

07 January 2009

## **BLOG TERMS OF USE**

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## INTERPRETATION

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In these terms and conditions of use -

1. clause headings are for convenience and shall not be used in its interpretation;
2. unless the context clearly indicates a contrary intention an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa;
3. the following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings –
  - 3.1. “the blogger” means the blogger specified below;
  - 3.2. “the ECT Act” means the Electronic Communications and Transactions Act 25 of 2002;
  - 3.3. “intellectual property” means, collectively, the patents, copyrights (and moral rights), trademarks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which are owned by, licensed to, used and/or held (whether or not currently) by the blogger on or in connection with this website;
  - 3.4. “know-how” means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secrets and other processes and methods used by the blogger in connection with this website as well as all and any modifications or improvements to any of them;
  - 3.5. “RIC Act” means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002;

- 3.6. "terms of use" means these terms and conditions of use, as amended from time to time;
  - 3.7. "trademarks" means those trademarks owned by the blogger (or of which the blogger is designated as beneficial owner) and any other trademarks, designs, logos, style names, tag lines and slogans which the blogger owns or has the right to use or any derivative service offerings of, and applications for, any of same;
  - 3.8. "website" means each and every website owned, hosted, operated or administered by the blogger including, but not limited to, this blog;
  - 3.9. "website material" means the contents of this website, including without limitation, all and any information, data, documents, intellectual property, material, products (including software) or services contained in, accessed through, or downloaded or obtained from this website;
  - 3.10. "you" means users of and visitors to the website as well as any other person seeking to interact with the website,
4. when any number of days is prescribed such number shall exclude the first day and include the last day unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa;
  5. all annexures, addenda and amendments to these terms of use shall be deemed to form an integral part of these terms of use.

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## **TERMS OF USE**

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6. No term or provision contained in these terms of use is to be interpreted or construed so as to exclude any rights granted by Chapter VII of the ECT Act to any natural person who enters or intends entering into an electronic transaction with the blogger on this website.

7. Any reference in these terms of use to a party shall, if such party is liquidated or sequestrated (the meaning of which includes any analogous proceedings in any other jurisdiction), be applicable also to and binding upon that party's liquidator or trustee, as the case may be.
8. This website is made available to you by the blogger conditional upon your acceptance, without modification, of these terms of use. Your access to and use of this website constitutes your agreement to and acceptance of these terms of use. **If you do not agree with any provision contained in these terms of use, please do not use this website.**
9. The blogger reserves the right, in its sole discretion, to amend (including without limitation, by the addition of new terms of use) these terms of use at any time and from time to time without notice to you:
  - 9.1. Any such amendments shall come into effect immediately and automatically.
  - 9.2. You agree that we may amend these terms and conditions at our sole discretion and instance.
  - 9.3. You undertake to review these terms of use regularly prior to use of this website for any such amendments.
  - 9.4. No further amendments of these terms of use shall be of any force and effect unless reduced to writing and expressly agreed to by the blogger.

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## REGISTRATION DATA

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10. You may be required to register on the website.
11. Registration with the blogger through the website is achieved using a registration form available on the website.
12. In order to successfully complete the registration process, you are required to submit information about yourself and your preferences to the blogger

("registration data"), the use of which information is governed by the privacy policy set out below.

13. You warrant that information you submit to the website through the registration form and your user profile is accurate, current and complete. You may be denied access to the website should you breach this warranty or subsequently be found to have breached this warranty.
14. Once you have completed the registration process required by the blogger on the website, the blogger may take steps to verify your registration data. You agree to this verification process and irrevocably consent to the blogger gaining access to relevant information held by third parties which may be required to reasonably complete the verification process.
15. Should you not agree to the verification process or withhold your consent as contemplated above, your membership on the website may be suspended or terminated. Similarly, if the verification process is not successful, you agree that your access to the website may be blocked and you waive any claims you may have against the blogger, its officers, directors, employees, servants, agents and/or contractors arising out of the blogger's denial of access to you to the website.
16. You acknowledge and agree that access to the website's functionality may be limited until such time as the verification process has been successfully completed.

