

## **FINDING GOLD MEMBERSHIP AGREEMENT**

**[Updated on 16 May 2008]**

Finding Gold offers the end user reviews and ratings of many service providers. It also offers you the chance to rate a service provider that you have used. These reviews and ratings will then in turn help the next person to make an educated decision as to the service that he can expect to receive from the service provider.

As a service provider or a reviewer, you must agree to the terms and conditions as laid out in this Membership Agreement. By selecting the “Accept” button you are saying that you have read and understood the terms and conditions as laid out by Finding Gold in this document and that you agree to be bound to them as if you had signed the document. Should you not agree with what you have read then you must select the “decline” button and not enter Finding Gold website or use the services that it offers.

### **TERMS OF USE**

#### **Registration information**

When registering to use Finding Gold or its services you agree to 1) Supply Finding Gold with accurate, correct and complete information regarding yourself or the entity you represent 2) Ensure that the information is maintained by yourself in a truthful and accurate manner.

#### **Minimum age**

In order to register with Finding Gold you will need to be a minimum of 18 years old.

#### **What is Finding Gold?**

Finding Gold is a webpage designed to help you when you need to select a service provider because we are able to provide you with an unbiased report back on service providers in your area.

#### **How do I renew my Finding Gold membership?**

A membership fee is payable by the service provider who advertises on Finding Gold. This is payable monthly by credit card or by Debit Order

### **How do I cancel my Finding Gold membership?**

At Finding Gold we value our clients. Should you wish to cancel your advertising with us please contact us as we would like to get your opinion on how we could improve our service to you. Credit Card or Debit Order monthly membership can be cancelled by e-mailing us directly at [info@findinggold.co.za](mailto:info@findinggold.co.za). Please remember to include all contact details. No less than 1 calendar months written notice is required , and is to be received by us on 1<sup>st</sup> day of the notice month.

### **Customer Service Feedback**

It must be understood that our customer service feedback reports will let you know if your customer service has improved or declined over a period of at least 6 months. This tool will be useful to you as a business owner who cares about what people think of your service. Several key service indicators are measured which include, pricing and whether the customer will use your service again or not.

The privacy of our client information is critical to the trust that you have in Finding Gold and we value that trust.

### **Our Privacy Policy**

We:

1. only ask for personal information from a service provider or a reviewer that we need to fulfill our service obligations;
2. We will not release any personal information to a third party without your consent;
3. You will always be allowed to edit your personal details.

Finding Gold reserves the right to supplement its Privacy Policy when necessary and only the most recent Privacy Policy shall be deemed to be effective.

If you should have any questions regarding Finding Gold's Privacy Policy please do not hesitate to contact us directly.

### **Billing Information**

The advertiser or service provider is billed for the service that we provide to him. The Reviewer is not billed to place reviews on the Service Providers page. The viewer can view any reviews at no cost to himself.

### **Terms Regarding Monthly Payments**

Each month Finding Gold will automatically deduct your monthly payment for the service provided in advance of the month. This will be done using the banking details submitted by yourself via Paygate or by Debit Order, during your registration with Finding Gold. There will be no notice to yourself that this amount is to be deducted as you have already agreed to make this payment. Should the monthly membership payment fail then our automatic payment system will resubmit the payment again later.

Should the payment be returned to Finding Gold as unpaid then the service to the Service Provider will be terminated until the payment has been made.

### **Password Security**

When you as a Service Provider or as a Reviewer logon to Finding Gold we will send an e-mail to your e-mail address with your User Name and Password. You will be held liable and responsible for the use of that User Name and Password and for any reviews written or any material or damages caused to any information contained in the Finding Gold Website.

### **Limited License to Website**

Your agreement with Finding Gold entitles you to a limited license to use the website. As a Service Provider or Reviewer you may create your own profile or add your reviews on the Finding Gold Website.

You agree not to reproduce, copy or duplicate in any way or otherwise exploit for any commercial or other reason any part of Finding Gold Website without the written consent of Finding Gold.

