

Terms & Conditions

1. Your Acceptance

BY USING OR VISITING THIS WEBSITE (together with all Content available through the WATERFIRE.co.za domain name and other sites owned, operated or controlled by WATERFIRE, the "Website"), OR SUBMITTING CONTENT TO THIS WEBSITE, YOU SIGNIFY YOUR ASSENT TO (1) THESE TERMS AND CONDITIONS (the "Terms & Conditions"), AND (2) WATERFIRE'S PRIVACY POLICY www.waterfire.co.za/privacy/. These Terms & Conditions apply to all users of the Website. If you do not agree to these Terms & Conditions and the Privacy Policy then please do not use the Website.

2. Links

The Website may contain links to third party websites that are not owned or controlled by WATERFIRE. WATERFIRE is not affiliated with those websites, has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, WATERFIRE will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly release WATERFIRE from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you have left the Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. Website Access

- A. WATERFIRE hereby grants you permission to use the Website, provided that:
 - (i) your use of the Website is solely for your personal, noncommercial use;
 - (ii) you will not copy, distribute or modify any part of the Website without WATERFIRE's prior written authorization;
 - (iii) you will not send unsolicited or unauthorized advertisements, spam, chain letters, etc.,
 - (iv) you will not transmit any Content which contains software viruses, or other harmful computer code, files or programs;
 - (v) you will not disrupt servers or networks connected to the Website; and
 - (vi) you comply with these Terms & Conditions.
- B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify WATERFIRE immediately of any breach of security or unauthorized use of your account. You will be liable for any use made of your account or password and the losses of WATERFIRE or others due to such unauthorized use. WATERFIRE will not be liable for your losses caused by any unauthorized use of your account.
- C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," and "offline readers," that accesses the Website in a manner that sends more request messages to the WATERFIRE servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. WATERFIRE grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. WATERFIRE reserves the right to revoke these exceptions either

generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names or e-mail addresses, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions (as defined below).

- D. WATERFIRE has the right to terminate your access to the Website, in its sole discretion, immediately and with or without cause.

4. Intellectual Property Rights

The content on the Website, including all User Submissions, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos and interactive features ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to WATERFIRE. Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, reverse engineered, de-compiled, or otherwise exploited for any other purposes whatsoever without WATERFIRE's prior written consent. WATERFIRE reserves all rights not expressly granted in and to the Website. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website.

5. User Submissions

- A. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. You represent and warrant that: (i) you own or have the necessary rights and permissions to use and authorize WATERFIRE to use all copyright, trademark or other proprietary rights in and to any User Submissions to enable inclusion and use thereof as contemplated by the Website and these Terms & Conditions; and (ii) you have the written consent and/or permission of each and every identifiable individual person in the User Submission to use their name or likeness as contemplated by the Website and these Terms & Conditions.

- B. You agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the User Submission and to grant WATERFIRE all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage WATERFIRE or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or (iv) misidentify yourself in submitting the User Submission or misstate your true identity. WATERFIRE does not endorse any User Submission or any opinion,

recommendation, or advice expressed therein, and WATERFIRE expressly disclaims any and all liability in connection with User Submissions.

- C. You understand that when using the Website, you will be exposed to User Submissions from a variety of sources, and that WATERFIRE is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against WATERFIRE with respect thereto, and agree to indemnify and hold WATERFIRE, its owners, affiliates, employees, agents and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website. You acknowledge that access to certain Content which may be available through the Website and which depict violence, or contain images of nudity, sexual acts, or other sexual material ("Mature Content") is permitted only if you are over the minimum age applicable in your jurisdiction (often but not necessarily 18 or 21).

6. Copyright and Content Policy

WATERFIRE respects the intellectual property rights of others, and requests you to do the same. WATERFIRE does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and WATERFIRE will remove all Content if properly notified that such Content infringes on another's intellectual property rights. WATERFIRE reserves the right to remove Content without prior notice. WATERFIRE will also terminate a User's access to the Website, if they are determined to be a repeat infringer. WATERFIRE may remove such Content and/or terminate a User's access for uploading such Content in violation of these Terms & Conditions at any time, without prior notice and at its sole discretion. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide WATERFIRE's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
2. a description of the copyrighted work that you claim has been infringed, including the URL (web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
3. a description of where the material that you claim is infringing is located on the Website, including the URL;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please also note that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

7. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WATERFIRE , ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. WATERFIRE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT AND ASSUMES NO LIABILITY FOR ANY (I) MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT ON OR VIA THE WEBSITE. WATERFIRE DOES NOT WARRANT, ENDORSE OR ASSUME RESPONSIBILITY FOR ANY CONTENT, OR PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR FEATURED IN ANY ADVERTISING, AND METACAFE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

8. Limitation of Liability

IN NO EVENT SHALL WATERFIRE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) CONTENT, INCLUDING ANY MISTAKES OR INACCURACIES THEREIN, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT ON OR VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT METACAFE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT METACAFE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

9. Indemnity

You agree to defend, indemnify and hold harmless WATERFIRE, its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Website; (ii) your violation of these Terms & Conditions; (iii) your violation of the terms which apply to

your User Submission; (iv) your violation of any third party right, including without limitation any copyright, property, publicity or privacy right; or (v) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms & Conditions and your use of the Website.

10. Ability to Accept Terms & Conditions

You affirm that you are either more than 18 years of age or possess legal parental or guardian consent to enter into these Terms & Conditions, and to comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Website-there are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.