

Terms And Conditions

Acceptance of these Terms and Conditions

1. This website, which is accessible at www.fasttrackbooks.co.za, is made available by Fast Track Books Pty Ltd trading as Fast track trading, registration number: ----- , on behalf of its affiliates, subsidiaries, holding companies, and partners (owner) .

2. The terms and conditions set out below, including any additional document incorporated by reference “Terms and Conditions”, apply to any person who uses, accesses, refers to, or views any part of this website (“You” or “Your” including cognitive terms).

3. These Terms and Conditions regulate the use, access, refer to, or view individually and collectively referred to as this Website and the information, content, products or services available on or through this website content, whether or not the website content is provided by or belongs to the Owner, its affiliates, subsidiaries, holding companies, partners, third-party providers or any other party. The Website Content includes but is not limited to any software, icons, text, graphics, photographic images, sound clips, advertisements, music, video clips, Literary Works, Musical Works, artistic works, Sound Recordings, Cinematograph Films, Program Carrying Signals, Published Editions, Computer Programs, sound and television broadcasts, ring tones, ring back tones, SMS tones, artwork trade names, logos, designs,

trademarks and service marks which are displayed on or incorporated in this Website. The terms shall bear the meanings assigned to such terms in the Copyright Act 98 of 1978.

4. You agree that:

clicking/checking the button, and/or making use of this website signifies your agreement to comply with these Terms and Conditions, these shall apply even were the Website Content is provided by or belongs to our clients, affiliates, subsidiaries, holding companies, partners, third-party providers or any other party and we may at any time amend, or impose additional terms and conditions relating to any service, the content, products, facilities or functionality which is made available by the Owner or the owner's affiliates, subsidiaries, holding companies or partners by way of this website or otherwise.

5. You are allowed to print a copy of the terms and conditions. Should you require assistance in obtaining a hard copy or electronic copy of these terms and condition, you should contact us on fasttrackbooks.co.za

6. You are not allowed, without the owner's approval in writing to:

* frame, link to, modify, distribute, commercialise, exploit and / or alter this website or its content.

7. Request for approval to perform act must be submitted to the website manager. The owner is entitled, in its sole discretion to

withhold or grant consent. The owner may also impose any conditions on any consent which is granted.

8. The owner may in its sole discretion, at any time and for any reason without notice suspend or terminate : your right to the above acknowledge , understanding and accept that the owner's conduct as aforesaid shall not be a breach of these terms and conditions at all and shall not afford you the right to cancel these terms and conditions.

9. You may, in your sole discretion, at any time and for any reason and without prior written notice, suspend or terminate: - your use of this website or its content.

10. You may not transfer any rights granted to you in terms and conditions to any other person or entity.

11. The owner is allowed to grant the same, similar, additional or different rights to any other person or entity.

12. You hereby indemnify and hold the owner harmless against any loss, liability, expense, claim, penalty or damage whether direct, indirect, special or consequential arising out of your use this website content or any actions or transactions resulting therefrom.

13. You are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you for purposes of the permitted use.

14. In using the website, you undertake to refrain from performing or attempting to perform any of the following actions

or facilitating the performance of such actions by the other persons:

* Any action that violates any of these terms and conditions.

* Fraud, including without limitation to its common law meaning, solicitation or inducement of any person to participate in any commercial activities which are in the nature of a financial scam, pyramid schemes or chain letters and violation or infringement of any intellectual property rights contained.

15. In the event that you or a person not a party to this agreement, suffer any loss or damage, whether as a direct or indirect result of Your use of, reliance upon this Website, the Website Content or any transactions resulting therefrom the Owner is not legally obliged to pay You for such losses or damage.

16. Exclusion of warranties and representations

Any views or statements made or expressed on this Website are not necessarily the views of the Owner, the Owner's affiliates, subsidiaries, holding companies, partners, directors, employees, officers, servants and/or agents.

1. This Website and the Website Content is provided and is subject to change without notice.

2. The use of this Website is granted by the Owner to you free of charge and for no consideration. Therefore, Section 56 of the Consumer Protection Act 68 of 2008 does not apply to these

Terms and Conditions, to the extent that there is no implied warranty that this Website and the Website Content complies with the requirements and standards contemplated in Section 55 of the CP Act.