## **Content License**

Finding Gold does not claim ownership of the content of any ratings, reviews, information, photo's, text material or any other communications material or data on the website. The Service Provider or the reviewer grants to Finding Gold an irrevocable and non-exclusive license to use any content placed on the website as Finding Gold may need, which license is granted at no cost to Finding Gold.

## **Limitation of Liability**

Finding Gold cannot and will not guarantee the accuracy of any information on a Service Provider page. Finding Gold cannot guarantee and is not responsible for or liable for the quality of service provided by the Service Provider. As a person using this website you agree that any undertaking or contract that you make is between you and the Service Provider.

As a Service Provider on the Finding Gold Webpage you understand and accept that we are not liable for the contents of reviews but merely act as a conduit to bring the views of the person who has used the services of the Service Provider to the attention of the Service Provider himself and to make them available to potential clients. You further acknowledge that Finding Gold has no obligation to screen, preview or monitor any reviews submitted. We will however delete those that are of poor taste or of a personal nature.

Should you not adhere to the terms and conditions of this agreement Finding Gold reserves the right to cancel or terminate your use of its service and to refuse you any future use thereof. Finding Gold will also seek to restore any breach of the terms of this agreement in any court and should it suffer any damages , seek to recover these.

As the Reviewer you are liable to the Service Provider for any in-correct, slanderous, personal or defamatory statements that you make and acknowledge that you could be held accountable for such unacceptable conduct.

Unless stated expressly to the contrary, Finding Gold shall not be liable to any party referred to in this agreement for any loss or damage arising from the provision of the service, unless such loss or damage is caused by the intentional or gross negligent conduct on the part of Finding Gold.

In addition to the above, Finding Gold shall not be liable for any damage or loss arising from the loss of any persons information, the loss or corruption of any data or incompatibility of any hardware or software, applications with those of Finding Gold, other than for damage or loss caused through the intentional or negligent conduct on the part of Finding Gold.

The parties referred to in this agreement indemnify Finding Gold and hold Finding Gold harmless from any claim by any party arising directly or indirectly out of the service or information obtained through the use thereof, or in respect of any matter for which liability of Finding Gold is excluded above.

## **General Conditions of Use**

### **Service Provider**

1. You must provide information that is honest and up-to-date;
2. The pictures that you provide must be of work or services that you have done and not belonging to anyone else;
3. You must have written permission to use the pictures from the owner of the subject matter of the photographs should this be required;
4. You are responsible for the up-dating of information that is on your site.

( telephone numbers, hyperlinks etc.)

### **Submissions of Reviews**

In order for you to submit your own reviews and ratings on the Finding Gold Website, you acknowledge and agree that:

1. You must be older than 18 years of age;
2. You must adhere to the letter and spirit of this agreement;
3. Reviews are to be of a constructive nature and aimed at assisting potential clients of that Service Provider in making a decision;

4. You must not submit reviews that are of a racial or defamatory nature, unlawful, harassing, vulgar, abusive or otherwise objectionable;
5. You must not comment on the reviews of other reviewers;
6. When giving your personal details to Finding Gold you will not impersonate someone else, give misleading information or otherwise try to hide your identity from Finding Gold;
7. You agree not to interfere with the workings of Finding Gold website by using encrypted reviews or anything that contains a virus, trojan horse, cancelbots, worms or spiders or any other digital means that may overburden the website;
8. You will not try to hack the Finding Gold Website or other computer systems or networks connected to the Service;
9. You agree to post reviews that are related to the Service Provider and of a local and relevant nature and that your reviews and ratings will be accurate and truthful;
10. You agree not to undermine the reviewing process by posting false or misleading reviews;
11. You warrant that you are not related to or employed by or receiving any financial gain when reviewing a Service Provider;
12. You agree that you cannot sell or re-assign your rights under this agreement;
13. You must have legal rights to any information or photo's that you submit to Finding Gold;
14. You agree that when you use the Finding Gold Website you will not infringe or violate any third party's rights;
15. You will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
16. You Agree to grant Finding Gold an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, display, reproduce, adapt, modify and distribute the content and to prepare derivative works of, or to incorporate such content into other works any contents displayed on the Finding Gold Website;

17. You warrant that you are not working for the Service Provider or are in competition with or related to the Service Provider that you are reviewing;
18. You accept that your name and contact details will be made available to the Service Provider that you are reviewing;
19. Your reviews and ratings will be based upon your actual first-hand experiences with the Service Providers and is not being posted longer than 1 year since the work was completed.

