will refund Fees paid for undelivered Services. This is subject to the Force Majeure and limitation sections.

Ownership and licence of Creative and User Content

As between the parties, you or your licensor retain ownership of Creative and User Content. No ownership transfers to AdEveryWhere merely because content is uploaded, formatted, scheduled or reported.

You grant AdEveryWhere and its Screen Partners, contractors, hosting providers and media-technology suppliers a non-exclusive, royalty-free licence to host, copy, transcode, adapt technically, transmit, display and reproduce Creative as reasonably necessary to plan, deliver, evidence and administer the Campaign.

The licence runs for the Campaign and a reasonable pre-loading, reporting, backup and compliance-retention period. It includes the right to store limited archival copies for dispute, audit, security and legal purposes.

AdEveryWhere may use a Campaign image, brand name or delivery summary in a portfolio or case study only with your consent, unless the material is already lawfully public and the

use is merely factual and non-confidential. Any published performance claim must use an agreed and properly qualified metric.

You may request deletion of non-required Creative after the retention period, subject to backup cycles, legal duties and legitimate record-keeping.

AdEveryWhere intellectual property and permitted platform use

AdEveryWhere and its licensors own the Website, Customer Portal, software, workflows, screen-network configuration, templates, brand, documentation, reporting formats, databases, selection and arrangement of network information, and the methodology and presentation of AdEveryWhere Calculate, excluding customer-owned content and raw data owned by another party.

Subject to payment and compliance, AdEveryWhere grants you a limited, non-exclusive, non-transferable right to use the Customer Portal, reports and documentation for your internal Campaign management and legitimate client reporting during the Agreement.

You may share a final Campaign report with the named Advertiser and its professional advisers, but may not remove methodology qualifications, resell the platform, publish confidential Location economics, create a competing inventory database through extraction, or use AdEveryWhere materials to misrepresent an independent measurement certification.

"AdEveryWhere", its logo, product names and visual identity are trade marks or proprietary brand elements. No licence to use them is granted except for an approved factual reference to a Campaign relationship.

If you provide feedback or product suggestions, AdEveryWhere may use them without restriction or payment, provided it does not disclose your Confidential Information or claim ownership of your Creative.

Third-party rights, talent, music and permissions

You warrant that you own or have obtained all rights needed for Creative, including copyright, trade marks, logos, music, recordings, footage, photographs, fonts, software, data, scripts, designs, personality rights, performer consents, location releases and moral-rights permissions.

Rights must cover DOOH display, the selected territory, flight period, expected audience, edits or technical adaptations and any online reporting reproductions. A social-media or television licence may not automatically cover outdoor digital use.

Where a child, employee, customer, public figure, cultural symbol, community, building or private property is identifiable, you must assess and obtain any required consent. Newsworthiness, public availability or previous publication does not automatically authorise advertising use.

If a third-party claims infringement, you must promptly provide licences and cooperate with removal or defence. AdEveryWhere may preserve evidence and suspend the Creative without waiting for a final court decision.

Pricing, quotations and VAT

Fees are those in the Campaign Order or current applicable pricing. Prices may be based on Location, day, flight, Ad Slot duration, loop share, package, expected Plays, audience tier, production work, licence, membership or another stated unit.

Unless expressly stated otherwise, prices exclude value-added tax and any other tax, levy, licence fee or third-party charge that must lawfully be added. VAT will be charged if and when AdEveryWhere is required to do so and a valid tax invoice will be issued.

A stated "from" price is indicative and depends on Campaign details. Discounts, pilot prices, promotional rates and negotiated packages apply only to the named order and do not establish a future rate.

AdEveryWhere may change general pricing prospectively. A confirmed Campaign Order is not repriced except for an agreed change, a customer-caused reduction in committed volume, a tax change, an obvious error or a circumstance expressly provided for in the Campaign Order.

Bank charges, currency conversion and withholding taxes are for the payer's account unless Applicable Law requires otherwise. Payments must be made in South African rand unless agreed.

Invoicing, deposits and payment

Unless the Campaign Order grants approved credit terms, Fees are payable in full before the Campaign starts and sufficiently early for cleared funds to be verified. AdEveryWhere may require a non-refundable planning or reservation deposit where stated.

Approved credit customers must pay by the due date on the invoice. A purchase-order process or internal approval delay does not extend the due date unless AdEveryWhere agreed to that process before acceptance.

Payment must use the invoice reference and designated account. AdEveryWhere is not responsible for payment sent to altered banking details unless the change was verified

through an authorised channel. Customers should independently verify any bank-detail change.

No deduction, set-off or withholding is permitted except where required by law or agreed in writing. A disputed invoice must be raised promptly with reasons and supporting detail; the undisputed portion remains payable.

AdEveryWhere may allocate a payment to the oldest outstanding amount or the Campaign identified by the reference, acting reasonably.

Late payment, failed payment and credit risk

If an amount is overdue, AdEveryWhere may withhold acceptance, pause Creative work, suspend Campaign delivery, remove access to reports, decline new bookings or require advance payment. We will consider materiality and, where practicable, give notice.

Interest may be charged on an overdue business debt at the prime lending rate publicly quoted by AdEveryWhere's principal bank plus two percentage points, calculated from due date to payment, or the maximum lawful rate if lower.

You are liable for reasonable collection costs lawfully recoverable, including tracing, bank-return and legal costs, subject to judicial oversight and Consumer law.

If a payment is reversed, dishonoured or shown to be unauthorised, the related booking may be treated as unpaid. AdEveryWhere may require verified replacement payment before reinstatement.

We may conduct proportionate credit, fraud and identity checks with authorised providers and may set, reduce or withdraw a credit limit based on payment history or material risk.

Campaign changes and change control

A requested change to dates, Locations, Creative duration, package, category, language, synchronisation, reporting or delivery basis is subject to feasibility and written acceptance. Silence or receipt of a replacement file is not necessarily acceptance of the broader change.