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## **WEBSITE USER'S CODE OF CONDUCT**

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17. Content on the website is licensed to you under a Creative Commons Attribution Non-Commercial License 2.5 ZA. You can find out more about this license at <http://creativecommons.org/licenses/by-nc/2.5/za/>.
18. In the event that you link to any page on this website or frame this website or any of the pages on this website in any way whatsoever, you –
  - 18.1. undertake to acknowledge the blogger as your source;
  - 18.2. obtain the blogger's written permission to do so;

- 18.3. do so at your own risk; and
- 18.4. you indemnify the blogger against any loss, liability or damage that may arise as a result of the use of content from the website if such content was accessed through a hyperlink not directed at the home page of the website unless otherwise specified.
19. To the extent that any copying, reproduction, distribution, transmission, display, broadcasting or publishing of any website material is expressly permitted (such permission to be interpreted in its most restrictive sense) you may do so, provided that all trademarks, trade names and all copyright, ownership, proprietary and confidentiality notices as are included on the original website material are retained and displayed without alteration or modification and not in any manner obscured or removed.
20. You acknowledge that you do not acquire any ownership rights or rights of use in or to any website material by downloading that website material.
21. You acknowledge that you do not acquire any ownership rights or rights of use in or to any website material by copying, reproducing, distributing, transmitting, displaying, broadcasting or publishing that website material where permitted to do so.
22. Caching of the website shall only be permitted if:
  - 22.1. the purpose of caching is to make the onward transmission of the content from the website more efficient;
  - 22.2. the cached content is not modified in any manner whatsoever;
  - 22.3. the cached content is updated at least every 12 (twelve) hours; and
  - 22.4. the cached content is removed or updated when so required by the blogger.

23. You agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below, you agree not to:
- 23.1. engage in any abuse of e-mail or spamming, including (without being limited to) the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;
  - 23.2. engage in any activity intended to entice, solicit or otherwise recruit users of the website to join an organisation except where such activities are expressly authorised by the blogger in writing and published to the website;
  - 23.3. take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the website;
  - 23.4. use the website to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
  - 23.5. use the website to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";
  - 23.6. use the website in a manner that may infringe the intellectual property rights (for example copyright or trade marks) or other proprietary rights of others, including (without being limited to) the transmission of pirated software;
  - 23.7. use the website in any manner which could damage, impair, overburden or disable the products and/or services or interfere

- with any other party's use or enjoyment of the products and/or services;
- 23.8. use the website to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
  - 23.9. gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the website to collect or attempt to collect personal information about third parties without their knowledge or consent; and
  - 23.10. violate the privacy of any person or attempt to gain unauthorised access to the products and/or services or any other network, including (without being limited to) through hacking, password mining or any other means; and/or
  - 23.11. use the website to engage in any illegal or unlawful activity.
24. Should you engage in any one or more of the above practices, which shall be determined in the blogger's sole discretion and which decision shall be final, then the blogger shall be entitled, without prejudice to any other rights it may have, to:
- 24.1. without notice, suspend or terminate your access to the website;
  - 24.2. bill you for any costs incurred by the blogger, including (without being limited to) bandwidth, administration costs, downtime, usage of the blogger's name or registered domain names; and/or
  - 24.3. notwithstanding the blogger's privacy policy below, disclose any information relating to you, whether public or personal, to all persons affected by your actions.
25. You agree that the security of your account is solely your own responsibility. You further agree that –

- 25.1. you are responsible for maintaining and promptly updating the registration data and any other information you provide to the blogger, thereby keeping it accurate, current and complete;
- 25.2. if you believe the security of your account has been compromised in any way, you will notify the blogger immediately;
- 25.3. if you believe that information or content published on the website infringes on any person's rights in any way, you will notify the blogger immediately;
- 25.4. you shall be held fully responsible for any misuse or compromise to your account for which the blogger is not properly notified; and
- 25.5. if any security violations are believed to have occurred in association with your account, the blogger has the right to suspend access to your account pending an investigation and resolution.

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## **INTELLECTUAL PROPERTY**

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26. The intellectual property is owned by the blogger or used under license or with permission:
  - 26.1. You may not copy, reproduce, display or use any intellectual property in any manner whatsoever without the blogger's prior written permission and nothing contained on this website should be construed as granting any licence or right of use of any intellectual property.
  - 26.2. This website is Copyright © the blogger. All rights are reserved.
  - 26.3. Trademarks, which are identified as trademarks owned by the blogger, belong to the blogger. Trademarks other than those belonging to the blogger which are displayed on this website are the trademarks of their respective owners.

27. You retain copyright in content which you may submit to the website and/or the blogger ("your content"). You agree to license your content to the blogger for use on the website under a Creative Commons Attribution License 2.5 ZA. You can find out more about this license at <http://creativecommons.org/licenses/by/2.5/za/>.

