

ABC EVENTS EXPERT TERMS AND CONDITIONS

Welcome to the service and product offerings of ABC Event Experts Website. We are delighted to extend our range services to you our members. The provision of our services is subject to this terms and conditions. In using our website you agree to be bound by these terms and conditions.

Kindly peruse the terms and conditions carefully as they contain vital information relating to the use of the site and the binding contractual terms between ourselves should you elect to purchase our products.

1. Use of Site

- 1.1 We hereby grant you a limited, revocable license to access and make personal use of the website as our member. However, you are not permitted to:
 - 1.1.1 reproduce, duplicate, copy, sell or otherwise exploit the website or any product image, product listing, product description, price, page layout, page design, trade dress, trademark, logo or other content ("Website Content") for any commercial purpose, except as expressly provided;
 - 1.1.2 use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Website Content (except in the operation or use of internet "search engines," hit counters or similar technology);
 - 1.1.3 use any meta tags, search terms, key terms, or the like that contain the website's name or trademarks used on the website;
 - 1.1.4 engage in any activity that interferes with the website or another member's ability to use the website;
 - 1.1.5 modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the website and the services offered on the website; or
 - 1.1.6 assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.
 - 1.1.7 Members will have to sign up in order to make use of all the material presented on the website.
 - 1.1.8 All personal information such as passwords, and any activity on the member's account shall be the sole responsibility of that member.
 - 1.1.9 Any unauthorised usage of a member's account must be reported immediately.
- 1.2 Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

2. Disclaimer of Warranty

- 2.1 The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.
- 2.2 The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.
- 2.3 ABC Event Experts do not accept responsibility that the website, its servers, or e-mail sent from the website are free of viruses or other harmful components. ABC Event Experts will not be liable

for any damages of any kind arising from the use of the website, including, but not limited to direct, indirect, incidental, punitive or consequential damages.

- 2.4 The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including - without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.
- 2.5 License exists for as long as you continue to be a ABC Event Experts member and shall be terminated when you request from us in writing, by e-mail or facsimile, that your content be removed and have received confirmation from ABC Event Experts of the removal of your content.
- 2.6 The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

3. ABC Event Experts' Rights

3.1. We reserve the right to:

- 3.1.1 modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website;
- 3.1.2. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

4. Charges and billing

ABC Event Experts billing method and fee structure shall not change when making payments offline or online, if any changes are made members shall receive a 30 day written notification before the changes come into effect via the website or email.

ABC Event Experts reserves the right to change its fee structure or billing methods at any time without the consent of its members.

5. Electronic Communications

You consent to receive communications from us by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you by e-mail satisfy any legal requirement that such communications be in writing.

6. Privacy Policy

- 6.1 We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

6.2 All the information gathered in the online forms on the website is used to personally identify members that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

6.3 The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyse trends, and administer the Site.

6.4 We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an Email: merinda@artisticbc.co.za

6.5 By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

7. Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

8. Copyright

All Website Content is our property or the property of our content suppliers and is protected by copyright laws. All Website Content that is not our property is used with permission. The arrangement and compilation of all Website Content is our exclusive property and is protected by copyright laws. All software used on the website is our property or the property of our software suppliers and is protected by international copyright laws.

9. Trademarks

Certain graphics, logos, page headers, button icons, scripts, and service names are trademarks, service marks, or trade dress of our company or our affiliated companies. Our trademarks and trade dress may not be used for any commercial or other purposes without our prior written consent.

10. Copyright & Trademark Compliance; Complaints

We honour the intellectual property rights of others. If you believe that your work has been copied or used on the website in a way that constitutes copyright or trademark infringement, please notify immediately. Except in limited instances under authorized agreements, we do not reproduce or manufacture the products offered on our site, but rather we purchase or license products from third party suppliers that represent to us that they have sufficient rights to allow us to display and sell the products on the website. Upon receipt of any bona fide claim of infringement, or upon becoming aware of any actual or alleged infringement by any other means, we will remove such actual or alleged infringing product(s) from the website and/or cease sales of the product(s) pending our investigation.

11. Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

12. Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

13. Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the member's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The member's continued use of this Website following the posting of changes or updates will be considered notice of the member's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

14. Severability

If any of the terms or conditions herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

