



## Article Submission Agreement

THIS IS A LEGALLY BINDING AGREEMENT (THE "AGREEMENT") BETWEEN THE INDIVIDUAL OR ENTITY ("YOU") SUBMITTING MATERIAL FOR PUBLICATION ON WWW.AFRICANXMAG.COM AND THE AFRICAN EXPEDITION MAGAZINE. ("THE AFRICAN EXPEDITION MAGAZINE" OR "US" OR "WE").

BY SUBMITTING MATERIAL TO THE AFRICAN EXPEDITION MAGAZINE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1) **Definitions.** As used in this Agreement,

- a. "Material" means all content that you submit, including all photographs, illustrations, graphics and text
- b. "Media" means any means of conveying information, whether now known or hereafter devised
- c. "Magazine" means the African Expedition Magazine
- d. "Moral Rights" means any right to
  - i. divulge the Material to the public
  - ii. retract the Material from the public
  - iii. object to any distortion, mutilation or other modification of the Material; and
  - iv. any and all similar rights, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether or not such right is called or generally referred to as a moral right.

2) **Eligibility.**

You may only submit Materials for which you hold all intellectual property rights. In other words, if you submit an article to us, you must own all rights to such article or you must have the express authorization of the person who does own those rights.

3) **License Grant for Materials.** You hereby grant to The African Expedition Magazine and its affiliates a worldwide, irrevocable, nonexclusive, royalty-free, perpetual right and license under all of your intellectual property rights in and to the Material to:

- a. reproduce, distribute, transmit, publicly perform, publicly display and otherwise use the Material, in whole or in part, in any manner and Media, whether now known or hereafter discovered
- b. modify, adapt, translate and create derivative works from the Materials, in whole or in part, in any manner and Media, and
- c. sublicense the foregoing rights, in whole or in part, to any third party.

4) **Endorsement.**

By accepting your Material, The African Expedition Magazine does not imply that it endorses, recommends or agrees with the content provided therein. The African Expedition Magazine shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on the Site.

You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief of the African Expedition Magazine, its' officers, directors, employees or agents.

5) **License for Name, Trademarks and Likenesses; Waiver of Moral Rights.**

You hereby grant to the African Expedition Magazine, its affiliates and sublicensees, a nonexclusive, irrevocable, worldwide, perpetual, royalty-free license to

- a. use all trademarks, trade names, and the names and likenesses of any individuals that appear in the Material and
- b. use any and all names that you submit in connection with the Material.
- c. You hereby waive and agree never to assert any claim of Moral Rights in the Material against the African Expedition Magazine, its affiliates, or its or their respective officers, directors, employees or agents.

6) **Specifications and Guidelines.**

You agree to submit Materials to us in accordance with all terms, conditions and guidelines for use of the Magazine and Site, as each may be changed in the future by The African Expedition Magazine in its' sole and absolute discretion.

7) **Representations and Warranties.**

You represent and warrant to The African Expedition Magazine and its affiliates that

- a. you have the right, power, and authority necessary to enter into this Agreement, to fully perform your obligations hereunder, and to grant the licenses set forth in Paragraphs 3 and 5 above,
- b. you will comply fully with all terms of this Agreement
- c. the Materials submitted by i) you, ii) The African Expedition Magazine, and iii) its affiliates' exercise of their rights hereunder, do not and will not violate, misappropriate or infringe any intellectual property right, including but not limited to trademark rights, copyrights, Moral Rights or publicity rights of any third party
- d. you possess all rights necessary for the reproduction, distribution, transmission, public performance, public display, and other exploitation of the Material by The African Expedition Magazine as permitted hereunder
- e. the Material is not pornographic, libelous, defamatory, tortuous, obscene, racially, ethnically or otherwise objectionable, in violation of The African Expedition Magazine's terms or conditions otherwise unlawful
- f. you will not upload, post, e-mail or otherwise transmit Materials to us or our affiliates that contain software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment and
- g. all factual statements submitted by you are accurate and not misleading.

8) **Indemnity.**

You agree to indemnify, defend, and hold The African Expedition Magazine, its affiliates and its and their respective officers, directors, employees and agents harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or related to your Material, The African Expedition Magazine's use thereof as permitted hereunder or your breach of any of the terms or conditions of this Agreement.

9) **Payment**

Payment for Rights to use the materials will be:

- a. Once-off in the form of monetary compensation as agreed
- b. Once-off in exchange for advertising space
- c. By submitting material to the African Expedition Magazine, you agree to be bound by all of the terms and conditions of this agreement.
- d. Any payment, short-payment or advertising space exchange issues must be brought to the attention of the African Expedition Magazine in writing with 30 days after publication.

10) **No Obligation.**

Although The African Expedition Magazine has the right to include your Materials on the Site or in any Media, we do not have the obligation to do so. We may, in our sole and absolute discretion, refuse the Materials, alter the placement of the Materials on the Site or remove the Materials in whole or in part from our Site at any time for any reason or no reason without notice thereof and shall have no liability whatsoever with respect thereto.

If the materials were submitted in exchange for advertising, the advertising will still be included as agreed.

11) **Changes to Agreement.**

Changes to the terms and conditions of this agreement will only be possible by mutual written agreement between the African Expedition Magazine and yourself.

12) **Intellectual Property.**

Without our prior written consent, you may not use our intellectual property, including, without limitation, our trademarks, trade names, trade dress, or copyrighted material, in any manner.

13) **Disclaimer.**

The magazine, site and the services related thereto are provided on an "as-is" and "as available" basis. The African Expedition Magazine, its' affiliates and its' and their respective officers, directors, employees and agents disclaim all guarantees, representations and warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In addition, the African Expedition Magazine does not guarantee site uptime, does not warrant that your material will be error-free or that users of the site will view any such material, and does not warrant the accuracy, timeliness, or reliability of any information, content, goods, or services posted, obtained or accessed by use of the site.

14) **Limitation of Liability.**

In no event shall the African Expedition Magazine be liable for any direct, indirect, special, incidental, exemplary or consequential damages, arising out of or related to this agreement, the services provided hereunder or any failure to provide such

services, including but not limited to loss of business, loss of data, loss of donations, loss of revenues or cost of procuring substitute services, even if the African Expedition Magazine shall have been advised of the possibility of such potential loss or damage. You acknowledge and agree that your sole and exclusive remedy for any and all claims arising out of or related to this agreement is to request removal of your material from the site.

You hereby release the African Expedition Magazine from any and all monetary liability and damages arising out of or related to this agreement. You acknowledge, understand and agree that the African Expedition Magazine provides the services hereunder solely as a convenience to you, that the African Expedition Magazine receives no compensation therefore from you that the limitation of liability set forth herein represents a fair allocation of risk between the parties and that the African Expedition Magazine would not enter into this agreement or provide such services without such limitation of liability.

**15) Miscellaneous.**

The Magazine and site terms and conditions are incorporated by reference into this Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

Except as otherwise set forth herein, this Agreement may be amended only by a written document executed by and between the African Expedition Magazine and yourself.

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. You may not amend any of the terms or conditions of this Agreement, unless done in writing and signed by the African Expedition Magazine.

This Agreement shall be governed by the laws of South Africa, without regard to any principles of conflicts of law.

Any action or proceeding arising from or relating to this Agreement must be brought in a court in the Mpumalanga Province, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

If any provision of this Agreement is unlawful, void, or for any reason unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. There shall be no presumption for or against either party as a result of such party being the principal drafter of this Agreement.