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## **INFRINGEMENT OF RIGHTS**

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28. If you are of the view that your rights have been infringed through the unlawful use of this website by registrants or third parties, you may address a complaint to the blogger which satisfies the following requirements and/or contains the following information:
- 28.1. the full names and address of the complainant;
  - 28.2. the written or electronic signature of the complainant;
  - 28.3. identification of the right that has allegedly been infringed;
  - 28.4. identification of the material or activity that is claimed to be the subject of unlawful activity;
  - 28.5. the remedial action required to be taken by the service provider in respect of the complaint;
  - 28.6. telephonic and electronic contact details, if any, of the complainant;
  - 28.7. a statement that the complainant is acting in good faith;
  - 28.8. a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct.
29. The blogger will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where necessary. Such action may include, but is not limited to, removing the offending content from the website and/or suspension or termination of the offending registrant or third party.

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## **CHANGES TO THE WEBSITE**

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30. The blogger may, in its sole discretion, change, amend, suspend, withdraw or discontinue any aspect, feature, product, service or information contained on this website at any time without any prior notice to you. The blogger may also impose limits on certain features and services or restrict your access to any or all of the website or website material without notice or liability.

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## **SOFTWARE AND EQUIPMENT**

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31. It is your responsibility to acquire and maintain, at your own expense, the computer hardware, software, communications infrastructure and access accounts required to access the Internet and the website as well as to download content from the website.

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## **DISCLAIMERS AND LIMITATION OF LIABILITY**

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32. Your use of this website and reliance on any website materials available on this website is entirely at your own risk. This website, including all website materials, is provided "as is".
33. Although the blogger takes steps to verify information presented on the website, the blogger does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information contained in, displayed on, linked to or distributed through this website or the website materials. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk. The blogger reserves the right, in its sole discretion, to correct any errors or omissions in any portion of this website and the website materials.
34. Information, ideas and opinions expressed on this website and in the website materials should not be regarded as professional advice or the official opinion of the blogger and you are strongly advised to seek professional advice before acting on such information.

35. To the fullest extent permissible by law, the blogger disclaims all warranties of any kind, whether express or implied, including without limitation to the implied warranties of merchantability or fitness for a particular purpose, in respect of this website and the website materials. The blogger does not warrant that the functions contained in this website or the website materials will meet your requirements or operate in every combination selected by you for use; will be uninterrupted, timely, secure or error free; that any defects or errors will be corrected; or that this website or the website materials or the server that makes them available is free of viruses or other harmful components. The blogger does not warrant that this website or the website materials will provide specific results from use of this website or the website materials or any content, search or link within them or that the results that may be obtained from the use of this website will be accurate or reliable.
36. While the blogger takes reasonable precautions in its operation of this website, neither the blogger nor its agents or representatives will assume any responsibility and neither the blogger nor its agents or representatives (in whose favour this constitutes a stipulatio alteri or stipulation for another) shall be liable for any damages to or for viruses that may infect your computer equipment or software or other property on account of your access to, use of or browsing of this website or the website materials or your downloading of any materials, data, text images, video or audio from this website or the website materials. Any material downloaded or otherwise obtained through the use of this website or the website materials is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
37. The blogger will use reasonable endeavours to make the website available to you, and keep the website available to you at all times. However, you agree that the blogger shall not be liable in respect of any loss or damage caused by or arising from the unavailability of, any interruption in or the use of the website for any reason whatever.
38. You further agree that –

38.1. under no circumstances whatsoever, including as a result of the blogger's negligent acts or omissions or those of its servants, agents or contractors or other persons for whom in law the blogger may be liable, shall the blogger or its servants, agents or contractors or other persons for whom in law the blogger may be liable (in whose favour this constitutes a stipulatio alteri or stipulation for another), be liable for any direct, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information or data and/or loss of contracts sustained by you, your directors, servants, dealers or customers, resulting from your use of or inability to use the website or the website materials.

38.2. no claims or legal action arising out of, or related to, the use of this website, the website materials or these terms of use may be brought by you more than 1 (one) year after the cause of action relating to such claim or legal action arose.

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## **INDEMNITY**

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39. You hereby indemnify the blogger and its officers, directors, employees, servants, agents or contractors or other persons for whom in law the blogger may be liable (in whose favour this constitutes a stipulatio alteri or stipulation for another) from any loss, damage, damages, liability, claim or demand due to or arising out of your use of this website or the website materials or your breach of these terms of use.

