

# Terms & Conditions

## Introduction

This document defines the terms and conditions of our working relationship. Unless otherwise agreed to in writing by both the parties, by placing an order with Books Africa, you confirm that you are in agreement with and bound by the terms and conditions below. This website, which is accessible at [www.booksafrika.co.za](http://www.booksafrika.co.za) is made available by Fast Track Trading (Pty) Ltd trading as Books Africa, registration number: 2012/045456/07, on behalf of its affiliates, subsidiaries, holding companies, and partners (owner).

## By using this website, you agree that:

- Clicking/checking the button, and/or making use of this website signifies your agreement to comply with these Terms and Conditions
- You are allowed to print a copy of the terms and conditions should you require it.
- You are not allowed, without the owner's approval in writing to frame, link, modify, distribute, commercialise, exploit and /or alter this website or its content however, the owner is entitled, in his/her sole discretion to withhold or grant consent. The owner may also impose any conditions on any consent which is granted.
- 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.
- 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.
- You may not transfer any rights granted to you in terms and conditions to any other person or entity.
- The owner is allowed to grant the same, similar, additional or different rights to any other person or entity.
- In using this 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' action that violates any of these terms and conditions, fraud 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.
- In the event that you or a person not a party to this agreement, suffers any loss or damage, whether as a direct or indirect result of your use or 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.
- This Website and the content provided is subject to change without notice.
- The use of this Website is granted by the Owner to you for 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.

- 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.
- 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.

### **References and links to and from other websites, products and services:**

- 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.
- 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.
- 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.

### **Intellectual Property**

- 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, trademarks 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.
- 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.
- 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.

### **Your behaviour when using this Website**

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

### **Registration**

You may be required to register with the website in order to access certain;

- Services offered or areas of the Website with respect to such registration we may refuse to grant you
- You may not use a user name or email address that is already being used by someone else that may be construed as impersonating another person
- You may not use a user name or email address that violates the intellectual property or other rights of any person
- You may not use a user name or email address that is offensive or 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 username. 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.

## **Variation of certain deeming provisions in the ECT Act**

- 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 using this website and its 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.

## **The blog posts and opinion polls**

- Blog posts, opinion polls and bulletin boards may, from time to time, be made available on the website.
- 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.
- 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.

- 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.

### **Interception and monitoring**

- 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.

### **Privacy Policy**

- Books Africa is committed to protecting your personal information. Your personal information refers to any information that can be used to identify you as an individual, and includes your name, identity number, contact details and bank account information.
- By giving Books Africa your personal information, you consent to the use of it in order for Books Africa to monitor their services provided to you, to improve those services and personalise your use of their services. Books Africa may also use such information to inform you about changes in the services that we offer and/or about features we may think you would find of interest.
- You should note that Books Africa may monitor and keep records of any visits to the website and/or communication that you may send to, or receive from the website, and may use, publish and disclose such communications for any lawful purpose.
- Books Africa advises that "Cookies" are small pieces of information that are stored on your computer's hard drive by your browser. Books Africa may use cookies in future to enable us to personalise your visits to our website and simplify your order process. Please note that you will require the 'cookies' on your browser to be enabled in order to use these services and for the website to function correctly.

### **Payments**

- If you make a payment on the website, you agree to our Payment Terms. An agreement of an online sale will only come into effect once you have electronically submitted a correctly completed order, for one or more products, and payment is either authorised, or received by Books Africa and reflects in Books Africa bank account.

### **Domicilium**

- Books Africa chooses as its domicilium citandi et executandi for all purposes under these T&C, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: 9 Defiant Street, Rhodesfield, Kempton Park 1619, Gauteng, South Africa

## **Variation of these Terms and Conditions**

- Subject to the variations or amendments provided for in terms of clause
- 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 you're clicking on the acceptance icon).
- 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.
- 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.