3. Subject to the provisions of the ECT Act, this Website and the Website Content is provided without any representation or warranty whatsoever, whether express, implied or statutory. This includes but is not limited to and representation or warranty as to the operation, integrity, compatibility, availability or functionality of this Website or as to the operation, accuracy, completeness, integrity, compatibility, availability, functionality or reliability of the Website Content.

4. The Owner also makes no warranty or representation, whether express or implied, that the Website Content is free of viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system, computer network, any handset or mobile device, or Your hardware or software. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer internet, any handset or mobile device, or Your hardware or software.

5. The Owner does not accept any responsibility for any errors or omissions on this Website or the Website Content.

6. You must not rely on any warranty or representation, which allegedly induced you to agree to these Terms and Conditions, unless the representation or warranty is recorded in these Terms and Conditions.

7. This Website and the Website Content is not intended to, and does not, constitute advice or a recommendation of any nature at all in respect of, but not limited to, any entity, institution, investment, service or product.

8. You must not enter into any transactions, make any investments, make decisions of any nature, including, without limitation, any purchases or any financial or commercial decisions, or incur any loss or liability based partly or wholly on the Website Content. You should always obtain independent expert advice prior to making any financial, commercial or other decisions.

9. To the extent that the Website Content contains any information related to any stock exchanges, financial markets, financial products, securities, derivatives, units, funds, currencies and/or exchange rates, you acknowledge that this information may not be accurate or complete. You further acknowledge that any assessment or reflection of the performance of any security, unit, fund, product, stock exchange, derivative or financial market does not mean that such performance will be repeated or should be relied upon in any way.

10. The effect on the above clause is that you agree that the Owner has not made the representations and warranties listed

therein, and therefore you did not accept these Terms and Conditions based upon any such representation or warranty. Therefore, you agree that the Owner shall not be liable for any loss or damage you allegedly suffer as a result of such a representation or warranty.

11. References and links to and from other websites, products and services:

i. This Website may contain references or links to other websites and to the products, opinions or services of third parties. These references or links are not intended to be, and should not be interpreted as an endorsement, recommendation, or affiliation to these other Websites or the opinions, products, services of third parties. Your use of Other Websites or the products or services of third parties will be entirely at your own risk.

ii. Subject to the provisions of the ECT Act and the CP Act, the Owner shall not be liable for any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential, arising from or related to the reliance on, use or attempted use of Other Websites or the opinions, products or services of third parties.

iii. You may not make (and you may not allow any third party to make) any reference to the Owner, this Website or the Website Content, whether by way of a link or otherwise, where the reference could in any way be interpreted as an endorsement, affiliation, or recommendation by the Owner in relation to You or

a third party, or of Your services, products, opinions or conduct or those of a third party.

17. Intellectual Property

1. The Website Content, including (without limitation) any software, icons, text, links, graphics, photographic images, sound clips, music, ring tones, ring back tones, SMS tones, video clips, artwork, Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Program-Carrying Signals, Published Editions, Computer Programs, sound and television broadcasts, trade names, logos, trade marks and service marks are protected by law, including but not limited to copyright, patent and trade mark law, and are the property of the Owner and/or our licensors. Any unauthorised Use of the Website Content is prohibited.

2. Subject to clause 2 above, you will not acquire any right, title or interest in or to this Website or the Website Content other than those rights expressly granted to you in these Terms and Conditions. Your rights of Use are subject to these Terms and Conditions.

3. Where any of the Website Content has been licensed to the Owner or belongs to any third party, your rights of Use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

18. Your behaviour when using this Website

1. You may not Use this Website to obtain or distribute:

copyrighted material or material protected by laws relating to intellectual property rights without the permission of the Owner material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software; material which is defamatory, unlawful or contains hate speech; or bulk e-mail, whether solicited or unsolicited.

2. You must not interfere with or jeopardise the functionality or the operation of any part of this Website or attempt to interfere with or jeopardise, disrupt, disable, harm or otherwise impede in any manner the functionality or operation of any part of this Website.

3. You are strictly prohibited from Using this Website for or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

4. You may not intercept any information transmitted to or from the owner or this Website which is not intended by the owner to be received by you.

5. You must respect other users of this Website at all times.

6. You must not: post, transmit or otherwise make available, through or in connection with the Website anything that is or may be threatening, harassing, degrading, fraudulent, wrongful, obscene, indecent or otherwise objectionable; harvest or collect personally identifiable information about other users of the website; restrict or inhibit any other person from using the website including hacking or defacing any portion of the website use the Website to advertise or offer to sell or buy any goods or services without the Owner's express written consent;

*reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, or access to the website; and create a database by systematically downloading and storing all or any website content.

