

SERVICE AGREEMENT / TERMS OF USE

1. ACCEPTANCE OF TERMS

The services that Boutique Concepts provides to User is subject to the following Terms of Use ("TOU"). Boutique Concepts reserves the right to update TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located on the bottom of our Web pages.

- A. This Agreement, which incorporates by reference other provisions applicable to use of www.boutiquebridalconcepts.com, including but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of specific material contained in www.boutiquebridalconcepts.com, sets forth the terms and conditions that apply to use of www.boutiquebridalconcepts.com by User. By using Boutique Concepts (other than to read this Agreement for the first time), User agrees to comply with all the terms and conditions hereof. The right to use www.boutiquebridalconcepts.com is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. Boutique Concepts shall have the right at any time to change or discontinue any aspect or feature of www.boutiquebridalconcepts.com, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

Boutique Concepts shall have the right at any time to change or modify the terms and conditions applicable to User's use of www.boutiquebridalconcepts.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.boutiquebridalconcepts.com, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of www.boutiquebridalconcepts.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, Boutique Concepts 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.

4. EQUIPMENT

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

5. USER CONDUCT

- A. User shall use **boutiquebridalconcepts.com** for lawful purposes only. User shall not post or transmit through **boutiquebridalconcepts.com** any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Boutique Concept's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in Boutique Concept's discretion restricts or inhibits any other User from using or enjoying **boutiquebridalconcepts.com** will not be permitted. User shall not use **boutiquebridalconcepts.com** to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with Boutique Concepts.
- B. **boutiquebridalconcepts.com** contains copyrighted material, trademarks and other proprietary information, including but not to, text, software, photos, video, graphics, music and sound, and the entire contents of **boutiquebridalconcepts.com** are copyrighted as a collective work under the South Africa copyright laws. Boutique Concepts owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloadable material will be permitted without the express permission of

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- D. The foregoing provisions of Section 5 are for the benefit of Boutique Concepts, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

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 sue 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 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 control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- 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.
- Advertise or offer to sell or buy any goods and services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- 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.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Harvest or otherwise collect information about others, including email addresses.
- Violate and applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not 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.

Boutique Concepts has no obligation to monitor the Communication Services. However, Boutique Concepts reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Boutique Concepts reserves the right to terminate User's access to any or all Communication Services at any time, without notice, for any reason whatsoever.

Boutique Concepts reserves the right at all times to process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Boutique Concept's sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination: User is responsible for adhering to such limitations if User downloads the materials.

Always use caution when giving out any personally identifiable information in any Communication Services. Boutique Concepts does not control or endorse the content, messages or information found in any Communication Services and, therefore, Boutique Concepts specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized Boutique Concepts spokespersons, and their views do not necessarily reflect those of Boutique Concepts.

7. REFUND POLICY

7.1 In the case of a monthly service you are entitled to a total refund so long as your intention to cancel your service is received in writing or by email within 7 days of signing up.

7.2 In the case of a yearly contract you will be refunded the balance of the year pro rata less the period of time for which you have been provided services from boutiquebridalconcepts.com up to and including the full month in which you cancel.

7.3 Cancellation must be in writing or by email and your pro rata refund will be taken from the last day of the month in which cancellation was made.

7.4 All disputed transactions must be presented in writing or by email within 30 days of dispute after which it will be waived and the charge becomes final and not subject to challenge.

7.5 Once cancelled all services will be terminated before the 1st of the proceeding month after cancellation unless you are cancelling within the first month and subject to a full refund as per point 7.1 in which case termination of services is immediate.

8. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing Boutique Concepts with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a username. User is entirely responsible for any and all activities that occur under User's account. User agrees to notify Boutique Concepts immediately of any unauthorized use of User's account or any other breach of security. Boutique Concepts 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 Boutique Concepts 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.

9. NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEBSITE

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11. NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS WEBSITE

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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 or performance of software, documents, provision of or failure to provide services, or information available from the Services.

12. MATERIALS PROVIDED TO BOUTIQUE CONCEPTS OR POSTED AT ANY OF ITS WEBSITES

Boutique Concepts does not claim ownership of the materials User provide to Boutique Concepts (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by granting Boutique Concepts, its affiliated companies and necessary sub licensees permission to use User's Submission in connection with the operation of their internet businesses (including without limitation, all Boutique Concepts Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and the right to sublicense such rights to any supplier of the Services.

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13. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- A. User expressly agrees that use of boutiquebridalconcepts.com is at User's sole risk. Neither Boutique Concepts, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that boutiquebridalconcepts.com will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of boutiquebridalconcepts.com, or as to the accuracy, reliability or content of any information, service, or merchandise provided through boutiquebridalconcepts.com.
- B. boutiquebridalconcepts.com is provided on an "As Is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.
- C. This disclaimer of liability applies to any damages or injury caused by any failure or performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. User specifically acknowledges that Boutique Concepts is not liable for defamatory, offensive or illegal conduct of other Users or third-parties and that the risk of injury from the foregoing rests entirely with the User.
- D. In no event will Boutique Concepts, or any other person or entity involved in creating, producing or distributing boutiquebridalconcepts.com or the Boutique Concepts software, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use boutiquebridalconcepts.com. User hereby acknowledges that the provisions of this section shall apply to all content on the site.
- E. In addition to the terms set forth above, neither, Boutique Concepts, nor its affiliates, information providers or content partners shall be liable

regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects, or untimeliness or unauthenticity of, the information contained within boutiquebridalconcepts.com, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages.

- F. Force Majeure – neither party will be responsible for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, services outages resulting from equipment and/or software failure and/or telecommunications failures, power failures, network failures, failures of third party service providers (including providers of internet services and telecommunications). The party affected by any such event shall notify the other party within a maximum of fifteen (15) days from its occurrence. The performance of this agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under this agreement.

14. LINKS TO THIRD PARTY SITES

The links in this area will let you leave Boutique Concept's website. The linked sites are not under the control of Boutique Concepts and Boutique Concepts is not responsible for the content of any linked site or link contained in a link site, or any changes or updates to such sites. Boutique Concepts is not responsible for webcasting or any other form of transmission received from any linked site. Boutique Concepts is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Boutique Concepts of the site.

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15. UNSOLICITED IDEA SUBMISSION POLICY

Boutique Concepts or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Boutique Concept's products or marketing strategies might seem similar to ideas submitted to Boutique Concepts or anyone at Boutique Concepts. If, despite our request that you not send us your ideas and materials, you still send them, please understand that Boutique Concepts makes no assurances that your ideas and materials will be treated as confidential or proprietary.

16. MONITORING

Boutique Concepts shall have the right, but not the obligation, to monitor the content of boutiquebridalconcepts.com, including forums, to determine compliance with this Agreement and any operating rules established by Boutique Concepts and to satisfy any law, regulation or authorized government request. Boutique Concepts shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on boutiquebridalconcepts.com. Without limiting the foregoing, Boutique Concept's, shall have the right to remove any material that Boutique Concepts, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

17. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless Boutique Concepts, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of Boutique Concepts by User or User's Account.

18. TERMINATION

Either Boutique Concepts or User may terminate this Agreement at any time. Without limiting the foregoing, Boutique Concepts shall have the right to immediately terminate User's Account in the event of any conduct by User which Boutique Concepts, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

19. MISCELLANEOUS

This Agreement and any operating rules for Boutiquebridalconcepts.com established by Boutique Concepts 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 South Africa, without regard to its conflict of law 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.

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