### **General Conditions**

#### **Review Feedback to Service Provider**

Finding Gold will at the end of each month, by e-mail, give a summary of the reviews to the Service Provider and will also tabulate it into graph format.

#### **Disclosure of Information**

Finding Gold may make your account information available to a third party, who is contracted by the Standard Bank of South Africa in order for your membership fees to be processed.

Finding Gold may make use of statistical, demographic, list category and other non-personal information available about its advertisers and its reviewers as it needs to.

Finding Gold reserves the right to disclose all personal information if required to do so in a court of law.

You have no objection to the disposal of the business conducted by Finding Gold to a third party, and to the use by such third party of your personal details including banking details, provided the details are used for only those purposes allowed under this Agreement.

#### **Term and Termination Of Membership**

The initial term of the agreement between the advertiser and Finding Gold is 6 months whereafter it is automatically renewed on a month to month basis. The monthly charges shall continue to be paid until this agreement is terminated in writing or by e-mail by either party.

Should it be necessary, Finding Gold may terminate your subscription at its discretion. Should this be necessary because of no fault of the Service Provider, Finding Gold will refund to the

Service Provider, a pro rata amount of his subscription for the month. All digital information including photo's, passwords, usernames and text will be deleted from the Finding Gold website on the termination of this agreement.

### **Modification of Terms and Conditions**

Finding Gold reserves the right to modify the Terms and Conditions of this agreement at any time. Notification thereof will be posted on the Finding Gold website and it is the responsibility of the Reviewer or the Service Provider to ensure that they have read the new terms. These terms will be effective from the time that they are published on the website. Should you not accept these terms, then you must discontinue your use of the Finding Gold Services.

### **Life Span of Reviews**

You agree that ratings and reviews will be kept for a period of 1 year or to a maximum number of 100 ratings per Service Provider and thereafter they will be deleted. Each reviewer will be only able to rate a Service Provider once and there after only be allowed to edit his review.

### **Discontinuance of Service**

Should a Service Provider terminate his contract with Finding Gold then his profile and all its contents will be deleted from the Finding Gold Website.

### **Delays**

When working with the internet there are elements that are beyond the control of Finding Gold that can cause delays or failures or even loss of data . Finding Gold will not be liable for any losses to any Service Provider of any reviews, ratings or any other data due to circumstances or events beyond the control of Finding Gold.

### **User Feedback**

Just as our Service Providers enjoy hearing from the Reviewers, Finding Gold also enjoys hearing from its customers, because we are always trying to give you the best possible service available and always trying to improve the Finding Gold Website. When creative suggestions are received from a user without our prior consent, we will not be liable for any compensation to the user for any future use of the ideas contained in the correspondence.

### **Copyright Materials**

All of the digital material on the finding Gold Website (not limited to graphics, logo's, flash presentations, images and software) are the property of Finding Gold and are protected by the Copyright Act.

### **Communications with each other**

Any document or information referred to in this agreement and capable of being accessed by way of an internet address, shall be deemed to be incorporated in this agreement in accordance with the provisions of the Electronic Communications and Transactions Act No. 25 of 2002.

All communications between the parties to this agreement shall be deemed to have been received by the intended recipient on the date and time of dispatch, and then only if the dispatcher of the communication is able to verify such dispatch.

IF YOU PROCEED WITH ACCESSING THE WHOLE OR ANY PART OF THE WEBSITE, OR IF YOU ENTER INTO ANY TRANSACTION IN RELATION TO THE WEBSITE, REGARDLESS OF THE CONTENTS OF THESE TERMS AND CONDITIONS, IT WILL BE DEEMED THAT YOU HAVE ACCEPTED THE TERMS AND CONDITIONS AND YOU WILL BE BOUND THERETO.