AdEveryWhere will identify material additional Fees or timing effects before implementing a chargeable change where reasonably possible. Urgent operational instructions may be implemented first if you ask us to proceed despite the time constraint.

Minor Creative swaps within an agreed allowance may be included. Additional versions, frequent rotations, daypart variations, dynamic feeds, emergency swaps and after-hours work may be separately charged.

If a change reduces booked inventory after the cancellation deadline, the original inventory may remain payable because it may not be resold. Any saving or resale credit is applied only where the Campaign Order or law requires it.

Changes required by law, regulator direction or venue policy will be handled reasonably. If compliant replacement Creative is supplied on time, we will try to preserve the Campaign schedule; otherwise the cancellation and Make-good rules apply according to cause.

Rescheduling and cancellation by the customer

A customer may request cancellation or rescheduling in writing. The request is effective when received by an authorised AdEveryWhere contact, not when sent to an unmonitored inbox or informal third party.

The Campaign Order may state a cancellation schedule. If it does not, AdEveryWhere may charge a reasonable amount reflecting work performed, Creative or production costs, non-cancellable supplier commitments, reserved inventory, likelihood of resale and the notice given.

As a general commercial guide, a cancellation received more than 20 Business Days before launch may attract planning and committed-cost charges; 10 to 20 Business Days before launch may attract up to 50% of media Fees; and fewer than 10 Business Days before launch may attract up to 100%. The actual charge must remain reasonable in the circumstances and any applicable statutory right prevails.

Rescheduling is not an automatic way to avoid a cancellation charge. It is subject to comparable inventory, a new launch date, price differences and a reasonable administration or supplier cost.

Where the Consumer Protection Act or ECTA grants a cooling-off, advance-booking cancellation or fixed-term cancellation right, that right applies despite this commercial guide. AdEveryWhere may levy only a charge permitted by Applicable Law.

Pausing a live Campaign at your request does not extend the end date unless we agree to an extension or Make-good.

Refunds, service credits and Make-goods

Refunds are not available merely because a Campaign did not generate the hoped-for sales, enquiries, attendance, website traffic, recall or other business outcome.

If AdEveryWhere fails to deliver a material, expressly guaranteed element for reasons within its reasonable control, the primary remedy is a proportionate Make-good. We will consider

the affected Location, time, Plays, audience context, remaining flight and Campaign objective.

A service credit is applied to a future invoice or replacement delivery and is not cash unless the Campaign Order, Applicable Law or AdEveryWhere expressly provides otherwise. Credits are non-transferable and expire after 12 months unless a shorter lawful period is clearly agreed.

If a Make-good is not reasonably capable of serving the Campaign purpose, AdEveryWhere may refund the proportion of Fees paid for the undelivered affected component. Delivered Services, production work and unaffected package components remain payable.

Claims for delivery shortfall should be raised within 10 Business Days after the report or Campaign end so logs can be investigated, but a failure to meet this administrative period does not extinguish a non-waivable statutory right.

Duplicate payment, incorrect amount and cancelled-service refunds are made to the original verified payer or payment method where practicable, after fraud and reconciliation checks.

Location changes and Screen Partner dependency

AdEveryWhere's network depends on independent Screen Partners, venues, landlords, connectivity and equipment. A Screen Partner is not AdEveryWhere's employee or agent unless a written agreement expressly says so.

A Screen Partner may temporarily lose power, connectivity, access or permission, or may close, relocate, refurbish or leave the network. AdEveryWhere will use reasonable operational efforts to diagnose issues, restore delivery or arrange a Make-good.

If a Location permanently leaves the network before launch, we may offer a comparable Location, reallocate delivery across the package, extend the Campaign or refund the undelivered affected value. Comparability considers geography, audience context, Operating Hours, format and commercial value, not identical footfall.

AdEveryWhere may suspend a Screen Partner that repeatedly fails technical, reporting, content, maintenance or compliance standards. Advertisers have no right to require that an unsuitable partner remain active.

Location network size statements such as "50+ Locations" describe network capability at a point in time and are not a guarantee that every Location is available for every Campaign.

Playback, delivery and operational tolerances

AdEveryWhere schedules Creative using its own or third-party content-management systems and media players. Delivery may be verified from a combination of scheduling

records, device heartbeats, screenshots, photographs, remote logs and Screen Partner confirmations.

A Play may be incomplete because of power loss, player restart, network interruption, file error or screen change. The reporting methodology may exclude, qualify or separately identify incomplete or duplicate records where the system can detect them.

Unless a guaranteed number is stated, expected Plays and loop frequency are planning estimates. Actual delivery may vary across Locations and hours because loop composition, Operating Hours, maintenance, pacing and event conditions change.

Sound is not guaranteed unless the Campaign Order expressly includes audible playback at named Locations. Many DOOH environments operate muted or at venue-controlled volume. Creative must communicate its essential message visually.

Screens differ in brightness, colour calibration, resolution, viewing angle and ambient light. A technically acceptable variation is not a failure to deliver. We will address material faults reported with sufficient evidence.

A brief interruption or small pacing variation is not automatically a material breach. Delivery is assessed over the agreed Campaign unit and remedy structure, not by an isolated moment, unless the Campaign's value depended on that moment and this was expressly recorded.

Proof of Play

Proof of Play indicates that a system, player or verification process recorded Campaign delivery. It may consist of log entries, timestamps, file identifiers, screen identifiers, screenshots, photographs or other available evidence.

Proof of Play does not prove that a Screen was visible from every angle, that a particular person was present, that a person looked at the Creative or that the message had an effect. Those matters require separate measurement.

Where reports use automated logs, timestamps may be normalised, rounded or converted to South African Standard Time. Minor clock drift, delayed sync and log batching may occur and will be handled under the stated methodology.

Photographic proof is illustrative unless the Campaign Order requires a defined sample. AdEveryWhere is not obliged to photograph every Play or every day.

