

ABolton Images and Acoustic Frames WEB SITE TERMS AND CONDITIONS OF USE

Last Updated: 30 January 2008

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE.

These terms and conditions of use ("General Site Terms") apply to your use of this Web site ("Site"), and do not alter in any way the terms or conditions of any other agreement you may have with Timeslice Equipment CC ("TimeSlice", "TS", "we", "us"), its subsidiaries or affiliates. By using this Site, you represent and warrant that you are over the age of 18 and are lawfully able to accept these General Site Terms. If you are using the Site on behalf of any entity, you further represent and warrant that you are authorised to accept these General Site Terms on such entity's behalf, and that such entity agrees to indemnify TS for violations of these General Site Terms.

1. Privacy Policy

1.1 TimeSlice is committed to protecting your privacy. Please refer to our Privacy Policy for information on how we collect, use and disclose personal information. The terms of our Privacy Policy (as amended from time to time) are incorporated herein by this reference.

2. Ownership of the Site and its Contents

2.1 This Site is owned by TimeSlice CC (TS). The selection and arrangement of all text, graphics, data, photographic images, moving images, sound, illustrations ("TS Content"), is owned by TimeSlice CC, its licensors, or its third-party content providers.

2.2 We reserve the right at any time to change or discontinue without notice, any aspect or feature of the Site.

2.3 Various Images on the site (marked as ©ABolton) are the exclusive property of Alan John Bolton who owns all intellectual property rights thereto. They appear only through his express permission which may be withdrawn at any time for any reason.

3. Use of the Site

3.1 This Site and the Content are intended to promotion and sale of ABolton's images as well Acoustic Frame products. You are specifically prohibited from: (a) manipulating or otherwise displaying the Site or the TS Content by using framing or similar navigational technology; (b) registering,

subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any TS product or service if you are not expressly authorised by such party to do so; and (c) using the Site or the TS Content other than for its intended purpose. Such unauthorised use may also violate applicable laws including, without limitation, copyright and trademark laws, the laws of privacy and publicity, and applicable communications legislation and regulations.

- 3.2 You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, electronic communications, privacy, and the transmission of data exported from the Republic of South Africa, the country from which you export the data or the country in which you reside.

4. Intellectual Property

- 4.1 All intellectual property rights inherent in the Content and images appearing in the site remain the sole exclusive property of TS, its licensors and/or Alan Bolton.
- 4.2 In no circumstances is it permissible to reproduce any of the copyright images included in the site. You hereby acknowledge complete liability to TS, its licensors and or Alan Bolton for any lost revenue, or any other losses or costs arising from any form of unauthorised reproduction of those images, arising from your use of the site which was reasonably within your control.

5. Trademarks

- 5.1 The TS logo, and any other product or service name or slogan contained in the Site are registered or unregistered trademarks of TS and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of TS or the applicable trademark holder. You may not use metatags or any other HTML tags, comments or hidden text utilising "ABolton and Acoustic Frames" or any other name, trademark or product or service name of TS without our prior written permission. In addition, the look and feel of the Site (including, without limitation, all page headers, custom graphics, button icons and scripts) is the service mark, trademark and/or trade dress of TS and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

6. Links

- 6.1 You may not use a TS Power Saving logo or other proprietary graphic of TS to link to this Site without the express written permission of TS. Further, you may not frame any TS trademark, logo or other proprietary information, including the TS Content, without TS 's express written consent.
- 6.2 TS makes no claim or representation regarding, and accepts no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under the control of TS and TS is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. TS provides such links (if any) to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by TS of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.
- 6.3 Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that TS shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

7. Interactive Areas

- 7.1 The Site may include discussion forums or other interactive areas or services, including, without limitation, supplier links, blogs, chat rooms, bulletin boards, message boards, online hosting or storage services, or other areas or services in which you, or third parties create, post or store any information, content, messages, comments, materials or other items on the Site ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Site any of the following:
- 7.1.1 Any message, comment, data, document, file, information, text, music, sound, photos, graphics, code or other material ("User Content") that is unlawful, libellous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, in breach of an obligation of confidentiality, fraudulent or otherwise objectionable or that you know or have reason to believe is incorrect, inaccurate, misleading or outdated;

- 7.1.2 User Content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, national or international law.
 - 7.1.3 User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual property or contract right of any party. By posting any User Content, you represent and warrant that you have the lawful right to transmit, distribute and reproduce such User Content;
 - 7.1.4 User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
 - 7.1.5 Unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations;
 - 7.1.6 Private information of any third party, including, without limitation, addresses, phone numbers, e-mail addresses, identity numbers and credit card numbers;
 - 7.1.7 Viruses, corrupted data or other harmful, disruptive or destructive files; and
 - 7.1.8 User Content that, in the sole judgment of TS , is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all capital letters, or continuous posting of repetitive text), or which may expose TS or its users to any harm or liability of any type.
- 7.2 Further, you agree not to delete or revise any User Content posted by any third party. TS takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is TS liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. As a provider of interactive services, TS is not liable for any statements, representations or User Content provided by its users in any public forum, personal home page or other Interactive Area.
- 7.3 Although TS has no obligation to screen, edit or monitor any of the User Content posted in any Interactive Area, and no User Content is endorsed, reviewed or approved by TS , TS reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense.

