



Website Terms & Conditions of Use

NGS and Son

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You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Website. No installation, implementation, customization, consultation, support or similar services are included within the scope of these Terms and Conditions of Use.

2. **PASSWORD:** To the extent that your use of this Website is in connection with services received through a Client Agreement, we will request that you select a Password and Screen Name in connection with the operation of this Website. You alone are responsible for maintaining the confidentiality of your Password and Screen Name. You are responsible for all uses of our services with your Password and Screen Name, with or without your consent, by yourself and others.

3. **FORUMS/BLOGS:** You may access certain “forums” or “blogs” through the Website. You may not post on any forum/blog any material that is libelous, defamatory, obscene, abusive, invades a person’s privacy, violates any intellectual property rights, or that would otherwise violate any law. You acknowledge that you are responsible for whatever material you submit, and you, not NGS and Son, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. You may not post material that solicits funds, or that advertises or solicits goods or services. You may not post material known to be false. You may not post or transmit any information, software or other material that contains a virus or other harmful component. We also reserve the right to remove any such violative material. All remarks, suggestions, ideas, graphics or other information communicated through the Website will become, once posted, the property of NGS and Son (“Posting”). NGS and Son will not be required to treat any Posting as confidential. NGS and Son will be entitled to use the Postings for any commercial or other purpose whatsoever, without compensation to you or any other person. You agree to indemnify, defend and hold NGS and Son harmless from any liability arising due to the use or distribution of your Postings. You further grant NGS and Son the right to use your name in connection with the reproduction or distribution of your Postings.

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If you use Content from this Website in violation of these Terms and Conditions of Use you may be in violation of your Client Agreement and may be subject to termination of your Client Agreement and damages for the copyright violation under federal statutes.

6. TRADEMARKS/LOGOS: This Website contains many valuable trademarks, names, titles, logos and other proprietary materials owned and registered by NGS and Son and its affiliates ("Trademarks"). Nothing contained on this Website should be construed as granting any license or right to use any Trademark displayed on this Website. All other trademarks appearing on the Website are trademarks of their respective owners and nothing contained on this Website should be construed as granting any license to use the trademark owned by any other third party. Our reference to any third party trademarks does not imply or indicate any approval or endorsement by their owners, or NGS and Son's approval or endorsement of the owners or their products or services.

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8. NOTIFICATION OF ALLEGED INFRINGEMENT OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS: In order to promptly address claims of alleged infringement of intellectual property rights, we have established the following procedures. If you are the owner of copyright or other Intellectual Property Rights, or have been authorized to act on behalf of the owner of such rights, and you believe your rights have been or are being infringed, please notify us immediately. Accordingly, if you are not sure whether certain material of yours is protected by copyright laws, we suggest that you first contact an attorney. To expedite our ability to process your request, please use the following format (including section numbers): (i) Identify in sufficient detail the copyrighted work that you believe has been infringed. For example, "The copyrighted work at issue is the text that appears on http://www.legal.com/legal_page.html"; (ii) Identify the material that you claim is infringing the copyrighted work listed in item #1 above. Identify each page that allegedly

contains infringing material by providing its URL; (iii) Provide information reasonably sufficient to permit us to contact you (email address is preferred); (iv) Include the following statement: "I have a good faith belief that use of the copyrighted materials as described above is not authorized by the copyright owner, its agent, or the law."; (v) Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed." ; (vi) Sign the paper; and (vii) Send the written communication to our contact: admin@ngsandson.co.za. Failure to include all of the above information may result in a delay of the processing of the notification.

9. NOTIFICATION OF ALLEGED UNLAWFUL ACTIVITIES: If you believe in good faith that any unlawful activity is taking place on or through this Website or that any unlawful information has been submitted or uploaded on or to this Website, please promptly report the same to us. Please include the following information in your Notice of Unlawful Activity: (i) your full name, address, telephone number and email address; (ii) full details of the location on this Website of the material or information in question (including the URL of the link shown on the Website where such material or information may be found); and (iii) full details of the unlawful nature of the activity or material or information in question.

10. WHAT WE WILL DO WHEN WE RECEIVE A NOTICE OF INFRINGEMENT OR NOTICE OF UNLAWFUL ACTIVITY: If we receive full and proper notification of an alleged infringement of Intellectual Property Rights or of any unlawful activity occurring on or through this Website or of any unlawful information being submitted or uploaded on or to this Website, we will take such action which we believe to be appropriate in the circumstances. Without limiting the foregoing, we will make an attempt to secure the voluntary take down of the Content which is the subject of any Notice of Infringement or Notice of Unlawful Activity. In any event, we reserve the right, in our sole discretion and without notice to any User, to: (i) delete, move, edit and/or disable access to any Content which is the subject of any Notice of Infringement or Notice of Unlawful Activity; or (ii) terminate access of any User whose Content is the subject of any Notice of Infringement or Notice of Unlawful Activity.

11. LICENSE: Use of portions of this Website may be subject to the terms of a Client Agreement. Subject to the terms of the Client Agreement, we grant to you a limited, nonexclusive, non-transferable, non-sublicensable license to use this Website or products on the website, solely for your internal business purposes. The Client Agreement may limit the number of users who are allowed access to this Website. You are required to take reasonable measures to protect access information and to assure that you do not permit unauthorized use of or access to this Website. We may audit your use of this Website to assure compliance with access restrictions and will pursue all available remedies for a breach of these access rules. You may not sell, rent, lease, lend, or transfer any services provided on this Website and you may not assign or sublicense your license to this Website. To the extent that you are not subject to a Client Agreement, we grant to you a limited, nonexclusive, non-transferable, non-sublicensable license to use those non-

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2. WE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF THE CONTENT OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (vi) OR THAT THIS WEB WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEB WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY.

5. THIS WEBSITE MAY CONTAIN VARIOUS COMBINATIONS OF TEXT, IMAGES, AUDIOVISUAL PRODUCTIONS, OPINIONS, STATEMENTS, FACTS, ARTICLES, MARKET DATA, STOCK QUOTES OR OTHER INFORMATION CREATED BY US OR BY THIRD-PARTIES. DUE TO THE NUMBER OF

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LIMITATION OF LIABILITY: YOU EXPRESSLY UNDERSTAND AND AGREE THAT NGS and Son SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) WHATSOEVER.

14. NON-WAIVER: Our failure to exercise or enforce any right or provision of hereunder shall not constitute a waiver of such right or provision. If any provision hereunder is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should attempt to give effect to the parties' intentions as reflected in the provision, and the other provisions hereof shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms and Conditions of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15. INDEMNITY: You agree to indemnify, and hold NGS and Son and its affiliates and each of their directors, officer, employees and agents ("NGS and Son Indemnities") harmless from and against any and all claims, actions or demands brought against NGS and Son Indemnities arising out of or relating to your use of the Website or your breach of these Terms and Conditions of Use. The indemnification set forth in this Paragraph shall include all expenses and costs (including reasonable attorney fees) resulting from or arising out of the above claims.

16. MISCELLANEOUS: These terms will be governed by and construed in accordance with the laws of the State of New York, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these terms will be filed only in the state or federal courts located in New York, New York, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any of these Terms and Conditions of Use is found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms and conditions, and will not affect the validity and enforceability of the remaining provisions. These Terms and Conditions of Use and, to the extent applicable the Client Agreement constitute the entire agreement between you and us relating to the subject matter it contains. These Terms and Conditions of Use may be modified only by our posting of changes to these Terms and Conditions of Use.

17. AGREEMENT: By using the Website, you are deemed to agree to these Terms and Conditions of Use.