You must not alter a Proof of Play report or remove methodology qualifications in a way that creates a misleading claim. If a report is shared externally, its title, date range, metric definitions and material caveats should remain visible.

Audience measurement and AdEveryWhere Calculate

AdEveryWhere Calculate combines available Campaign schedules, Proof of Play and audience inputs to estimate or verify opportunities for exposure. Inputs may include anonymous people-counter events, footfall totals, entry and exit timestamps, dwell assumptions, venue operating data, traffic data and third-party estimates.

The methodology may match a presence or audience event to the time window in which a Creative played. A match indicates that a person may have had an opportunity to see the Creative; it does not establish eye contact, attention, comprehension, identity or purchase intent.

The measurement window, sensor field, deduplication logic, treatment of staff, children, repeat entry, occlusion, group entry, tailgating and device downtime may affect results. Material assumptions should be described in the report or current methodology note.

Different Locations may use different measurement maturity levels. A Campaign report may therefore combine measured, modelled and unavailable data, provided each category is identified clearly enough to avoid presenting all figures as equally verified.

AdEveryWhere may update the methodology to improve accuracy, address device behaviour or adopt industry practice. A material change affecting comparability should be disclosed in the relevant report.

No biometric identification, facial recognition or individual profiling is part of AdEveryWhere Calculate unless separately introduced with a lawful basis, impact assessment, appropriate notice and any consent or authorisation required by Data Protection Law.

Estimated Impressions and Verified Impressions

An Estimated Impression is a statistical opportunity to see. It may be derived from footfall multiplied or allocated by Campaign timing, screen visibility, dwell or another disclosed factor. It should be reported with the relevant period and methodology.

A Verified Impression is not a universal industry certification. It means that the event met AdEveryWhere's stated verification rule for that Campaign, such as a qualifying sensor presence matched to a qualifying Play within a defined time window.

Neither metric proves gaze, emotional response, recall, action, conversion or the absence of duplication. Customers must not describe impressions as "people who watched" unless an appropriate measurement method supports that claim.

Sensor counts may undercount or overcount because people enter together, obstruct one another, reverse direction, remain in the area, enter outside the field, or because

environmental conditions affect detection. Calibration and quality controls reduce but do not eliminate these effects.

If a report materially misclassifies a metric because of AdEveryWhere's processing error, we will correct the report. Correction of a metric does not automatically entitle the customer to a refund unless delivery itself failed or the metric was an expressly guaranteed basis of price.

Reach, frequency and Campaign Analytics

Reach and Frequency are modelled unless a Campaign Order identifies a valid deduplication source. The same person may be counted at multiple Locations or on multiple visits, and anonymous counters ordinarily cannot establish identity.

Frequency may be expressed as Plays per hour, average opportunities per visitor, estimated exposures per reached person or another stated measure. The report label and formula determine its meaning.

Analytics may compare Locations, days, hours, Creative versions or audience conditions. Correlation does not establish that the Campaign caused a change in sales, footfall or behaviour.

Benchmarks and network averages may be aggregated, anonymised, sampled or drawn from different periods. They are directional unless the report states that the comparison is like-for-like.

You are responsible for combining Campaign Analytics with your own sales, web, coupon or conversion data lawfully and for interpreting results in context. AdEveryWhere does not provide accounting, investment, clinical or statistical assurance.

Reporting, corrections and data retention

Reporting frequency and format are stated in the Campaign Order. Reports may be delivered by email, file, shared link or Customer Portal and may be provisional while late device logs or Screen Partner records are reconciled.

A final report may include Campaign summary, participating Locations, scheduled period, Plays, exceptions, Proof of Play samples, audience metrics and methodology notes depending on the package purchased.

You should review a report promptly and identify a suspected error with the affected Location, date, metric and reason. AdEveryWhere will investigate using records reasonably available.

AdEveryWhere may correct a report where a log is duplicated, late, incomplete, mislabelled or affected by a known system issue. A corrected report replaces the earlier version and should be used for external reporting.

Campaign Data is retained for the period reasonably needed for reporting, billing, audit, dispute, security, legal and improvement purposes. Detailed raw logs may be retained for a shorter period than final reports. Customers should download reports required for long-term records.

Raw sensor data, supplier logs and security-sensitive technical records are not automatically included in a reporting package. Access may be limited by confidentiality, privacy, licensing, system capacity and third-party rights.

Data accuracy and limitations of measurement

AdEveryWhere uses reasonable processes to improve data quality, but no audience or digital-signage dataset is error-free. Accuracy depends on device uptime, installation, calibration, connectivity, clock sync, venue operation, human conduct, source data and methodology assumptions.

A dashboard may show near-real-time, delayed, estimated or provisional data. Labels such as "live" describe update behaviour, not guaranteed instantaneous accuracy.

Maps may place a marker at a venue centroid or approximate position. Audience descriptions may reflect historical or general Location information and should not be treated as a demographic guarantee.

Where a third-party dataset or device is used, its known qualifications and licence restrictions apply. AdEveryWhere is responsible for selecting and integrating providers with reasonable care, but not for an undetectable source error outside its reasonable control.

If precise measurement is essential to a buying decision, the customer must request the specific metric, methodology, tolerance and remedy in the Campaign Order. General marketing material does not create that guarantee.

Customer Portal, dashboard and uploads

The Customer Portal may allow users to view Campaigns, upload Creative, approve proofs, select Locations, access invoices, receive notifications and download reports. Feature availability may depend on user role, package and development stage.

Portal status indicators support administration but do not override a written Campaign Order or direct notice of a known issue. A Campaign shown as "approved" may still be paused for content, payment, venue or compliance reasons.

Upload limits, accepted formats and processing times may change. You must keep a copy of every submitted file and should not use the Portal as the sole archive of original Creative.

AdEveryWhere may log Account actions, approvals, IP addresses, timestamps and system events for security, support, audit and contract administration, subject to POPIA.

