

# ZAGLAMOUR PRODUCTIONS cc

**Date of Last Revision: 7 July, 2009**  
**Terms and Conditions**

## **Terms of Use**

The contents of the ZAGLAMOUR web site are intended for personal, noncommercial use by persons 18 or older. All materials published on ZAGLAMOUR (including, but not limited to, news biographies, comments, photographs, images, audio clips and video clips) are protected by copyright and other intellectual property laws.

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We reserve the right, with no consideration, prior notification, or explanation, to cancel, suspend, or modify the entire service, a specific user account, or any portion of the service or features, at any time, for any reason, at our sole discretion.

Additionally, we reserve the right to terminate, without notice, credit or refund, the account of an individual or entity who disputes an account charge, or for whom we believe may be using scripts or automation software to download portions of the site or images, or for whom we believe to be sharing a login or posting or copying copyrighted material from ZAGLAMOUR.

We make no warranties, expressed or implied, and by visiting this site you agree to hold ZAGLAMOUR and its employees, models, photographers, shareholders and assigns harmless against any claims you may have as a result of using this service.

You also agree to not copy or distribute any of the content contained within the service, in whole or part, without prior written consent from ZAGLAMOUR. Violations or infringement of our rights will result in swift legal action with civil and criminal penalties to the maximum extent permitted by law.

The descriptions for the collections on the ZAGLAMOUR site are fictional and for entertainment purposes only. Any likeness to real persons or events is purely coincidental and unintended. The biographical data on models is factual to the best of our knowledge, but we make no warranties as to its accuracy.

No person, business or web site may frame this site or any of the pages on this site in any way whatsoever. No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of ZAGLAMOUR. Such permission could be obtained from the person ZAGLAMOUR referred to in **Owner information & required disclosures**.

When a user visits ZAGLAMOUR or sends e-mails to ZAGLAMOUR, that user consents to receiving communications from ZAGLAMOUR electronically and agrees that all agreements, notices, disclosures and other communications sent by ZAGLAMOUR satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

## **Statement of Rights and Responsibilities**

This Statement of Rights and Responsibilities ("Statement") derives from the ZAGLAMOUR Principles, and governs our relationship with users and others who interact with ZAGLAMOUR. By using or accessing ZAGLAMOUR, you agree to this Statement.

### **1. Privacy**

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures to you about how we collect and use the information you post on ZAGLAMOUR. We NEVER sell, barter, lend, give, or trade your email address, phone number, payment information or birthday to any business, person, or entity for any reason. ZAGLAMOUR uses "cookie" technology to enhance your experience and make the web site easier to navigate. Rejecting cookies does impede the use of our site's features. We may monitor your use of this service, and we reserve the right to use or disclose any information gathered as part of our evaluation of the service to satisfy any law, regulation or other government request, and to operate the service properly and efficiently.

Furthermore

ZAGLAMOUR shall take all reasonable steps to protect the personal information of Users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information. ZAGLAMOUR may electronically collect, store and use the following personal information of Users: name and surname; birth date; country of residence; address, e-mail address; IP address; and ZAGLAMOUR collects, stores and uses the abovementioned information for the following purposes: to greet the User when he/she accesses the ZAGLAMOUR web site; subject to the User's consent, inform the User of facts relating to his/her access and use of the ZAGLAMOUR website; subject to the User's consent, inform the User about competitions and special offers from ZAGLAMOUR and/or its partners / affiliates; to compile non-personal statistical information about browsing habits, click-patterns and access to the ZAGLAMOUR web site. To verify the identity of the User when transacting with ZAGLAMOUR to ensure that the goods are received by the addressee.

Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

The User may elect not to receive any communications from ZAGLAMOUR and/or its partners / affiliates. ZAGLAMOUR may collect, maintain, save, compile and share any information collected from users, subject to the following provisions: ZAGLAMOUR shall not disclose personal information from Users unless the User consents thereto; ZAGLAMOUR shall disclose information without the User's consent only through due legal process; and ZAGLAMOUR may compile, use and share any information that does not relate to any specific individual. ZAGLAMOUR owns and retains all rights to non-personal statistical information collected and compiled by ZAGLAMOUR.

## **2. Sharing Your Content and Information**

We own all of the content and information you post on ZAGLAMOUR. In order for us to use certain types of content and provide you with ZAGLAMOUR, you agree to the following:

1. We always appreciate your Comments or other suggestions about ZAGLAMOUR, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

## **3. Safety**

We do our best to keep ZAGLAMOUR safe, but we cannot guarantee it. We need your help in order to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications to users (such as spam).
2. You will not collect users' information, or otherwise access ZAGLAMOUR, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not upload viruses or other malicious code.
4. You will not solicit login information or access an account belonging to someone else.
5. You will not bully, intimidate, or harass any user.
6. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
7. You will not develop or operate a third party application containing, or advertise or otherwise market alcohol-related or other mature content without appropriate age-based restrictions.

