

Website Terms

Last Updated Tuesday, 01 July 2008

Website Terms and Conditions:

This Agreement contains the complete Terms and Conditions (TOC) / Acceptable Use Policy (AUP) that governs an individual or entity's use of the website www.earthstompers.com (the "Company"). Use of this website constitutes your acceptance of this Agreement. If you DO NOT agree with the TOC / AUP as set forth herein, you are not authorized to make use of this website. The Company reserves the right to update and change the TOC / AUP at any time and it is your responsibility to remain informed. This Agreement will be governed by the laws of South Africa, without reference to rules governing choice of laws. Our failure to enforce your strict performance to any provision of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement.

1. Restrictions

Restrictions include, but are not limited to the following:

1.1 Our Services may be used only for lawful purposes. This agreement is subject to the laws of the user's residing country.

1.2 Transmission, distribution or storage of any material on or through our services in violation of any applicable law or regulation is prohibited.

1.3 You may not violate intellectual property rights, patents, trademarks, service marks, trade name or trade secrets. Copyright Laws will be strictly adhered to.

1.4 You may not misrepresent yourself, your affiliation with any third party or your entity.

1.5 Any misuse of The Company's resources that disrupts the normal use of the system is strictly prohibited. You will also be held responsible and liable for any and all damages that result from such abuse. Examples of such abuse include, but are not limited to, consuming excessive amounts of main memory or CPU for long periods of time, spawning many processes that consume resources etc. Any attempts to penetrate The Company's security by password filtering, mining hacking etc. will result prosecution and the subsequent notification of the appropriate law-enforcement and government agencies. Also including but not limited to employing applications that consume excessive CPU time, memory or storage space.

1.6 You may NOT link directly to any graphics or part of our Web Site.

1.7 You may not use The Company's website / services in any manner that may damage, overburden or disable any of our sites / services.

1.8 You may not use any device, process or mechanism to monitor, retrieve, search or access the Site or any material without our prior written consent.

2. Personal Information

2.1 The Company is committed to protecting your privacy. The Company will never sell personally identifiable information about you or your business to any third party without first receiving your permission, and all uses of any personally identifiable information about you or your business will be subject to our Privacy Policy.

Company Rights

3.1 The Company and its licensors own all right, title, and interest in:

All content, including but not limited to text, software, music, sound, photographs, video, graphics, or other material contained or maintained on this website (collectively "Company Content"), excluding all User Information. In addition, you agree that the Company Content and Technology available on the Company Service is protected by U.S. and international copyrights, trademarks, Company Service marks, patents, or other proprietary rights and laws; therefore, you are permitted to use this Company Content and Technology only as expressly authorized by the Company or its licensors. You also understand and agree that the compilation, collection, selection, arrangement, assembly, and coordination of all Company Content available on the Company Service is the exclusive property of the Company and its licensors and protected by U.S. and international copyright laws. You agree that, except as expressly authorized by the Company, all the Company Content and Technology available on the Company Service may be used by you only for your internal business and data-gathering purposes. You may make copies of selected portions of the Company Content, provided that such copies are made only for your internal use and only if you maintain any proprietary notices contained in such Company Content; otherwise you may not make, use, sell, copy, reproduce, distribute, transmit, or create derivative works from this Company Content or Technology without expressly being authorized to do so by the Company.

3.2 Trademarks and Company Services Marks

Company (SM), Company Service (SM) and other pending and/or registered trademarks and Company Service marks, and other graphics, logos, and Company Service names used by the Company on the Company Service to identify the products or Company Services of Company (collectively the "Company Trademarks") are the trademarks of the Company. You agree not to use the Company Trademarks in connection with your products or Company Services or any third-party products or Company Services or in any manner that disparages or discredits Company. All other brands and names (including third-party product names) used on the Company Service are the property of their respective owners