We may offer role-based dashboards to Advertisers, Agencies, Screen Partners and administrators. A user must not attempt to access another role's information or infer confidential network economics from unauthorised data.

Maps, APIs, integrations and dynamic content

Location maps are discovery and planning tools. A pin does not create a lease, booking, public-access right or exact representation of the Screen position.

Future APIs may support inventory, Creative, scheduling, reporting, billing or Proof of Play integrations. API access will be subject to credentials, documentation, rate limits, security rules and any supplemental terms.

A customer using an integration is responsible for its own systems, mappings, authentication, data lawfulness and monitoring. AdEveryWhere is not liable for an instruction sent incorrectly by the customer's integration where AdEveryWhere processed it as documented.

Dynamic feeds must use approved sources, refresh intervals, fallback Creative and content controls. The Advertiser remains responsible for every item displayed through the feed, including content that changes after initial approval.

AdEveryWhere may disable an API, feed, QR destination or integration that creates security, legal, performance or content risk. We will aim to preserve static Campaign delivery where an approved fallback is available.

Artificial intelligence and automated systems

AdEveryWhere may use artificial intelligence and automated systems to assist with formatting, content checks, scheduling, anomaly detection, forecasting, support, reporting or workflow administration. Material Campaign decisions may still involve human review, particularly for Restricted Advertising and complaints.

Automated checks reduce risk but do not guarantee that Creative is lawful, accurate, original or free of bias. The Advertiser remains responsible for reviewing and approving content, claims, disclosures and rights.

If you submit AI-generated or AI-modified Creative, you warrant that its use is lawful, that necessary rights and consents exist, and that it does not deceptively impersonate a person,

fabricate an endorsement or conceal a material synthetic element where disclosure is required.

AdEveryWhere will not intentionally use customer Confidential Information to train a public generative model without authorisation. Use of a third-party AI service will be governed by reasonable data-minimisation, confidentiality and security controls appropriate to the information.

Automated scheduling may optimise pacing within the booked parameters. It may not materially change the selected Locations, total paid inventory or restricted-category controls without the authority provided by the Campaign Order.

Where Applicable Law grants a right relating to a decision based solely on automated processing with a legal or similarly significant effect, AdEveryWhere will provide the required information and human intervention process.

Privacy and POPIA

Each party must process Personal Information lawfully, reasonably, transparently and for a defined purpose, and must implement appropriate safeguards consistent with POPIA.

For Account, sales, billing, support, Website, direct-marketing and relationship information that AdEveryWhere determines how and why to process, AdEveryWhere ordinarily acts as the responsible party. Further detail must appear in the current Privacy Policy.

If AdEveryWhere processes Personal Information solely on documented instructions for a customer, the parties may respectively act as operator and responsible party. The Campaign Order or a data-processing agreement may define roles, subject matter, duration, categories, security and deletion.

A customer must not upload Personal Information into Creative, audience files, URLs or dynamic feeds unless it has a lawful basis, has given required notices, applies minimality and has instructed AdEveryWhere about appropriate handling.

Each party must assist the other reasonably with data-subject requests, complaints, regulator enquiries, impact assessments and security incidents where the other party needs that assistance to comply with law.

Cross-border processing may occur through approved cloud and technology providers. AdEveryWhere will use a lawful transfer mechanism and reasonable contractual safeguards where POPIA requires them.

Aggregated or de-identified Campaign Data that cannot reasonably identify a person may be used to operate, secure, benchmark and improve the Services, subject to contractual confidentiality and Applicable Law.

Cookies, direct marketing and communications preferences

The Website and Customer Portal may use essential cookies and similar technologies for authentication, preferences, security, diagnostics and service delivery. Analytics or advertising cookies will be used subject to the Cookie Policy and any consent required by law.

AdEveryWhere may send operational messages about Account security, Campaign status, invoices, Creative deadlines, reports and service changes because they are necessary to administer the relationship. These are not ordinary marketing messages.

Direct marketing by email, SMS or other electronic channel will be sent only where permitted by POPIA, ECTA and the Consumer Protection Act. A recipient may opt out using the provided method or by contacting AdEveryWhere.

Opting out of marketing does not prevent essential service messages. Preferences may take a reasonable time to propagate through active campaigns and suppression lists.

Customers must not use the Services, audience information or Screen Partner contacts to send unlawful unsolicited communications or build unauthorised marketing lists.

Information security and security compromises

AdEveryWhere will maintain reasonable technical and organisational measures appropriate to the nature of the information and foreseeable risks. Measures may include access controls, authentication, encryption in transit where appropriate, backups, monitoring, supplier controls, staff duties and incident procedures.

No system can be guaranteed completely secure. Customers must use supported devices, current software, strong credentials, least-privilege access and their own backups of important files and reports.

If an operator or supplier notifies AdEveryWhere of a suspected compromise, or AdEveryWhere has reasonable grounds to believe Personal Information has been accessed or acquired by an unauthorised person, it will investigate, contain and make notifications required by POPIA as soon as reasonably possible.

A customer acting as responsible party must provide timely instructions and accurate contact details for affected data subjects where AdEveryWhere acts as its operator. AdEveryWhere will notify the customer without undue delay after becoming aware of a relevant compromise.

Security testing, log disclosure and incident reports may be limited to protect systems, affected persons, legal privilege and third-party confidentiality. A summary sufficient for legal compliance will be provided where required.

Confidentiality

"Confidential Information" means non-public commercial, technical, financial, Campaign, pricing, customer, Screen Partner, security and strategy information disclosed in connection with the Services and reasonably understood as confidential.

The receiving party may use Confidential Information only for the Agreement and disclose it only to personnel, professional advisers, insurers, funders, auditors and suppliers who need it and are bound by confidentiality duties.

Confidential Information excludes information that the receiver can show was lawfully public without breach, already known without restriction, independently developed without use, or lawfully received from a third party.

A party may disclose information required by law, court or regulator, but should give prior notice where lawful and reasonably assist with protective steps.