8. You will not use ZAGLAMOUR to do anything unlawful, misleading, malicious, or discriminatory.

9. You will not facilitate or encourage any violations of this Statement.

#### **4. Registrations and Account Security**

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on ZAGLAMOUR that infringes someone else's rights or otherwise violates the law.

2. We can remove any content you post on ZAGLAMOUR if we believe that it violates this Statement.

3. If we removed your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.

4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

5. You will not use our copyrights or trademarks (including ZAGLAMOUR, the ZAGLAMOUR and ZAG Logos) without our written permission.

7. If you collect information from users, you will: obtain their consent, make it clear you (and not ZAGLAMOUR) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.

8. You will not post anyone's identification documents or sensitive financial information on ZAGLAMOUR.

9. ZAGLAMOUR reserves the right to disable login accounts that have not been used (logged in to) for a period longer than 6 months.

10. Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorized access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that ZAGLAMOUR suffers any damage or loss.

11. The user agrees and warrants that its log-in name and password shall be used for personal use only and not be disclosed to any third party.

12. The user allows ZAGLAMOUR to take all reasonable steps to ensure the integrity and security of the ZAGLAMOUR site and back-office applications.

#### **5. Mobile**

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

2. In the event you change or deactivate your mobile telephone number, you are liable to update your account information on ZAGLAMOUR within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

## **6. Payments**

If you purchase or use ZAGLAMOUR, or make direct payments, you agree to our Payments Terms (listed in **Payments Terms**).

## **7. Special Provisions Applicable to Share Links**

If you include our Share Link button on your website, the following additional terms apply to you:

1. We give you permission to use ZAGLAMOUR's Share Link button so that users can post links or content from your website on ZAGLAMOUR.
2. You give us permission to use such links and content on ZAGLAMOUR.
3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on ZAGLAMOUR.

## **8. Special Provisions Applicable to Advertisers**

You can target your specific audience by buying ads on ZAGLAMOUR or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal:

If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend. If we accept your Order, we will deliver your ads as inventory becomes available.
2. You will pay for your Orders in accordance with our Payments Terms.
3. Your ads will comply with our Ad Guidelines
4. We will determine the size, placement, and positioning of your ads.
5. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.

6. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads.
7. You will not offer any contest or sweepstakes ("promotion") without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our Promotions Guidelines and all applicable laws.
8. You can cancel your Order at any time through our online portal, but it may take us seven days before the ad stops running.
9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ads, your ads may remain until the users delete it.
10. We can use your ads and related information for marketing or promotional purposes.
11. You will not issue any press release or make public statements about your relationship with ZAGLAMOUR without written permission.
12. We may reject or remove any ad for any reason.
13. You warrant that you have the legal authority to bind the advertiser to this Statement.
14. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

## **9. Amendments**

1. We can change this Statement as long as we provide you notice through ZAGLAMOUR (unless you opt-out of such notice) and an opportunity to comment.
2. Changes to sections 5, 6, 7 and 8 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice.
3. We can make changes for legal or administrative reasons upon notice without opportunity to comment.

## **10. Termination**

If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of ZAGLAMOUR to you. We will generally try to notify you, but have no obligation to do so. You may also delete your account at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply in full: 1, 2, 3, 4, 5, 7, 8, 9, 11, 12 and 13.

## 11. Subscriptions

1. When making application to become a subscriber, users agree that:
  1. they will be irrevocably bound by the terms and conditions applicable to the use of this web site
  2. they will provide full and accurate information
  3. it is the user's responsibility to check and update information pertaining to their user account
  4. on registration they will provide a username and password
  5. registration is for a single user and a subscriber's username and password cannot be shared with any other person
  6. a single username and password cannot be used to allow multiple access to other users over a network
  
2. Subscribers and users further undertake not to
  1. Impersonate any other person or use a false or unauthorized name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications
  2. Modify, access or make available any data stored on a computer device which has been accessed through the web site owner's network
  3. Make available or upload files that contain software or any other material not owned or licensed to the subscriber
  4. Make use of the web site to collect, harvest or otherwise obtain personal information relating to other users or subscribers.

## 12. Disputes

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or ZAGLAMOUR in a state or federal court located in South Africa. The laws of South Africa will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in South Africa, South Africa for the purpose of litigating all such claims.
  