- 7.4 Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these General Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site. You acknowledge and agree that TS may access, use or disclose any information about you or your use of this Site, including, without limitation, any User Content to comply with the law or any legal process; protect and defend the rights or property of TS ; or to protect the safety of our company, employees, customers or the public.
- 7.5 If you post User Content to the Site, unless we indicate otherwise, you grant TS and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. You grant TS and its affiliates and sub-licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these General Site Terms and will not violate any rights of or cause injury to any person or entity.

8. Indemnification

- 8.1 You agree to defend, indemnify and hold harmless TS , its subsidiaries, affiliates, licensors, employees, agents, sponsors, third party information providers and independent contractors against any and all claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content that you post, store or otherwise transmit on or through the Site or any third party User Content on which you may rely, your conduct, your use of or inability to use the Site, your breach or alleged breach of the General Site Terms or of any representation or warranty contained herein, your unauthorised use of the TS Content, or your violation of any rights of another.

9. Disclaimer

- 9.1 THIS SITE AND THE TS CONTENT ARE PROVIDED "AS IS" AND TS AND ITS DIRECTORS, MEMBERS, EMPLOYEES, CONTENT PROVIDERS, AGENTS AND AFFILIATES EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. TS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, THE USER CONTENT OR THE TS CONTENT, OR THE UNAVAILABILITY OF THE

SAME, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES. THE FUNCTIONS EMBODIED ON OR IN THE MATERIALS OF THIS SITE ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT TS , ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OF THIS SITE OR THE TS CONTENT. WE MAKE NO WARRANTY THAT THE SITE OR THE TS CONTENT IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

- 9.2 TS uses reasonable efforts to ensure the accuracy, correctness and reliability of the TS Content, but we make no representations or warranties as to the TS Content's accuracy, correctness or reliability.
- 9.3 TS has no direct control over User Content, makes no representations or warranties whatsoever in respect thereof and expressly disclaims any liability in connection therewith.

10.Limitation of Liability

- 10.1 IN NO EVENT SHALL TS , ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, DELICT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, THE SERVICES, THE TS CONTENT, THE USER CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM TS , OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORISED ACCESS TO TS 'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TS , WHETHER IN CONTRACT, WARRANTY, DELICT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO TS FOR ACCESS TO OR USE OF THE SITE.

11. Dispute Resolution and Governing Law

11.1 These General Site Terms will be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa. Any dispute relating in any way to your use of the Site or the TS Content shall be submitted to confidential arbitration to be held in Sandton under the rules of the Arbitration Foundation of Southern Africa (or its successor in title), to which arbitration you hereby consent; except that, to the extent you have in any manner violated or threatened to violate TS 's intellectual property rights, TS may seek interdictory, injunctive or other appropriate relief in any applicable court in the Republic of South the Africa, and you consent to exclusive jurisdiction and venue of such courts. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to the General Site Terms, whether through class arbitration proceedings or otherwise.

12. Termination

12.1 Notwithstanding any of these General Site Terms, TS reserves the right, without notice and in its sole discretion, to terminate your account and/or to block your use of the Site.

13. Miscellaneous Provisions

13.1 These General Site Terms constitute the sole record of the agreement between you and TS in relation to your use of the Site. Neither you nor TS shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these General Site Terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and TS in respect of your use of the Site.

13.2 Failure or neglect by TS to enforce at any time any of the provisions of the General Site Terms shall not be construed as a waiver of its rights. Any waiver of any provision of the General Site Terms will be effective only if in writing and signed by TS. If any clause in these General Site Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Any rights not expressly granted herein are reserved.

14. Changes to General Site Terms

14.1 TS reserves the right to change any of the terms and conditions contained in the General Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. When we make changes, we will revise the "Last Updated" date at the top of the General Site Terms. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the

posting of changes will constitute your acceptance of such changes. We encourage you to review the General Site Terms whenever you visit this Web site.

15. Questions and Contact Information

15.1 Questions or comments about the Site or General Site Terms may be directed to TS at **info@timeslice.co.za**