

Terms and Conditions

Acceptance of Terms

StraightTalkWithNolan (the “Company”) provides outstanding services made available through the webpage www.straighttalkwithnolan.com. The services the Company provides to you through the Site are expressly and unconditionally subject to the following Terms of Use (“TOU”). The Company reserves the right to update the TOU at any time and without notice to you. The most current version of the TOU can be reviewed by clicking on the “Terms of Use” hypertext link located at the bottom of the www.straighttalkwithnolan.com home page. The TOU are applicable to and govern your use of any Services or Content (as defined below) made available on the Site or as made available on any other website to which you are directed to through a hypertext link or other link provided by the Company on the Site. Please be aware that any website to which you are directed to a hypertext link or other link provided by the Company on the Site may contain separate terms and conditions or other policies that may be different from these TOU and which are expressly applicable to the services provided by the website.

Description of Services

Through the Site, the Company provides you with access to and the ability to purchase services, receive services and other information, and, subject to certain membership enrolment requirements, to participate in one of more communication forums (collectively referred to as the “Services”). The Services, including any updates, enhancements, new features, and/or the addition of other Site properties, are subject to this TOU.

Notice specific to Documents and other information posted on the site

As mentioned above, the Site and its related properties provide certain users with the opportunity to participate in one or more communication forums as part of the Services. The Company grants permission to view, access and/or use Site video content, documents (such as white papers, press releases, datasheets, FAQs, PDF files, etc.) and other materials (the “Content”) from the Services provided that (1) your use of the Content made available through the Services or the Site does not violate the terms and conditions of these TOU, (2) your use of the Content made available through the Services or the Site is informational and non-commercial/personal use only and it will not be copied to or posted on any network computer, website, unaffiliated communication forum, social network or otherwise broadcast in any form of media, and (3) no modifications are made to any Content. Distribution of Content outside the classroom requires the Company’s express written permission. Use for any other purpose is expressly prohibited by law and may result in severe criminal penalties.

The above-specified Content does not include the design or layout of the Site or any other material owned, operated, licensed or controlled through the Site. Elements of the Site are protected by copyright, trademark, unfair competition and other governing laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from this Site may be copied or retransmitted unless expressly permitted in writing by the Company.

In no event shall the Company and/or its respective affiliates, service providers and suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use, dissemination, viewing, response to or performance of any Content, information, product, data, merchandise, graphic image or other

media represented on, purchased through or related to information posted on or disseminated in connection with the Site or the Services made available on the Site.

The Content, information, listings, postings, communications and related graphics published or otherwise disseminated or viewed in connection with the Services could include technical inaccuracies, typographical errors, or misstatements of condition, quality or otherwise. The Company is not responsible for, and makes no representations, warranties or assurances concerning information posted on, available through or otherwise acquired, purchased, exchanged or hypothecated through use of or related to the Services made available on the Site in any manner.

Limitation of Liability for Services made available on the Site

In no event shall the Company and/or its respective agents, affiliates, service providers, suppliers or subsidiaries be liable for any actual, special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of, transaction with third parties based on postings, listings, Content or other information available through or in connection with the Services accessible through the Site. You expressly agree that the laws of the Republic of South Africa, without regard for any applicable conflict of laws principles, shall apply to any dispute concerning your use of the Services, Content or any other matter related to the Site. You further expressly agree and consent to the exercise of personal jurisdiction in the Republic of South Africa for any dispute concerning your use of the Services, Content, the TOU or any other matter relating to the Site. You additionally expressly agree to and consent to a court of competent jurisdiction located in Republic of South Africa as providing the exclusive venue for any dispute concerning your use of the Services, Content, the TOU or any other matter relating to the Site.

Member Account, Password and Security

If any of the Services requires you to open an account, you must complete the registration process by providing the Company with current, complete and accurate information as prompted by the applicable registration form. You may also be required to select a password and/or a user name. You are solely and entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify the Company of any unauthorized use of your account or any breach of security. The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Company or another party due to someone else using your account or password. You may not use the account or password of any other member or user of the Services made available on the Site without the express permission said member or user of the Services.

No Unlawful or Prohibited Use of Content and Services

As an express condition of your use of the Services and Content made available on the Site, you agree not to use the Services and Content for any purpose that is unlawful or prohibited by the TOU or any other terms, conditions, and notices issued by the Company that are related to Site. You may not use the Services and/or Content in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of the Services and/or Content. You may not attempt to gain unauthorized access to any Services, Content, other accounts, computer systems or networks connected to any server or to any of the Services and/or Content, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any deceptive means or acts of misrepresentation, falsehood or fraud through use of the Services and/or Content.