2. If anyone brings a claim against us related to your actions or your content on ZAGLAMOUR, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
  
3. WE TRY TO KEEP ZAGLAMOUR UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING ZAGLAMOUR "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT GUARANTEE THAT ZAGLAMOUR WILL BE SAFE OR SECURE. ZAGLAMOUR IS NOT RESPONSIBLE FOR THE ACTIONS OR CONTENT OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR ZAGLAMOUR, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, ZAGLAMOUR'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

### **13. Definitions**

1. By "ZAGLAMOUR" we mean the features and services we make available, including through:

1. Our website at [www.zaglamour.com](http://www.zaglamour.com) and any other ZAGLAMOUR branded or co-branded websites (including sub-domains, international versions, and mobile versions);
2. Our Platform; and
3. Other media, devices or networks now existing or later developed.
4. By "ZAGLAMOUR" we mean ZAGLAMOUR PRODUCTIONS cc.

2. By "us," "we" and "our" we mean ZAGLAMOUR cc. and/or its affiliates.

3. By "Platform" we mean a set of API's and services that enable applications, developers, operators or services to retrieve data from ZAGlamour and provide data to us relating to ZAGLAMOUR users.

4. By "content" we mean the content and information you post on ZAGLAMOUR, including information about you and the actions you take.

5. By "post" we mean post on ZAGLAMOUR or otherwise make available to us.

6. By "posting" we mean content submitted to the ZAGLAMOUR website to be cleared and deemed fit for public viewing, based on our terms of use.

7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

#### **14. Other**

1. This Statement makes up the entire agreement between the parties regarding ZAGLAMOUR, and supersedes any prior agreements.

2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.

3. If we fail to enforce any of this Statement, it will not be considered a waiver.

4. Any amendment to or waiver of this Statement must be made in writing and signed by us.

5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.

6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

7. Nothing in this Agreement shall prevent us from complying with the law.

8. This Statement does not confer any third party beneficiary rights.

#### **NB: PLEASE NOTE THE FOLLOWING**

**If you would like us to notify you of any future changes to this Statement, visit our ZAGLAMOUR Site and become a member.**

#### **Owner information & required disclosures under section 43 of the ECT Act**

Web site owner: ZAGLAMOUR PRODUCTIONS CC

Tel: +27 2195 8595

E-mail: [info@zaglamour.com](mailto:info@zaglamour.com)

Web sites: [www.zaglamour.com](http://www.zaglamour.com)

Physical Address

No 4

Pine way

Kelvin

Johannesburg

2054

South Africa

Postal Address

PO Box 358

Kelvin

Johannesburg

2054

South Africa

## **Payments Terms**

When you make payments through ZAGLAMOUR, you agree to these Payments Terms.

### **1. Making Purchases**

1. When you confirm a transaction on ZAGLAMOUR, you agree to be bound by and pay for that transaction.
2. Pay attention to the details of the transaction, because your total price may include taxes, fees, and shipping costs, which you are responsible for paying.
3. Don't commit to a transaction unless you are ready to pay, because all sales are final.
4. If you order something that becomes unavailable before it can be provided to you, your only remedy is to receive a refund of your purchase price.
5. When you "purchase" a virtual gift from our gift shop, we commit to posting the gift and any accompanying message from you on the recipient's profile (or sharing it privately if you choose). Our obligation ends when we deliver the gift and message.
6. You may be presented with additional terms related to a specific purchase before you confirm the transaction (such as shipping terms for tangible goods). Those additional terms will also govern that transaction.
7. Even though we use terms like "purchase," "buy," "sell," and "order" to talk about transactions related to virtual gifts and credits, we don't transfer an ownership interest in those items. For example, the virtual gifts we make available through our gift shop are licensed to you, not sold.
8. ZAGlamour does not process credit card payment directly. ZAGlamour uses VCS, Virtual Card Services ([www.vcs.co.za](http://www.vcs.co.za)) to process all online credit card payment.
9. All credit card transactions are Secure Socket Layers encrypted. The company registration documents and the site's registered domain name are checked and verified.
10. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD ON OR THROUGH ZAGLAMOUR.

### **2. Payment Sources**

We want to make payments convenient, so we allow you to make payments using a number of different payment sources, like credit cards, account deposits and debit cards.

1. When you provide a payment source to us, you confirm that you are permitted to use that payment source. You also authorize us to collect and store it, along with other related transaction information.
2. When you make a payment, you authorize us (and our designated payment processor) to charge the full amount to the payment source you designate for the transaction.
3. If you pay by credit or debit card we may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. We will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available.
4. If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee.
5. An agreement of sale between ZAGLAMOUR and a user only comes into effect if and when: a credit card authorization is received from the issuing bank; or a deposit of an electronic transfer is reflected on ZAGLAMOUR bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle); or a direct deposit is reflected on ZAGLAMOUR bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle).
6. ZAGLAMOUR reserves the right to refuse to accept and/or execute an order without giving any reasons. ZAGLAMOUR also reserves the right to cancel orders in whole or in part as circumstances dictate. ZAGLAMOUR shall only be liable to refund monies already paid by the user.
7. ZAGLAMOUR shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, ZAGLAMOUR will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies paid.