Confidentiality continues for five years after disclosure, while trade secrets, credentials, Personal Information and information protected by law remain protected for as long as their nature or law requires.

Campaign existence and public Creative are not confidential merely because they relate to a customer, but negotiated pricing, unpublished plans, performance data and future launches may be confidential.

Third-party providers and subcontractors

AdEveryWhere may use cloud hosts, payment providers, media players, content-management systems, analytics providers, connectivity providers, installers, designers, Screen Partners and other subcontractors to perform the Services.

We remain responsible for our contractual obligations, subject to the Agreement, but do not warrant that every third-party service will be uninterrupted or unchanged. Third-party failure may lead to a Make-good, Force Majeure treatment or another remedy according to cause and materiality.

A third party's user terms may apply where you directly create an account with it or deliberately use its separate service. AdEveryWhere will identify a material direct third-party dependency where reasonably practicable.

AdEveryWhere may replace a provider for security, capability, cost, compliance or continuity reasons, provided the replacement does not materially reduce the paid Campaign outcome without an appropriate remedy.

Website and platform availability, maintenance and changes

AdEveryWhere aims to keep the Website and Customer Portal reasonably available but does not promise uninterrupted access. Planned maintenance, emergency work, software releases, cyber incidents, capacity limits and third-party outages may cause downtime.

We may change navigation, interfaces, workflows and non-material features without notice. We will give reasonable notice of a material change that removes an essential paid function where practicable.

Temporary Portal unavailability does not automatically stop Campaign playback because screen systems may operate independently. Customers may use the designated manual support channel for urgent Campaign instructions during an outage.

We may discontinue a feature and provide an alternative process. Historical reports should be downloaded before a notified retirement date.

Force Majeure and events beyond reasonable control

A "Force Majeure Event" is an event or circumstance beyond the affected party's reasonable control that prevents, delays or materially disrupts performance despite reasonable precautions. It includes the events listed below where the control and causation requirements are met.

load shedding, load reduction, electricity failure, power rationing, power surge, unstable supply or failure of backup power;

internet, fibre, Wi-Fi, mobile network, satellite, DNS, hosting, cloud, software-platform or data-centre outage;

venue, shopping centre, taxi rank, transport facility, road, retail site or Location closure, restricted access, evacuation or loss of landlord permission;

government action, law change, court order, licence restriction, border measure, state of disaster, curfew or public-authority direction;

strike, lockout, labour disruption, civil unrest, riot, protest, sabotage, malicious damage, theft, vandalism, looting or security threat;

fire, flood, storm, lightning, severe weather, earthquake, epidemic, pandemic, public-health emergency or natural disaster;

equipment failure, component shortage, media-player fault or logistics interruption not reasonably preventable by the affected party;

failure of a Screen Partner, supplier, utility, landlord, municipality, telecommunications carrier or other third party caused by an event beyond the affected party's reasonable control; and

war, terrorism, cyberattack of material sophistication, embargo or other comparable event.

The affected party must notify the other within a reasonable time after becoming aware of a material Force Majeure Event, describing the expected effect where information is available. Urgent safety and restoration work may take priority over immediate notice.

AdEveryWhere will use reasonable efforts to minimise disruption. Depending on the Campaign, this may include remote restart, technician dispatch, fallback Creative, pacing changes, alternative connectivity, substitute Locations, extension, re-scheduling, service credit or other Make-good.

Performance is suspended only to the extent and for the period affected. Payment remains due for Services already delivered, completed production and unavoidable third-party costs. Fees for undelivered affected media will be addressed through a Make-good or proportionate refund where no commercially reasonable Make-good is available and Applicable Law requires it.

A party may terminate the materially affected part of a Campaign if the Force Majeure Event continues for more than 30 consecutive days or destroys the Campaign's time-sensitive purpose and no reasonable substitute is available. The parties should first attempt a fair reallocation or Make-good.

Force Majeure does not excuse a failure caused by lack of funds, ordinary avoidable maintenance, a party's negligence or a risk that the affected party expressly accepted and could reasonably control.

Service standards and no outcome guarantee

AdEveryWhere will perform the Services with reasonable care and skill and in material accordance with the accepted Campaign Order, subject to operational tolerances and Applicable Law.

Advertising outcomes depend on Creative quality, offer, market conditions, price, distribution, season, audience, competition and factors beyond AdEveryWhere's control. We do not guarantee sales, leads, visits, engagement, brand recall, market share, return on ad spend or another business outcome.

Unless expressly stated, AdEveryWhere does not guarantee a minimum number of unique people, exact demographic composition, uninterrupted power, every scheduled Play, exact simultaneity, exact screen brightness or continuous Portal availability.

A statement about expected performance, network growth, future automation or planned functionality is forward-looking and not a warranty that the result or feature will be achieved by a particular date.

Advice about media planning and Creative suitability is commercial guidance, not legal, tax, regulatory, accounting, investment, medical or statistical advice. Customers should obtain specialist advice for regulated or high-value decisions.

Warranties and disclaimers

Each party warrants that it has power to enter the Agreement and will comply with laws directly applicable to its performance.

AdEveryWhere warrants that it will not knowingly alter the editorial meaning of approved Creative without authority and will use reasonable systems and processes for Campaign administration.

Except for express warranties in the Agreement and rights that cannot be excluded, the Services, Website, Portal, maps, forecasts, data and Analytics are provided on an "as available" basis. Implied warranties are excluded only to the maximum extent lawful.

AdEveryWhere does not warrant third-party goods, a Screen Partner's business, customer products advertised, uninterrupted connectivity, or the accuracy of information supplied by the customer or another source outside our reasonable verification.

No employee or sales representative may create a warranty through casual conversation. A material guarantee must be recorded in the Campaign Order with the measurement method and remedy.

Limitation of liability

This section allocates commercial risk and applies only to the maximum extent permitted by Applicable Law. It does not exclude or limit liability for fraud, wilful misconduct, gross negligence, death or personal injury caused unlawfully, breach of confidentiality or Data Protection Law to the extent it cannot lawfully be limited, or another liability that law says cannot be excluded.

