

# **TIMESLICE WEB SITE TERMS AND CONDITIONS OF USE**

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- 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or otherwise objectionable or that you know or have reason to believe is incorrect, inaccurate, misleading or outdated;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.
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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.

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- 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.

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- 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[at]timeslice.co.za**