40. The blogger is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on the blogger servers.

41. Links to and from this website to other websites belonging to or operated by third parties ("linked websites") do not necessarily constitute an endorsement by the blogger of such linked websites or their contents nor do they constitute any association by the blogger with their owners or operators. The blogger has no control over such linked websites and is not responsible or liable for any content, information, goods or services available on or through any such linked websites or for any damage, damages or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services available on or through any such linked websites. You agree that where you access linked websites, you do so entirely at your own risk.

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## **DEALINGS WITH THIRD PARTIES**

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42. Your interaction, correspondence or business dealings with third parties which are referred to or linked from or to this website is entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings. You are solely responsible for identifying and familiarising yourself with any terms of use which will govern your relationship with such third party. You agree that the blogger shall not be responsible or liable for any damage, damages or loss caused or which you allege the blogger has caused by or in connection with your interaction, correspondence or business dealings with such third parties. You acknowledge and agree that such third parties are not the agents of the blogger.

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## DISPUTES

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43. In the event that any claim, matter or dispute arises between you and the blogger arising out of or in connection with your use of the website then such claim, matter or dispute must be referred to the manager of the blogger. Should the manager fail to resolve such claim, matter or dispute within 5 (five) business days of the referral then the claim, matter or dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation.
44. Either party shall be entitled to have an arbitration award made an order of court of competent jurisdiction.
45. Any dispute shall be deemed to have been referred or subjected to arbitration in terms of this clause when either party gives written notice to the other of the dispute, demands an arbitration and requests agreement on an arbitrator.
46. The provisions of this clause are severable from the rest of these terms of use and shall remain in effect even if these terms of use are terminated for any reason.
47. The parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.
48. The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.
49. Notwithstanding the above provisions, either party shall be entitled to institute action in any court of law of competent jurisdiction to obtain urgent interim relief or in the case of the blogger, to collect any outstanding debts due and payable by you to the blogger.

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**GOVERNING LAW**

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50. This website is controlled and maintained from the Republic of South Africa.
51. We both agree that these terms of use shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
52. You irrevocably and unconditionally consent to the jurisdiction of the Magistrates Court even though the value of your claim may exceed the ordinary monetary jurisdiction of the Magistrates Court.
53. You also irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division.

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**LEGAL SERVICE OF DOCUMENTS AND NOTICES**

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54. The blogger chooses the addresses below for all communication purposes under these terms of use, whether in respect of court process, notices or other documents or communications of whatsoever nature.

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**SEVERABILITY**

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55. Any provision in these terms of use which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto (as if it were not written) and severed from these terms of use, without invalidating the remaining provisions of these terms of use.

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**FULL LEGAL AGE**

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56. In using this website and/or the website materials you represent and warrant that you are of full legal age, or are emancipated or have your guardian's consent to enter into a contract being these terms of use.

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## PRIVACY POLICY

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57. The blogger shall take reasonable steps to protect your personal information. For the purposes of this clause “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000.
58. The blogger may electronically collect, store and use personal information with your consent (if you don't consent to this, please do not register on the website). This personal information includes, but is not limited to, the following:
  - 58.1. name and surname;
  - 58.2. contact details;
  - 58.3. personal preferences;
  - 58.4. non-personal browsing habits and click patterns;
  - 58.5. email address; and
  - 58.6. IP address.
59. The blogger collects, stores and uses the personal information described in order to (but not limited to the following)–
  - 59.1. communicate requested information to you, for example through user alerts;
  - 59.2. communicate information to you regularly, for example through newsletters;
  - 59.3. compile and maintain the website and member database;
  - 59.4. register and/or authenticate users of and/or visitors to the website;
  - 59.5. identify and take reasonable measures to prevent fraudulent uses of or access to the website;

- 59.6. compile non-personal statistical information about browsing habits, click patterns and access to the website;
  - 59.7. attract advertisers by showing anonymised information about the database, for example demographics;
  - 59.8. track database size and growth; and
  - 59.9. track compliance of registrants and third parties with these terms of use.
60. The personal information is collected either electronically (for example, through the use of cookies) or is provided voluntarily by users of and/or visitors to the website. You may determine cookie use independently through your web browser settings.
61. Personal information collected from you may be deleted from the website and member databases when your account on the website is terminated for any reason.
62. The blogger may collect, maintain, save, compile, share, disclose and sell the information subject to the following:
- 62.1. The blogger shall not disclose personal information unless the person from whom the personal information is collected, consents thereto;
  - 62.2. The blogger shall disclose the information without your consent only where the blogger is compelled to do so by law; and
  - 62.3. The blogger may compile, use and share any of the information that does not relate to a specific individual.
63. In the event that your personal information is inaccurately or incompletely reflected on the website, you agree that it is your responsibility to notify the blogger of this fact and to supply the blogger with the accurate or complete information to enable the blogger to address your concerns.