Neither party is liable to the other for indirect, special or consequential loss, or for loss of profit, revenue, anticipated savings, goodwill, opportunity, data or business interruption, except to the extent such loss is a direct and reasonably foreseeable result that cannot lawfully be excluded under the circumstances.

AdEveryWhere is not liable for the content, truthfulness, legality, quality or availability of the Advertiser's goods, services, offer or landing page; customer-supplied data; an unauthorised instruction caused by the customer's security failure; or a viewer's decision based on the advertisement.

Subject to the exclusions above, AdEveryWhere's aggregate liability arising from an affected Campaign will not exceed the Fees paid or payable to AdEveryWhere for the affected Campaign component during the six months immediately preceding the event giving rise to liability. If the claim does not relate to a paid Campaign, the cap is R10,000.

The cap does not reduce a refund or credit expressly due under the Campaign Order, and it must be adjusted where applying it would be prohibited or unfair under the Consumer Protection Act.

Each party must take reasonable steps to avoid and mitigate loss. AdEveryWhere is not responsible for loss that could reasonably have been avoided by timely correction, backup, alternative publication or suspension after notice.

Multiple claims arising from the same event or related events are treated as one series for the cap. Liability is allocated according to proven causation and contributory fault.

Indemnities

You indemnify AdEveryWhere, its directors, personnel and Screen Partners against third-party claims, regulator costs, damages and reasonable legal expenses arising from Creative, User Content, advertised goods or services, your breach of the Agreement, or your infringement of law or third-party rights.

The indemnity includes claims for misleading advertising, defamation, copyright, trade mark, music, image or personality-right infringement, unlawful promotions, licence breaches, product harm caused by the Advertiser, and unlawful processing of Personal Information supplied or directed by you.

The indemnity does not apply to the extent the loss was caused by AdEveryWhere's unauthorised material alteration, wilful misconduct, gross negligence or breach of the Agreement.

AdEveryWhere must notify you reasonably promptly of a material indemnified claim, allow you reasonable participation in the defence and not settle an admission of your wrongdoing without consultation. AdEveryWhere may take urgent steps to remove content, preserve evidence or comply with law.

A Consumer is bound by this section only to the extent lawful, fair and reasonably brought to the Consumer's attention.

Complaints, takedowns and regulatory cooperation

A Campaign or service complaint should be sent to advertise@adeverywhere.co.za with the Campaign name, Location, date, issue, requested outcome and supporting material. We aim to acknowledge a substantive complaint within five Business Days.

Advertising-content complaints may also be made to the Advertising Regulatory Board or another competent regulator. Rights under the Consumer Protection Act and applicable ombud or Commission processes are not excluded.

AdEveryWhere may remove or suspend Creative after receiving a credible complaint, ARB communication, court order, regulator notice or rights-holder demand. We may request a response, substantiation or replacement within a stated period.

You must cooperate with complaint handling, preserve relevant records and avoid republishing materially identical content through another file or Account while a suspension remains in force.

Where an ARB or regulator ruling requires withdrawal or amendment, the Advertiser bears its own response and replacement costs unless the ruling resulted solely from an unauthorised change made by AdEveryWhere.

Service complaints will be assessed separately from content complaints. Removal of unlawful Creative does not establish that playback systems failed.

Dispute resolution

Before formal proceedings, a party should give written notice describing the dispute, facts, amount or remedy sought and supporting documents. Operational teams must first attempt resolution within 10 Business Days.

If unresolved, the dispute must be escalated to a senior representative of each party, who should meet in person or electronically within a further 10 Business Days and negotiate in good faith.

A business-to-business dispute may, by agreement or at either party's written request after escalation, be referred to confidential mediation under the rules of the Arbitration Foundation of Southern Africa or another agreed mediator.

If a business-to-business dispute remains unresolved 20 Business Days after mediation is requested, either party may refer it to arbitration under AFSA's commercial rules. The arbitration will ordinarily be in English, seated in Durban, South Africa, and heard by one arbitrator, unless the parties agree otherwise.

This section does not prevent urgent court relief, debt recovery for an undisputed amount, enforcement of intellectual property or confidentiality, or referral to a regulator. A Consumer may use any forum or remedy available under the Consumer Protection Act and is not forced into arbitration where that would be unlawful or unfair.

The parties must continue performing undisputed obligations during a dispute where reasonably possible.

Suspension and termination

AdEveryWhere may suspend an Account or affected Service for material breach, overdue payment, suspected fraud, security risk, unlawful Creative, regulator direction, repeated abusive conduct or a threat to the network. The suspension should be proportionate to the risk.

Either party may terminate an affected Campaign if the other commits a material breach and fails to remedy it within 10 Business Days after written notice, unless the breach cannot be remedied or urgent termination is reasonably required by law or safety.

AdEveryWhere may terminate immediately for fraud, deliberate unlawful advertising, sanctions breach, repeated infringement, serious cyber abuse, insolvency event materially affecting performance, or conduct likely to cause substantial harm to people, systems or the network.

Termination does not affect accrued rights. The customer must pay delivered Services, approved work and lawful cancellation or committed costs. AdEveryWhere must refund any amount due for undelivered Services after applying valid charges and credits.

On termination, Portal access may end, but final invoices, eligible reports and Personal Information rights remain available through the designated contact, subject to retention and security requirements.

Clauses intended by nature to survive will survive, including payment, confidentiality, intellectual property, records, disclaimers, liability, indemnities, disputes and governing law.

Records, reconciliation and audit

AdEveryWhere will maintain business and Campaign records reasonably appropriate to invoicing, delivery, complaints, tax, security and legal compliance. Records may be electronic and may come from third-party systems.

A customer may request reasonable supporting detail for a disputed invoice or material delivery shortfall. Access does not extend to unrelated customer data, Screen Partner confidential information, security-sensitive logs, source code or privileged material.

