

# TERMS OF SERVICE

## AGREEMENT BETWEEN USER AND HORIZON EQUITY

The Horizon Equity Web Site is comprised of various Web pages operated by Horizon Equity.

The Horizon Equity Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Horizon Equity Web Site constitutes your agreement to all such terms, conditions, and notices.

## MODIFICATION OF THESE TERMS OF USE

Horizon Equity reserves the right to change the terms, conditions, and notices under which the Horizon Equity Web Site is offered, including but not limited to the charges associated with the use of the Horizon Equity Web Site.

## LINKS TO THIRD PARTY SITES

The Horizon Equity Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Horizon Equity and Horizon Equity is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Horizon Equity is not responsible for webcasting or any other form of transmission received from any Linked Site. Horizon Equity is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Horizon Equity of the site or any association with its operators.

## NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Horizon Equity Web Site, you warrant to Horizon Equity that you will not use the Horizon Equity Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Horizon Equity Web Site in any manner which could damage, disable, overburden, or impair the Horizon Equity Web Site or interfere with any other party's use and enjoyment of the Horizon Equity Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Horizon Equity Web Sites.

## LIABILITY DISCLAIMER

The information, software, products, and services included in or available through the horizon equity web site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Horizon equity and/or its suppliers may make improvements and/or changes in the horizon equity web site at any time. Advice received via the horizon equity web site should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Horizon equity and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the horizon equity web site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Horizon equity and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall horizon equity and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or

any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the horizon equity web site, with the delay or inability to use the horizon equity web site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the horizon equity web site, or otherwise arising out of the use of the horizon equity web site, whether based on contract, tort, negligence, strict liability or otherwise, even if horizon equity or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the horizon equity web site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the horizon equity web site.

#### TERMINATION/ACCESS RESTRICTION

Horizon Equity reserves the right, in its sole discretion, to terminate your access to the Horizon Equity Web Site and the related services or any portion thereof at any time, without notice.

GENERAL To the maximum extent permitted by law, "These Terms and Conditions will be governed by, and construed in all respects in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the South African courts in all disputes arising out of or relating to the use of the Horizon Equity Web Site. Use of the Horizon Equity Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Horizon Equity as a result of this agreement or use of the Horizon Equity Web Site. Horizon Equity's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Horizon Equity's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Horizon Equity Web Site or information provided to or gathered by Horizon Equity with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Horizon Equity with respect to the Horizon Equity Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Horizon Equity with respect to the Horizon Equity Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

#### COPYRIGHT AND TRADEMARK NOTICES:

All contents of the Horizon Equity Web Site are the property of Horizon Equity. All rights reserved.

#### TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.