Use of Services and Content Made Available on the Site

The Services and Content made available to you may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
3. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another's computer;
4. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to for the same;
5. Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
6. Advertise or offer to sell or buy any goods or services through acts of deception, misrepresentation, fraud, or through the nondisclosure or withholding of material information related to the offered, sold or purchased goods or services;
7. Use any material or information, including images or photographs, which are made available through the Services and/or Content in any manner that infringes any copyright, trademark, patent, trade secret, or other propriety right of any party;

8. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
9. Violate any code of conduct or other guidelines that may be applicable for any Communication Service;
10. Restrict or inhibit any other user from using and enjoying the Communication Services;
11. Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
12. Harvest or otherwise collect information about others, including e-mail addresses;
13. Violate any applicable laws or regulations;
14. Use download or otherwise copy, or provide (whether for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof; and
15. Create a false identity for purposes of misleading others.

The Company has no obligation to monitor the Communication Services or material posted on, listed on or otherwise disseminated through the Services. The Company, however, reserves the right to review materials posted to the Communication Services and to remove any and all material appearing on the Site with or without cause in its sole and absolute discretion. The Company further reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

The Company always reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, appearing on the Site in its sole and absolute discretion.

The Company does not control or endorse the content, postings, listings, messages or information found in any Communication Services or related to the Services and Content and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and/or with regard to the Services and/or Content and any action resulting from your participation in any Communication Services, the Services and/or Content.

The company may upload Content or other material to the Communication Services and may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials. Any user-uploaded materials are strictly subject to the conditions set forth in these TOU.

Materials Submitted to or Posted on the Site

The Company claims ownership and related rights of and to the Content, Services, graphical design, layout and related aspects of the Site. The Company does not claim ownership of the materials, information, posting, listings or other information provided to the Site (including feedback and suggestions) or posted, uploaded, imputed or submitted by third party users and/or members in connection with any Services, Content, Communication Services or associated services made available to the general public, membership community, Site visitors or by the members of any public or private community (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting the Company, its affiliate companies and necessary sub-licensees permission to use your Submission in connection with the Services and Communication Services, including, without limitation, an express right of license to: (1) copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; (2) to publish your name in connection with your Submission; and (3) the right to sublicense such rights to any subsidiaries, respective agents, affiliates, service providers or suppliers associated with the Services made available on the Site.

No compensation or commission will be paid by or otherwise owed by the Company to you with respect to the use of the Services, any Submissions or Postings. The Company is under no obligation to post or use any Submission you may provide for dissemination on the Site or through the Communication Services. The Company may remove the entirety, or any portion thereof, of any Submission and/or Posting at any time in its absolute and sole discretion for any reason whatsoever.

By Posting and/or making a Submission for dissemination on the Site or through the Communication Services, you expressly warrant and represent that you own or otherwise control all of the rights to the information, Content or other material contained in or associated with your Submission as described on these TOU including, without limitation, all the rights necessary to lawfully and without liability provide, post, upload, input or facilitate a Submission and/or Posting.

In addition to the warranty and representation set forth above, by Posting a Submission that contains images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these TOU and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these TOU, and (c) that each person depicted in such Images, if any, has provided consent to use of the Images as set forth in these TOU, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting or making a Submission containing Images, you are granting express permission to view the Images in connection with the use, as permitted by these TOU, of any of the Services and Communication Services made available on the Site to (a) all users of the Services and/or Communication Services and/or (b) to the general public (for each such Image made available or otherwise disseminated in connection with any of the Services, Communication Services or anywhere on the Site). No compensation or commissions will be paid by the Company, or to any user of the Services or the Site, with respect to your use, Submission or Posting of Images unless otherwise agreed to in writing.

Notices and Procedures for Making Claims of Copyright Infringement

StraightTalkWithNolan respects the intellectual property rights of others, and we ask our individuals using StraightTalkWithNolan sites to do the same. If you believe that your copyrighted work has been copied and is accessible on our Web site in a way that constitutes copyright infringement, please send a Notice to our Copyright Agent providing the following information:

- The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf
- A description of the copyrighted work that you claim has been infringed and a description of the infringing activity
- A description of where the material that you claim is infringing is located, such as the URL where it is posted
- Your name, address, telephone number, and email address
- A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law

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 are authorized to act on the copyright owner's behalf

StraightTalkWithNolan's Copyright Agent for Notice of claims of copyright infringement can be reached as follows. Note: This contact information is solely for reporting copyright infringement.

StraightTalkWithNolan

7 Linnet Street, Farrarmere, Benoni, 1501, Gauteng, South

Attention: Nolan Pillay

Telephone: +27 62 556 7817

E-mail: info@straighttalkwithnolan.com