If an audit is reasonably necessary and cannot be resolved through ordinary reporting, the parties may appoint an independent auditor bound by confidentiality. The requesting party bears the cost unless the audit identifies a material overcharge or delivery error above five percent, in which case AdEveryWhere bears reasonable audit cost.

Records are not independently assured unless the Campaign Order includes an audit or verification service. System-generated records are prima facie evidence of the events they record, subject to proof of error.

Consumer rights and fair treatment

Nothing in the Agreement waives a Consumer's right to fair and honest dealing, plain-language information, fair value, reasonable service quality, lawful cancellation, refund, cooling-off, disclosure or redress.

If the Consumer Protection Act applies and a provision is prohibited, void or unfair, it must be limited or severed to the minimum extent necessary while the remaining Agreement continues.

A Consumer should specifically note the Campaign cancellation charges, Make-good approach, Force Majeure allocation, measurement limitations, liability cap and indemnity. AdEveryWhere will provide an explanation on request before acceptance.

A fixed-term or advance-booking arrangement will be administered in accordance with any mandatory notice, cancellation and reasonable-penalty requirements. A Campaign Order may offer more favourable terms.

A statutory remedy takes priority over a conflicting commercial remedy. The existence of a voluntary complaint process does not require a Consumer to give up access to the National Consumer Commission, an ombud, regulator or court.

Electronic communications, signatures and notices

The parties consent to contracting and communicating by data message under ECTA. An electronic record is not invalid merely because it is electronic.

Campaign approvals, acceptance, notices and instructions may be evidenced by signed PDF, Portal action, email from an authorised address, electronic signature platform, one-time password or another reliable method appropriate to the transaction.

Operational notices may be sent to the Account or Campaign contact. Formal breach, termination or dispute notices must be sent to the legal or primary address stated in the Campaign Order, with a copy to the general commercial email if addressed to AdEveryWhere.

An email is treated as received when it becomes capable of retrieval at the designated address, subject to contrary evidence. A notice sent after 17:00 or on a non-Business Day is treated as received on the next Business Day for response-period purposes.

Each party must keep contact details current. A party that fails to update them bears the reasonable risk of delayed receipt, except where the sender knew the details were invalid.

Nothing permits service of court process by email unless Applicable Law or a court permits it.

Amendments to these Terms

AdEveryWhere may amend these Terms for legal, security, operational, product or commercial reasons. The current version and effective date will be published on the Website.

A material amendment affecting an existing ongoing Account or recurring Service will be notified reasonably in advance. It will apply prospectively from the stated date.

An accepted Campaign Order remains governed by the version in force when it was accepted unless the parties agree otherwise or a legal change must apply immediately.

Continued use after the effective date may constitute acceptance where the user received reasonable notice and had a lawful opportunity to stop using the affected future Service. No amendment may retrospectively impose a new charge for completed Services without consent.

Assignment, subcontracting and change of control

You may not assign, transfer or novate the Agreement without AdEveryWhere's prior written consent, which will not be unreasonably withheld for a solvent successor that accepts the obligations.

AdEveryWhere may assign or transfer the Agreement as part of a bona fide restructure, financing, merger, sale of business or change of control, provided this does not materially reduce customer rights and Personal Information is transferred lawfully.

AdEveryWhere may subcontract performance while remaining responsible for its obligations subject to the Agreement. Screen Partner and technology dependencies are acknowledged as part of the service model.

No transfer relieves a party of accrued payment or liability unless the other party expressly releases it.

General contractual provisions

The Agreement is the entire agreement about its subject and replaces prior discussions, proposals and representations, except for fraud and terms expressly preserved in the Campaign Order.

The order of priority is: a signed negotiated agreement or addendum; the Campaign Order; Campaign-specific specifications and approved change orders; these Terms; incorporated policies; and general Website material. A later document prevails over an earlier document of equal rank for the same subject.

A waiver is effective only if clear and written. Delay or partial exercise of a right is not a waiver, and a waiver for one event does not apply to another.

If a provision is unlawful or unenforceable, it must be read down or severed to the minimum extent necessary. The rest remains effective where the commercial purpose can still be achieved.

The parties are independent contractors. The Agreement does not create a partnership, joint venture, franchise, employment, fiduciary or agency relationship, except for an express Agency mandate disclosed under these Terms.

No person who is not a party may enforce the Agreement merely because it benefits from a clause, except an indemnified person may rely on the indemnity and a lawful successor may enforce transferred rights.

Each party bears its own contracting and advisory costs unless the Campaign Order says otherwise.

Governing law and jurisdiction

The Agreement is governed by the laws of the Republic of South Africa.

Subject to the Dispute Resolution section and any Consumer forum right, the courts of South Africa with competent jurisdiction may hear a dispute. The parties consent to the jurisdiction of the KwaZulu-Natal Division of the High Court where it is otherwise legally competent.

AdEveryWhere may institute proceedings in a Magistrates' Court having jurisdiction despite the amount of the claim, but this does not deprive a Consumer of a statutory forum or require unlawful consent.

Contact information

Commercial enquiries, Campaign instructions and complaints may be sent to advertise@adeverywhere.co.za or through the current contact channel on https://adeverywhere.co.za.

Privacy and PAIA requests must be sent to the Information Officer at the address published in the current Privacy Policy and PAIA Manual. Until a dedicated address is published, requests may be sent to advertise@adeverywhere.co.za marked "Information Officer".

The following particulars must be confirmed before public issue of this document: registered and physical address, telephone number, Information Officer email, VAT status and VAT number if registered.

Campaign Order requirements

Each Campaign Order should record enough information to make delivery and reconciliation objective. At minimum, it should identify the contracting customer, Advertiser, authorised contacts, Campaign name, purchase-order reference if applicable, Fees, VAT treatment, payment terms, flight dates and acceptance method.