19. Registration

1. You may be required to register with the Owner in order to access certain (i) services offered by the Owner, or (ii) areas of the Website. With respect to such registration:

we may refuse to grant you, and you may not use, (i) a user name (or email address) that is already being used by someone else; (ii) that may be construed as impersonating another person; (iii) that may belong to another person; (iv) that violates the intellectual property or other rights of any person; (v) that is offensive or (vi) that we reject for any other reason in our sole discretion. Your

username and password are for your personal use and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the website, and agree not to transfer your password or user name, or lend or otherwise transfer your Use of or access to the website, to any third party. You are fully responsible for all interaction with the Website that occurs in connection with your password or user name. You agree to immediately notify the Owner of any unauthorised use of your password or user name or any other breach of security related to Your account or the website, and to ensure that you exit from your account with the Website (if applicable) at the end of each session. The owner shall not be liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

20. Variation of certain deeming provisions in the ECT Act

1. By Using this Website, You agree that these Terms and Conditions create a binding agreement between the Owner and You, even though these Terms and Conditions are wholly or partly in the form of a data message. You agree specifically that: the agreement will be treated as if it was concluded at the Owner's physical address below on the date on which you first made any Use of this website; an electronic signature is not required by you or the Owner for purposes of agreeing to these Terms and Conditions. You agree that by Using this Website or the Website Content this will be sufficient evidence of your agreement to

these Terms and Conditions; any data message sent by You to the Owner will be deemed to have been sent from the Owner's physical address detailed below if neither Your usual place of business nor residence is located within the Republic of South Africa; any data message sent by the Owner to You will be deemed to have been received by You at the Owner's physical address detailed below if neither Your usual place of business nor residence is located within the Republic of South Africa; any communication sent to You by an information system programmed to operate automatically on behalf of the Owner will not be a data message attributable to the Owner or authorised by the Owner.

21. The blog posts and opinion polls

1. Blog posts, opinion polls and bulletin boards may, from time to time, be made available on the website.
2. By you posting or publishing any content or comment on the blog posts, opinion polls and/or bulletin boards, you: grant to the Owner a non-exclusive, transferable, sub-licensable, royalty free, irrevocable, world-wide licence to use, publish, disseminate, distribute, reproduce, adapt, and/or sub-licence such content on the Website and/or to any of its affiliated publications and/or websites and to use the content for, amongst others, its promotional, marketing and research purposes; acknowledge and agree that while the Owner is unable to review all content posted in the blog posts, opinion polls and bulletin boards, it

reserves the right, in its sole discretion, to delete, edit or relocate any such content for any reason; acknowledge that should You disclose your personal information in any of the comments posted by You, your personal information may be viewed, collected and/or used by any other party Using the Website. In such circumstances, you agree that the Owner shall not be obliged to protect your personal information or any other interest in law or otherwise, and You indemnify the Owner from any loss (whether direct, indirect or consequential) You may suffer as a result of any party being privy to Your personal information; agree that You may use the blog posts, opinion polls and/or bulletin boards only for personal non-commercial purposes.

3. You further agree not to post or publicise: any content which may be considered, amongst others, abusive, obscene, defamatory, pornographic or illegal; off-topic content, or the same content in multiple blog posts; any graphics, audio or JavaScript files; and any content that may, in the opinion of the Owner, be seen as (without limitation) solicitation of funds or advertising of goods or services.

4. You acknowledge and agree that the Owner shall be entitled, in its sole discretion and for any reason, to prohibit you, from posting any comment on the blog posts, opinion polls and/or bulletin boards.

22. Interception and monitoring

1. You agree that your communications on this Website may be intercepted, as defined in the Regulation of Interception of Communications Act 70 of 2002 (as amended), by the Owner or any other competent authority.

23. Privacy Policy

24. Payments

1. If you make a payment on the website, you agree to our Payment Terms. Please click [here](#) to view the Payment Policy.

25. Variation of these Terms and Conditions

1. Subject to the variations or amendments provided for in terms of clause

2. No other variation or amendment, in any form whatsoever, of these Terms and Conditions will be enforceable or binding on either party unless that party has agreed to such variation or amendment in writing (which includes but is not limited to data messages and/or your clicking on the acceptance icon).

