



Afrikaya Leisure Travel (PTY) Ltd

WEBSITE SERVICE AGREEMENT/TERMS OF USE

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- B. AFRIKAYA LEISURE TRAVEL (PTY) LTD shall have the right at any time to change or discontinue any aspect or feature of www.afrikayaleisuretravel.com, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

AFRIKAYA LEISURE TRAVEL (PTY) LTD shall have the right at any time to change or modify the terms and conditions applicable to User's use of www.afrikayaleisuretravel.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on www.afrikayaleisuretravel.com, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of www.afrikayaleisuretravel.com by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property AFRIKAYA LEISURE TRAVEL (PTY) LTD provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.



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4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of www.afrikayaleisuretravel.com and all charges related thereto.

5. USER CONDUCT

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6. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- 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 User owns or controls the rights thereto or has received all necessary consent to do the same.
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- Violate any applicable laws or regulations.
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7. MEMBER ACCOUNT, PASSWORD, AND SECURITY



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If any of the Services requires User to open an account, User must complete the registration process by providing AFRIKAYA LEISURE TRAVEL (PTY) LTD with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify AFRIKAYA LEISURE TRAVEL (PTY) LTD immediately of any unauthorized use of User's account or any other breach of security AFRIKAYA LEISURE TRAVEL (PTY) LTD will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by AFRIKAYA LEISURE TRAVEL (PTY) LTD or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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immediately terminate User's Account in the event of any conduct by User which AFRIKAYA LEISURE TRAVEL (PTY) LTD, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

18. MISCELLANEOUS

This Agreement and any operating rules for www.afrikayaleisuretravel.com established AFRIKAYA LEISURE TRAVEL (PTY) LTD constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the GAUTENG, SOUTH-AFRICA, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

19. COPYRIGHT NOTICE

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20. TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, email address, logo, person, or event is intended or should be inferred.

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