Media details should identify Locations or package, screen format, Creative duration, delivery basis, expected or guaranteed Plays if any, Operating Hours or dayparts, synchronisation requirement, sound requirement and material venue restrictions.

Creative details should identify file deadline, format, versions, rotation rules, regulated category, required warnings, approval contact and any AdEveryWhere production work.

Measurement details should identify Proof of Play type, reporting frequency, Estimated or Verified metric, methodology version, target or guarantee, tolerance and Make-good remedy. A blank field does not create a guarantee.

The Campaign Order should identify cancellation terms, exclusivity, third-party cost, special risk and negotiated variation from these Terms. Any negotiated variation should quote the affected clause clearly.

Creative technical standards

Unless a Campaign Order states otherwise, Creative should be supplied in a widely supported high-quality format, without password protection, malware, missing linked assets or third-party download restrictions.

The file must match the Screen's aspect ratio and pixel dimensions. Essential text, logos, prices, disclaimers and QR codes must remain within the stated safe area and be large enough for the expected viewing distance.

Video must match the booked duration and use a supported codec, frame rate and bitrate. The opening and final frames should avoid unintended black, silence-dependent messages or rapid flashes that create safety or playback risk.

Audio, where permitted, must use agreed levels and must not contain alarm, siren, horn or emergency sounds likely to create danger or confusion. Essential claims and calls to action must not depend on audio.

Legal warnings must be readable against their background and shown long enough for a reasonable viewer in the medium. The Advertiser must obtain specialist advice on mandatory wording and duration.

QR codes and URLs must lead to a secure, functioning and relevant destination for the Campaign period. The landing page must comply with the same substantive advertising and privacy standards as the Creative.

AdEveryWhere may reject technically fragile files and provide a test render. Approval of a test render does not guarantee identical colour or brightness on every Screen.

Measurement and reporting standard

Campaign reports must distinguish scheduled inventory, recorded Plays, Proof of Play, audience inputs, Estimated Impressions and Verified Impressions. Labels must not collapse these into a single unqualified "views" figure.

The methodology note should identify the Campaign period, time zone, Locations, data sources, matching window, exclusions, estimation formula, known downtime, deduplication status and whether figures are provisional or final.

AdEveryWhere Calculate may aggregate per hour, day, Location, cluster or Campaign. Aggregation must preserve material qualifications and avoid double-counting caused by duplicate logs where detection is reasonably possible.

Peak periods may be identified from measured or estimated audience conditions. A peak label describes the relevant dataset and does not guarantee future footfall.

Where audience data is unavailable for a period, AdEveryWhere may mark the metric unavailable, use a clearly labelled estimate based on comparable data, or omit the metric. It must not silently present missing measured data as verified.

A Campaign may include a measurement tolerance stated in the Order. If none is stated, ordinary technical and statistical variation applies and the parties will assess materiality reasonably.

Screen Partner supplemental terms

This section applies when a person participates as a Screen Partner in addition to any separate Screen Partner Agreement. The separate agreement prevails for revenue share, hardware, installation, insurance, territory, membership and licence specifics.

A Screen Partner must have authority to host the Screen and advertising, obtain venue and municipal permissions, provide safe access for authorised installation and maintenance, and comply with electrical, building, health, safety and signage requirements applicable to the Location.

Unless otherwise agreed, the Screen Partner supplies and maintains suitable power, connectivity, physical security and environmental conditions. It must not disconnect, obscure, move, mute where sound is sold, alter or use the Screen contrary to operating instructions.

The Screen Partner must display only authorised content through the AdEveryWhere-controlled channel during committed inventory, protect credentials, report outages promptly and permit reasonable remote or on-site verification.

Revenue share is calculated only on eligible net Campaign revenue under the separate agreement. VAT, refunds, credits, chargebacks, agency commission, third-party production and bad debt may be treated as stated there.

A Screen Partner has no authority to bind AdEveryWhere, promise Campaign outcomes, accept unlawful Creative, collect advertiser money or represent itself as an employee unless expressly authorised.

AdEveryWhere may suspend or remove a Location for repeated downtime, inaccurate reporting, interference, safety risk, venue complaint, legal non-compliance, data manipulation or failure to meet re-qualification requirements.

Anonymous audience devices must be installed and operated according to documented privacy and security controls. A Screen Partner may not use AdEveryWhere audience technology for facial recognition, employee surveillance or unrelated tracking without written authority and a lawful basis.

Practical metric examples

If a log records that a 15-second Creative played at 10:00:00, Proof of Play supports that delivery event. It does not by itself show that anyone was present.

If an anonymous counter records three qualifying presence events during the defined playback window and all quality rules are met, the methodology may classify up to three

Verified Impressions. The result remains three opportunities to see, not three proven viewers.

If a Location records 1,000 daily entries and a Campaign occupies one-tenth of eligible loop time, a model may estimate exposure from that relationship only if the stated methodology justifies the allocation. The full 1,000 entries must not automatically be reported as impressions for the Campaign.

If the same person visits two Locations or returns on three days, anonymous footfall systems may count multiple opportunities. A Reach figure must therefore state whether cross-Location and repeat-visit deduplication was available.

If a Screen is offline for two hours but delivery is paced into later Operating Hours, the Campaign may still meet an aggregate Play commitment. If the missed hours were expressly purchased as a time-critical daypart, a Make-good may be required even where total Plays are recovered later.

Publication and legal review status

This Version 1 master draft is intended to form the legal foundation for AdEveryWhere's South African advertising and technology operations. It has been structured for publication after the company particulars, operational policies, pricing model and Campaign Order templates are aligned with it.

Before publication, a qualified South African attorney should review this document against AdEveryWhere's actual processes, insurance, tax status, Screen Partner agreements, Privacy Policy, Cookie Policy, PAIA Manual, Information Officer registration and sector-specific campaign appetite.

Legal review should also confirm any regulated Campaign procedure, statutory amendment, ARB Code update, municipal signage requirement and limitation or cancellation clause applicable to the intended customer mix.