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## MONITORING OF COMMUNICATIONS

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64. Subject to the provisions of the Regulation of Interception of Communications Act 70 of 2002 ("the RIC Act"), you agree to permit the blogger to intercept, block, filter, read, delete, disclose and use all communications you send or post to or using the website and/or to the blogger's staff and/or employees.
65. You agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the ECT Act and in the RIC Act.

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## TERMINATION

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66. If you breach any of these terms of use, the blogger may immediately, automatically and without notice to you, terminate your use of and access to the blogger's website, and/or prohibit your future access to use of the blogger's website, and/or take appropriate legal action against you (including without limitation, applying for urgent and/or interim relief or claiming damages), without incurring any liability to you of any nature whatsoever and howsoever arising, and all of the blogger's rights in this regard are expressly reserved.

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## DISCLOSURES REQUIRED BY THE ECT ACT

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67. Access to the content available on or through the website are classified as "electronic transactions" in terms of the ECT Act and therefore you have the rights detailed in Chapter VII of the ECT Act and the blogger has the duty to disclose the following information:

**Full name and legal status of the blogger:**

Martha Johanna van Zyl; Sole Proprietor

**Street address:**

36 Maggs Street, West Park, Pretoria

**Postal address:**

Box 97582, West Park, Pretoria, 0146

<b>Physical address for receipt of legal service:</b>	36 Maggs Street, West Park, Pretoria
<b>Description of products and/or services:</b>	Not Applicable
<b>Terms of agreement:</b>	Section 6 - 9
<b>Time of despatch of products or delivery of services:</b>	Not Applicable
<b>Access to transaction records:</b>	Not Applicable
<b>Return, exchange and refund policy:</b>	Not Applicable
<b>Privacy policy:</b>	Section 57 - 63
<b>Security procedures:</b>	Not Applicable
<b>Site address:</b>	<a href="http://www.thesinglesyllable.co.za">http://www.thesinglesyllable.co.za</a>
<b>Official email address:</b>	marthatjie@gmail.com
<b>Membership of self-regulatory or accreditation bodies:</b>	Not Applicable
<b>Codes of conduct to which the blogger subscribes:</b>	Section 15 - 25
<b>Governing terms of use:</b>	Not Applicable
<b>Manual in terms of the Promotion of Access to Information Act 2 of 2000:</b>	Not Applicable
<b>Office bearers:</b>	Not Applicable
<b>Costs associated with the access to and use of the site:</b>	Not Applicable
<b>Manner of payment:</b>	Not Applicable
<b>Dispute resolution:</b>	Not Applicable
<b>Cooling off period:</b>	Not Applicable

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## GENERAL

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68. You agree that:
- 68.1. you are bound by these terms of use;
  - 68.2. this agreement shall be deemed to have been concluded in Johannesburg at the time you access the website for the first time;
  - 68.3. data messages addressed by you to the blogger shall be deemed to have been –
    - 68.3.1. received if and when responded to;
    - 68.3.2. sent by you within the geographical boundaries of the Republic of South Africa;
  - 68.4. you shall be deemed to have been received data messages addressed to you by the blogger as detailed in section 23(b) of the ECT Act;
  - 68.5. notwithstanding any other provision contained in these terms of use, electronic signatures, encryption and/or authentication is not required for valid electronic communications between you and the blogger;
  - 68.6. as well as warrant that, data messages that you send to the blogger from a computer, IP address or mobile device normally used by you, was sent and/or authorised by you personally.

69. These terms of use constitute the whole agreement between you and the blogger relating to your access to and use of this website. These terms of use may not be amended except in writing by the blogger.
70. No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these terms of use which the blogger may show, grant or allow you shall operate as an estoppel against the blogger in respect of its rights under these terms of use nor shall it constitute a waiver by the blogger of any of the blogger's rights and the blogger shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.
71. Nothing in this agreement shall create any relationship of agency, partnership or joint venture between you and the blogger and you shall not hold itself out as the agent or partner of the blogger or as being in a joint venture with the blogger.
72. To the extent that any provision of this agreement is held to be illegal, invalid or unenforceable for any reason, such provision shall be deemed to be pro non scripto, but without affecting or invalidating any of the remaining provisions of this agreement, which shall continue to be of full force and effect.