### **3. Purchasing and Using Credits**

You may purchase credits from ZAGLAMOUR to purchase virtual goods, or to send gifts or special messages to other users.

1. When you purchase or receive credits, you do not own the credits. Rather, you receive a limited right to use such credits in connection with certain features on ZAGLAMOUR, such as the purchase of a virtual gift.
2. Purchases of credits are non-refundable.

3. You will not sell credits to anyone, or transfer them to anyone outside of ZAGLAMOUR.
4. We may change the purchase price for credits at any time as well as the ways that you can use or transfer credits. We also reserve the right to stop issuing credits.
5. Credits are not redeemable for any sum of money or monetary value from us unless we agree otherwise in writing.
6. If you leave a balance of credits unused for three years, we may redeem those credits by sending virtual gifts to our ZAGLAMOUR Models or donating the credits to a nonprofit organization of our choice (and charging standard redemption fees for those transactions).
7. If you deactivate your account and do not reactivate it within 6 months, or if you delete your account, you will lose any accumulated credits.
8. If we deactivate your account and you do not meet any conditions necessary to reinstate it within 6 months, we may redeem those credits by donating the credits to a nonprofit organization of our choice (and charging standard redemption fees for those transactions).

#### **4. Actions We May Take**

As part of our effort to keep ZAGLAMOUR safe, we may take certain actions to reduce liability for users and us.

1. We may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.
2. We may cancel any transaction if we believe the transaction violates these Payments Terms or the Statement of Rights and Responsibilities, or we believe doing so may prevent financial loss.
3. We may place a delay on a payment for a period of time, limit payment sources for a transaction, limit your ability to make a payment or deactivate your account if we believe doing so may prevent financial loss.
4. We may contact your payment source issuer, law enforcement, or impacted third parties (including other users) and share details of any payments you are associated with if we believe doing so may prevent financial loss or a violation of law.
5. We may cancel any credits transferred, assigned, or sold in violation of these Payments Terms or the Statement of Rights and Responsibilities.
6. If you purchase advertising, and your payment method fails or your account is past due, we may take steps to collect past due amounts using other collection mechanisms. You agree to pay all expenses associated with such

collection, including reasonable attorneys' fees. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum.

## **5. Disputes and Reversals**

1. If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss.
2. To the fullest extent permitted by law, you waive all claims against us related to payments unless you submit the claim to us within (3) working days after the charge.
3. You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted.
4. If you enter into a transaction with a third party and have a dispute over the goods or services you purchased we have no liability for such goods or services. Our only involvement with regard to such transaction is as a payment agent.
5. We may intervene in disputes between users concerning payments but have no obligation to do so.
6. Your only remedy for a technical failure or interruption of service is to request that your transaction be completed at a later time.

## **6. Special Provisions Applicable to Advertisers**

1. When you purchase advertising on or through ZAGLAMOUR, you agree to pay all amounts specified in the order, along with any applicable taxes.
2. You are responsible for maintaining the security of your advertising account, and you understand that you will be charged for any orders placed on or through your advertising account.
3. You can cancel an advertising order at any time through our online portal, but your ads may run for several days after you notify us, and you are still responsible for paying for those ads.
4. Without limiting section 4.1, your order constitutes your written authorization for us to obtain your personal and/or business credit report from a credit bureau. We may obtain your credit report when you place an order, or at any time thereafter.
5. It is your responsibility to remit any taxes that apply to your transactions.

You agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

## **7. Notices and Amendments to These Payments Terms**

1. We may provide notices to you by posting them on our website, or by sending them to an email address or street address that you previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by mail shall be considered received within three business days of the time sent.
2. Except if otherwise stated, you must send notices to us relating to payments and these Payment Terms by postal mail to: ZAGLAMOUR, cc., Attention: Legal Department, 358 Kelvin, Johannesburg, Gauteng, 2054, South Africa.
3. The Payment Terms in place at the time you confirm a transaction will govern that transaction.
4. We may change these Payment Terms, in whole or in part, even though the changes may affect accumulated credits. All amendments to these Payment Terms will be made pursuant to Section 12 of the Statement of Rights and Responsibilities.

## **8. Other**

1. All of the commitments you make in the ZAGLAMOUR Statement of Rights and Responsibilities apply to payments through ZAGLAMOUR. In the event of any conflict between these Payments Terms and the ZAGLAMOUR Statement of Rights and Responsibilities, the Payments Terms shall prevail.
2. If you are under the age of 18, you may not make payments
3. "Us," "we," "our," "claim" and "ZAGLAMOUR" mean the same as they do in the Statement of Rights and Responsibilities.
4. Some countries may restrict or prohibit your ability to make payments through ZAGLAMOUR. Nothing in these Payments Terms should be read to override or circumvent any such foreign laws.