3. The owner is entitled and reserves the right to vary or amend these Terms and Conditions from time to time and in its sole discretion. These Amended Terms and Conditions will be

displayed on this Website. On the first occasion on which you use this Website after the Amended Terms and Conditions have been displayed on this website, if you continue to Use this website after having had a reasonable opportunity to review the amended Terms and Conditions, the Amended Terms and Conditions will immediately be treated as being effective and binding on you.

4. It is your responsibility to access and familiarise yourself with any Amended Terms and Conditions on each occasion that you make use of this website or the website content.

26. Miscellaneous matters

1. Addresses for notices:

i. Except where stated otherwise in these Terms and Conditions, the Owner's address for the service of any notice is:

ii. Physical address:

iii. Fax no:

2. All notices to the owner must be marked for the attention of the website manager. All notices of a legal nature or relating to legal proceedings must be delivered by registered post to the postal address of the owner and also either delivered by hand to the physical address of the owner or sent to the fax number of the owner.

3. Notices given to the above addresses will only be deemed to have been duly given:

i. 14 days after posting, if posted by registered post to the Owner's postal address;

ii. 3 days after delivery, if delivered by hand to the Owner's physical address;

iii. 3 days after confirmed successful transmission, if sent to the Owner's fax number.

4. Disputes, claims and legal proceedings

i. Subject to clause below, any dispute declared between you and the owner arising out of or in connection with these Terms and Conditions or the Use of the Website or the website content, including after termination, cancellation or amendment of these Terms and Conditions such dispute will be adjudicated in the Magistrate's Court having the necessary jurisdiction to do so. This clause will continue to apply after termination, cancellation or amendment of these Terms and Conditions.

ii. You and the owner agree that both parties are entitled, but not obliged, to institute any proceedings arising out of or in connection with these Terms and Conditions or your Use of the website or of the website content, in any Magistrates Court in the Republic of South Africa having jurisdiction over You or the owner, even though the cause of action in question exceeds the jurisdiction of that court.

iii. Neither You nor the Owner will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

5. Costs

i. In the event that it becomes necessary for a party to these Terms and Conditions to institute any legal proceedings against the other party in order to enforce any provision of these Terms and Conditions, any and all costs, including legal costs on attorney and own client scale and value-added tax, incurred by Innocent Party arising out of Your Use of this Website or the Website Content, or a breach of these Terms and Conditions, will be borne by the

Guilty Party.

6. Assignment

i. You may not cede, assign or transfer any of your rights and obligations in these Terms and Conditions without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

ii. The Owner may not cede, assign or transfer any of the Owner's rights and obligations in these Terms and Conditions without your prior written consent, which consent shall not be unreasonably withheld.

7. Interpretation

i. The clause headings in these Terms and Conditions have been inserted for convenience only and will not be taken into consideration in the interpretation or affect the constructions of these Terms and Conditions.

ii. Any reference in these Terms and Conditions to the singular includes the plural and vice versa. Any reference in these Terms and Conditions to natural persons includes legal persons. References to any gender include references to the other genders and vice versa.

iii. Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases:

a. Defined in these Terms and Conditions will bear the same meaning throughout these Terms and Conditions;

b. Not defined in these Terms and Conditions but defined in the ECT Act will bear the same meaning given to them in the ECT Act.

4. A copy of the ECT Act can be viewed and downloaded at <http://www.gov.za/documents/electronic-communications-and-transactions-act>. It is your responsibility to ensure that the copy downloaded is the most recent version of the ECT Act.

5. In the event that any of the terms of these Terms and Conditions are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

6. References to or notices by the Owner in these Terms and Conditions does not only include writing on paper signed in ink by an authorised representative of the owner and specifically includes any writing which may be in electronic form.

7. No relaxation or indulgence which either party may grant to the other will be deemed to be a waiver of any of the indulgent party's rights in these Terms and Conditions or in law.

8. In the event of any conflict between these Terms and Conditions and any Additional Terms and Conditions, the Additional Terms and Conditions will prevail.

9. The termination of the agreement created by these Terms and Conditions will be without prejudice to any other rights or remedies that You or the Owner may be entitled to under this agreement or at law, and will not affect any accrued rights or liabilities of You or the Owner nor the coming into or continuance in force of any provision of these Terms and Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.